



# OFFICE OF THE EXECUTIVE ENGINEER (E) BSNL ELECTRICAL DIVISION-II

**TE KACHI CHAWNI, JAMMU**

TENDER DOCUMENT

### NIT NO:-10/EE (E)/BSNL/ED-II/JMU/2023-24 DATED:-21.08.2023

|  |  |
| --- | --- |
| Name of work :- | Comprehensive Maintenance of (G+4), 1 No 8 Passenger Lift installed at main TE Kachi Chawni, Jammu  Chawni, Jammu. |
| Estimated cost :- | Rs. 1,02,000/- (Excluding GST & GST cess on Goods & Services) |
| Earnest Money (EMD) :- | Rs 2040 |

LAST DATE FOR SALE OF TENDER:- 02.09.2023 DUE DATE OF OPENING:- 04.09.2023

**Tender Cost = Rs.500/- + GST as applicable-**

**NAME OF AGENCY** :-

**DATE OF SALE** (not to be filled for downloaded tenders):-

**DD/CDR/FDR No./ Date /Amount & Name of Bank** for tender sale cost ( For downloaded tenders only) :-

### DD/CDR/FDR No./ Date /Amount & Name of Bank for EMD

SEAL OF FIRM Executive Engineer (E) II

# WEB NOTIFICATION

The Executive Engineer(E) BSNL Electrical Division-II, TE Kachi Chawni Jammu , (Mob. 9419120062) invites on behalf of the BSNL sealed item rate tenders for the following work from the approved and eligible firms satisfying the eligibility conditions:

|  |  |
| --- | --- |
| Name of work :- | Comprehensive Maintenance of (G+4), 1 No 8 Passenger Lift installed at main TE Kachi Chawni, Jammu  Chawni, Jammu. |
| Estimated cost :- | Rs. 1,02,000/- (Excluding GST & GST cess on Goods & Services ) |
| Earnest Money (EMD) :- | Rs. 2040/- |
| Time for completion :- | Twelve Months |
| Price of tender document  (Tender Fees) :- | **Rs.500/-+Taxes** (Non-refundable) |
| Last date of rect. Of application :- | 02.09.2023. [Upto 16.00 Hrs.] |
| Last date of issue of tender :- | 02.09.2023. [Upto 16.00 Hrs.] |
| Last date of rect. Of tender :- | 04.09.2023. [Upto 15.00 Hrs.] |
| Date of opening of tender :- | 04.09.2023. [At 15.30 Hrs.] |

**ELIGIBILITY CRITERIA:-**

Average annual turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost put to tender.

AND

The manufacturer/ authorized dealer/ OEM of the makes of major equipments included in NIT. The letter of authorization from the manufacturer in original/ photocopy attested by BSNL Executive will be submitted.

OR

Experience of having successfully completed similar works in BSNL / MTNL / Department of Government of India / CPSE/Central Autonomous Bodies / State Government / Metro Railway Corporation during last 7 years ending last day of month previous to the one in which applications are invited, should be either of the following :-

* Three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost put to tender.

OR

* Two similar successfully completed works costing not less than the amount equal to 60% of the estimated cost put to tender.

OR

* One similar successfully completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

NOTE: - *The estimated cost of one year shall be considered to evaluate the eligibility criteria.*

Note: 1. The Agency should have valid Electrical License

**2. The Agency should have EPF and ESI registration**

**(i). The agencies who claim to be exempted from ESI registration need to submit an affidevit on non- judicial stamp paper for the same. The agencies who claim to be exempted from EPF registration need to submit an undertaking for the same as per proforma at Annexure-IV.**

Tenderer must submit following documents offline in physical form to The Executive Engineer (E), BSNL Electrical Division-II, TE Kachi Chawni Jammu. on or before the due date & time of submission of tender specified on covering letter of this tender document, in a Sealed Envelope. The envelope shall bear the tender name, the tender number and the words “DO NOT OPEN BEFORE (due date & time)”.

1. Documentary proof of satisfying the eligibility conditions as per 1 above. Attested copy of
2. Valid PAN No.
3. Valid Goods and Services Tax Registration Certificate No(s). or mention as unregistered dealer.
4. A self-declaration along with the evidence that the bidder is not black listed by GST authorities.
5. In case of multiple GST numbers, all the numbers can be provided as Annexure. Copy of CA certificate for turnover.
6. Copy of EPF , Valid ESI Registration

Signature of Executive Engineer Electrical Division…………..

(For and on behalf of Bharat Sanchar Nigam Limited.)

Key Guidelines for contractors

1. The tender document along with standard forms like BSNL EW-6, BSNL EW 8, Schedules A to F, special conditions/specifications and drawings will be issued to intending tenderers only. The complete tender document shall be available in downloadable manner from website http://[http://www.jandk.bsnl.co.in](http://www.jandk.bsnl.co.in/)
2. All blanks are confined to Notice Inviting Tender (BSNL EW - 6) and Schedules A to F.
3. The intending tenderers will quote their rates in Schedule A only.
4. The proforma for registers and Schedules B to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers for filling and returning the same in the manner prescribed. The Schedules can also be downloaded from website [http://www.jandk.bsnl.co.in](http://www.jandk.bsnl.co.in/).
5. A certificate regarding non-relation to BSNL employee is to be submitted in cover-I of the bid document in the format prescribed as per para-12 of BSNL EW-6.

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Important Instructions to Tenderers Downloading the Tender Document from Web site

The tenderers who have down loaded the tenders from the web site, shall read the following important instructions carefully before quoting the rates & submitting the tender documents:-

1. The tenderer should see carefully & ensure that the tender document as per the index has been downloaded for making required entries. In case the tender document is downloaded without standard BSNL EW-8 form , same will be attached with the agreement after award of work. The Entire BSNL EW-8 clauses are available in the web site <http://www.jandk.bsnl.co.intenders/electrical> for ready reference. The tenderer shall sign the undertaking appended herewith, before submitting the tender. The said undertaking shall form part of the tender document / agreement.
2. A clear printout of tender document shall be taken on good quality A-4 size paper & the printer setting etc shall be such that the document is printed as appearing in the web & without any change in format

, number of pages etc and shall also ensure that no page is missing . The photocopy shall not be accepted.

1. In case of any doubt in the down loaded tender, the same shall be got clarified from the Engineer-in- charge calling the NIT, before submission of the same.
2. The name of tenderer shall be filled on the first page of the down loaded tender document and all pages shall be invariably signed (with stamp).
3. The tenderer shall ensure that the downloaded tender document is properly stitched and sealed. Loose /spiral bound tenders shall not be accepted.
4. There shall be no correction / addition /alteration /omission made in the text of down loaded tender document. If found otherwise the same shall be treated as non-responsive and rejected.

**PROFORMA FOR UNDERTAKING TO BE FURNISHED BY TENDERERS ALONGWITH TENDER**

I …………………….... son of …………………. Resident of …………………………. herby given an undertaking that I have read and I am aware of all the clauses of BSNL EW 6 & EW 8 forms and I confirm that I will abide by all the terms and conditions available in original standard BSNL EW 6 & 8 forms.

