



**BHARAT SANCHAR  
NIGAM LIMITED**

**O/O GMTD SHIMLA HP**  
***TENDER DOCUMENT***

**Tender for Repair Window & split Type ACs in the jurisdiction of Shimla SSA on call Basis.**

**(SECTION- I )**

BHARAT SANCHAR NIGAM LIMITED  
Office of the General Manager Telecom District Shimla (H.P.)

**Detailed NITNo. 2-129/Tender/ACs/Bldg/2015-16/9****Dated :- 16.05.2015****NOTICE INVITING TENDER**

Properly sealed tenders (sealed by packing PVC tape/ sealing wax) are invited by the General Manager Telecom District Shimla for and on behalf of B.S.N.L. only from experienced contractors for below noted items in the jurisdiction of Shimla-SSA comprising of various sub divisions as mentioned below:

Section	Area of the work	Tender item no.	Description of work to be executed	Estimated Cost approx. in Rs.	EMD approx. in Rs.	Submission of tender	Opening of tender	Cost of Tender form in Rs.
Zone-I	All Telephone exchanges & BTSs under the jurisdiction of Shimla SSA	A-1	Repair of faulty Window & split type ACs.	362600-00	9065-00	Up to 14.30 hrs.of 04.08.2015	1500 hrs. of 04.08.2015	569-00

**Period of contract:** One Year and is extendable further for one more year.

**Sale of Tender document up to** : The tender document shall be available on all working days between 11.00 to 16.00 hrs in the O/o GMTD Shimla upto one day in advance of last date of opening of tender. A contractor is at liberty to apply for one or more than one section on the same tender document.

Tender Document can also be downloaded from our Web site [www.hp.bsnl.co.in/shimla/shimlaimindex.htm](http://www.hp.bsnl.co.in/shimla/shimlaimindex.htm). In case of contractor downloading the tender document from Website then he should enclose DD for tender document fee with the tender offer.

**Submission of Tender:-**The tender is to be dropped in tender box kept in the O/o GMTD Shimla up to 1430 hrs of date of opening of tender

The right to accept the whole or part thereof or to reject any bid/bids or to annul the bidding process at any time prior to award of contract without assigning any reason whatsoever and without any liability or prejudice for the losses incurred to affected bidder or bidders due to cancellation of tender process or rejection of bids thereof, is reserved by the General Manager Telecom District Shimla.

Note :- 1 During evaluation process if it is observed that the downloaded document is not exactly as per original document and is tempered/modified in any way the bid will be rejected.

Signature of bidder

2 Eligibility Condition: The prospective bidders should satisfy following conditions

He should have completed work of AC Repair in BSNL/MTNL/PSU/Govt. department as per detail given below during last seven years ending last day of month previous to one in which the tenders are invited:

I Three similar completed works each costing not less than the amount equal to 40% of estimated cost of zone for which he applies. OR

II Two similar completed works each costing not less than the amount equal to 50% of estimated cost of zone for which he applies OR

III one similar completed works costing not less than the amount equal to 80% of estimated cost of zone for which he applies .

The Experience certificate should be issued by an officer not below than the rank of STS or Equivalent.

3. Tenderers should submit their tenders in separate wax sealed covers for each zone marking envelop 'A' as "Pre qualification Bid" containing documents like experience certificates, Earnest money, declaration as per NIT, declaration/undertaking regarding insolvent, EPF Registration, service tax registration etc. as per clause 3 of Section-IV of tender document along with terms and conditions of tender form duly accepted and signed by contractor. Envelop 'B' as "Financial Bid" containing rates quoted by the bidder as per Financial Bid section II.
4. The complete tender should be addressed to the AGM (Opn.) O/o GMTD, Shimla.
5. The wax sealed tender will be opened in the chamber of authorized officer in the o/o G.M.T.D. Shimla in the presence of tenderers or their authorized representatives who, may wish to be present at their own expense.

The right to accept the whole or part thereof or to reject any bid/bids or to annul the bidding process at any time prior to award of contract without assigning any reason whatsoever and without any liability or prejudice for the losses incurred to affected bidder or bidders due to cancellation of tender process or rejection of bids thereof, is reserved by the General Manager Telecom District Shimla.

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**AGM (Operation)**  
**O/o GMTD. Shimla**

**Section II (Price Schedule)****Financial Bid**

With reference to your tender notice I/We hereby tender my/our rates for Repair of window & split type ACs on Call basis in Shimla S.S.A. (Urban +Rural)

(Rate running, contract for one year for Repair of WACs & split type ACs)

Tender for Repair Window & Split Type ACs in Shimla SSA.  
NIT No. 2-129/Tender.ACs/Bldg/2015-16/9 Dated 16.05.2015

S. No.	Description of items	Qty	Unit	Offered Rate (Rs)	
				In Figures	In Words
1	Servicing of 1.5TR window AC units complete with checking all the elect connection for its tightness, checking of elevt. Parts for proper functioning cleaning and washing of entire unit, testing after servicing all as required.	50	Nos.		
2	Servicing of 2.0TR split AC units complete with checking all the elect connection for its tightness, checking of elevt. Parts for proper functioning cleaning and washing of entire unit, testing after servicing all as required.	50	Nos.		
3	Charging of fresh refrigerant R-22 in the existing WAC unit of following capacity complete with leakage testing, capacity testing all as reqd.				
(a)	1.5TRWAC	3	Jobs.		
(b)	2TR SAC	3	Jobs.		
(c)	Top up 1.5TR/2.0TR SAC	3	Jobs.		
4	Replacement of fan motor of existing WAC unit with new one i/c interconnection. Testing . Commissioning all as required . Note:- The old damaged fan motor will be the property of the contractor & the rates may be quoted accordingly.	8	Nos.		
5	Replacement of blower fan motor of existing SAC unit with new one i/c interconnection, Testing, Commissioning all as required . Note:- The old damaged fan motor will be the property of the contractor & the rates may be quoted accordingly.	8	Nos.		
6	Replacement of faulty compressor with new rotary compressor of same rating complete with installation, testing and commissioning all as reqd.(Note:- old faulty compressor will be the property of the contractor & the rates may be quoted accordingly.)				

