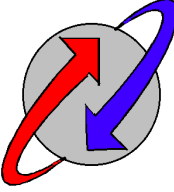


<p>O/O The Executive Engineer (E), BSNL Electrical Division CTTC Complex Sundernagar e-mail :- xenedsnr@gmail.com Ph. 01907-2 63188, 2 65588(Fax)</p>		<p>BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise)</p>
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(B)

NAME OF WORK: - Repairing of 30KVA DG set at T.E. Bldg. Chanikhod & Dyar
under Sub Division Bhunter.

Name of Agency :-

Date of Application :-

Date of issue of Tender
Documents :-

Cost of Tender :- **Rs.171.00**

Date of Opening :- 12.04.2016

UNDERTAKING

It is undertaken that we have gone through all the clauses /sub-clauses & terms & conditions of the BSNL EW-6 & BSNL EW -8 forms. We abide by that & we understand that the same shall be part & parcel of the agreement.

Signature of Contractor

Executive Engineer (E)
BSNL Electrical Division
Mandi at Sundernagar

SDE(E-P)

(C)

Name of Work :- Repairing of 30KVA DG set at T.E. Bldg. Chanikhod & Dyar
under Sub Division Bhunter.

S.No	DETAILS	PAGE
1	CORRECTION SLIP	1
2	PRESS NOTIFICATION (THROUGH PRESS)	2
3	PRESS NOTIFICATION	3 To 4
4	NIT (FORM C PWD – 6)	5 To 7
5	TENDER (FORM C PWD 8	8 To 13
6	IMPORTANT NOTE TO CONTRACTOR	14 To 18
7	PERFORMA FOR EMD & PREFORMANCE GUARANTEE,	19 To 21
8	DECLARATION BY CONTRACTOR	22
9	SCHEDULE OF WORK & ABSTRACT OF COST	23 TO 25
10	SPECIFICATION	26
11	LIST OF APPROVED MAKES	27 To 28
12	Performa for Undertaking	29To 30

This certified that this NIT contains ...30(Thirty)... pages excluding pages B & C.

CORRECTION SLIP

Addendum/Modification to BSNL EW -8 & BSNL EW -6 Forms Conditions of contract-Definitions:-

All reference to :-

- i) BSNL EW /Public work department/P&T Department./D.O.T. /B.S.N.L
- ii) D.G. works/ Additional Chief Engineer BSNL EW /Chief Engineer of Zone.
- iii) Administrative Head of BSNL EW /P&T Department.
- iv) BSNL EW Circles/Civil Circle.
- v) Ministry of works, Housing & supply.
- vi) Government.

In various clauses shall be taken to mean :-

- i) Bharat Sanchar Nigam Limited.
- ii) Chief Engineer (E), Bharat Sanchar Nigam Limited.
- iii) Administrative Head of Bharat Sanchar Nigam Limited.
- iv) Telecommunications Electrical Circle.
- v) Bharat Sanchar Nigam Limited (Ministry of Communications)
- vi) Bharat Sanchar Nigam Limited

WEB NOTIFICATION

The Executive Engineer (E) B.S.N.L., Electrical Division, CTTC Complex
Sundernagar Distt. Mandi-175002 invites on behalf of Bharat Sanchar Nigam Limited sealed
item rate tenders for the work of :-- **Repairing of 30KVA DG set at T.E. Bldg. Chanikhod
& Dyar under Sub Division Bhunter.**

Last date of receipt of application up to 08.04.2016 (5.00 P.M.)

For further details please visit our Web Site. www.hp.bsnl.co.in

Executive Engineer (E)
BSNL Electrical Division
Mandi at Sundernagar

(3)

SHORT TERM TENDER NOTIFICATION

The Executive Engineer (E) B.S.N.L., Electrical, Division, Electrical Division, CTC Complex Sundernagar Distt. Mandi-175002 invites on behalf of Bharat Sanchar Nigam Limited sealed item rate tenders for the work from the eligible contractors satisfying the following conditions as given below :-

Name of work	Estimated cost (Rs.)	Earnest Money Deposit (Rs.)	Time for completion
Repairing of 30KVA DG set at T.E. Bldg. Chanikhod & Dyar under Sub Division Bhunter.	Rs. 84465/-	Rs. 1689/-	15 days

A) Eligibility Conditions

The Contractors satisfying the following conditions:

