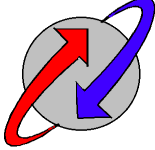


Sub Divisional Engineer(E), BSNL Electrical Sub-Division-1, Mandi at Sundernagar.175002 Tel.No. 01907-265188, 01907-265288(Fax).		BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise)
---	---	---

Name of Work	:-	Provision of Exchange Equipment earthing at T.E. Bldgs Khakhnal and Palchan under SSA Kullu.
Name of Agency	:-	
Date of Application	:-	27-10-2017
Date of issue of Tender Documents	:-	
Cost of Tender	:-	Rs.177.00
Date of Opening	:-	31-10-2017

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

Sub-Divisional Engineer (E)
BSNL, Electrical Sub-Division-II
Sundernagar.

Contractor

SDE (E)

Name of Work: - Provision of Exchange Equipment earthing at T.E. Bldgs Khakhnal and Palchan under SSA Kullu.

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This is certified that this NIT contains 35 (Thirty Five) pages excluding
Pages A & B.

Contractor

SDE (E)

CORRECTION SLIP

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

All reference to:-

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

(a) 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) Bharat Sanchar Nigam Limited Electrical Circle.
- v) Bharat Sanchar Nigam Limited (Ministry of Communications)
- vi) Bharat Sanchar Nigam Limited

TENDER NOTIFICATION

The Sub-Divisional Engineer (E) B.S.N.L., Electrical, Sub-Division-II, CTTC Complex, Vill Ropa, Sundrnagar, Distt Mandi H.P-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)	EMD (Rs)	Last Date Of Receipt of Application (Up to 5PM)	Last Date & Time of Sale (Up to 4PM)	Last Date & Time of Tender		Time for Completion
					Receipt (Up to 3PM)	Opening (Up to 3.30PM)	
Provision of Exchange Equipment earthing at T.E. Bldgs Khakhnal and Palchan under SSA Kullu.	Rs 48,031.00	Rs 961.00	27.10.2017	28.10.2017	31.10.2017	31.10.2017	01 Month

A) Eligibility Conditions

The Contractors satisfying the following conditions:-

1. BSNL enlisted contractors in Electrical category of respective class as per their tendering limits.
2. The Contractor shall have to possess ELECTRICAL LICENCE of appropriate Voltage Issued by any State Govt. Under Clause 45 of compilation of Indian Electricity Rules 1956 or as amended from time to time provided notification in official Gazette, exempt, on
The contractor shall also submit and confirm:
 - Documentary proof of satisfying the eligibility conditions as per "A" above , copy of PAN card, copy of CA certificate for turnover, Original authorization of person quoting the tender from Directors/ Proprietor of the company, Near relative certificate from or on behalf of Directors/ Proprietor of the company. (All the documents shall be self attested / certified by any BSNL Executive /Notary /Gazetted Officer of Central Govt).
 - The firm should have Himachal Pradesh GST registration certificate.
 - The contractors who are not registered under Himachal Pradesh GST, may bid for the contract however such contractors will have to get themselves 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. If the firm fails to produce Himachal Pradesh GST registration certificate on more than one occasion, the firm shall be barred from participating in all future tenders. The firm shall give an affidavit as per **Annexure-VII on page no.35** in this regard.
 - The Firm should have ESI & EPF registration certificate . The firms who claim 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 **Annexure-III on page no.31**
 - 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.
 - **Declaration of EW-6 / EW-8, Relative Certificate & Undertaking -I by contractors. (As per Annexure-IV, V, VI on Page no.32, 33, 34).**

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 (Cash), O/o GMTD B.S.N.L., Mandi and the second cover should contain the tender documents. In 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. 177/- (Rs. One hundred and seventy Seven only) i/c taxes in DD (non refundable).