Signature of bidder

(a)	1.5TR	3	Nos.		
7	Replacement of faulty compressor with new reciprocating compressor of same rating complete with installation, testing and commissioning all as reqd.(Note:- old faulty compressor will be the property of the contractor & the rates may be quoted accordingly.)				
(a)	1.5TR	5	Nos.		
(b)	2.0TR	5	Nos.		
8	Replacement of following faulty items in the existing WAC/SAC unit with new one complete with interconnection, testing all as reqd.				
(a)	Starting capacitor 4 MFD	9	Nos.		
(b)	Starting capacitor 80-100MD	9	Nos.		
©	Starting capacitor 100-120MD	9	Nos.		
(d)	Running capacitor 36 MFD	9	Nos.		
(e)	Running capacitor 50 MFD	9	Nos.		
(f)	Thermostat	9	Nos.		
(g)	Relay	9	Nos.		
(h)	32A DP MCB in 2 pole sheet steel MCB	9	Nos.		
(i)	3*4sqmm PVC round(flexible) cable	9	Mts.		
(j)	Dual AC controller	7	Nos.		
9	Replacement of condenser fan motor of existing SAC unit with new one i/c interconnection, testing, commissioning all as reqd. (Note:- old damaged fan motor will be the property of the contractor & the rates may be quoted accordingly.)	3	Jobs		
10	Replacement of blower of existing SAC unit with new one i/c interconnection, testing, commissioning all as reqd. (Note:- old damaged blower will be the property of the contractor & the rates may be quoted accordingly.)	3	Jobs		
11	Replacement of control card of microprocessor based controller of free air cooling system having operation on 42 to 56V Dc suitable for upto 2.0 TR AC unit complete with interconnections, testing all as reqd.	3	Jobs		
12	Replacement of damage AC main switch with new 63A 415V TPN SFU in sheet steel enclosure with 63A HRC fuse links(3nos.) complete with interconnection , testing all as required.	3	No.		
13	Fan capacitor 4UF	4	No.		
14	Fan capacitor 6UF	4	No.		

15	Selector switch	3	No.		
16	Condensering coil/cooling coil	2	No.		
17	Fan motor rewinding SAC	3	No.		
18	Window AC motor rewinding	3	No.		
19	Indoor blower	3	No.		
20	Blower bush	3	No.		
21	Circuit repair SAC	3	No.		
22	Fan blade WAC & SAC	3	No.		
23	Compressor Repair (1.5TR AC/ 2.0 TR AC)	5	No.		

**NOTES:**

1. Rates should be quoted for repairing charges including the cost of spares to be used
2. Spare will be used of original make.
3. All tools required for job will be arranged by the contractor himself.
4. Rates should be inclusive of transportation charges for labour and material.
5. Rates should be inclusive of all taxes such as Income Tax, Excise duty, Octroi and Trade Tax etc. except service tax.
6. No TA/DA will be admissible to Service Engineer.
7. Boarding and Lodging facility will not be provided by the BSNL.
8. Handing over/Taking over of the material will be done at the respective site only.
9. Repair will be done as per Technical specification as per clause 17.0 & special terms and conditions.

**Section III**  
**TERMS AND CONDITIONS OF TENDER FOR REPAIR OF Window & Split type ACs)**  
**IN TELECOM DISTRICT, Shimla**

Sealed Tenders are invited on behalf of Bharat Sanchar Nigam Limited for Repair of WACs & split type on call basis in Shimla Telecom Distt, for one year.

1. Tenders can be submitted personally or sent by registered post in the prescribed form placed in double Wax Sealed covers superscribed as "Tender for Repair of WACs & split type ACs . The tenderer should submit the sealed tenders clearly mentioning the rate both in figures as well as in words in the Performa.
2. Tender received either by post or courier service or in person after the specified time will not be opened or considered and will be rejected.
3. Rates must be quoted clearly in words and figures. Corrections if any in the tender should be initialed, otherwise tender is liable for rejection.
4. Tenders shall be opened at scheduled time & date in the % GMTD, Shimla before the tenderers or their, representatives who wish to be present.
5. The tenderer should have experience certificate as specified & should be submitted with bid.
6. The Tender document not accompanied with the cost of bid document (in case of document downloaded from the website will summarily be rejected) The tender shall furnish a declaration to this effect that no addition/deletion/correction have been made in the tender document submitted and it is identical to the tender document appearing in the website..

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**Section IV**  
**GENERAL GUIDELINES AND INSTRUCTIONS :**  
**SUBMISSION OF TENDER**

- 1.1 Closing the cover by Gum will not be treated as sealed cover. The cover should be sealed by tenderer by sealing wax /PVC packing tapes properly fixed on the cover.
- 1.2 Both inner and outer covers of the tenders are to be sealed as mentioned above in 1.1.
- 1.3 The tenderer should certify and affix his signature on each and every page of the tender documents and return it along with his tender offer, as a token of his acceptance of each of the conditions specified on each of the conditions specified on each page of the tender document.
- 1.4 Any attempt for negotiation direct or indirect on the part of a tenderer, with the authority to whom he has submitted the tender or the authority who is competent finally to accept it , after he has submitted the tender or endeavors to secure interest for actual or prospective tender or to influence by any means , the tender becomes liable to be excluded for consideration.
- 1.5 The tenderer will be bound by all terms, conditions and specifications as detailed in the tender documents.
- 1.6 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the tenderer in any of the conditions will be permitted after the tender opened.
- 1.7 No communication from the tenderer in the form of any clarification information/document last sight in the original tender etc. will be given any consideration, unless any such clarification has been sought for by the GM Telecom, Shimla.
- 1.8 No tender without the prescribed earnest money will be considered for acceptance.
- 1.9 The work is anticipatory and it can be increased or decreased by 25%.