4.1 Average annual turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs.25340/=.

AND

Contractor Enlisted in BSNL in category IV(E) or above

OR

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

OR

4.3 Experience of having successfully completed similar works in BSNL 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 Rs.33786/=

OR

Two similar successfully completed works costing not less than the amount equal to Rs.50679/=

OR

One similar successfully completed work costing not less than the amount equal to Rs.67572=

- ❖ The firm should be registered under the Himachal Pradesh Value Added Tax Act 2005 and should further have EPF and ESI registration certificates from appropriate Govt. authorities.
- ❖ The firms who claims to be exempted from the ESI & EPF registration need to submit an affidavit on Non-judicial stamp paper for the same as per performa at p.no. 29.
- ❖ The contractor who are not registered under Himachal Pradesh Value Added Tax Act 2005 may bid for the contract however such contractors will have to get himself registered within 15 days from the date of issue of intimation from BSNL regarding intent to accept the tender, else their EMD shall be forfeited absolutely and the firm shall not be allowed to participate in the next tender for the same work. The firm shall give an affidavit as per performa at page no.30 in this regard.
- ❖ The Firm should have service tax registration.
The contractor shall also submit and confirm:
 - ◆ Documentary proof of satisfying eligibility conditions and valid Income tax clearance certificate or Chartered Accountant certificate for turn over with attested copies as applicable along with application on their printed letter heads.
 - ◆ The tenderer shall submit the tenders in 2 sealed covers marked as cover 1st and 2nd. The first cover should contain the earnest money deposited in the shape of FDR/CDR/Demand Draft/ Pay order/BG from the scheduled Bank or Nationalized Bank/State Bank guaranteed by Reserve Bank of India drawn in favour of **ACCOUNTS OFFICER, O/o GMTD B.S.N.L., Mandi** and the second cover should contain the tender documents. In

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- ◆ case 1st cover is not annexed or earnest money is not in proper form, the 2nd cover containing tenders will not be opened at all.
- ◆ The tender documents and all other relevant information/condition can be had on all working day on payment of Rs. 171/- (One Hundred and Seventy One Only) i/c taxes in DD/Cash (non refundable).
- ◆ In case Holiday is declared on the opening date tender will be opened at 3.30 P.M. on next working day.

Note:- Tender documents can also be downloaded from the web site www.hp.bsnl.co.in The firm to quotes on the tender downloaded from web site shall strictly adhere to following procedure :-

1. The tender shall be submitted in two envelope system.
 - A. First envelope shall contain tender application (if tender downloaded from WEB), tender fee , attested documents proving fulfillment of eligibility criteria as per the tender notice and EMD in proper form. DD should be attached for tender fee, & Bank Guarantee/DD for EMD on Nationalized bank.
 - B. Second envelope shall contain duly filled tender documents.

The same shall be clearly written on the envelopes

2. The 1st envelope containing tender fee, attested documents providing fulfillment of eligibility criteria and EMD in proper shall be opened first.

In case if:-

- i) Tender fee is not submitted in proper form.
- ii) EMD is not in proper form.
- iii) Firms fails to fulfill eligibility criteria on the basis of documents submitted in envelope.

The second envelope shall not be opened.

3. If any difference /discrepancies found between downloaded. Tender form, Viz a Viz, hard copy issued from Division office / the contents in Draft NIT issued form Div./Circle/CE (E)'s the hard copy /Draft NIT shall be final & binding.

Documentary proof of satisfying eligibility conditions and valid Income Tax clearance certificate or Chartered Accountant Certificate is to be furnished along with the application on printed letter /heads.

The tenders of contractors who do not deposit earnest money in the prescribed manner are liable to be rejected.

- ◆ **TENDER DOCUMENTS SHALL NOT BE SENT BY POST/COURIER.**
- ◆ **TENDERS RECEIVED BY POST/COURIER SHALL NOT BE OPENED /ENTERTAINED.**
- ◆ **CONDITIONAL TENDERS OR TENDERS WITH CONDITIONAL REBATES SHALL BE SUMMARILY REJECTED.**

Last date of receipt of application	:	08.04.2016	[5.00 P.M.]
Last date of issue of tender document	:	11.04.2016	[4.00 P.M.]
Last date of submission of tender document	:	12.04.2016	[3.00 P.M.]
Date of opening of tender document	:	12.04.2016	[3.30 P.M.]

- ◆ Validity of tender shall be for **90 days** from the date of opening of tender.

