



भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

BSNL ELECTRICAL SUB DIVISION SOLAN H.P. 173212

Tender for the work of

**Provision of MCCB for power plant at TE bldg
Dharampur.**

ESTIMATED COST:Rs 18750 (Rupees Nineteen Thousand Three Hundred and Sixty Two Only)

EMD:Rs 375 (Rupees Three Hundred and Seventy Five Only)

DUE TO OPEN ON:09.06.2017

BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

Tender for the work of – Provision of MCCB for power plant at TE bldg Dharampur.

****ISSUED TO : (NAME OF AGENCY)** _____

**** To be filled by the agency itself if tender is downloaded from internet**

SIGNATURE OF OFFICER ISSUING THE DOCUMENTS _____
(Not to be filled if tender is downloaded from internet)

DESIGNATION _____
(Not to be filled if tender is downloaded from internet)

DATE OF ISSUE _____
(Not to be filled if tender is downloaded from internet)

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This NIT Contains 30 Pages only.

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

WEB NOTIFICATION

The Sub Divisional Engineer (E) B.S.N.L., Electrical, Sub Division, SOLAN invites on behalf of Bharat Sanchar Nigam Limited sealed item rate tenders for the work of **Provision of MCCB for power plant at TE bldg Dharampur.**

Last date of receipt of application up to 07.06.2017

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

**Sub Division Engineer (E)
BSNL, Electrical Sub Division
SOLAN 173212**

BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

O/O Sub Divisional Engineer (E) BSNL Electrical Sub Division SOLAN (HP) 173212

SECTION-I (NOTICE INVITING TENDER)

NIT No. : SDE/E/BSNL/ESD/SOL /2017-18 /NIT/2 dated 03.05.2017

Div NIT No :EE/E/BSNL/ED/SML/SOL/Web-TENDER/2017-18/02

- 1.0 The Sub Divisional Engineer (E) BSNL Electrical Sub Division SOLAN (HP) 173212 invites on behalf of the BSNL sealed item rate tenders for the following works from the approved and eligible firms satisfying the following eligibility criteria as per Para no.2.0 below:

NAME OF WORK: Provision of MCCB for power plant at TE bldg Dharampur.
ESTIMATED COST: Rs 18750 (Rupees Ninteen Thousand Three Hundred and Sixty Two Only)
EARNEST MONEY DEPOSIT (EMD): Rs 375 (Rupees Three Hundred and Seventy Five Only)
TIME FOR COMPLETION (Duration of Contract): 15 days
Tender cost (Non refundable): 171.00
LAST DATE OF RECEIPT OF APPLICATION: 07.06.2017 11:00 Hrs. to 16:00 Hrs
LAST DATE OF ISSUE OF TENDER: 07.06.2017 11:00 Hrs. to 16:00 Hrs
LAST DATE OF RECEIPT OF TENDER: 09.06.2017 Upto 15.00 Hrs
DATE OF OPENING OF TENDER at 09.06.2017 15.30 Hrs

2.0 Eligibility conditions

The Contractors satisfying the following conditions:

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

AND

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

OR

- 2.3 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 40% of the estimated cost put to tender.

OR

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

OR

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

OR

BSNL enlisted contractors in Electrical category of respective class as per their tendering limits.

- 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 **PAGE NO.29**
- If the firms do not have ESI & EPF registration, they will though be allowed to participate in the bid process, but they will have to get the ESI & EPF registration 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. If the firm fails to produce ESI & EPF registration certificate on more than one occasion, the firm shall be barred from participating in all future tenders
- 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.
- Documentary proof of satisfying eligibility and Copy of acknowledgement of income Tax Return /Chartered Accountant certificate for last three years to be furnished along with the application on printed letter heads

3.0 BID DOCUMENTS:

3.1 The tender documents consisting of Specifications, Schedule of quantities of the work to be done and the set of terms & conditions of the contract to be complied with by the contractor whose tender may be accepted and all other relevant information/ documents pertaining to the work can be downloaded for quoting the tender from our website **www.hp.bsnl.co.in**.