**2.0 LATE TENDERS:**

Tenders received either by post or courier service or in person after the specified date & time will not be opened or considered.

- 2.1 No tender will be received in person by the General Manager Telecom or any other staff subordinate to him. Any tenderer wanting to deliver the tender in person should deposit the tender in TENDER BOX kept in the Office of o/o GMTD Shimla.
- 2.2 Tender sent by post, if delivered by the postman after the expiry of the specified time will only be recorded and not opened or considered. Such tenders will be opened only when a request is made by the tenderer that any demand Draft enclosed as Earnest Money may be returned in original, the other documents will only be recorded and not returned.

**3.0 DOCUMENTS TO BE SUBMITTED WITH TENDER**

**(A) Qualifying Bid.**

- 3.1 One copy of the complete set of tender documents duly filled in any signed on each page and also at every correction/over writing by the tenderer or otherwise as prescribed in the different clauses of the tender document in respect of any matter or documents.
- 3.2 Earnest Money deposit amount in the manner specified in the documents.
- 3.3 Original "Power of Attorney" in case person other then the tenderer has signed the tender documents.
- 3.4 Authenticated Copy of Registered Partnership Deed in case of Partnership Firm, registration of firm or affidavit in case of sole proprietorship firm.
- 3.5 Experience Certificate for the amounts as mentioned in NIT, issued by an officer not below the rank of STS officer of BSNL/DOT .
- 3.6 Attested copy of EPF registration and service Tax registration.
- 3.7 Declaration as per NIT in case of downloaded documents.
- 3.8 Declaration/undertaking stating that\_\_\_\_\_ (bidder) has not been declared as insolvent by any court.

**Financial Bid.** Rates as per format.



**4.0 EARNEST MONEY:**

Earnest Money shall be paid in the shape of Bank Draft in favour of A.O.(Cash) BSNL,O/o G.M.T.D., Shimla from any Scheduled Bank payable at Shimla.

- 4.1 No interest shall be allowed on the amount deposited by the tenderer as earnest money. Earnest money of unsuccessful tenderer will be refunded within reasonable time after final decision of the tender without any interest. The earnest money deposit of successful tenderer shall be adjusted towards security deposit for the due fulfillment of the contract, but shall be forfeited if the tenderer fails to deposit initial security deposit and fails to execute the agreements within the period specified and on being called upon to do so after acceptance of the tender or fails to start the work as stipulated in the letter of indent/acceptance.

**5.0 SECURITY DEPOSIT**

E.M.D. of the successful tenders will be converted into Security deposit. In addition to above 7.5% of the estimated cost of work has to be deposited as security deposit. Hence total security deposit will be 10% of the estimated cost. All the Security deposit will be refunded after six months of the expiry of the contract on production of N.O.C. from field units concerned.

**6.0 QUOTATION OF RATES FOR SCHEDULE:**

- 6.1 Tenderer will quote the rates in English numerals. The rates should be quoted in words (either Hindi or English).
- 6.2 In the case of illiterate tenderer, the rates tendered should be attested by a Gazetted Officer. The rates quoted in words will be the correct basis and not the rates in fig.
- 6.3 All corrections, additions and alterations in the entries and papers will be signed in full by the tenderer with date cutting, errors or over-writing shall be permissible unless attested under the signature of the tenderer with date. The tender shall contain the name, residence and places of business of person/persons making the tender and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish the full name and address of all partners or by a duly authorised representative followed by the signature and designation of the person signing it. In case it is signed by authorised representative, a duly certified copy of the power of attorney on the behalf of tenderer shall accompany the tender. In case of the partnership firm attested true copy of the partnership deed must be submitted along with the tender. The tender will be evaluated on the basis of overall rates quoted unit wise for all items. The tender value will be equal to the estimated value.

**7.0 REJECTION OF TENDERS:-**

The General Manager Telecom District Shimla reserves the right to accept or reject any or all tenders without assigning any reason what so ever.

- (a) Consideration of any tender not supported by requisite earnest Money Deposit in the manner provided therein.
- (b) Consideration of any tender deficient or incomplete in any of the requisite matters, Particulars or formalities for any reason which shall not be disclosed to tenderer.
- (c) Consideration of any tender offer which change the terms and condition (other then these envisaged in the Tender document sold) altered consideration, specification or time limits set.
- (d) Any or all the tenders received without assigning any reason thereof and will not be bound to accept the lowest tender.
- (e) Incomplete tenders are liable to be rejected.
- (f) Conditional tender will not be accepted.

**8.0 VALIDITY**

Tender submitted by tenderer will remain valid for acceptance for a period of 180 day from the date of opening of the tender. The tenderers shall not be entitled during this period of 180 days without the consent in writing of the General Manager Telecom, Shimla to, revoke or cancel his tender or to vary the tenders awarded shall remain valid for a period of one year at the same rates, terms and conditions from the date of agreements. The tender validity may be extended upto one year more within the N.I.T. value or up to 25% extended N.I.T. value on the same rates, terms and conditions by G.M.T.D., Shimla if required.

**9.0 ACCEPTANCE OF TENDERS AND AWARD OF WORK:-**

The BSNL/officer inviting tenders shall reserve the right at its/his absolute discretion to accept the tenders any or more then one or wholly or in parts without assigning any reason whatsoever, and it shall be binding

on the concerned tenderer to supply/work so awarded. The whole work in any sector may be split up and accepted in parts and not entirely if considered expedient by BSNL at his absolute decision.