(Dated Signature of Contractor)

(Seal of the firm)

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**(ADDITIONAL UNDERTAKING TO BE FURNISHED BY TENDERERS SUBMITTING TENDER DOCUMENT DOWNLOADED FROM WEB)**

This is to certify that:-

I / We have submitted the tender in the proforma as downloaded directly from the website which is same as in the website and there is no change in the format number of pages etc.

I / We have not made any modification / corrections / additions etc in the tender documents downloaded from web by me / us.

I / W e have checked that no page is missing and all pages as per the index are available & that all pages of tender document submitted by us are clear & legible.

I / We have signed (with stamp) all the pages of the tender documents before submitting the same. I / We have stitched and sealed the tender documents properly before submitting the same.

I / We have submitted the cost of tender along with tender in the first cover as prescribed.

I / We have read carefully & understood the instructions to Tenderers downloading the tender document from web.

In case at a later stage, it is noticed that there is any difference in my/our tender documents with the original documents, BSNL shall have the right to cancel the tender/work, forfeit the Earned Money / Security Deposit / Performance Guarantee, take appropriate action as per the prevailing rules in force and BSNL shall not be bound to pay any damages to me/us on this account.

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(Dated Signature of Contractor)

(Seal of the firm)

**PROFORMA FOR UNDERTAKING REGARDING EPF / ESI PROVISIONS**

I ………………… son of ………………… Resident of hereby give an undertaking that:

1. \* EPF and Miscellaneous provisions Act, 1952 (amended upto date) is not applicable to my / our establishment.
   * I / We have registered as per the EPF and Miscellanies provisions Act, 1952 and our Registration no is We undertake to keep it valid during the currency of contract.
2. \* ESIC Act, 1948 (amended upto date) is not applicable to my / our establishment.
   * I / We have registered as per the ESIC Act, 1948 (amended upto date) and our Registration no is

…………………………. We undertake to keep it valid during the currency of contract.

In case at my stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me”

\* (Strike out whichever is not applicable)

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(Dated Signature of Contractor)

(Seal of the firm)

**PROFORMA FOR UNDERTAKING REGARDING SALES TAX CLEARANCE**

I…………son of ………Resident of hereby give an undertaking that:

I / We shall produce sales tax clearance certificate issued by J&K sales tax Department in the prescribed format, within One Month , from the date of issue of intimation from BSNL regarding intent to accept the tender.In case I / We fail to produce the said document within the prescribed time frame, BSNL shall have the right to forfeit the whole Earnest Money and cancel the tender and further I/We may be debarred for the future tenders.

(Dated Signature of Contractor)

(Seal of the firm)

## Bharat Sanchar Nigam Limited

**( A Government of India Enterprise )**

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## Electrical Wing

**Electrical Division: II Sub Division:IV**

**Certified that this tender schedule Contains pages only.**

**NIT No.: 10/EE (E)/BSNL/ED-II/JMU/2023-24 DATED:- 21.08.2023**

## Notice Inviting Tenders

( As per Tendering Procedure in BSNL revised upto date)

|  |  |  |  |
| --- | --- | --- | --- |
| 01 | Tenders in the prescribed form are hereby invited on behalf of BSNL for the work of: Comprehensive Maintenance of (G+4), 1 No 8 Passenger Lift installed at main TE Kachi Chawni, Jammu. | | |
|  | **Estimated Cost :** | | **Rs.** 1,02,000/- (Excluding GST & GST cess on Goods & Services ) |
| 02 | (a) | Printed forms of tenders consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of works to be done and the set of conditions of contract to be complied with by the persons whose tender may be accepted, can be purchased, from Divisional office between the hours of 11.00 hrs and 16.00 hrs. every day except Sundays and  public Holidays on payment of Rs. 500+GST as applicable | |
|  | (b)  (c)  (d) | The site for the work is available/ or the site for the works shall be made available in parts.  The tender forms can also be downloaded from the website [http://www.jandk.bsnl.co.in.](http://www.jandk.bsnl.co.in/) Before tendering, the contractor shall inspect the site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extend of grounds, working condition, including stocking of materials, installation of T&P etc., and conditions affecting accommodation and movement of labour etc., required for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by the BSNL in any circumstances. | |
| 03 | Tenders which should always be placed in sealed cover with the name of the work written on the envelope will be received by the Executive Engineer (Elect) Division-II, Jammu up to **15:00 hours** on 04.09.2023 and will be opened by him in his office on the same day at **15:30 hours**. | | |
| 04 | The time allowed for carrying out the work will be **Twelve Months** from the 10th day after the | | |

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| --- | --- | --- |
| date of written order to commence the work. | | |
| 05 | Issue of tender form will be stopped two days before the date 04.09.2023. Fixed for opening of tenders. Tenders will be sold on working days, no tenders will be sold after **16:00** hours. | |
| 06 | Earnest Money **Rs 2040** must accompany each tender and each tender should be in two sealed covers, one cover containing the EMD in proper form and other cover containing tender , superscribed as “ Tender for the work of **Comprehensive Maintenance of (G+4), 1 No 8 Passenger Lift installed at main TE Kachi Chawni, Jammu**.**.** and addressed to **Executive Engineer (E) BSNL, Electrical Division-II, Jammu**. In case of e-tendering, each tender should be in two sealed coves, first containing credentials for meeting the Eligibility conditions along with the cost of tenders and EMD in proper form, second cover containing tender documents. The credentials shall be self attested and certified by any BSNL Executive. If not certified by BSNL Executive then original documents shall be produced at the time of tender opening. After verification of the contents of this envelope then second envelope containing the bid document shall be opened.   1. The EMD of all the unsuccessful tenderers shall be released on issue of award letter to the successful tenderer. This shall be done within one week of award letter. 2. Exemption from payment of earnest money and security deposit by any other unit/ department shall not hold good for BSNL. | |
| 07 | 1. The contractor should submit and confirm Chartered Accountant certificate in respect of turnover and other registration certificate [Enlistment in BSNL. Electrical License, etc) with attested copies (self attested and counter attested by any executive of BSNL/MTNL or Gazetted officer of GOI) as applicable along with the application on printed letter head for purchase of tender. 2. The contractor shall submit and confirm his permanent account number (PAN) issued by the Income Tax Department 3. The tenderer should submit the valid WCT/ Sales Tax/ VAT clearance certificate | |
| 08 | i. | **Performance Guarantee** ; The contractor is required to furnish performance guarantee for an amount equal to 3% of the contract value in the form of bank guarantee / CDR /FDR/DD ( of a nationalized / Scheduled Bank in a standard format) within two weeks from the date of issue of award letter. The validity period of the performance security in the form of performance bank guarantee shall be one year from the date of actual completion of work. |
|  | ii. | **Security deposit**: In addition to performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum be deducted with the sum already deposited as earnest money, will amount to security deposit of 5% of the Tendered value of the work. |
| 09 | The acceptance of a tender will rest with the Executive Engineer (E), BSNL Electrical Division-II, Jammu who does not bind himself to accept the lowest tender or any other tender and reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. **Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily.** | |
| 10 | Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection. | |
| 11 | The BSNL reserves itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. | |