ALTERNATIVELY

3.2 The tender documents consisting of Specifications, Schedule of quantities of the work to be done and the set of terms & conditions of the contract to be complied with by the contractor, whose tender may be accepted and all other information / documents pertaining to the work will be open for inspection by tenderers and can be had from the **Office of Sub Divisional Engineer (E) BSNL Electrical Sub Division SOLAN, between 11:00 Hrs to 16:00Hrs** on every working day except on Sundays and public holidays.

3.3 The cost of tender documents deposited along with application for tender issue shall not be refunded, even if bidder is found ineligible for issue of tender documents.

4.0 TESTIMONIALS: -

- (a) The firms shall submit application for issue of tender documents on its printed letter-head along with following:
- (b) Copy of PAN card issued by Income Tax department.
- (c.) Certificate **as per Annexure- I** about relative not working in BSNL Unit.
- (d) Copies of the documents in support of fulfilling the eligibility criteria as per **Clause- 2.0 above** submitted by the firm shall be self attested as well as certified by any BSNL Executive/notary.

- (e) Copy of License and Enlistment order.
- (f) Cost of Tender documents Rs.171.00 (Non Refundable)

Note: - 1. If Tender documents submitted are downloaded from internet and the self attested documents are not certified by BSNL Executive/notary, then original documents shall be produced at the time of Tender opening.

5.0 SUBMISSION OF TENDERS:

5.1 The bids shall be submitted as per Two Envelope system described below:

5.2 The tenderer shall submit the tender in two nos. sealed Envelopes marked as **Cover 1st** and **Cover 2nd**. Both the cover should be separate and they should not be enclosed in a common 3rd cover. The name of the work, Name of tenderer, last date of receipt of tender should be mentioned on each envelope.

5.3 The envelope-I shall contain the following:

5.3.1 In case tender documents are got issued from Sub Division office: The first cover should contain the following.

5.3.1 The first cover should contain the Earnest money deposit in the form of CDR/FDR/DD/BG of a scheduled Bank or Nationalized Bank /State Bank guaranteed by Reserve Bank of India drawn in favour of **A.O.(CASH), %GMTD, BSNL, SOLAN (Performa as per Annexure-II).**

5.3.2 In case tender documents are downloaded from the internet: - The first cover should contain the following.

(a) Tender Cost:- Cost of tender documents (which shall not be refunded, even if bidder is found ineligible for issue of tender documents) in the form of a separate Demand Draft of a scheduled Bank or Nationalized Bank /State Bank guaranteed by Reserve Bank of India drawn in favour of **A.O.(CASH), %GMTD, BSNL, SOLAN**

(b)Eligibility criteria documents:- The following documents are required to submit.

(i) Copy of PAN card issued by Income Tax department.

(ii) Certificate **as per Annexure- I** about relative not working in BSNL Unit.

(iii) Documents in support of fulfilling the eligibility criteria as per **Clause- 2.0 above.**

(vii) Copy of License and Enlistment order or Copies of the documents in support of fulfilling the eligibility criteria as per **Clause- 2.0 above**

Note:-The credentials shall be self attested as well as certified by any BSNL Executive/notary. If the credentials are not certified by BSNL Executive/notary, then original documents shall be produced at the time of tenders opening.

(C) EMD: - Earnest money in the form of CDR/FDR/DD/BG of a scheduled Bank or Nationalized Bank /State Bank guaranteed by Reserve Bank of India drawn in favour of **A.O.(CASH), %GMTD, BSNL, SOLAN (Performa as per Annexure-II).**

5.3.3 In case 1st cover is not annexed or tender cost, EMD, Eligibility documents etc. not found in proper form, the 2nd cover containing tender documents will not be opened at all.