Contractor

SDE (E)

- ◆ 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 fail 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 from 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.**

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

**Sub-Divisional Engineer (E)
BSNL, Electrical Sub-Division-1
Sundernagar, Mandi (HP)**

No0:- 3-07/NIT/2017/32

Dated:-17.10.2017

Copy for information and wide publicity to :-

- 1) Web site www.tenderwizard.com/BSNL or www.hp.bsnl.co.in
- 2) The Chief Engineer (Civil – North/South), New Shimla.
- 3) Vigilance Officer, O/o CGMT, Shimla.
- 4) The SDE (EP) in division office.
- 5) Notice Board then NIT File.
- 6) Contractors.

Sub-Divisional Engineer (E)

Contractor

SDE (E)

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: - **Provision of Exchange Equipment earthing at T.E. Bldgs Khakhnal and Palchan under SSA Kullu.**

The work is estimated to cost **Rs. 48,031.00**

This estimate however is given merely as a rough guide.

- 1- Tenders will be issued to eligible contractors, provided they produce definite proof from the appropriate authority of having completed work of magnitude as specified in web notification at page No.____2____.
- 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 **One month** reckoned from the **10th day after the** date of award.
- 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 **17:00Hrs. on 27.10.2017** Issue of tender forms will be stopped by 16:00 Hrs. on **28.10.2017**

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 **B.S.N.L., E.S.D.-1, Sundernagar** 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, will be issued from this office, during the hours specified above on payment of **Rs.177.00 inclusive of GST** (non- refundable) in cash/DD.

Note: - Tender documents can also be downloaded from the web site [http://www. hp.bsnl.co.in](http://www.hp.bsnl.co.in).

- 6- The tenderers 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.

Contractor

SDE (E)

- 7- Tenders, 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 **S.D.E (E), B.S.N.L ELECTRICAL SUB-DIVISION-II, Sundernagar** upto 03.00 P.M. on **31.10.2017** 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 of **Rs. 961.00 (Rs. Nine Hundred sixty one only)** in the shape of DD/FDR/CDR/B.G in prescribed form from the scheduled Bank or Nationalised Bank / State Bank guaranteed by Reserve Bank of India drawn in favour of **A.O. (Cash), O/O The GMTD, B.S.N.L., Mandi** the amount being credited to Nationalized Bank.
- 9- The description of the work is as follows: - **Provision of Exchange Equipment earthing at T.E. Bldgs Khakhnal and Palchan under SSA Kullu.**

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.
- 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 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 7days 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 B.S.N.L. Form-8

CONTRACT **B.S.N.L EW-8**

BHARAT SANCHAR NIGAM LIMITED

STATE : **Himachal Pradesh** **CIRCLE** : **Shimla**

ZONE : **Shimla** **BRANCH** : **Electrical**

Percentage Rate Tender/Item Rate Tender & Contract for Works

(A)Tender for the work of: - Provision of Exchange Equipment earthing at T.E. Bldgs Khakhnal and Palchan under SSA Kullu.

- (i) To be submitted by **15.00** hours on **31.10.2017** to **O/o.Sub-Divisional Engineer (E), BSNL, Electrical Sub-Division-II, Sundernagar-(HP) 175002**
- (ii) To be opened in presence of tenderers who may be present at **15.30** hours on **31.10.2017** in the office of **O/o. Sub-Divisional Engineer (E), BSNL, Electrical Sub-Division-II, Sundernagar-(HP) 175002**

Issued to: _____

(Contractor)

Signature of officer issuing the documents _____

Designation **Sub-Divisional Engineer (E)**

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 11 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. 961/-** is hereby forwarded in the shape of DD/FDR/CDR/B.G. in prescribed form from the scheduled Bank or Nationalized Bank / State Bank guaranteed by Reserve Bank of India 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 contained In Clause 12.2 and 12.3 of the tender form.

Contractor

SDE (E)

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 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 _____ **961**

PROFORMA OF SCHEDULES
(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities (as per PWD-3)

As Per Page No. 20-21

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
----- 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.

CLASUE 10CC

Component of materials expressed as percent of total value of work. "X" = N/A .