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| 12 | 1. The tenderer should give a certificate that none of his/her relative is employed in BSNL units. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be   given by all the Directors of the company.   1. Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as: 2. Members of a Hindu Undivided family. 3. They are husband and wife. 4. The one is related to the other in the manner as father, mother, son(s) & son's wife(daughter-in-law), Daughter(s) & daughter's husband(son-in-law), brother(s) & brother's wife, sister(s) & sister's husband(brother -in-law).   iii) The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is(are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./Corporate office for non executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work, for proprietorship, parternership firms and limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.  The format of the certificate to be given is "I……………………………………………………………….Son of Sh …………………………………  Resident of………………………………………………………………………………. hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".  **(Seal of the firm) ( Signature of Contractor )** |
| 13 | No employee in BSNL/ Govt. of India is allowed to work as a contractor for a period of two years of his retirement from service without the prior permission. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of tender and engagement in the contractors service. |
| 14 | The tender for the works shall not be witnessed by the contractor who himself/themselves has/ have tendered or who may and has/have tender for the same work. Failure to observe this condition would render  tenders of the contractors tendering as witnessing the tender is/are liable for summarily rejection. |

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| **Annexure – I** |
| **MODEL FORM BANK GUARANTEE** |
| **(for submitting EMD)** |
| Whereas ……………………………….………………. (hereinafter called “the contractor(s)” has submitted its Tender dated ……………….. for the work ……………………................................. |
| KNOW ALL MEN by these presents that WE ………..…  …………………………………………….. |
| of ……………………………….. having our registered office at ………………………………….. |
| (herinafter called “the bank”) are bound unto ………………………………………………………. |
| (herinafter called “the BSNL”) in the sum of for which payment will |
| And truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents. |
| THE CONDITIONS of the obligation are: |
| 1. If the Contractor(s) withdraws its Tender during the period of Tender validity specified on the Tender Form: or |
| 2. If the contractor(s) having been notified of the acceptance of its Tender by the BSNL during the period of Tender validity. |
| a) Fails or refuses to execute the contract. |
| b) Fails or refuses to furnish security Deposit in accordance with the conditions of Tender document. |
| We undertake to pay to the BSNL up to the above amount upon receipt of its first written demand, without the BSNL having to substantiate its demand, provided that in its demand, the BSNL will note that the amount claimed by its is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. |
| This guarantee will remain in force as specified in the Tender Document up to and including Thirty  (30) days after the period of the Tender validity and any demand in respect thereof should reach the Bank not later than the specified date / dates. |
| Signature of the Bank |
| Signature of the Witness |
| Name of Witness |
| Address of Witness |

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| --- |
| **Annexure – II** |
| **PERFORMANCE SECURITY GUARANTEE BOND** |
| 1. In consideration of the CMD, BSNL (hereinafter called ‘BANL’) having a greed to exempt …………………………………………… (hereinafter called’ the said Contractor(s) from the demand under the terms & conditions of an agreement / Advance  ……………………...Purchase…………………………………………………order No.  ………………..…………………………..…….. Dated made  between ……………………………………………………… and  …………………………………………………………. for the Supply / ITC of  …………….………………………………………. hereinafter called ‘the said Agreement’), of security deposit for the due fulfillment by the said Contractor(s) of the terms & conditions contained in the said Agreement, on production of the bank Guarantee for …………………………………………………………………………….We, (name of that bank) ……………………………………………………. (hereinafter refer to as “the bank” ), at the request of ……………………………………………… (contractor(s) do hereby undertake to pay to the BSNL, an amount not exceeding  ………………………………....Against any loss or damage caused to or suffered or would be caused to or suffered by BSNL, by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement. |
| 2. We (name of the bank) do hereby undertake to pay the amounts  due & payable under this guarantee without any demure, merely on a demand from the BSNL by reason of breach by the said contractor(s)’ of any of the terms or conditions contained in the said Agreement or by said contractor(s)’ of any of the terms or conditions contained in the said Agreement or by reasons of the contractor(s)’ Failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due & payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final & binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding  …………………………………………………………………………………………... |
| 3. We undertake to pay to the BSNL any money so demanded not withstanding any dispute or disputes raised by the contractor(s) / Supplier(s) in any suit or proceeding pending before any court or tribunals relating thereto our liability under this present being absolute & unequivocal. The payment so made by us under this bond shall be valid discharger of our liability for payment there  under & the contractor(s). / Supplier shall have no claim against us for making such payment. |

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| 4. We (name of the bank Further agree that the guarantee  herein contained shall remain in full force & effect during the period that would be taken for the performance of the said agreement & that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid & its claims satisfied or discharged or till ……………………………………… (office / Department) BSNL certified that the terms & conditions of the said Agreement have been fully or properly carried out by the said contractor(s) & accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF /THREE YEARS/FIVE YEARS (as specified in the agreement) from the date hereof. We shall be discharged from all liabilities under this guarantee thereafter. |
| 5. We (name of the bank) further agree with the BSNL that the BSNL shall have the fullest liberty without our consent & without affecting in any manner our obligation hereunder to vary any of the terms &conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) & to forbear or enforce any of the terms & conditions relating to the said agreement & we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. |
| 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / Supplier(s). |
| 7. We (name of the bank) lastly undertake not to revoke this  guarantee during its currency except with the previous consent of the BSNL in writing. |
| Dated the day of for |
| (indicate the name of the bank) |

# SECTION 7 PROFORMAS

1. **DECLARATION**

**(EMD/ BID SECURITY DECLARATION) (TO BE FURNISHED BY AGENCY)**

**(PROFORMA FOR FURNISHING DECLARATION BY AGENCY REGARDING EARNEST MONEY DEPOSIT/ BID SECURITY)**

**Name of work :………………………………………………………………………………..**

**NIT No:-………………………………………………………………………………………..**

**I ………………… son of ………………… Resident of …………………………PROP. / Partner Of M/s hereby accept that if I / we withdraw or modify our bid during the period**

**of validity etc., I / We shall be suspended / debarred / banned from any further work/ contract by BSNL for one year from the date of issue of such order.**

(Dated Signature of Contractor)

(Seal of the firm)

**PROFORMA OF SCHEDULES**

(Operative Schedules to be supplied separately to each intending tenderer)

**SCHEDULE 'A'**

Abstract of Cost and Schedule of quantities: As appended

**SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **Description of item** | **Quantity** | **Rates in figures and words at which the material will be charged**  **to the contractor** | **Place of Issue** |
| 1 | 2 | 3 | 4 | 5 |
| 1. |  |  | Free of cost |  |

**SCHEDULE 'C'**

Tools and plants to be hired to the contractor

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Description of item** | **Hire charges per day** | **Place of Issue** |
| 1 | 2 | 3 | 4 |
| **NIL** | | | |

**SCHEDULE 'D'**

**Extra schedule for specific requirements/ document for the work, if any.**

1. Additional conditions of the contract. (as attached)
2. General Conditions & Specifications. (as attached)
3. Additional Specifications . (as attached)

**SCHEDULE 'E'**

Schedule of component of materials, Labour etc for escalation:

### Not applicable.

**Clause 10 CC**

|  |  |
| --- | --- |
| **SCHEDULE 'F'** | |
| **Reference to General Conditions of contract***.* | |
| (i) Name of work: | Comprehensive Maintenance of (G+4), 1 No 8 Passenger Lift installed at main TE Kachi Chawni, Jammu |
| (ii) Estimated cost of work: | **Rs.** 1,02,000/- (Excluding GST & GST cess on Goods & Services ) |
| (iii) Earnest money : | **Rs 2040** |
| (iv) Performance Guarantee : | As per sl. No. 8(i) of EW-6 of the NIT. |
| (v) Security Deposit : | As per sl. No. 8(ii) of EW-6 of the NIT. |
| *GENERAL RULES and DIRECTIONS :* | |
| **SCHEDULE 'F'** | |
| Officer inviting tender : | EXECUTIVE ENGINEER (ELECTRICAL) , BSNL ELECTRICAL DIVISION-II, JAMMU |
| **Definitions:** | |
| 2(v) Engineer-in-Charge | EXECUTIVE ENGINEER (ELECTRICAL) , BSNL ELECTRICAL DIVISION-II, JAMMU |
| 2(vi) Accepting Authority | EXECUTIVE ENGINEER (ELECTRICAL) , BSNL ELECTRICAL DIVISION-II, JAMMU |
| 2(x) Percentage on cost of materials and labour to cover all overheads and profits. | 10% |
| **Clause 5** |  |
| (i)Time allowed for execution of work : | Twelve Months |

|  |  |
| --- | --- |
| (ii)Authority to give fair and reasonable extension of time for completion of work : | EXECUTIVE ENGINEER (ELECTRICAL) , BSNL ELECTRICAL DIVISION- II,JAMMU |
| **Clause 12** |  |
| 12.2(iii) Schedule of rates for determining the rates for additional, altered or substituted  items that cannot be determined under 12.2(i) and (ii). | : NA for this work. |
| 12.2(iii) Plus / minus the % over the rate entered in the schedule of rates. | : NA. |
| **Clause 25** |  |
| Competent authority for conciliation : | : |

**11. IMPORTANT NOTE FOR CONTRACTORS**

The firm shall read carefully the following conditions and shall quote accordingly confirming all the points in their offer.

* 1. Department reserves the right to accept the quantities in full or in parts.
  2. **SPECIAL CONDITIONS**:
     1. The rates for all items of work, shall, unless clearly specified otherwise, include cost of all labour, materials and other inputs involved in the execution of the item.
     2. The work will be done as per current CPWD/ BSNL Specification.
     3. Any damage done to the building during the execution of operation & maintenance will have to be made good to the entire satisfaction of Engineer-in-charge.

Only BSNL approved material shall be used. In case BSNL approval is not there then ISI marked material shall be used. In case ISI marked is not available in particular item, material conforming to BS, shall be provided.

**TAXES AND DUTIES:**

1. The bidder shall give the total composite price exclusive of all Levies & Taxes i.e. Custom Duty, Goods & Services Tax etc. the basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in at Page no.:- 26 Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
2. The Basic Unit price (Ex-Factory Price) of the goods, CIF, Assessable Value, BCD, Cesses, IGST, Freight, Forwarding, Packing, Insurance, GST (CGST, SGST, IGST) on Freight already paid or payable by the supplier shall be quoted separately item wise.
3. Documentary proof of GST registration
4. The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes, packing Forwarding Freight & Insurance charges etc, as arrived in Col. 16 of price schedule in Page no.:- 26 of the Bid-document after arithmetical correction in the manner laid down in clause above but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes (if any) applicable on the movement of Goods.
5. Duties, taxes & Cesses for which the firm has to furnish GST Challans / Tax invoices will be indicated separately in the PO / APO.(P-28)
6. Suppliers should furnish the correct HSN / SAC classification / Customs tariff Head in the price schedule. If the credit for the Duties, Taxes and Cesses under provision / rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the supplier will be liable to refund such non- admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
7. In case the Duties, Taxes and Cesses which are not eligible for the input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that credit for such Duties, Taxes and Cesses is admissible as per provision of GST law, than the suppliers will be liable to refund the amount equivalent of such Duties, Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
8. The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the

CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.

1. If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties ,Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the firm
2. If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.
3. If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier. Rs. 2,500/- (plus GST as applicable). This amount is charged from bidders directly.

Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Schedule of work** | | | | | | |
| **Name of Work :- Comprehensive Maintenance of (G+4), 1 No 8 Passenger Lift installed at main TE Kachi Chawni, Jammu** | | | | | | |
| S.No | Description of Item | Total Qty | | Basic Unit Price (excluding GST & GST Cess on Goods) (Rs) | Unit | Total Net Amount to BSNL excluding GST & GST Cess on Goods & Services (Rs) |
| 1 | Comprehensive maintenance of 1no 8 passenger, (G+4 floors) lift i/c checking and performing routine maintenance/ servicing/cleaning etc as per the recommendation by the manufacturer and specification of comprehensive maintenance etc. as required. (as per attached specification) | 12 | Mths |  | Month |  |
|  | Total (excluding all taxes) |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | Note - GST amount will paid extra as per the actual amount deposited on supply of necessary documentary proof |  |  |  |  |  |
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|  |  |  |  |  |  |  |
|  | Executive Engineer(E) | | | | | |
|  | BSNL Electical Division -II | | | | | |
|  | Jammu | | | | | |

|  |  |
| --- | --- |
| **ABSTRACT OF COST**  **Name of work: Comprehensive Maintenance of (G+4), 1 No 8 Passenger Lift installed at main TE Kachi Chawni, Jammu** | |
|  | |
|  | Rs. |
|  | Rs. |
| **Grand Total =** | Rs. |
|  |  |
| Total quoted price including basic price, Excise Duty, Sales Tax, Freight, Insurance etc | |
| Duties & Taxes CENVAT-able (As calculated on price breakup page at the end of tender) | |
| Total Price Excluding Duties & Taxes CENVAT- able (A-B) | |
| **NOTE:**  The rates quoted above should correspond with the rates calculated on the "Price Breakup page" of this tender. Further following certificate should be given by the agency. | |
| * “We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the CENVAT SCHEME introduced w.e.f 2004 and further extended on more items till date”. | |
| * If Annual Maintenance Contract charges are required to be quoted as per Schedule, basic charges & the service tax should be indicated separately. | |
| * “We hereby certify that E.D Tariff Head indicated separately are correct & CENVAT Credit for the amount mentioned above are admissible as per CENVAT Credit Rules. | |
| * The Contractor submitting the offer with concessional E.D/ Sales tax shall submit the proof of applicable concessional E.D/ sales tax. | |
| **Signature of the Contractor** | |

**18. ADDITIONAL CONDITIONS**

1. **Tendered rates are inclusive of taxes and levies payable under the respective statutes. However, pursuant to the Constitution (forty six Amendment Act, 1982, if any further tax or levy is imposed by statute after the date of receipt of tenders and the firm(s) thereupon necessarily and properly pays taxes or levies, the firm shall be reimbursed the amount paid provided such payment if any is not in the opinion of SE (whose decision shall be final and binding) attributable to delay in execution of work within the control of the firm.**
2. **(a) The firm shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Government and shall furnish such other information/documents as the Engineer-in-Charge may require.**

**(b) The firm(s) shall within a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (Forty Six Amendments) Act 1982 give a written notice thereof to the Engineer- in-Chief that the same is given pursuant to this condition together with all necessary information relating thereto.**

*Note: -No additional condition whatsoever will be acceptable for turnover tax/sales tax on works contract. In case of additional conditions for the payment of such claims by the firm, the tender will not be considered.*

1. PAYMENT TERMS:-

The following terms of payment shall be adopted :

* 1. 100% payment shall be made on completion of work.