5.4 The envelope-II shall contain the following: -

5.4.1 Tender document containing terms & conditions, Specifications, schedule of quantities etc. complete as the original tender documents got issued from BSNL or downloaded from the internet.

5.4.2 The rates and amounts should be filled only in the schedule of quantities attached thereto.

6.0 Tender opening: -

Tenders, which should always be placed in sealed envelope, in the manner detailed at **Para no. 5.0 above**, will be received and opened on the due dates in **BSNL, Electrical Sub Division, 181 ANAND VIHAR SAPROON SOLAN H.P. 173212 up to 15:00 Hrs & 15:30 Hrs. respectively** by Executive Engineer (E) or his authorized representative in his office.

6.1 **Envelope-I** containing earnest money, tender cost and documents pertaining to eligibility etc. (As per **clause 5.3** above) shall be opened first on the due date.

6.2 In case **Envelope-I** is not annexed or tender cost, EMD, Eligibility documents etc. not found in proper form, the **Envelope-II** containing tender documents will not be opened at all and such unopened tender shall be returned on spot to the bidder or his representative during the process of opening of tenders. The cost of tender documents deposited for tender issue/Demand Draft along with downloaded tender shall not be refunded, even if bidder is found ineligible.

6.3 After the opening of **Envelope-II of eligible bidders**, the Tender documents containing terms & conditions, specifications and Schedule of quantities etc. shall be evaluated by BSNL.

6.4 If a holiday is declared on the tender opening day, the tenders will be opened on the next working day.

7.0 The tender should be properly bound and sealed. In case of loose/spiral bound submission of tender, the tender shall be liable for rejection. **(In case of the downloaded tender documents from the internet).**

8.0 Every page of downloaded tender shall be signed by the tenderer with stamp (seal) of his firm/organization and the tenderer shall furnish a declaration" **that No addition/ deletion/ correction have been made in the tender document, submitted and it is identical to the tender document appearing on website. (In case of the downloaded tender documents from the internet)".**

9.0 If it is found at any stage of tender scrutiny after submission of tender that the bidder has made any correction/addition/alternation/omission in tender documents vis-à-vis tender documents available on the website/original draft NIT in office, the bid shall be treated as non responsive and shall be summarily rejected and the EMD deposited by tenderer shall be forfeited in addition to any other action as per prevalent rules.

10.0 The conditional tender or tenders with conditional rebate shall be summarily rejected. However tenders with unconditional rebate will be considered.

11.0 The tenderer shall submit the original computer printout of the tender documents downloaded from the internet. The photocopy shall not be accepted.

12.0 The tender documents shall not be issued / sent through Post / Courier.

13.0 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.

14.0 WORK/QUANTITY DISTRIBUTION:

14.1 100% quantity shall be awarded to lowest bidder.

15.0 Performance guarantee:

The successful tenderer shall upon issue of letter of tender acceptance, shall be required to furnish irrevocable performance guarantee for an amount equal to 5% of the contract value in the form of CDR/FDR/DD/ Bank Guarantee (**Annexure-III to the tender documents**) within 15 days from the date of issue of acceptance of tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the performance guarantee within 15 days, the earnest money deposited (EMD) will be forfeited and tender shall be cancelled.

- 16.0** The Notice Inviting Tender shall form part of the contract document, In accordance with clause-1 of the contract, the tender acceptance letter shall be issued first in favour of the successful tenderer/contractor. The contract shall be deemed to have come into effect on issue of communication of acceptance of the tender. On such communication of acceptance, the successful tenderer/ contractor shall within 15 days from such date, formally sign the contract that includes all relevant documents.
- 16.1 The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender and as issued at the time of invitation of tenders and acceptance thereof together with any correspondence leading thereto
- 16.2 Agreement shall be drawn with the successful tenderer on prescribed standard Form No. B.S.N.L.W.-8 which is available as a B.S.N.L. Publication, Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement
- 17.0** Tenderers are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders as to the nature of the ground and the form and nature of the site, the means of access to the site, the accommodation they may require 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 tender by a tenderer implies that he has read this notice and all other contract documents and has made him self aware of the scope and specifications of the work to be done and of conditions and local conditions and other factors having a bearing on the execution of the work.
- 18.0** The competent authority on behalf of the BSNL does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- 19.0** The competent authority on behalf of BSNL 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.
- 20.0** The tender of the works shall remain open for acceptance for a period of **90 days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or date of issue of letter of acceptance/intent, whichever is earlier or makes any modifications in terms and conditions of the tender which are not acceptable to BSNL, then BSNL shall without prejudice to any right or remedy be at liberty to forfeit 50% of the said earnest money as aforesaid.