9.1 Tender will be accepted and contract will be finalized only with those tenderers who in the opinion of the General Manager Telecom are having capacity and resources to execute the work assigned in the prescribed time as per the time schedule.

9.2 Work can be awarded to more than one party.

#### **10.0 SIGNING OF THE CONTRACT AGREEMENT:-**

The successful tenderer after depositing security deposit shall be required to execute an agreement on a non-judicial stamp paper at his own cost and in the prescribed Performa. In the event of failure of the tenderer to sign the agreement within specified time of being called upon to do so after the acceptance of the tender, or on the event of his failure to start the work as stipulated, the amount of Earnest Money and/or initial security deposit shall stand forfeited to the B.S.N.L. and the acceptance of the tender shall be considered as revoked.

#### **11.0 SETTLEMENT OF CLAIMS FOR LOSSES AND DAMAGES:-**

In the matter or settling any claims for losses, damages, cost of expenses to which the BSNL may be put by reasons of default of the contractor referred to above or the article of the agreements, decision of G.M.T.D Shimla in writing will be final. Amount payable to the contractor whether arising out of this particular contract or out of any other transaction of contract whatsoever.

#### **12.0 TERMINATION OF CONTRACT**

The G.M.T.D. Shimla, has the option of terminating the contract either partially or wholly at any stage without assigning any reason by giving one month notice in writing to that effect and shall not be liable to pay any compensation to the contractor, whatsoever it may be.

#### **13.0 WORK AND ACCEPTANCE TESTING:-**

The contractor will prepared bills in triplicate for the works executed by him. The work should be accepted by the JTO, SDO(T) & DET of concerned exchanges.

#### **14.0 ARBITRATION**

1. In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, (**Himachal Pradesh**) or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager, (**Himachal Pradesh**) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, (**Himachal Pradesh**) or the said officer is unable to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment that the arbitrator is BSNL Servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as BSNL Servant has expressed view on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
2. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
3. The venue of the arbitration proceeding shall be the office of the Chief General Manager, Himachal Pradesh or such places as the arbitrator may decide. The dispute may be requested for arbitration within six months from the date of completion of work by the contractor. The following procedure shall be followed:
  - (i) In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
  - (ii) There should not be a joint submission with the contractor to the sole arbitrator.
  - (iii) Each party should submit its own claim severally and may oppose the claim put forward by the other party.
  - (iv) The onus of establishing his claims will be left to the contractor.

- (v) Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- (vi) The “points of defense” will be based on actual conditions of the contract.
- (vii) Claims in the nature of ex-gratia payment shall not be entertained by the Arbitrator as these are not contractual.
- (viii) The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defense”.
- (ix) If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator. The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

#### 15.0 PENALTY CLAUSE:

##### **Delay and abandoning of the execution of the Work**

15.1 All the complaint should be attended within seven days.

15.2 Penalty for not repairing the AC within stipulated period will be imposed as under:

b) 8 to 11 days	=	Rs. 50-00 per unit per day
c) 12 to 15 days	=	Rs. 70-00 per unit per day
d) Beyond 15 days	=	Rs. 100-00 per unit per day

Maximum of 10% work awarded will be imposed as penalty.

15.3 In case either the contractor abandon the Work or the contractor is removed either for delay in work or for want of standard quality. If the work is allotted to some other contractor and the excess amount over the proportion amount awarded thus paid the new party will be recovered from the pending bills or from the Security deposit the original contractor.

15.4 In case of delay because of BSNL reasons the matter will be referred in writing to the GMTD, Shimla.

15.5 If same fault is re occurred in any AC within six Months of repair, it will be repaired free of cost by the contractor and if replaced component is gone faulty within 12 Months , it will be replaced free of cost by the contractor.

#### **16. PAYMENT**

16.1 The Bill of Contractor will be paid by A.O. (cash) B.S.N.L.O/o G.M.T.D. Shimla on submission of bills in duplicate to SDE(Bldg) O/O GMTD Shimla with satisfactory report of concerned field officer necessary verification countersigned by DET concerned. Bill should bear the agreement number and work order No. \_\_\_\_\_ and satisfactory report along with certificates that:

- (a) Parts replaced are of original make of AC.
- (b) Recovered material has been deposited by the contractor.

16.2 Checklist Points :

Contract specifications bearing No.....dated....

Bill No.

- (i) Work has been done satisfactory as per contract bearing Number..... date..... and further w/o Number.....date ..... for the period .....
- (ii) Provision exist in Estimate no.....
- (iii) Rate approved/accepted as per ANX .....of agreement
- (iv) All documents have been attached as required as per contract.
- (v) No complaints received from labours .
- (vi) Nothing is due from contractor .
- (vii) No damages done by the contractor during performance of duty.
- (viii) No substandard work has been done /
- (ix) No penalty is applicable as per contract.

17 Work order will be issued by AGM(Operation) on receipt of the requisition from SDO in charge of the exchange .

18. The tenderer signing the tender in case of firms should clearly mention whether they are signing as(1)sole proprietor (2) partner (3) under the power of Attorney (4)Director, Manager or secretary etc. As the case

may be copies of document authorizing the tenderer signing the tender on behalf of that company, firms and person should be attached with the tender.