*For claiming this payment the following documents are to be submitted to the paying authority:-*

1. Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.
2. Acknowledged Delivery Challan in original.
3. Inspection Certificate of QA(Payable copy in original)
4. The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
5. E-way bill as prescribed in the GST law in case of movement of goods
6. Proof of payment of GST, if applicable.
7. Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

### Note:-

1. If the supplier fails to furnish necessary supporting documents i.e. GST invoice

/ Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.

1. Payment against GST credit will be made only when GST compliant invoice is submitted by the supplier.
2. Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.
3. TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
4. BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.
5. In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

The balance payment shall be made after successful completion of work within a period of 6 months from invoice date to ensure availability of input tax credit (ITC) & subject to condition that there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

Further, in case of any dispute on the payment to be made to the supplier, the same shall be settled on or before the month of September following the end of financial year to which the invoice pertains.

Additionally, in case the dispute is not settled due to any act of the supplier and input credit on the said invoice is lost by BSNL, the same shall be recovered from the supplier.

Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for.

1. **Tax Indemnity clause:**

BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

The bidder should furnish the name of its collaborator (if applicable), brand name, model number, type of the products and HSN classification under GST and Customs law offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

The balance 5% payment shall be released after satisfactory commissioning &completion of work or 6 months from the date of supply of the equipment, whichever is earlier, subject to the fact that delay in commissioning and completion of work is not on account of the contractor. In cases where shortages/ damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the agreement.

100% payment (in place of 95%) may be made on delivery, provided that an additional Bank Guarantee for an amount equivalent to 5 % of the value of supplies valid for a minimum period of one year is furnished by the supplier along with an undertaking that i. A/T shall be conducted by the firm as per the schedule fixed by Executive Engineer (E) ii. The shortages/ damages as are intimated in writing shall be made good iii. In case of failure of the firm to carry out obligations as mentioned at (i) and (ii) above, BSNL will have the liberty to encash the Bank Guarantee in addition to other actions required to be taken as per the agreement.

**Note:** No payment will be made for goods rejected at the site on testing. Payment, if made, for such items shall be recovered from subsequent bills or other bills.

1. **GST Invoice**
   1. All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
   2. Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
   3. In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.
   4. It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility

of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.

* 1. Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise
  2. BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL
  3. It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before rising of the invoice.
  4. E-waybill number should be mentioned on the invoices.
  5. Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
     1. It is the responsibility of the supplier to ensure that outward supply return (GSTR- 1) would be filed correctly. If not, than cost would be borne by supplier.
     2. Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier’s fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by supplier includes (but is not limited to) the following:

1. Uploading appropriate invoice details on the GSTN within the stipulated time;
2. Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.
3. Supplier nees to pay the entire self-assessed tax on timely basis.
4. Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered

from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

1. Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier.
2. A self-declaration alongwith evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL you ensure that no loss of input tax credit is borne by BSNL due to default of supplier.
   1. Refer Annexure below( placed as Annexure- A1 ) for clause stating that all the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.No** | **Particulars for ‘Input invoice’** |  | **S.No** | **Particulars for ‘Receipt Voucher’** |
| 1 | Name and registered address of the supplier | 1 | Name and registered address of the supplier |
| 2 | GST registration number of supplier | 2 | GST registration number of supplier |
| 3 | Name of BSNL entity | 3 | Name of BSNL entity |
| 4 | ‘Bill to’ and ‘Ship to’ address of BSNL | 4 | ‘Bill to’ and ‘Ship to’ address of BSNL |
| 5 | GST registration number of BSNL | 5 | GST registration number of BSNL |
| 6 | Date of invoice | 6 | Date of document issued |
| 7 | Invoice Number | 7 | Document Number |
| 8 | Place of supply (including state) | 8 | Place of supply (including state) |
| 9 | Type of Tax (CGST, SGST and IGST) | 9 | Amount of advance taken |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 10 | Rate of Tax |  | 10 | Type of Tax (CGST, SGST and IGST) |
| 11 | Value of goods / service and type / rate / amount of Tax should be separately | 11 | Rate of Tax |
| 12 | Quantity of goods | 12 | Quantity of goods |
| 13 | Total value of invoice | 13 | In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately. |
| 14 | Description of Supply of goods / service | Note:  Invoice issued at a later stage against receipt voucher to mention this document number.  Refund Voucher to be issued against the advances received if no supply is made and no invoice is raised. | |
| 15 | HSN Code in case of goods |
| 16 | Accounting Code in case of service |
| 17 | In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately. |

* 1. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to- ship to scenario) shall have to be submitted.
  2. It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.
  3. GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by supplier.
  4. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.

GSTN 1…………………….

GSTN 2……………………

GSTN 3 and so on

**Note:**

1. In case the supplier does not agree with the POS or HSN/SAC code stated on the PO, it is the responsibility of the supplier to approach/ request BSNL to revise the PO.
2. BSNL has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by the supplier
3. GST will be applied additionally on above shown basic Price of tender document (tender

document fee) and total tender document cost is to be shown sum of Basic price plus GST amount separately.

1. BSNL would be required to issue a tax invoice to the bidders. The details of such tax invoice would be required to be uploaded on the GSTN portal in following manner:
2. BSNL shall furnish its outward supply details (which includes revenue on account of tender fee) in form GSTR-1 by the 10th of every month;
3. Such details shall be communicated to the recipient of said supplies through GSTR- 2A (Part-A)
4. Post matching of the outward details posted by BSNL on GSTN with the input details posted by the bidder, GSTN portal would calculate the total amount of tax payable by BSNL and bidder would be eligible to claim credit of GST paid on tender fee.

### 5 Increase/ Decrease of tendered quantity

BSNL will have the right to increase or decrease up to 25% of the contract value depending upon the requirement of goods and services specified in the schedule of items without any change in the unit price or other terms and conditions at the time of award of contract.

In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to deviate to 50% of the quantities of goods and services contained in the running tender /contract.

***The following conditions supersedes the conditions/claims wherever else describe in the NIT in this regard.***

### Extension of time

If the firm shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Engineer – in –charge within 30 days of the hindrance on the account on which he desires such extension as aforesaid, and the Engineer – in

– charge shall, if in his opinion reasonable grounds to be shown therefore, authorize such provisional extension of time, if any, as in his opinion be necessary or proper.

### Compensation for delay

If the firm fails to maintain the required progress or complete the work and clear the site on or before the contract or extended date of completion, he has to pay the compensation for delay which is limited to ***0.5%*** per week ***of work order value for the first 10 weeks and 0.7 %*** per week ***for next 10 weeks and thereafter subject to a maximum of 12%*** of the work order value for the location where the work is delayed and the firm is found responsible for the same. ***Flow chart of the procurement process / contract shall be supplied by the firm and approved by Executive Engineer concerned.***

* 1. The Engineer – in – charge shall frame agreement for the work.

### Determination of Contract

The Engineer – in – charge may determine the contract in respect of any delay, inferior workmanship as per clause 3 of PWD-8 contract conditions.