Component of labour expressed as percent of total value of work. "Y" = N/A

Component of P.O.L.expressed as percent of total value of work. "Z" = N/A .

SCHEDULE "F"

Reference to General Conditions of contract.

Name of work: - Provision of Exchange Equipment earthing at T.E. Bldgs Khakhnal and Palchan under SSA Kullu.

Estimated cost of work : **Rs. 48,031.00**

Earnest money : **Rs. 961.00**

Performance guarantee: 5% of Contract Value in the form of bank guarantee (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.

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 Six Months from the actual date of completion of work.

GENERAL RULES : Officer inviting tender Sub-Divisional 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. See below.

Direction:
2(v) Engineer-in-Charge Sub-Divisional Engineer (E)
2(viii) **Accepting Authority** **Sub-Divisional Engineer (E)**
B.S.N.L. Electrical Sub-Division-II,
Sundernagar.
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-2016 (Internal and External)
9 (ii) Standard CPWD Contract form CPWD form 7/8 as modified & corrected upto

(b) Clause 2

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

Clause 5

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

Contractor

SDE (E)

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
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-2016 for Internal } for scheduled items DSR-2016 for External }
12.1 (iii)	Plus/minus the % over the rate entered in the schedule of rates.	Market rate for Market items -----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	As per Clause -11 of important note for contractors.
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.	Executive Engineer (E)
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	Elect. / Mech.

Contractor

SDE (E)

Representative should belong.

- (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

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. -----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.		

Contractor

SDE (E)

IMPORTANT NOTE FOR CONTRACTORS

1.0 Tax and Duties:-

- 1.1** All taxes, Levies, duties etc. in respect of this contract payable by the vendor & BSNL will not entertain any claim in respect of the same except GST.
- 1.2** BSNL shall deduct statutory taxes and duties like income 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.

2.0 Octroi Certificate:-

“No octroi exemption certificate will be issued by the department”.

3.0 Department reserves the right to accept the quantities in full or in parts.

4.0 SPLITTING OF WORKS:- Nil

100 % work shall be awarded to lowest tenderer.

5.0(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).

7.0(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.

7.0(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 thereof 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)

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

Contractor

SDE (E)

9. 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.

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:-

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.

12. Guarantee & Defects Liability Period

The guarantee shall be valid for 6 (six) months after successful performance testing. 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 contractor's personnel, if required during this period shall be made available free of cost to the department.
- b) The contractor shall depute his representative to the site within 36 (thirty six) hours of notification of defects by the department.
- c) 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 finalised.
- d) 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.

- e) The contractor shall visit and inspect the work in the presence of Department official at least 2 times (once in three months) during the Guarantee period to check the health of the installation as per manufacturer's maintenance schedule. The Engineer-in-charge or his representative shall certify this fact. In case the contractor does not comply with this provision in respective quarter period, the Department will forfeit 10% of security deposit amount for each quarter.

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

- 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.
- (b) In respect of case where the tender notice /work related orders have been issued and are waiting for submission the concerned unit should issue corrigendum for inclusion of above clause. However, where tender/work related documents have been opened and are waiting for finalisation the certificate may be taken from the company or firm or any other concerned person giving details of the relatives employed in the jurisdiction of the tender. The company or firm or the person concerned will not be debarred in this case but his work will be kept under proper watch to avoid any further complaint. Further, the relative will not be involved in the decision making and execution of the work.
- (c) Where the tenders or the work are already in operation (or awarded) the tenderer may be requested to give details of relatives employed in the jurisdiction of the tender in such cases the tenderer will be allowed to continue the work but special watch may have to be kept about his performance to avoid any complaint. The concerned relative will not be involved in execution and settlement of claims of the contractor.

Important Conditions for tenders applicable from GST perspective

- 1.1 BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.
 - 1.2 If the contractor fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties ,Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the firm.
 - 1.3 If the contractor fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the contractor.
 - 1.4 If the contractor does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the supplier.
2. **Tax Indemnity clause** : BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier.