19. The accepted rate will be operative for a period of one year the date of signing the agreement. The GM Telecom Distt. Shimla reserves powers to extend or reduce the period. If necessary or according to requirement from time to time the accepted tender will be valid for the entire period of contract and no escalation will be allowed on account of any reason whatsoever, the accepted tender will be operative for the entire area of zone of Shimla-SSA.
20. If any tender withdrawn before the final acceptance of the tender, the earnest money deposited by the tenderer will be forfeited.
21. If damage is done to any property or any person in public then the same will have to be made good by the contractor. Contractor shall follow all workmanship standard prescribed by the BSNL and deliver good quality of work.
22. The Contractor shall not engage any BSNL employee (Regular/casual) for getting this job executed. If at any stage it is found doing so, then the G. M. Telecom Distt. Shimla can impose any suitable-penalty even to the extent of termination of the contract leading to the forfeiture of security money.
23. The BSNL does not take any responsibility any facility to the labourers employed by the contractor. BSNL will not supply any consumables item. The contractor will be responsible for their safety and in case of any damages to BSNL property or in default the same will be recovered from the bill or adjusted towards security money etc.
24. The earnest money will be refunded to the tenderer who's tenders are not accepted in due course in accordance with the rules of the BSNL for which stamped pre-receipt may submitted with the tender.
25. The BSNL reserves the right to carry out any work in part or full through BSNL or through any other contractor/agency.
26. The BSNL reserves the right to suspend any scheduled item/items temporarily or permanently.
27. The parts replaced should be of original make of AC.

#### 27 WORKMEN'S COMPENSATION

In every case which by virtue of the provisions of section 12 sub section (91) of the workmen's compensation Act, 1923 Govt. is obliged to any compensation to a workmen employed by the contractor, in execution of the works, BSNL will recover from the contractor the amount of the compensation so paid and without prejudice to the right of the BSNL. Under section 12, sub section (ii) of the said Act, BSNL. Shall be at liberty to recover such amount or any part there of by deducting it from such amount or any part there of by deduction it from the security deposit or from any sum due by BSNL. to the contractor whether under the contract or otherwise BSNL. shall not be bound to contest any claim made against it under section 12 sub section(1)of the said Act, except on the written request of the contractor and upon his given to BSNL. full security for all costs for which BSNL. might become liable in consequence of contesting such claims.

#### **28.0 LABOUR WELFARES**

- 28.1 The contractor shall ensure compliance of all labour laws and ensure payment of fair wages to its employees. The contractor will have to submit affidavit regarding compliance of all labour laws applicable to him.
- 28.2 Any failure to fulfill this requirement shall attract the panel provision of this contract arising out of the resultant non execution of the work. The G.M.T.D., Shimla or his subordinate official concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non fulfillment of the condition of the contract for the benefit of the workers non payment of wages or of deduction made from his or their wages which are not justified by their terms of the conduct or non observance of the regulations.
- 28.3. If the contractor refuses for executing any specified work, the BSNL reserves the right to get the work done by other agencies even at higher rates and the difference of the cost will be deducted from contractors pending bills or security money as the case may be.
- 28.4 The tenderers have to fulfill all the terms & conditions of the provisions of EPF & Miscellances. Provisions Act 1952 & Employees Provident Fund Scheme 1952 in respect of all labourers/ employees engaged by the tenderer for execution of BSNL's work.

**29 SET OFF**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the 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 BSNL or such other person(s) contracting through the BSNL

## Section V

### SPECIAL TERMS AND CONDITIONS

1. All recovered material will be property of the BSNL and will be duly made over to the concerned officer.
2. Item of supply should be of the same make as quoted .Genuineness will be guaranteed by the contractor
- 3 Components damaged by the contractor or his workers due to negligence or mishandling or due to unskilled working will have to be replaced by the contractor free of cost
- 4 Authorized signatory of the contractor will enter in the log- book, the details of jobs handled and condition of the equipment/components will be signed by the respective staff of BTS/Exch.
- 5 He should take out any component /compressors from the Air conditioners for repair/replacement from the open market or any other source. The contractor shall attend the faulty units/Air conditioners within 7 days.
6. GMTD Shimla reserved the right to increase/decrease the quantity of number of AC units.
7. The tenderer will have to give guarantee for smooth functioning for six months for repaired ACs /Parts and 12 Months for replaced components .In case of any fault occurs within the guarantee period the tendered will have to carry out repair/replacements free of cost within a week time and failing which the repair will be carried out by the BSNL through any agency at the tenderer's risk and cost.

**Section VI**  
**DECLARATION BY TENDERERS**

i) I/We have fully understood the above Special Terms and Conditions as well as General Terms and Conditions of tender (attached with the tender) which are returned herewith duly signed by me/us on each page in token of having accepted the same in TOTO and I/we have made my/our offer in keeping in view to the Terms and Conditions.

ii) I/we hereby declare that I/we shall treat the tender document, drawings and other records connected with the secret /confidential documents and shall not communicate information/derived there from to any other person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudice to safety of the same. I/we hereby tender for execution of the C.M.D.New Delhi work specified in schedule of work (N.I.T.) within the specified time at the rates and amount given in figures and words by me/us in the Annexure SCHEDULE OF RATES in accordance with the specifications, given before hand and revised from time to time by the officer in -charge of the work or supervisor nominated for the purpose by the BSNL and as per instructions and conditions of the Contract Agreement .I/we shall use the material issued to me by the BSNL for and in all respects in accordance with the instructions of the BSNL and any misuse or loss thereof, shall be deducted from me/us any shape.

Should this tender be accepted in whole or in part. I/we hereby agree to abide by and fulfill all the terms and provision of the said terms and conditions of this tender, all the terms and the provisions contained in notice inviting tenders and terms and conditions of the enlistment so far as applicable and/or in default thereof forfeit and pay to the C.M.D.New Delhi or his successor in office, the sum of money mentioned in the said condition, a sum of Rs. \_\_\_\_\_ is hereby forwarded in the form of D/D of a scheduled bank guarantied by the Reserve Bank of India drawn in favour of Accounts Officer(Cash) BSNL office of GMTD Shimla as earnest money. If I/we fail to commence the work specified in the above memorandum. I/we agree that the said CMD or his successor in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us or otherwise.

iii) To execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein to carry out such deviation as may be ordered from time to time as per the requirement of the BSNL.

iv) I hereby declare that I have read all the terms and conditions and specifications of the tender document and agree to abide by fulfils and accept all the terms and condition and specifications of the tender document.