No exemption certificate for payment of EMD is acceptable.

- 21.0** The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. (Details as per ANNEXURE -I attached)
- 22.0** 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 contractor's service.

SDE (E) BSNL ESD SOLAN

SECTION-II (Annexure-I to III)

ANNEXURE-I

Certificate in respect of relative(s) being Non BSNL Employee :

“ I _____ S/ o _____
r/o _____ hereby certify that none of my relative(s) as defined below / 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 information to me”

Signature & seal of contractor(s)

NOTE:-

(i) The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is(are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt. / Corporate office for non-executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present).

(ii) The near relatives for this purpose are defined as under:

- 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).

(iii) The certificate shall be given by all the partners for partnership firm 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 damage 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.

ANNEXURE-II

MODEL FORM OF BANK GUARANTEE

BANK GUARANTEE BOND FOR EMD FOR AIR CONDITIONING, DIESEL ENGINE ALTERNATOR, LIFTS AND SUB-STATION WORKS WHEREVER THE AMOUNT OF EMD IS MORE THAN Rs. 20,000/-

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

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.

THE CONDITIONS OF THE OBLIGATIONS ARE:-

1. If the Contractor(s) withdraw its Tender during the period of Tender validity specified on the Tender Form; or
2. If the Contractor(s) having been notified of the acceptance of its Tender by the BSNL during the period of Tender validity.
 - (a) Fails or refuses to execute the Contract.
 - (b) Fails or refuses to furnish Security Deposit in accordance with the conditions of Tender document.

We undertake to pay to the BSNL up to the above amount upon the receipt of its first written demand, without the BSNL having to substantiate its demand, provided that in its demand, the BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in the tender document up to and including thirty (30) days after the period of the Tender validity, and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

Signature of the Witness

Name of Witness

Address of Witness.

ANNEXURE III
MODEL FORM OF PERFORMANCE GUARANTEE

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

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 _____ by 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.

2.0 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 contractors(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 _____.

3.0 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.

4.0 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.

5.0 We (name of the bank) _____ further agree with the BSNL that the BSNL shall have the fullest 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 or 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.

6.0 This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

7.0 We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the ____ day of _____
For _____

(Indicate the Name of Bank)

SECTION-III (item Rate Tender & Contract for Works)

BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

O/O Sub Divisional Engineer (E) BSNL Electrical Sub Division SOLAN (HP) 173212

STATE: HIMACHAL PRADESH

CIRCLE: SHIMLA

BRANCH: TELECOM ELECTRICAL SUB DIVISION

SUB DIVISION: SOLAN

Item Rate Tender & Contract for Works

Tender for the work of: **Provision of MCCB for power plant at TE bldg Dharampur.**

1) Issued to (contractor) _____

2) Tender Cost _____ 3) Receipt No _____

4) Date of application _____ 5) Date of issue _____

Signature of the officer issuing the document

Designation **SDE(E) BSNL ESD Solan**

(i) To be submitted by **15:00** Hrs. on **09.06.2017** to the **O/O Sub Divisional Engineer (E) BSNL Electrical Sub Division SOLAN (HP) 173212**