Executive Engineer (E)
BSNL Electrical División
Mandi at Sundernagar

BHARAT SANCHAR NIGAM LIMITED**B.S.N.L EW.- 6****SHORT NOTICE INVITING TENDER**

Item rate tenders are invited on behalf of the **Bharat Sanchar Nigam Limited** from eligible contractors for the work "**Repairing of 30KVA DG set at T.E. Bldg. Chanikhod & Dyar under Sub Division Bhunter.**"

The work is estimated to cost **Rs. 84465/-**

(This estimate, however is given merely as a rough guide)

- 1- Tenders will be issued to eligible. Contractors.
- 2- Agreement shall be drawn with the successful tenderer on prescribed Form No. 8 which is available as a Govt. of India Publication; Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 3- The time allowed for carrying out the work will be **15 Days** after the date of written orders to commence the work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any indicated in the tender documents.
- 4- The site for the work is available.

OR

The site for the work shall be made available in parts:-

5. Receipt of applications for issue of forms will be stopped by 17:00 Hrs. on **08.04.2016**
Issue of tender forms will be stopped by 16:00 Hrs. on **11.04.2016**

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary document can be seen in the office of the **E.E (E), B.S.N.L ELECTRICAL DIVISION, CTTC Complex, Sundernagar Distt. Mandi (H.P)- 175002** between hours of 11.00 A.M. & 04.00 P.M. every day except on 2nd Saturday, Sunday and Public Holidays. Tender documents, excluding standard form No. 8 will be issued from this office, during the hours specified above on payment of **Rs.171.00 inclusive of sale tax** (non- refundable) in cash/DD .

Note:- Tender documents can also be downloaded from the web site

www.hp.bsnl.co.in

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- 6- The tenders must produce a Chartered Accountant certificate in the revised form as modified under Ministry of Finance CBDT circular No. 153/191/2002-TPL dated 13-02- 2003 as amended from time to time before papers can be sold to him.
- 7 - The tender, which should always be placed in sealed envelope with the name of work and due date written on the envelopes, will be received by the **E.E (E), B.S.N.L ELECTRICAL DIVISION, CTTC Complex, Sundernagar Distt. Mandi (H.P)- 175002** upto 03.00 P.M. on **12.04.2016** and will be opened by him or his authorised representative in his office on the same day at 03.30 P.M.
- 8- The tender shall be accompanied by earnest money, (unless exempted) of **Rs. 1689/-** in Receipt Treasury Challan/ deposit at Call Receipt of a scheduled Bank/FDR issued in favour of **A.O., O/o GMTD B.S.N.L., Mandi** the amount being credited to Nationalized Bank.

The description of the work is as follows :- **"Repairing of 30KVA DG set at T.E. Bldg. Chanikhod & Dyar under Sub Division Bhunter"**

- 9- Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above mentioned officer. Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may requisite and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 10- The competent authority on behalf of the **B.S.N.L.** does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all the tenders received without the assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- Conditional tenders or tenders with conditional rebate shall be summarily rejected.**
- 11- Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 12- The competent authority on behalf of the **B.S.N.L.** reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

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- 13-** The contractor shall not be permitted to tender for works in the B.S.N.L Electrical Zone (Responsible for award and execution of contracts) in which his near relative is posted in any capacity in BSNL in that zone. He will also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any person employed in BSNL, in that zone. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of BSNL.
- 14-** No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractors' service.
- 15-** The tender for the works shall remain open for acceptance for a period of **Ninety (90) days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the B.S.N.L., then the B.S.N.L. shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 16-** The Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the accepting authority, shall within 15 days from the stipulated date of start of the work sign the contract consisting of :-
- (a) The Notice Inviting Tender, all the documents including additional conditions, Specifications and drawings, if any, forming the tender as issued at the time of invitation of Tender and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard BSNL EW Form-8

(8)

CONTRACT BSNL EW -8 **BHARAT SANCHAR NIGAM LIMITED**

STATE : Himachal Pradesh CIRCLE : Shimla

ZONE : Himachal Pradesh BRANCH : Electrical

Percentage Rate Tender/Item Rate Tender & Contract for Works

(A) Tender for the work of :-

Name of Work:- "Repairing of 30KVA DG set at T.E. Bldg. Chanikhod & Dyar under Sub Division Bhunter"

To be submitted by 15.00hours on 12.04.2016 in **O/o. Executive Engineer (E),BSNL, CTTC**

Complex, Sundernagar Distt. Mandi (H.P)- 175002 To be opened in presence of tenderers who

may be present at 15.30hours on 12.04.2016 in the office of **O/o. Executive Engineer**

(E),BSNL, CTTC Complex, Sundernagar Distt. Mandi (H.P)- 175002

Issued to _____

(contractor)

Signature of officer issuing the documents _____

Designation _____

Date of issue : _____

TENDER

I/We have read and examined the notice inviting tender, schedule, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the B.S.N.L. within the time specified in Schedule 'F', viz. schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and a Clause 12 of the Conditions of contract and with such materials as are provided for by and in respects in accordance with, such conditions as far as applicable.