**Date.**

**Signature of tenderer**

**Name:**

**Address:**

Our CST/ST/ Registration No (.if any)

Signature of Tenderer

Full Name of Tenderer,

Address:

Signature of bidder

## Section VII

### LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Authorization for attending bid opening on \_\_\_\_\_ (date) in the tender of \_\_\_\_\_.

\_\_\_\_\_ Following person/s is/are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.

Order of preference	Name	Specimen Signatures
-----		
i)		
ii)		
Alternate <u>Representative</u>		

Signature of bidder  
or  
Officer authorized to  
sign the bid documents  
on behalf of the bidder.

Note.:

1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened ,may be refused in case authorization as prescribed above is not recovered.



## SECTION VIII AGREEMENT

This agreement made on ..... day of ....., 2013 between ----- ) and \_\_\_\_\_% GMTD Shimla on behalf of Bharat Sanchar Nigam Ltd “Nigam “ (Which expression shall unless excluded to the repugnant to the context includes the successors and assignees) on one part and of here in after called the “Contractor” (which expression shall unless excluded by the repugnant to this context include this successor and assignees ) upon the other part.

Where as the Contractor has offered to enter into contract with the Bharat Sanchar Nigam Ltd. for the Repair of window & split type ACs in the jurisdiction of Telecom. Distt. Shimla for Zone No. .... as per NIT No. \_\_\_\_\_ dated \_\_\_\_\_, the terms and conditions herein contained in tender document whereas the contractor has deposited security for Rs ----- (Rupees ----- only) vide No. ----- dated \_\_\_\_\_ for and satisfactory fulfillment of the contract. The whole amount of security deposit is to be released with in six months on satisfactorily completion of contract work and final acceptance by the BSNL and whereas no interest will be paid by the BSNL for the said security.

Now in the presence of witnesses, it is hereby agreed and declared by and between the parties is present as follows .

- 1.0 It is a new work initially contract will be for three months if there is no complaints from the field during these three months than it will be automatically extended up to one year or as per tender document.
- 2.0 The contractor shall during the period of this contract that is to say, from ..... to ..... on until this contract shall be determined by such notice as his hereinafter mentioned, safely carry out by means of laborers employed at his own expenses and by means of tools, implements equipment etc. to be supplied by him to his laborers at his own expenses for Repair of AC work in the jurisdiction of Shimla Telecom. Distt.. as described in the term and condition and specification laid down in the contract. The contractor understands that the quantity of work mentioned in the NIT is likely to change as per actual requirements as demanded by the exigencies of service.
- 3.0 The Contractor shall promptly carry out all the work referred to above whenever called upon by the BSNL or by any of be persons mentioned in clause (1) hereof and within the time as will be specified to him by the BSNL. or any of the persons mentioned in Clause (1) hereof at the time of placing work order for each work. The time allowed for completing the work as entered in the work order shall strictly be adhered by the contractor and timely completion of work should be deemed to be the essence of the contract in the part of the contract.  
If the contractor fails to complete the work as given in the work order within the time specified with work order, penalty or recovery at the following rates shall be imposed including further necessary action
- 4.0 I) Penalty for not repairing the AC within stipulated period will be imposed as under:
 

a) First Seven days	=	Nil
b) 7 to 11 days	=	Rs. 50-00 per unit per day
c) 11 to 15 days	=	Rs. 70-00 per unit per day
d) Beyond 15 days	=	Rs. 100-00 per unit per day

Maximum of 10% prevailing value of AC will be imposed as penalty.
- II) In case of loss of equipment/instruments etc. by the tenderer or the tenderer fails to deposit the recovered component/instruments within the specified time or due to any reason what so ever, the original cost of component/instrument will be recovered from the tenderer.
- 5.0 To ensure good progress in the execution of work, the contractor must be able to do the work as per BSNL requirement.
- 6.0 If the contractor shall desire an extension of time for completion of work on the ground of his having been unavoidably hindered in its execution , or an other ground he shall apply in writing to the DET concerned within three days from the date of such hindrance on account of which he desire such extension as aforesaid and the DET concerned shall in his opinion (which shall be final) where exists reasonable ground therefore grant such extension of time, if any, as may be deemed necessary or proper by him. The extension letter should be recommended by the concerned SDO & C/S by D.E.T. concerned with appropriate reasons for extension.
- 7.0 The contractor shall execute all the item of work mentioned in the work order for each work in the most efficient workmen like manner both as regards materials and otherwise in every respect in strict accordance with the instruction given to him from time to time by the officers mentioned in clause (1) hereof. The faulty ACs will be jointly inspected by the concerned JTO or any person authorized by SDO and approved