1. **DAMAGES TO BSNL INSTALLATION:**
   1. Any damage to the installation(s)/building during the maintenance period due to the carelessness on the part of maintenance staff shall be the responsibility of

firm & shall be replaced/rectified by the firm without any extra cost.

* 1. Any accident or damage during maintenance/operation will be the responsibility of the agency & the Department will not entertain any claim, compensation, penalty etc. on this account or on account of non observance of any other requirement of law relevant to his work.

### TERMINATION OF CONTRACT:

* 1. Right is reserved by BSNL for terminating the contract due to serious default. This includes major break down or accident or loss due to negligence on the part of firm, failure to attend breakdown in reasonable time, non attending of fault inspite of repeated reminders in reasonable time disobedience and abandoning the site etc. In such a case full 10% Security Deposit which includes Performance Guarantee shall be forfeited by BSNL. The decision of Superintending Engineer in this regard shall be final and binding.
  2. Right is reserved by BSNL for closure of the contract at any time by giving Twelve Months notice for reasons not attributed to the firm. The decision of Executive Engineer shall be final and binding on the contractor for closure of contract and for which BSNL shall not entertain any claim.

1. **GENERAL CONDITIONS**
2. PROGRAMME FOR EXECUTION:

**The firm shall supply detailed program to Engineer-in-Charge for execution of contract within ten days of award of work. The program shall contain details about submission of drawing, supply of materials etc. The tentative dates for installation, testing and commissioning testing of Lift set shall be also submitted. Where such time schedule has been submitted by the firm and the same has been accepted by the Engineer-in-charge, the firm shall comply with such time schedule.**

1. STORES AND SAFETY:

**All the stores and materials required for the satisfactory completion of the work shall be arranged at work site by the firm with his own sources and safe custody of the material stored at site will be the responsibility of the firm.**

1. CO-ORDINATION AT SITE:

**At the site of work, more than one agency may be working. Full co-operation shall be extended to other agencies during progress of work. Further, work shall be carried out in such a way so that it may not cause abnormal noise and hindrance to the officers of the department engaged in erection as well to normal routine work**

1. TEST CERTIFICATES:

**The firm shall submit following test certificates on supply of the material at site:**

Manufacturer test certificates.

* 1. Routine test certificates for individual items.
  2. Dept. may test each unit at factory without any extra payment if reqd

### DATE OF COMPLETION : -

Date of commissioning by BSNL shall be taken as completion date of the work.

### COMPLETION DRAWINGS : -

The firm shall supply three sets of drawings / documents immediately on completion of the work

### GUARANTEE/WARANTEE AND DEFECT LIABILITY: -

The warrantee shall be valid for twelve months after successful performance testing or as per manufacturer, whichever is maximum. The contractor shall guarantee that all equipments shall be free from any defect due to the defective material and / or bad workmanship and also the equipments shall work satisfactorily with performance and efficiencies not less than the guaranteed values.

1. Any part found defective during this period shall be replaced free of cost by the contractor. The service of the contractor's personnel if required during this period shall be made available free of cost to the department.
2. The contractor shall depute his representative within 36 hours of notification of the defect by the department.
3. A joint report shall be prepared by the representative of department and firm regarding nature of defects and remedial action required. Time schedule for such action shall also be finalized.
4. In case the contractor fails to depute his representative within 36 hours of notification of the defect or fails to cause remedial measure within reasonable time as decided during joint inspection, the department may proceed to do so at the contractor’s risk and expenses and without prejudice to any other right.

### TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:

Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the Engineer in charge on behalf of the BSNL shall have the option of terminating the contract without compensation to the contractor.

1. **Including of contractor in criminal / antisocial activities and cases under investigation / charge sheeted by CBI or any other government agencies etc:** If the CBI / Independent External Monitor (IEM) / Income tax / Sales Tax / Central Excise / Custom Departments recommend such a course – Action will be taken as per the directions of CBI or concerned Department.

### BSNL J&K CIRCLE GST NO. is 01AABCB5576G1ZZ

***SECTION –I***

**1] LIFTS**

* **Passenger Lifts**

|  |  |  |
| --- | --- | --- |
| * Number | :- | 01 No. |
| * Size | :- | 08 Passengers (544 Kg.) |
| * Make | :- | M/S TK Elevator India Private Limited (Old M/S Thyssenkrupp Elevator  India Pvt. Ltd.). |
| * Year of Installation | :- | 2019 |
| * Speed | :- | 1 Mtr. Per second |
| * Operation | :- | Full collective |
| * Automatic rescue device | :- | Installed. |

* + 1. **SCOPE OF MAINTENANCE – GENERAL**

**Electrical maintenance of the Technical/Administrative/Residential building(s) as applied in our case means that all Electro Mechanical Services included in the schedule of work are kept in healthy and clean condition and wherever is called for, the same is also carried out, Specific details of maintenance activities required with regard to each service are detailed under sections pertaining to that service.**

**Also in case of breakdown /emergency / permanent closing of the door of the lift, the contractor should depute the technically skilled staff immediately within minimum time at site to evacuate the trapped persons from the lift.**

## METHODOLOGY

**It is presumed that whenever required contractor will provide minimum qualified staff at site, which will be adequate to perform routine maintenance. Also maintenance staff has to made available round the clock round the year even on holidays.**

In case of faults beyond the capacity of the staff provided as above, firm shall immediately provide additional specialized work-force so as to attend to the fault in minimum reasonable time.

## QUALIFICATIONS

**Persons working at site and in charge of maintenance should possess certificate of competency issued/recognized by State Government for carrying out required tasks.**

## TOOLS AND PLANTS

**All tools and plants required for carrying out various tasks relevant to operation and maintenance have to be arranged by the agency at his own cost.**

Minimum tools & Plant as under should be provided by the contractor at site :-

1. Medium size Aluminium ladder 2. Respiration System Kit

3. First aid Box 4. Tong Tester

5. Spanner set 6. Hammer

7. Hacksaw 8. Cutter

1. Rope 10. Torch (3 cells “A” size)

**COMMERCIAL**

* + The workers engaged by firm should maintain proper discipline and good behavior with occupants.
  + The firm shall remove such workers from site whose behavior is found improper Executive Engineer’s decision shall be final.
  + Any damage to the installation(s)/building during the maintenance period due to the carelessness on the part of the maintenance staff shall be the responsibility of firm and be replaced/rectified without any extra cost.
  + The agency will provide the workers with necessary T&P, Testing & safety equipments.
  + Any accident or damage during maintenance will be the responsibility of the agency and BSNL will not entertain any claim, compensation, penalty etc. on this account or on account of non observance of any other requirement of law relevant to this work.
  + Agency has to observe all the labour rules and regulation in force.
  + Dismantled materials shall be returned to BSNL except those items for which the replacement is supplied by the agency.
  + BSNL reserves the right to carry out any work at the risk and cost of the agency, if the agency fails to perform any duty as per the contract.
  + The tenderer must obtain himself at his own expense all the information necessary for the purpose of tendering.
  + Inspect the site and aquaint himself with all the local conditions, means of access to work and nature of work etc. No claims shall be entertained on these accounts.
  + The rates quoted must be full and final.
  + Nothing extra is payable other than the quoted rates unless specified.
  + The contractor shall not sublet the work or part thereof. However, services of specialized agencies for specific work can be obtained.
  + The firm should have round the clock contact telephone number. In case of emergency firm and authorized engineer supervisor shall be available at site on short notice from engineer-in-charge and make all efforts to make the situation normal at the earliest.
  + A complaint book as per Annexure-II shall be kept up to date at site by the firm and the same shall be available for checking and verification.
  + After the contract period is over the installation has to be duty handed over to BSNL. The contractor shall be responsible for any discrepancy vis-a-vis, the status of installation at the start of work plus any modification carried out during the currency of the contract.
  + The firm/contractor should take over/hand over the services in smooth manner without dislocating the services to the Exchange/building.
  + For replacement/repair of items not covered in the scope of contract as per detailed specifications of individual services, the prior approval of Superintending Engineer(E) will be required.