We agree to keep the tender open for **Ninety (90) days** from the due date of submissions thereof and not to make any modifications in its terms and conditions.

A sum of **Rs 1689/=** is hereby forwarded in Receipt Treasury Challans /Deposit at call Receipt/FDR of a Scheduled Bank as earnest money. If I/we fail to commence the work specified I/we agree that the said B.S.N.L. or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision content In Clause 12.2 and 12.3 of the tender form.

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I/ We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person, other than a person to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the B.S.N.L. and the same may at the option of the competent authority on behalf of the B.S.N.L. be recovered without prejudice to any other right or remedy available in law 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 under this contract or otherwise.

Dated.....

Signature of Contractor

Postal Address:--

Witness:

Address:

Occupation:

ACCEPTANCE

The above tender as modified by you (contractor) and as provided in the letters mentioned hereunder is accepted by me for and on behalf of the Bharat Sanchar Nigam Limited for sum of Rs. _____

(Rupees _____)

The letters referred to below shall form part of this contract Agreement:-

- a)
- b)
- c)

For & on behalf of the B.S.N.L.

Signature _____

Dated.....

Designation _____

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(10)

PROFORMA OF SCHEDULES

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

SCHEDULE 'A'

Schedule of quantities (as per BSNL -8)

As Per Page No. 23

SCHEDULE 'B'

Schedule of material to be issued to the contractor.

S.No.	Description of item	Quantity	Rates of figures & works at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
1.	-----	Nil	-----	

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No.	Description	Hire charges per day	Place of issue
1	2	3	4
		NIL	

SCHEDULE 'D'

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

----- **NIL** -----

SCHEDULE 'E'

Schedule of component of Materials, Labour etc. for escalation.

CLAUSE 10CC

Component of materials expressed as percent of total value of work. "X" = NIL

Component of labour expressed as percent of total value of work. "Y" = NIL

Component of P.O.L. expressed as percent of total value of work. "Z" = NIL

(11)

SCHEDULE "F"

Reference to General Conditions of contract.

Name of Work:- "Repairing of 30KVA DG set at T.E. Bldg. Chanikhod & Dyar under Sub Division Bhunter"

Estimated cost of work: **Rs. 84465/-**

Earnest money: **Rs. 1689/-**

Performance guarantee: 5% of Contract Value in the form of bank guarantees (of a Nationalized / Schedule Bank in a standard format)/CDR/FDR/DD within two weeks from the date of issue of award letter. The validity period of the performance bank guarantee shall be One Year from the date of actual completion of work(**Ref. Page no. 86 of BSNL EW-8 for individual work**)

Security Deposit : In addition to performance guarantee a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the Contract value of the work. The amount shall be refunded after One Year from the actual date of completion of work.

GENERAL RULES: Officer inviting tender Executive Engineer (E)
& DIRECTIONS Maximum percentage for quantity of items of work to be executed **beyond** which rates are to be determined in accordance with Clauses 12.2 & 12.3. As per clause **12** of Important Note For Contractors (page 15)

Direction :
2(v) Engineer-in-Charge Executive Engineer (E)
Bharat Sanchar Nigam Ltd.
Electrical Division, Mandi

2(viii) **Accepting Authority** **E.E (E)**
Bharat Sanchar Nigam Ltd.
Electrical Division, Mandi

2(x) Percentage on cost of materials and labour to cover all overheads and profits. 10%
2(xi) Department Bharat Sanchar Nigam Ltd.
2(xii) Standard Schedule of Rates DSR-2012
9 (ii) Standard CPWD Contract form BSNLEW form 7/8 as modified & corrected upto date

Clause 2
Authority for fixing Compensation under clause 2. Superintending Engineer (E.)