3. Documents required for claiming the payment:- For claiming the payment, the supplier has to submit the following documents to the paying authority:-

(a) Invoice clearly indicating break up details of composite price i.e. Basic, GST, any other Duties,Taxes and Cesses, Freight/Packing Charges, etc.

(c) GST invoice or equivalent document, if applicable.

Note-01: If the supplier fails to furnish necessary supporting documents i.e. GST/Customs invoices etc. in respect of the Duties/taxes/Cesses which are creditable to BSNL, the amount pertaining to such Duties/Taxes/Cesses will be deducted from the payment due to the firm.

Payment against GST credit will be made only when GST compliant invoice is submitted by the supplier.

Note-02: Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Services Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender.

Detail Estimate

NAME OF WORK: - Provision of Exchange Equipment earthing at T.E. Bldgs Khakhnal and Palchan under SSA Kullu.						
S. No.	Description of items	Qty		Rate	Unit	Amount
1	Earthing with copper earth plate 600 mm X 600 mm X 3 mm thick including accessories and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. with charcoal/ coke and salt as required.	4	Set		Set	
2	Supplying and laying 25 mm X 5 mm copper strip at 0.50 meter below ground as strip earth electrode, including connection/ terminating with nut, bolt, spring, washer etc. as required.(Jointing shall be done by overlapping and with 2 sets of brass nut bolt & spring washer spaced at 50 mm)	25	Mtrs		Mtr	
Total Rs.						

Amount in words Rs

(Signature with Seal of Firm)

Sub-Divisional Engineer (E)
BSNL Electrical Sub-Division-II
Mandi at Sundernagr.

Contractor

SDE (E)

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. Documentary proof of same shall be submitted.
7. The mobile oil of the DEA set shall be changed as per manufacturers' recommendation.
8. Diesel and battery for testing of DEA set shall be responsibility of BSNL.
9. The firm shall clean the DEA set after repairs.
10. The firm shall top up the battery electrolyte without any extra cost. Check & correct cooling water level & lube oil level.
11. 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.

Sub-Divisional Engineer (E)
BSNL Electrical Sub-Division-II
Mandi at Sundernagr.

ADDITIONAL SPECIFICATIONS FOR THE WORK (E.I. & FANS)

1. The work shall be done as per CPWD specifications for electrical works as amended from time to time and Indian Electricity Rules as amended up to date
2. The work shall be supervised by a qualified over-sear.
3. The layout of the work will be given by the Engineer-in charge or the duly authorised representative, at the site work.
4. The following wiring shall be done in separate circuits.
 - A) Power plug wiring.
 - B) Light and fan point wiring.
 - C) Emergency light and fan point wiring.
 - D) Telephone wiring.
 - E) Circuit wiring.
 - F) Sub main wiring.
5. The number of power plug points shall be one per ckt. As in H.P. heater are used on each ckt.
6. The earthing sets shall be provided in the presence of the Engineer-in-charge or his authorised representative.
7. The contractor will have to submit the completion plan to scale in triplicate in ammonia printed i.e. Blue prints before finally paid, failing which 2.5% of the value of work subject to a ceiling of Rs. 2500/- will be recovered from his final bill.
8. The contractor will have to give the following tests at his cost and intimate test results before final bills are paid. Nothing extra will be paid to him on this accounts.
 - A) Earth Test.
 - B) Polarity Test.
 - C) Insulation Test.
 - D) Earth continuity test of the recessed conduit pipes.