- tenderer before being made over to the tenderer for repair. The time for such a call will be maximum of 48 hrs. after making call by the concerned SDO/ SDE and faulty ACs to the contractor and the time of & (Seven) days will be given to complete the work.
- 8.0 The contractor hereby declares that the spare parts for repair of ACs of original make, under this agreement shall be of the best quality and hereby warranty for trouble free working of repaired ACs /Parts for six months after repair of the faulty ACs and 12 months for replaced parts of ACs. The recovered material will be property of the BSNL duly made over to the concerned officer.
- 9.0 The contractor shall also supply the requisite number of workmen with means and materials as well as tools, appliances etc. required for the proper repair of faulty ACs within the time prescribed in the work order.
- 10.0 Contractor shall abide by the rules, terms and conditions and specifications laid down in the instructions and guidelines to tenderers, conditions of contract specification mentioned in tender document. This agreement and such other rules and regulations as may be framed from time to time by the GMTD Shimla or his nominees.
- 11.0 The contractor shall not charge any extra amount for traveling or transport expenses, overtime allowance and charges for materials used by him and will not be entitled to get compensation for any damage or losses in the course of execution of works nor for any extra payment i.e. charges for transport of materials and charges for labours that he will employ at his own costs nor for idle labours and transport nor for loss or deterioration of materials.
- 12.0 The contractor shall be wholly responsible for proper preservation and safe custody of all components handed over to the contractor in course of execution of works under the contract till the work is completed in all respect according to the terms. The contractor hereby undertakes to indemnify the BSNL. against all losses or damage of aforesaid ACs for any causes whatsoever and to make good all such loss or damage sustained by BSNL. and the decision of the GMTD, Shimla in this behalf shall be final and binding.
- 13.0 Contract shall not, nor shall any part thereof or any interest therein be transferred by the contractor to any person or persons or company to be so done without the previous consent in writing of the GMTD Shimla being first had and obtained. The contractor's heirs or legal representatives shall with the consent in writing of the GMTD Shimla have the right to continue to perform the duties or engagements of the contractor under the contract in case of the death. In the event of the contractor with such consent as aforesaid, transferring his business and in the event of contractor being a company and being wound up at any time during the period of this contract for the purpose and with the object of transferring the business to any person, persons of a company, the contractor shall make it one of the terms and stipulations for the contract for transfer of his properties and business to such other person, or persons or company shall be bound to GMTD Shimla to perform the duties or engagement of the contractor under this contract and be subjected to his liabilities there under.
- 14.0 The contractor hereby covenants and declares that no body connected with or in the employment of BSNL is nor shall any person ever be admitted as a partner in the contract.
- 15.0 In every case in which by virtue of the provisions of workmen compensation act The BSNL is obliged to pay compensation to a workman employed by the contractor in execution of work, the BSNL will be entitled to recover from the contractor the amount of compensation paid. The BSNL shall not be bound to contest any claim against it under the act except on the written request of contractor and upon his giving to BSNL full security for all costs for which the BSNL might become liable in consequences to contesting such claim.
- 16.0 The security deposited by the contractor shall be retained by the BSNL as security for due and faithful performance by the contractor of each and all the convenient herein contained and on his part to be observed or performed with full power to GMTD Shimla for and on behalf of the BSNL, in case the contractor shall fails to perform satisfactorily, fulfill keep and observe all or any of the convenience, conditions of agreement on his part herein contained them unless the same is forfeited to retain the whole or any part of the same and to appropriate the same or any part thereof to the use of the BSNL absolutely as and by way of liquidated damages or penalty and that without reference to the relative importance of the particular breached or breach of contract which shall have given occasion for such appropriation and whether BSNL may have sustained ascertainable pecuniary damages by such breach or breach as aforesaid or not. In case of such appropriation or retention of whole or part of the said security the contractor shall forthwith deposit further security for the full amount or any amount sufficient to make the deficit as the case may be.
- 17.0 The said security or as such thereof as may not have been appropriated to the use of BSNL under clause 12 hereof will be repaid or returned to the contractor after the termination of the contract and submission of "NO

DEMAND” certificate by the contractor thereafter. The BSNL may with hold such payment at least for 6 months from the date of receipt of “ NO DEMAND” certificate from the contractor duly recommended by concerned work executing authority like SDO/ DET.

18.0 The BSNL will pay to the contractor for the work which the contractor is called upon by the BSNL or any of his officer mentioned in clause (1) hereof and which is satisfactorily completed by the contractor at the rates mentioned in the schedule. For this purpose the contractor should submit his bill for the work, covered by the work order that have been satisfactorily completed by him to the GMTD Shimla duly checked and verified by the work executing authority & passed by DET concerned. The bill will be payable within the month or so of the date of its submission. The bills to be prepared by the contractor on his own form etc. may be accepted, provided they comply with the following conditions:

- I The bills are submitted in triplicate, all copies being signed by the contractor. The two copies may be marked “ ORIGINAL” and “ DUPLICATE” respectively.
- II Details of exchange wise/type wise repair done of ACs & split ACs as per approved rates may be given along with bill in the below noted format:-
 

W.O.No.	Name of Xge.	Type/capacity Amount	Type of repair done	Whether Component Deposited
- III The dates of commencement and completion of the work as per period specified in work order.
- IV The number and date of the contract or order are mentioned.
- V Bill and all relevant document should be signed by the contractor in person or authorized person in case of company or firm and all certificate may be endorsed on the bill and duly verified by the work executing authority.

VI Certificate for parts replaced is of original make and recovered parts are deposited.

19.0 In the event of any breach by the contractor of any of the terms and conditions hereof including slow progress or if in the opinion of the GMTD Shimla (which will be final and conclusive), the work is not being performed satisfactorily the officers mentioned in clause (1) hereof for any of them shall have power to adopt any of the following courses as he may deem best suited to the interest of the BSNL

- (a) To rescind the contract forthwith and in such case the security deposit of the contractor shall stand forfeited to the BSNL
- (b) On inspection of the work of the contractor and to take such part thereof as shall be unexecuted out of his hand and give it to another contractor to complete and in case of defects discovered subsequently to have the defects repaired and removed by another contractor or get the work completed by BSNL.

In both cases any expenses which may be incurred in excess of the amount which would have been paid to the contractor if the whole work had been properly executed by him (of the amount of such excess the certificate in writing of any of officers mentioned in clause (I) hereof shall be final and conclusive) shall be borne and paid by the contractor and may be deducted from any money due to him by the BSNL under this contract or otherwise, or from the security Deposit or sufficient part thereof or otherwise recovered from him in both cases if the expenses incurred by the BSNL are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

20.0 BSNL shall be entitled to terminate this contract without assigning any reasons by giving to the contractor one calendar month notice its intention to do so and on the expiry of said period of notice the contract shall come to an end without prejudice to any right or remedy that may accrued to either party by reason of any antecedent breach of any terms thereof. Such notice may be signed on behalf of BSNL by any of the officers mentioned in the clause (I) hereof.