Clause 5
Time allowed for execution of work. **15 Days 10th day** after the date of written orders to commence the work .
Authority to give fair and reasonable Extension of time for completion of work Superintending Engineer (E)

SDE(E-P)

(12)

Clause 7	Gross work to be done together with net payment/ adjustment of advance for materials collected, If any, since the last such payment for being eligible to interim payment.	FIVE THOUSAND
Clause 11	Specifications to be followed for execution of work.	AS PER SPECIFICATION ATTACHED & CPWD
Clause 12		
12.1(ii)	Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.1(i) & (ii)	DSR-2012
12.1 (iii)	Plus/minus the % over the rate entered in the schedule of rates.	-----do-----
12.1(v) A	Deviation Limit beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply	25% and can be extended up to 50% in urgent nature as per clause 13(a) & (b) Page16
12.1(vi)B		
(a)	Limit for value of any item of any individual trade beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply	-----do-----
Clause 16	Competent Authority for deciding reduced rates.	S.E.(E), B.S.N.L., Electrical Circle, SHIMLA.
Clause 36		
(i)	Minimum Qualification & experience required for Principal Technical Representative.	
(a)	For works with estimated cost put to tender more than (i) Rs. 10 Lacs for Civil work (ii) Rs. 5 Lacs for Elect./Mech. Works	Graduate or retired AE possessing at least recognised diploma.
(b)	For works with estimated cost put to tender (i) More than Rs. 5 Lacs but less than Rs. 10 Lacs for Civil Works. (ii) More than Rs. 1 Lacs but less than Rs. 5 Lacs for Elect./Mech. Works.	Recognised Diploma holder. Elect / Mech
(c)	Discipline to which the Principal Technical Representative should belong.	Elect/ Mech
(d)	Minimum experience of works.	3 years.
(e)	Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36(i)	Rs. 4,000/- p.m. for Graduate Rs. 2,000/- for diploma holder

(13)

Clause 42

- (i) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates ____ printed by C.P.W.D. -----N.A.-----
- (ii) Variations permissible on theoretical quantities.
- (a) i) Cement for works with estimated cost put to tender not more than Rs. 5 Lacs. N/A.
- ii) for works with estimated cost put to tender more than Rs. 5 Lacs. N/A.
- (b) Bitumen all works. N/A
- (c) Steel Reinforcement and structural steel sections for each diameter, section and category. N/A.
- (d) All other materials. Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	less use beyond the permissible variation
1.	Cement		
2.	Steel Reinforcement		
3.	Structural Sections	----- N.A. -----	
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price.		

IMPORTANT NOTE FOR CONTRACTORS

1.0 Tax and Duties:-

- 1.1 All taxes, Levies, duties etc. in respect of this contract (i/c service tax) payable by the vendor & BSNL will not entertain any claim in respect of the same.
- 1.2 BSNL shall deduct statutory taxes and duties like income tax, works contract tax etc. from payment due to the firm as per rule of the State, Central Government. The Accounts Officer of the concerned SSA shall issue certificates for such deductions to the firm.
- 1.3 As per Govt. of India Service Tax (Determination of Value) Rules 2006, Service Tax for maintenance works is applicable on 70% of the total amount charged for the works contract. At present, the rate of Service Tax is @14% and shall be applicable as being modified by Govt. Of India time to time

2.0 Work Contract Tax:-

The rates offered by the firm shall be inclusive of the works contract tax as applicable in the state. The Department shall deduct works contract tax from payments due to the firm as per rules of the state Government. Certificates for such deductions shall be issued to the firm by the Accounts Officer of the Division.

3.0 Octroi Certificate:-

"No octroi exemption certificate will be issued by the department".

4.0 OPERATION OF CONTRACT:-

Operation of contract shall be governed as under:-

- (i) **A formal work contract agreement will be made between the EE(E) and the contractor** The period of completion for each work shall be Fifteen Days reckoned from 10th day from the date issue of award letter by EE(E).
- (ii) Department reserves the right to accept the quantities in full or in parts.

5.0 SPLITTING OF WORKS:- No Splitting of work 100% work shall be awarded to the lowest tenderer.

6.0 (a) "SALES TAX AND OTHER TAXES"

Tendered rates are inclusive of taxes and statutory 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 contractor (s) thereupon necessarily and properly pays taxes or levies the contractor (s) shall be reimbursed the amount also 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 contractor (s).

6.0(b) The contractor (s) 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.

6.0(c) The contractor (s) shall within a period of 30 days of imposition of any further tax or levy pursuant to the constitution (Forty Six Amendment) Act 1982 give a written notice there of to the Engineer-in-charge that the same is given pursuant to this condition together with all necessary information relating thereto.