Annexure-I

## Details to be supplied before starting the work

|  |  |  |
| --- | --- | --- |
| Sl. No. | Name of the Agency (With office address) |  |
| 1. | Name of the Proprietor |  |
| 2. | Telephone No.(s) of the Firm |  |
| 3. | Name & address of the Supervisor |  |
| 4. | 24 Hours contact No. |  |
| 5. | Particulars of the Licence/Registration |  |

Annexure-II

## COMPLAINT REGISTER

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Date and | Officer/sections | Nature of | Date and | Acknowledgement | Remarks |
| time of | lodging | complaint | time of | of rectification by |
| complaint | complaint |  | redressal of | complainant |
|  |  |  | complaint |  |
|  |  |  |  |  |  |
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TERMS OF PAYMENT

### Bimonthly/Quaterly payment shall be made after completion of maintenance period, with each bill, a certificate from the contractor that Maintenance has been carried out properly and testing/drills, preventive maintenance of various electromechanical equipments etc. required during the periodhave been performed. This certificate has to be countersigned by the SDE (E) / JTO (E) concerned.

**NOTE :-**

### In case of unsatisfactory performance during this period, upto 10% penalty of the

**Bill amount shall be imposed.**

### In case of a major accident/loss on account of negligence on the part of the contractor, thecontract shall be terminated and 10% of the awarded amount shall be recovered.

IMPORTANT INSTRUCTIONS

**1) Minimum staff required for maintenance shall be arranged by the firm. It is the firm’s responsibility to carry out proper work as per agreement and if more persons are required. It is to be arranged by the firm at no extra cost.**

1. **SECTION –II**

## Part-I : Scope of Maintenance

* The regular maintenance of lifts shall be entrusted to specialized firm. Attending to all type of faults in lift, ensuring smooth running of lifts.

## Part-II: Tasks to be performed within 15 days

* Familiarize with the lift installation in the building.
* The maintenance staff should learn how to respond to an alarm and take steps to rescue trapped passengers. The Firm shall train Lift operators provided by department, with emergency rescue operation procedure.
* Keep record of name of the main maintenance firm, contact Telephone numbers etc. so that agency can be contacted in case of need.

## Part-III: Maintenance schedule to be followed

* In consultation with maintenance-in-charge ensure that maintenance obligations are duly carried out by the maintenance firm. Details of these obligations can be obtained from maintenance-in- charge.
* When a fault is attended by firm ensure that it has been properly attended before the maintenance staff leaves the site.
* Ensure indicators, alarms etc. are in working order.

## Part-IV: Materials

* **All material (except following) shall be in the scope of the work:-**

1. Replacement of lift car/doors, ARD batteries, gear box motor. However the repairing of gear box motor shall be in the scope of work. In case replacement of gear box/ motors are necessary agency shall submit detailed justification & reasons for the same. Decision of Engineer – in- charge regarding repair/ replacement shall be final & binding.

## Part-V: Special conditions relevant to Particular job/Particular site

* Special conditions for maintenance of lifts are as per Condition-A, Condition-B & Condition-C.

## CONDITION “A”

1. Firm shall be responsible to arrange the license for working of a lift if required from competent authority during currency of the contract. The fee paid if any will be reimbursed by the department.
2. The firm will use only trained mechanic to maintain and supervise the good working of the elevator.
3. The firm will carry out fortnightly servicing i/c adjustment indicating, repair and the replacementof the parts necessary due to wear and tear.
4. In addition to the fortnightly servicing as mentioned above the firm will carry out quarterly and yearly checking and necessary repair and maintenance for the easy checking the log book shall be kept in machine room to record the maintenance carried out by the machine and the firm will be wholly responsible to maintain the book according to the items shown in the enclosed list.
5. The firm will repair free of cost all part of the lift i/c hoisting way accessories, hell boxes, indicating boxes and all the machine room equipments.
6. The firm will attend complaints round the clock.
7. The firm shall promptly attend the call back when notified and in the case the call back be left pending for the next day unless it is approved by the department.
8. The payment will be made quarterly.
9. Period of maintenance shall be 24months.
   * 1. **CONDITION “B”**

FORTHNIGHTLY MAINTENANCE

1. Checking the controller accessories and clean adjustment and replacement of necessary, items if required.
2. Checking of the car and hall buttons.
3. Checking of all the indicating lamps and their replacement if required.
4. Checking of all safety point such as emergency switch emergency alarm bell safety show car gate switch break tape switch safety operation and landing gate locks.
5. Checking the leveling and it should be adjusted which should not exceed 10 mm. in case of U.M.V and 50 mm. in case 2 speed.
6. Checking the gear oil level and lubricant of the main motor bearing motor. 7] Checking the brake spending and brake drum.
7. Lubricating the governor pulley.
8. Checking the car gate and landing gate. 10] Checking the car gate and landing gate.

Additional Conditions

11] Cleaning of the commutators of the generator & main motor of the lift. 12] Checking of leakage of oil from different places of the lift machinery.

13] The operator shall also travel in the lift car for few round for checking the problem in lift car.

## QUARTERY MAINTENANCE

1] lubricating the deflector pulley, selector pulley, supporting bearing of main pulley.2] Cleaning and adjustment of carbon brushes of the generator and the main motor.

3] Cleaning the ventilating dusts of the A/C motor. 4] Checking of the work gear and its alignment.

1. Adjust the speed of the door operator motor.
2. Checking the rain ropes, governor ropes, selector tape and landing and car gate ropes. 7] Checking the brake lining.

8] Adjustment of the car gate and landing gate safety shoes. 9] Checking of over speed switch of the governor.

10] Lubricating guide rails and guide shoes and adjustment of the guide shoes. 11] Check that the emergency key works well.

12] Check the slowing switches and final switches. 14] Lubricate the louvers of the break assembly.

ANNUAL MAINTENANCE

1. Checking of the car frame.
2. Checking of the buffers and counter weight clearance. 3] Checking of the governor speed.

4] Checking the Rails, brackets and their clamps. 5] Clean the gear box and put new oil.

6] Checking the motor bearing and lubricated after cleaning. 7] Check the work gear and align the main machine.

Additional Conditions

8] Overhaul the braise. 9] Check the oil seal.

1. Check the door motor to be adjusted.
2. Check the commutator and get it turned if necessary. 12] Check the guide clearance.

13] Overhaul the car and fan.