(ii) To be opened in presence of tenderers who may be present at **15:30** Hrs. on **09.06.2017** in the **O/O Sub Divisional Engineer (E) BSNL Electrical Sub Division SOLAN (HP) 173212**

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F, 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 BSNL 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 in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable

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

A sum of Rs. **_375(Rupees Three Hundred and Seventy Five Only)_** is hereby forwarded in the form of CDR of a Scheduled Bank/Fixed Deposit Receipt /Pay Order of a Scheduled Bank/Demand Draft of a Scheduled Bank as earnest money. If I/we fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said BSNL or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, If I/we fail to commence work as specified, I/we agree that BSNL or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and performance guarantee 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, up to 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 contained in Clause 12.2 and 12.3 of the tender form.

If I/we fail to furnish the valid EPF registration within prescribed period, I/we agree that the said BSNL or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely.

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 authorized to communicate the same or use the information in any manner prejudicial to the Safety of the State.

I/We 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/us is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior information to me

I/we abide by the original CPWD/BSNL EW- 8 form referred to in the tender document.

(Applicable if tender is downloaded from internet) I/We hereby declare that the tender submitted is the original downloaded computer printout and not the photocopy. I/We agree that during the process of tender finalization if it is detected that the tender documents submitted has been changed/ made additions or/ and deletions, the offer may be summarily rejected and that I/we agree that BSNL or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money absolutely in addition to any other action as per prevalent rules.

Dated:

Signature of Contractor:

Name of Signatory:

Postal Address:

Seal of Agency if any:

Witness:

Address:

Occupation:



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

BSNL ELECTRICAL SUB DIVISION SOLAN H.P. 173212

ACCEPTANCE

The above tender along with 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)

For and on behalf of BSNL

Signature

Designation

Dated

SPECIAL AND ADDITIONAL CONDITIONS)- SECTION-IV

The contractor shall read carefully the following conditions and shall quote accordingly.

1.0 EARNEST MONEY DEPOSIT:

- 1.1 **Validity period:** The validity period of Earnest Money deposit should be kept 30 days beyond the Tender validity i.e. 90+30=120 days, as the tender validity period is 90 days.
- 1.2 **Extension of Validity period:** In case, where the letter of award of work can not be placed within the validity period of tender, the BSNL can request all tenderers to extend the validity of their respective tenders and the earnest money deposit by a reasonable period. In such cases, extension of validity of earnest money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.
- 1.3 **Release of Earnest Money Deposit:** Earnest money deposit of all unsuccessful tenderers shall be released within one week of issue of tender acceptance letter to the successful tenderer. Where the BSNL requests the tenderer to extend the validity of the tender beyond the stipulated period given in the tender documents, and the tenderer refuses to extend the validity of his tender, the earnest money deposit of such tenderers shall be returned forthwith.
- 1.4 In case the work is not started by the contractor within specified time frame, the EMD and full Performance guarantee will be forfeited absolutely.

2.0 BID OPENING AND EVALUATION:

- 2.1 The bids shall be opened in the presence of bidders or their authorized representatives, who choose to attend, at 15:30Hrs. On the due date for tender opening. The bidder's representatives, who are present, shall sign in tender opening register.

3 CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, No post bid clarification at the initiative of the bidder shall be entertained.