NOTE:- No additional condition whatsoever will be accepted for turnover tax/sales tax on works contract . In case of additional conditions for the payment of such claims by the contractor the tender may be liable to be summarily rejected by the accepting authority. (Standing order No. 258)

7. EARNEST MONEY:- Firm has option to deposit earnest money in the of demand draft/pay order/FDR/CDR of schedule bank of nationalized bank /state bank guaranteed by reserve bank of India drawn in favour of Account Officer, BSNL, Shimla.

8. Performance Guarantee :

As mentioned at page no. 86 of BSNL EW-8 under Schedule "F" of Performa of Schedule

9. SECURITY DEPOSIT:

In addition to performance guarantee a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the Contract value of the work. The amount shall be refunded after One Year from the actual date of completion of work

10. TERMS OF PAYMENT:-

- a) 80% of prorated of the approved price break-up of contract value on receipt of equipment at site.
- b) 10% of prorated of the approved price break up of contract value after successful installation
- c) 10 % of the approved contract value after successful completion of the testing and commissioning

11. Deviation:-

- a) The ordering quantity can be increased/decreased up to the extent of 25%(deviation limit) without the consent of the firm within the currency of contract. The firm shall execute such quantities at the rate quoted in the tender without any change in terms and conditions of the contract.
- b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from date of award of work at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

12. Guarantee & Defects Liability Period

The guarantee shall be valid for 12 (twelve) months after successful installation testing and commissioning. The contractor shall guarantee that all the equipment shall be free from any defect due to the defective materials and/ or bad workmanship and also the equipment shall work satisfactorily with performance and efficiencies not less than the guaranteed values.

- a) Any parts found defective during the guarantee period shall be replaced free of cost by the contractor. The services of the contractors personnel, if required during this period shall be made available free of cost to the department.
- b) The representative of department and firm shall prepare a joint report regarding the nature of defect and remedial action required. Time schedule for such action shall be also finalized.
- c) In case the contractor fails to depute his representative within 36 (thirty six) hours of notification of defects or fails to cause remedial measure within a reasonable time as decided during joint inspection, the department may proceed to do so at the contractor's risk and expenses without prejudice to any other right.

13. COMPENSATION FOR DELAY

If the contractor 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 10weeks and thereafter subject to a maximum of 12% of the work order value for the location where work is delayed and the firm is found responsible for the same. Flow chart of the procurement process/contract shall be supplied by the contractor and approved by Executive Engineer concerned.

14:- Participation of near relatives of the BSNL employees

All near relatives of 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 detailed guidelines in this regard are given in the following paragraphs :-

I) The near relatives for this purpose are defined as:

- a) Members of a Hindu Undivided family.
- b) They are Husband and wife.
- c) 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).

II)

As per Government of India's CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contact to his official superior. This clause is applicable to all BSNL employees and in view to this as soon as any BSNL employee becomes aware of the above aspect, he must intimate this to the prescribed authority.

For non executive employees this authority is SSA Head/Circle Head/Chief Engineer/ Chief Archt./ Corporate office under whom he is posted. For executive employees (at present some of them are called as Gazetted officers) the prescribed authority for this purpose is Circle Head/Chief Engineer/Chief Archt. Corporate office under whom he is posted.

(18)

- III) (a) The company or firm or any other person is not permitted to tender for works in BSNL Units 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 Engineer/Chief Architect/Corporate office for executive employees (those called as Gazatted officers at present). Therefore, it has been decided by the competent authority that a clause must be added in the tender and other related documents that 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. In case of proprietorship firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department 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.

(19)

ANNEXURE-I
MODEL FORM OF BANK GUARANTEE

Whereas _____ (hereinafter called "the Contractor(s)
"has submitted its Tender dated _____ for _____)
(Name of Work) _____

KNOW ALL MEN by these presents that WE _____
_____ of _____ having our registered office at
_____ (hereinafter called "the Bank") are bound unto _____
_____ (hereinafter called "the B.S.N.L.") in the sum of
_____ for which payment will and truly to be made of the said B.S.N.L., the Bank binds
itself, its successors and assigns by the 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 Bharat Sanchar Nigam Limited 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 Bharat Sanchar Nigam Limited upto the above amount upon receipt of its first written demand, without B.S.N.L. having to substantiate its demand, provided that in its demand B.S.N.L. will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions. The guarantee will remain in force as specified in the Tender Document upto 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

ANNEXURE-II

MODEL FORM OF PERFORMANCE GUARANTEE

I) BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE FOR ELECTRICAL INSTALLATION/O & M/ AIR CONDITIONING, DIESEL ENGINE ALTERNATOR, LIFTS AND SUB-STATION WORKS etc.