## SPECIAL CONDITION BROUGHT TO THE NOTICE OF TENDERERS

1. The firm shall quote as per NIT conditions.
2. Any deviation from NIT conditions will make the tender liable for rejection.
3. The rate shall inclusive of all taxes, duties, excise central or state, sales tax, octroi charge, loading, freight and unloading at site.
4. No concessional form shall be issued by the Department.
5. The work shall be got executed by the trained persons under the supervision of qualified engineer. 6] The firm shall make all arrangement for watch and ward of the equipment supplied by him at site.

## ADDITIONAL SPECIFICATION

All equipment should be ISI marked in case where “ISI” marked equipment are available. In case no ISI marked equipment is available the equipment should confirm to the existing “ISI” specification in support of this suitable certificate of the product from the manufacturer shall be submitted by the firm before installation is taken up, the firm shall be responsible for replacement of such items at their cost which are provided later as contrary to the certificate given by the manufacturer.

Additional Conditions

LIST OF APPROVED MAKES- BSNL ELECTRICAL WING

(As on 29.02.2016)

|  |  |  |
| --- | --- | --- |
| S.No | ITEMS | MAKES |
| 1. | Engine | Ashok Leyland /Cummins/ Cater pillar / KOEL/ Volvo Penta /Mahindra & Mahindra (up to 200 KVA) /Escorts(up to 30 KVA)/  Eicher (up to 35 KVA |
| 2. | Alternator(Brushless) | Crompton Greaves (AL.series)/KEC/Leroy  Somer / Stamford/Jyoti Ltd |
| 3. | Battery (Lead Acid / Mntc. Free) | Amara Raja / AMCO / Farukawa / Hitachi  / Exide/ Prestolite / Standard |
| 4. | HV Switchgear(Vacuum Circuit Breaker/SF6 ) | Biecco Lawrie/Crompton / Kirloskar / MEI / Jyoti Ltd |
| 5. | Transformer (Oil filled/ Dry type) | ABB / Schneider Electric /Andrew Yule / Bharat Bijlee / Crompton / EMCO / Kirloskar / Siemens  In addition to above makes, Uttam/Patson/ Rajasthan Transformer and Switchgear |
| a) Above 400 KVA |
| b) Up to 400 KVA |
| 6. | Air Circuit Breaker | L&T/ Schneider Electric / Siemens |
| 7. | MCCB(Ics=Icu) | L&T/ Schneider Electric / Siemens |
| 8. | SDF units | L&T/ Schneider Electric / Siemens/ HPL/  Havells |
| 9. | Power Contactors | L&T/ Schneider Electric / Siemens/ Lakshmi  (LECS) |
| 10. | Change Over Switch | HPL / Havells / H-H Elcon |
| 11. | Intelligent APFC Relay | L&T/EPCOS(Siemens)/ Schneider Electric / Neptune Ducati/Syntron/ABB |
| 12. | Bus Bar Trunking/ Sandwiched Bus Duct | Moeller/L&T/Schneider Electric/ABB/ Legrand/ Zeta |
| 13. | Power Capacitors(MPP/APP) | L&T/EPCOS(Siemens)/ABB/Crompton/Schnei der Electric/Neptune Ducati |
| 14. | Digital / KWHr meter | Schneider Electric/ AE/ Digitron / IMP/  Meco / Rishabh / Universal/HPL/L&T/ABB/Yokins |
| 15. | Cold shrink HT/LT Cable Joint | Denson / 3M(M-Seal )/ Raychem |
| 16. | Rubber Matting | ISI mark |
| 17. | MCB/lsolator/ELCB/RCCB/Distributio n Board | Crompton / Havells / lndokopp / MDS Legrand  / L&T / Schneider Electric/ Siemens / Standard/ C&S/ABB/HPL |
| 18. | MS/ PVC Conduit | ISI mark |
| 19. | Cable Tray | MEM / Bharti / Ratan/Slotco/Profab |
| 20. | HT/LT Cables | ISI mark |
| 21. | PVC insulated copper conductor wire | ISI mark |
| 22. | Centrifugal Pump | Amrut / BE / Beacon / Batliboi /Crompton / Jyoti / Kirloskar / KSB / Mather & platt /  WASP/ Grundfos |
| 23. | Submersible Pump | Crompton/Amrut / BE / Calama /Kirloskar / KSB |

Additional Conditions

|  |  |  |
| --- | --- | --- |
| 24. | Motors | ABB/ Bharat Bijlee / Crompton Greaves /  Schneider Electric / HBB / KEC /Siemens/ Jyoti Ltd |
| 25. | Fresh Air Fans | GE / Khaitan / Almonard /Crompton |
| 26. | Starter | ABB / BCH / Schneider Electric / L&T / Siemens |
| 27. | Single Phase Preventer | L&T / Minilec / Siemens / Zerotrip |
| 28. | GI/MS Pipe | ATC / ATL / BST / GSI / ITC / ITS / IIA / JST /  Jindal /TTA / Tata/Zenith |
| 29. | Foot Valve | ISI mark |
| 30. | Gate Valve | Advance / Audco / Johnson Controls/ Zoloto /  Annapurna / Fountain / Kirloskar / Leader / Sant / Trishul |
| 31. | Compressors | Carrier / Emerson Copeland /York/Danfoss (for chillers only) |
| 32. | Resin Bonded Glass wool | Fibre Glass / Pilkingston / UP Twiga |
| 33. | Expanded Polystyrene | BASF(India) Ltd. |
| 34. | Gauge | Feibig / H.Guru / Pricol |
| 35. | Controls | FLICA / Honeywell / Indfoss / Penn-Danfoss /  Ranco / Ranutrol / Sporland |
| 36. | Fine Filters | Anfiltra Effluent / ARW / Athlete/ Airtake/ Dyna  / Kirloskar/ Puromatic/ Purafill/ Purolator / Tenacity |
| 37. | GI Sheet | HSU Jindal / National / Nippon Denro / Sail /  Tata |
| 38. | Heat Detector | Appollo / Chemtron/ Edward / Fenwal/ Hochiki  / Nitton /System Sensor/ Wormald/ Honeywell Essar/Notifier |
| 39. | Ionization Detector | Appollo / Cerebrus / Edward/ /Fenwal /  Hochiki / Nitton / System Sensor / Wormald |
| 40. | Photo Electric Smoke Detector | Appollo / Cerebrus / Edward/ /Fenwal /  Hochiki / Nitton / System Sensor / Wormald |
| 41. | Fire Panel (Microprocessor based) | Agni Instruments / Agni Devices/ Aruna  Agencies/ Carmel Sensor / Ravel Elect./ Honeywell Essar/Notifier/Navin Systems |
| 42. | Sprinkler/ Hose Reel & Hose Pipe | ISI mark |
| 43. | Fire Extinguisher | ISI mark |
| 44. | Lift | OTIS, Kone, Mitsubishi , Schindler, Johnson, Thyssenkrupp Elevator (India) |

NOTE:

In case of External / PMC works, the list of approved makes may be modified as per client’s requirement.

The accessories such as CT/PT/measuring instrument/relays provided by approved make in respect of Transformer / HT Panel / DG / AC Package Units as supplied by approved manufacturer along with the equipments are also acceptable in addition.

Any additional makes may be approved by concerned PCEs / Sr CEs / CEs (Elect) for the work under his jurisdiction as already accorded vide letter no. 3-2-5/EW/VEP-1/2007 dated 05-07- 2007