4 EVALUATION OF BIDS:

- 4.1 BSNL shall evaluate the bids to determine whether they are complete, whether required sureties, Certificates & testimonials have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 4.2 Prior to the detailed evaluation pursuant to **clause-9 below**, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the Bid Documents without material deviations. The BSNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 4.3 A bid, determined as substantially non-responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity. However, BSNL may waive or seek correction of any minor infirmity or non-conformity or irregularity in a bid, which doesn't constitute a material deviation.
- 5 STORES AND SAFETY:** the contractor from his own sources shall arrange all the stores and materials required for the satisfactory completion of the work at site. Lockable space for storing the material may be provided on request if available. However, safe custody of the material stored at site will be responsibility of the contractor till the completion/ handing over of the work.
- 6 COORDINATION AT SITE:**
At the site of work more than one agency may be working. Full co-operation shall be extended to other agencies during progress of work. The work will be carried out in such a way so that it may not cause abnormal noise and hindrance to the officers of the BSNL engaged in erection as well as to normal routine work.
- 7 DATE OF COMPLETION:**
One month from the date of completion of Building Work
- 8 COMPLETION DRAWING:**
The firm shall supply completion plan within 10 days after completion of the work as detailed under.
- i) Line diagram of power supply/distribution
- 11 GUARANTEE & DEFECTS LIABILITY PERIOD:**
- i) The guarantee shall be valid for a period of 12 months after completion of work. The contractor shall guarantee that all equipments shall be free from any defect due to the defective material and bad workmanship and also the equipments shall work satisfactorily with performance and efficiencies not less than the guaranteed values.
- ii) Any parts found defective during this period shall be replaced free of cost by the contractor. The services of the contractor's personnel, if required during this period shall be made available free of cost to the BSNL
- iii) The contractor shall depute his representative to the site within 36 hours of notification of defects by the BSNL
- iv) The representative of BSNL and the contractor regarding the nature of defects and remedial action required shall prepare a joint inspection report. Time schedule for such action shall also be finalized
- v) In case, the contractor fails to depute his representative within 36 hours of notification of defects or fails to cause remedial measure within reasonable time as decided during joint inspection, the BSNL may proceed to do so at the contractor's risk and expenses and without prejudice to any other right of the BSNL to recover such expenses.
- vi) Till the installation is complete and handed over to the competent authority, watch and ward of installation set shall be the responsibility of the firm
- 13 TESTING AT SITE:**

i) Work is completed after testing of the installation

14 DETERMINATION OF CONTRACT:

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

15 IMPORTANT NOTE :

The clauses / conditions as modified in the tender shall supercede the relevant clauses/ conditions of BSNL EW-8. The other conditions shall be as per BSNL EW-8 .

CORRECTION SLIP-1

Addendum / Modification to CPWD-8 and CPWD-6 forms conditions of contract definitions

All reference to:-

- (I). CPWD/ Public Work Department / P&T Department.
- (ii). D.G Works Additional Chief Engineer CPWD / Chief Engineer of Zone.
- (iii). Administrative Head of CPWD / P&T Department.
- (iv). CPWD Circle / Civil Circle.
- (v). Ministry of Works, Housing & Supply/D.O.T.
- (vi) Govt. Of India. / President of India.
- (vii) For and on behalf of President Of India / for and on behalf of Govt. Of India.

In various clauses shall be taken to mean:-

- (i).B. S. N. L. (Elect. Wing.)
- (ii). Chief Engineer (Electrical), B.S.N.L.
- (iii). Administrative Head of B.S.N.L.
- (iv). B.S.N.L. Electrical Circle
- (v). B.S.N.L. (Govt. of India Enterprises).
- (vi) B.S.N.L.
- (vii) For and on behalf of B.S.N.L.

**Sub Divisional Engineer (E)
BSNL Electrical Sub Division
SOLAN 173212**

PROFORMA OF SCHEDULES

PROFORMA OF SCHEDULES

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

SCHEDULE 'A'

Schedule of quantities (as per PWD-3)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S.No.	Description	Quantity	Rates in figures & Words at which the Material will be charged to the contractor	Place of Issue of item
-------	-------------	----------	--	------------------------

1	2	3	4	5
1.			-----as per NIT-----	

SCHEDULE 'C'

Tools and plants to be hired to the contractor.