_____ for _____
_____(Name of work) and

Whereas ----- (here in after called" the Contractor(s)" has submitted its Tender dated _____ for _____(Name of work) and

Whereas------(here in after called" the Contractor(s)" has been communicated the acceptance of its tender dated _____ for _____(Name of work)vide letter No. _____ dated _____ BSNL.

KNOWN ALL MEN by these presents that We _____ of _____ having our registered office at _____(here in after called "The bank")are bound up to _____(here in after 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.

- i) We (name of the bank) _____ do hereby undertake to pay the amounts due and 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 reason 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 and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.
- ii) We under take to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
- iii) We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and 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 and its claims satisfied or discharged or till _____(office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and 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(as specified in the agreement) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

(21)

- iv) We (name of the bank)_____further agree with the BSNL that the BSNL shall have the further liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s)and to forbear or enforce any of the terms and conditions relating to the said agreement and 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.
- v) This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
- vi) We (name of the bank)_____lastly undertake not to revoke this guarantee during its currency expect with the previous consent of the BSNL in writing .

Dated _____ day of _____

For _____
(Indicate the name of bank)

DECLARATION TO BE GIVEN BY CONTRACTOR

I.....

S/o.....

R/o.....

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”.

DATED: -----

Signature of contractor

(23)

Schedule of work

Name of work : - Repairing of 30KVA DG set at T.E. Bldg. Chanikhod & Dyar under Sub Division Bhunter.

S.No.	Description of items	Qty.	Material cost	Total Amount for Material	Labour Cost	Total Amount for Labour
1	Dismantling the Engine and opening all parts like piston heads, piston lock, cylinder, liner block, oil pump, belts, dynamo, self starter and all other accessories, cleaning, checking etc complete as reqd. (For 30KVA DG set)	1 job				
2	Supplying of the following parts of Genuine make as required (for 30KVA (HA 494) Kirloskar make)					
	a) Piston Assly consisting of piston , piston pin , circlip ,piston ring set	4 Sets				
	b)Cylinder Liner	4 Sets				
	c) Pair of Inlet & Exhaust Valve	4 Sets				
	d)Pair of Inlet & exhaust valve seat inset	4 sets				
	e) set of Gasket	1 set				
	f) Set of O ring	4 Sets				
	g) C.R. Bearing set ,Std (set consists 4 top half & 4 -bottom half bearing)	1 Set				
	h) Valve guide (to suit valve)	8 Sets				
	i) Lub Oil filter Element	1 Set				
	j) Fuel Filter Kit (Primary & secondary)	1 Set				
3	Supplying of the following parts of Genuine make as required (for 30KVA (4575 GM) M &M make)					
	a) Piston Assly consisting of piston with gudgen pin ,piston ring	4 sets				

SDE(E-P)

(24)

S.N o.	Description of items	Qty.		Material cost	Total Amount for Material	Labour Cost	Total Amount for Labour
	b)Cylinder Liner	4	sets				
	c) C.R. Bearing set ,Std	4	Sets				
	d) O ring Upper Red	4	Sets				
	e) O ring Upper block	4	Sets				
	f) Pair of Inlet & Exhust Valve	4	Sets				
	g) Head valve seal (inlet & exhust)	8	Sets				
	h) Gasket Cylinder head impor	1	Set				
	i) Radiator hose inlet	1	Set				
	j) Radiator Hose Outlet	1	Set				
	k) Lub Oil filter Element	1	Set				
	l) Fuel Filter Kit (Primary & secondary)	1	Set				
	m) Coolant	3	Ltrs				
	n) Fan Belt	1	Set				
4	Supplying of lub oil (15W40) for DG set etc as reqd.	23	Ltrs				
5	Lathe work charges for the cylinder Heads of Engine I/c taking to the workshop i/c dismantling the Valve Seat, Valve guide,refixing the new ones, oil seat facing, setting and fixing the same i/c transportation etc. as required. (For 30KVA DG)	2	jobs				

SDE(E-P)

(25)