21.0 In the event any of courses mentioned in clause (15) or (16) being adopted the contractor shall have no claim for compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on account of or with a view to the execution of the work or the performance thereof .

22.0 If the contractor shall die before the expiry of this contract the BSNL or any of the officers mentioned in clause (1) hereof may at his option either immediately determine this contract or require the heirs or local representatives of the contractor to carry out the same for such period not exceeding three calendar months as BSNL and the said officers may require.

- 23.0 Any notice require to be given under these presents may be given either personally to the contractor under acknowledgment or by posting letter addressed to the contractor at the said address and shall be deemed to be served at the time of such delivery or at the time of leaving the same with the contractor or in the case or posting at the time when the letter would have reached the contractor in the ordinary course of post.
- 24.0 The GMTD Shimla be at liberty by notice in writing to the contractor to rescind the contract in any and every of the following case ( stated in sub para ‘a’ to ‘j’) and the contractor shall there upon pay to the BSNL in addition to any sum or sums of money which the contractor may be liable to pay under the provisions herein before stated such as the GMTD Shimla may decide to be reasonable compensation for the loss or inconvenience caused. The amount of sum for such breach on the part of the contractor will be fixed by the GMTD Shimla and shall be final and conclusive against the contractor.
- a. The contractor will submit for examination in the office of GMTD Shimla its books of account and all concerned paper maintained by it in this connection within 15 ( fifteen) days from the date of its being called upon to do so, if the contractor fails to do so and/ or GMTD Shimla or any other person authorized by him.
  - b. If any fraud or fraudulent motive is detected in the contractor’s action with the BSNL and/ or GMTD Shimla or any other person authorized by him.
  - c. If the contractor demands undue charges not stipulated in this contract and/ or.
  - d. If any persons connected with the BSNL or any official drawing salary from the BSNL becomes in any way interested in this contract and/ or.
  - e. If the contractor himself or any of his servant be guilty of fraud or attempted fraud in connection with the contract offer any bribe or gratuity to any person connected with the BSNL or to any official drawing salary from the BSNL and/ or.
  - f. If the contractor employs any outside agent or sublets the contract or any right to payment there under without the consent in writing of the GMTD Shimla and/ or.
  - g. If in the event of any deduction being made from the contractor’s security deposit the contractor fails to make good the amount of such deduction within the time herein before specified and/ or.
  - h. If the contractor becomes insolvent or applies for relief as insolvent debtor and /or in case a contractor is a company and it is wound up or in case the contractor in a partnership firm when it is dissolved or reconstituted and/or GMTD Shimla or any other person authorized by him.
  - i. If the contractor makes default in or fails to comply with any of the terms and conditions set forth in this contract and/ or GMTD Shimla or any other person authorized by him.
  - j. If the contractor’s work is found unsatisfactory in the opinion of GMTD Shimla/ DET/ site officer.
- 25.0 All disputes, differences and question arising out of or incidental to this agreement or in any way touching or concerning this agreement or the subject matter thereof of the respective rights, duties or liabilities of the parties under or in respect of this agreement (except the decision thereof is herein before otherwise expressly provided for) shall be referred to sole arbitration of CMD BSNL New Delhi or any person nominated by him, to the sole arbitration of any person appointed by the officer who for the time being is entrusted whether or not in addition to other function with the function of CMD BSNL New Dehli by whatsoever designation such officer may be called thereafter referred to as “ the said officer”.
- There will be no objection to any such appointment that the person appointed is a BSNL servant. If however , the arbitrator is a BSNL servant, he will not be one who had an opportunity to deal with the matter to which this agreement relates, or that in the course of his duty as such BSNL servant he has expressed views on all or any of the matter in dispute or differences. The arbitrator, while acting as such arbitrator shall not be bound to take any oral or documentary evidence and shall be at liberty to take such evidences as he may in his absolute discretion think proper and that he will be at liberty to proceed with the matter and hear parties in the absence of any or some of them or there legal and/ or technical advisor without being liable for a misconduct within the meaning of the provisions of sections 30 of the Indian Arbitration Act in this behalf. In the event of such arbitrator to whom the matter is originally referred being transferred or another person to act as a arbitrator in accordance with the terms of agreement. such persons shall be entitled to proceed with the reference from the stage at which it was left by predecessor.
- 25.1 Subject to aforesaid, the Indian Arbitrator Act 1940 and the rules made there under and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. The contractor must move for appointment of arbitrators in case of disputes of payments with the BSNL within six months from the date of completion of work and after six months such cases will not be entertained by the BSNL. The contractor should addressed to the CMD BSNL for appointment of arbitration. The venue of arbitration will be decided by the sole arbitrator.

- 25.2 Upon every and any reference as aforesaid the assessments of costs incidental to the reference and award respectively shall be in the sole discretion of the sole arbitrator to avoid delay in settlement of cases.
- 26 BSNL shall have the right to cause an audit and technical examination of the works and final bills of the contractor including all supporting vouchers, abstract etc to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not have been executed, the contractor shall be liable to refund the amount of overpayment and shall be lawful for BSNL to recover the same from him or in any other manner legally permissible, and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such underpayment shall be duly paid by BSNL to the contractor.
- 27 The term and condition in addition to above as mentioned in the tender document will also be applied for this agreement. The tender document and acceptance letter will also be the part of this agreement.
- 28 The tenderers have to fulfill all the terms & conditions of the provisions of EPF & Miscellaneous Provisions Act 1952 & Employees Provident Fund Scheme 1952 in respect of all labourers/ employees engaged by the tenderer for execution of BSNL's work.

IN WITNESS WHEREOF the parties presents have herein to set their respective hands and seals the day and year first above written.

1. Witness:

Signed, Sealed and delivered  
by the above name contractor  
In the presence of

2. WITNESS

Signed and delivered on behalf of  
CMD BSNL by the Divisional Engineer