Sl.No.	Description	Hire charges per day	Place of Issue
--------	-------------	----------------------	----------------

1	2	3	4
1		-----NIL-----	

SCHEDULE 'D'

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

SCHEDULE 'E'

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

CLAUSE 10 CC NOT APPLICABLE

Component of materials- expressed as per cent of total value of work.	"X" -----NA----- _____ %
Component of labour- expressed as per cent of total value of work.	"Y" -----NA----- _____ %
Component of P.O.L. expressed as per cent of total value of work.	"Z" -----NA----- _____ %

PROFORMA OF SCHEDULES

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of work - : **Provision of MCCB for power plant at TE bldg Dharampur.**

Estimated cost of work : **Rs. 18750 (Rupees Rupees Nineteen Thousand Three Hundred and Sixty Two Only)**

Earnest money : Rs375 (Rupees Rupees Three Hundred and Seventy Five Only)

Performance Guarantee (5 % of the tendered value in the form of BG/CDR/FDR/Ddof schedule bank

Security Deposit In addition to performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum deducted will amount to security deposit of 5% of the Tendered value of the work.

GENERAL RULES & DIRECTIONS : Officer inviting tender **Sub Divisional Engineer(E)**
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. 10%

Definitions :

2(v) Engineer-in-Charge **Sub Divisional Engineer(E)**
2(viii) Accepting Authority **Sub Divisional Engineer(E)**
2(x) Percentage on cost of materials And labour to cover all Overheads and profits. **10%**
2(xi) Standard Schedule of Rates **DSR-2012 Internal & External.**
2(xii) Department **BSNL**
9(ii) Standard CPWD contract Form **BSNL form 7/8 as modified & Corrected up to date**

Clause 2

Authority for fixing Compensation under Clause 2. **Superintending Engineer (E) BSNL, Elect. Circle Shimla**

Clause 5

Time allowed for execution of work. Authority to give fair and reasonable extension of time for completion of work. **15 days**
Executive Engineer (E)

PROFORMA OF SCHEDULES

Clause 7

Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.

Rs. 5000/-

Clause 11

Specifications to be followed for execution of work.: CPWD Specification and Specification Attached

Clause 12

12.1.2 (iii)

Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.1.2 (i) & (ii)

DSR-2012 Internal & External.

12.1.2 (iii)

Plus/minus the % over the rate entered in the schedule of rates.

----DO---

12.1.2 (vi)A

Deviation Limit beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply

-----25%-----

12.1.2(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.

SE(E) BSNL, Elect. Circle shimla

Clause 36(i)

Minimum Qualifications & Experience required for Principal Technical Representative.

a)

For works with estimated cost Put to tender more than

(i)

Rs. 10 Lakhs for Civil work

Graduate or retired AE possessing

(II)

Rs. 5 Lakhs for Elec/Mech Works.

at least recognized diploma

PROFORMA OF SCHEDULES

- b) For works with estimated cost put to tender N.A.
 (I) More than Rs.5 Lakhs but less Than Rs. 10 Lakhs for Civil Works. Recognized Diploma holder.
 (II) More than Rs.1 Lakh but less Than Rs.5 Lakh for Elect/Mech. Works.
 c) Discipline to which the Principal Civil / Electrical / Mechanical Technical Representative should belong.
 d) Minimum experience of works. 3 years.
 e) Recovery to be effected from the contractor in the event of not Rs.4,000/-p.m. for Graduate Rs.2,000/- for diploma holder.
 Fulfilling provision of clause 36(i)

Clause 42

- i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi. Schedule of Rates _____ printed by C.P.W.D.
 ii) Variations permissible on theoretical quantities.
 a) Cement for works with estimated Cost put to tender not more than Rs. 5 lakhs. ~~3% plus / minus.~~ - N.A. -
 b) Bitumen all works. ~~2.5% plus only & Nil on minus side.~~ - N.A.
 =
 c) Steel Reinforcement and structural steel Sections for each diameter, section and category. ~~2% plus / minus.~~ - 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	<u>- NIL -</u>	
4.	Bitumen issued free		
5.	Bitumen issued at stipulated Fixed price.		