S.N o.	Description of items	Qty.		Material cost	Total Amount for Material	Labour Cost	Total Amount for Labour
6	Assembling the Engine with new spares and then testing the same on No-Load for two hours for initial trial and on load for performance test etc complete as reqd. (30KVA)	2	jobs				
	<u>TOTAL</u>			<u>A</u>		<u>B</u>	
	TOTAL (Material + Labour) (A +B)						
	Add Service Tax @14.5% on labour cost (B)						
	<u>TOTAL</u>						

(Signature with Seal of Firm)

Executive Engineer(E)
BSNL Electrical Division.
Mandi at Sundernagar

SDE(E-P)

(26)

SPECIFICATIONS

1. The work shall be done as per the specification of department.
2. The work shall be supervised by the qualified Engineer-in-charge or his duly authorized representative at the site of work.
3. The layout of the work will be given by the Engineer-in-charge or his duly authorized representative at the site of work.
4. Any damage done to the building by the contractor during the execution of work shall be made good by the contractor at his risk and cost, if the damage are not made good by the contractor in reasonable time determine by the Engineer-in-charge the same will be got done at his cost departmentally after serving notice to him.
5. No extra payment will be made for any kind of transportation.
6. The spare parts used should be from the genuine spare parts manufacturers. documantry proof of same shall be submitted.
7. The mobile oil of the DEA set shall be changed as per manufacturers recommendation.
8. The firm shall clean the DEA set after repairs.
9. The firm shall top up the battery electrolyte without any extra cost. Check& correct cooling water level & lube oil level if required
10. The firm shall Check state of batteries , terminals for cleanliness & level of water without extra cost.

NOTE :-The replacement of material shall be with the same rating and make as that of the original. However, in case of non-availability of a particular make listed in NIT, the Engineer-in-charge will approve the alternate make.

LIST OF APPROVED MAKES

S. No.	Item	Makes
1	Engine	Ashok Leyland /Cummins/ Cater pillar / KOEL/ Volvo Penta / Mahindra & Mahindra (up to 40 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 20 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
	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/Schneider Electric/Neptune Ducati
14	Digital/ KWHr meter	Schneider Electric/ AE/ Digitron / IMP/Meco / Rishabh / Universal/HPL/L&T/ABB
15	Cold shrink HT/LT Cable Joint	Denson / 3M(M-Seal)/ Raychem
16	Rubber Matting	ISI mark
17	MCB/ Isolator/ELCB / RCCB/ Distribution Board	Crompton / Havells / Indokopp / MDSLegrand/ 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
24	Motors	ABB/ Bharat Bijlee / Crompton Greaves /Schneider Electric /HBB / KEC /Siemens/Jyoti Ltd

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S. No.	Item	Makes
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 / Pilkington / 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 / Kirsloskar/ Puromatic/ Purafill/ Purolator / Tenacity
37	GI Sheet Essar/Notifier	HSU Jindal / National / Nippon Denro / Sail / Tata
38	Heat Detector	Appollo / Chemtron/ Edward / Fenwal/ Hochiki / Nitton /System Sensor/ Wormald/Honeywell
39	Ionization Detector	Appollo / Cerebrus / Edward/ /Fenwal / Hochiki / Nitton / System Sensor /Wormald
40	Photo Electric Smoke Detector	Appollo / Cerebrus / Edward / Fenwal/ Hochiki / Nitton / 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

NOTE:- Items which are approved from O/o PGM(E) BSNL New Delhi till last date of sale of tender, shall also be accepted.

SDE(E-P)

ANNEXURE-IV

PROFORMA FOR UNDERTAKING REGARDING EPF/ ESI PROVISIONS

(To be submitted with Eligibility conditions in envelope – 1)

I.....son
of.....

Resident of hereby give an undertaking
that:

(I) * 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 Miscellaneous provisions Act, 1952
and our Registration no. isWe undertake to
keep it valid during the currency of contract.

* I / We shall produce EPF registration certificate within 15 days, 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 will not participate in the next tender for the same work.

(II) * 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.

* I / We shall produce ESIC registration certificate within 15 days, 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 will not participate in the next tender for the same work.

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)

(Dated Signature of contractor)

(Seal of the firm)

ANNEXURE-V

PROFORMA FOR UNDERTAKING REGARDING SALES TAX CLEARANCE

(To be submitted with Eligibility conditions in envelope – 1)

I.....son
of.....

Resident of hereby give an undertaking
that:

I / We shall produce sales tax clearance certificate issued by HP sales tax Department in the prescribed format within 15 days, 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 will not participate in the next tender for the same work.

(Dated Signature of contractor)

(Seal of the firm)