SDE(E) BSNL ESD SOLAN H.P.173212

Schedule of Quantity

NAME OF WORK: **Provision of MCCB for power plant at TE bldg Dharampur.**

Sr.No.	Description of item.	Quantity	Rate	Unit	Amount
1	SITC of Four pole 100A MCCB with Thermal-Magnetic Release, (Release Range 32-40A) breaking capacity 25KA at 415V in existing sheet steel enclouser i/c S/F sheet steel enclouser suitable for MCCB , making interconnections, testing etc. all as required. (M/s L&T DH-100 or equivalent similar superior make) (lcs = 100% lcu)	2	No	Each	
Total					

SDE(E) BSNL ESD SOL

SPECIFICATION

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 /departmental property 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 determined by the engineer-in-charge the same will be got done at his cost departmentally after serving notice to him
5. All the material should be as per the approved list attached with the schedule. Any material which is not covered in it, shall be ISI mark and may be got approved from Engineer-in-charge.
6. No extra payment will be made for any kind of transportation. The firm shall quote the rate of each item on lump sum basis including all taxes, levies, octroi and works contract tax. No octroi exemption and sales tax certificate should be given by the department.
7. The spare parts used should be from the genuine spare parts manufacturers.
8. Dismantled material will be contractors property and rate should be quoted accordingly
9. The work will remain under guarantee for six month after the handing over the site
10. INDULGING CONTRACTOR IN CRIMINAL/ ANTISOCIAL ACTIVITIES AND CASES UNDER INVESTIGATION / CHARGE SHEETED BY CBI OR ANY OTHER GOVERNMENT AGENCIES ETC. : If the CBI/ Independent External Monitor (IEM)/ Income Tax/ Central Excise/ Custom Departments recommends such a course- Action will be taken as per the directions of CBI or concerned department.
11. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR: Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the Engineerin-charge on behalf of the BSNL shall have option of terminating the contract without compensation to the contractor.

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

SDE (E) BSNL ESD SOL

LIST OF APPROVED MAKES- BSNL ELECTRICAL WING

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	In addition to above makes, Uttam/Automatic Electric Gear(AEG)/Patson/Rajasthan Transformer and Switchgear
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 / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard/ C&S/ABB/HPL
18	MS/ PVC Conduit	ISI mark
19	Cable Tray	MEM/Bharti/Ratan/Slotco/Profab
20	HT/LT Cables	ISI mark
21	PVC insulated copper conductor wire	ISI mark
22	Centrifugal Pump	Amrut / BE / Beacon / Batliboi / Crompton / Jyoti / Kirloskar / KSB / Mather & platt / ASP/Grundfos
23	Submersible Pump	Crompton/Amrut / BE / Calama / Kirloskar / KSB

24	Motors	ABB/ Bharat Bijlee / Crompton Greaves Schneider Electric / HBB / KEC / Siemens/Jyoti Ltd
25	Fresh Air Fans	GE / Khaitan/Almonard/Crompton
26	Starter	ABB / BCH / Schneider Electric / L&T / Siemens /
27	Single Phase Preventer	L&T / Minilec / Siemens / Zerotrip
28	GI/MS Pipe	ATC / ATL / BST / GSI / ITC / ITS / IIA /JST / Jindal /TTA / Tata/Zenith
29	Foot Valve	ISI mark
30	Gate Valve	Advance/Audco/Johnson Controls/ Zoloto/ Annapurna / Fountain / Kirloskar / Leader / Sant / Trishul
31	Compressors	Carrier/Emerson copeland/York/ Danfoss (for chillers only)
32	Resin Bonded Glass wool	Fibre Glass / 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) BSNL ESD SOL

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 up to 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. is We 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 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.

* (Strike out whichever is not applicable)

(Dated Signature of contractor)

(Seal of the firm)

ANNEXURE-V
PROFORMA FOR UNDERTAKING REGA PROFORMA FOR UNDERTAKING REGARDING
SALES TAX CLEARA RDING 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)