9. Any damage done to the building by the contractor during the execution of work shall have to be made good at his cost and risk. If he does not do it himself within a reasonable time determined by the Executive Engineer (Elect) then the same will be get done at his cost departmentally after giving notice to him.
10. The outlet box is for switches and pipes or conduits etc. For different categories of conduits runs catering for different type of electric wiring as mentioned in clause(4) above shall be painted inside with different colors each signifying the different categories mentioning so as to avoid mixing of various circuits and their wiring and nothing extra will be paid for this account.
11. At the time of laying conduit pipe in the slab and in recess the contractor will keep fish wire of 14 S.W.G. (G.I.) wire through conduit/pipe and will have to take special care so that the conduits do not pass through air conditioning nuts grills, columns, beams etc. If any such necessity is foreseen special written permission of E.E. (Elect) will be obtained before such work is carried out, in case of failure the contractor will not be paid this account. Successful tenderer should recess the conduit in the walls before they are plastered and in collaboration with the cost of the contractor. The conduit/pipes should be mechanically and electrically continues.
12. The Bakelite covers of the tumbler switches, plug & sockets etc. shall not be removed or broken for taking connections. It shall be done at their backs by providing suitable wooden rider in the I.C. boxes, where found necessary. All I.C. boxes for switches, plugs and regulators etc. shall be provided with thick bakelite sheet covers.
13. The runs of various circuits wiring at various places shall be kept minimum by taking the runs on walls, where crossing column is not necessary. This has to be decided before the casting of slab, so that unnecessary length of conduits is not laid therein.
14. All the I.C. distribution boards, sub main boards and their complete fittings shall be sign written, clearly indicating the number of distribution boards, the socket load it is serving and the number of circuits contained in the distribution box.

15. Underground cables both of 220v and 1.1kv grade should be subjected to pressure/insulation tests before and after laying the same in the ducts. In case of unsatisfactory tests, the cost of all repairs and replacements and all extra work of removal and relaying will have to be done by the contractor at his own risk and cost.
16. The contractors will have to use metal clad switches/MCB's/Isolators/MCB distribution boxes and metal clad distribution as given in the schedule of work.
17. A termination of all connections of main boards/sub-main boards/sub-distribution boards will be done by crimping and nothing extra will be payable on this account.
18. Inter-connection between bus-bars and switches i/c and above 100Amps. sub main boards connections, will be done with solid copper conductor with PVC sheathing.
19. For the conduit already laid, recovery shall be made on the basis of DSR-2012 rates plus abatement of this tender on linear basis.
20. The Department shall not supply any tools and plants .
21. The work is to carry out according to the drawings issued, kept in the office of Engineer-in-charge who reserves the right to change the layout as and when required according to changed site conditions at any stage .The wiring and conduit routes are to be marked at site first and got approved by the Engineer-in-charge for commencement of actual work. No extra payment shall be made on this account.
22. The electrical works shall be carried out in close with the civil work in such a way that at no stage the electrical works lags behind the civil works.
23. No compensation shall be payable to the contractor for any damage caused by rain, fire, wind, storm. flood, or otherwise and no claim on this account shall be entertained.
24. The contractor shall maintain in good condition all work executed till the completion of work allotted to him.
25. No sharp edges of conduit shall be left unrounded.
26. The 5A/15A sockets should be multiple pin type
27. All the material to be used on the work shall be (S) marked and if ISI marked is not manufactured the confirmation to ISS shall be used. The same shall be approved by Engineer-in-Charge before use .All rejected material is to be removed from the site of work immediately at contractor's on cost.

GENERAL SPECIFICATIONS & TERMS AND CONDITIONS

1. The work shall be carried out as per current CPWD/BSNL/DOT specifications in force as per the direction of the Engineer-in-charge or his duly authorized representative at the site of work.
2. 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.
3. Work shall be carried out as per specifications and latest I.E. Rules.
4. The material used shall be ISI marked / BSNL approved.
5. Any damage done to the Building by the contractor during the execution of work shall have to be made good at his own risk & cost. If he does not do it within a reasonable time determined by the Engineer-in-charge then the same will be got done at his cost by the department after giving notice to him.
6. The dismantled material will be property of contractor unless otherwise specified.
7. Work will be supervised by qualified supervisor.
8. The departmental material will be issued from the departmental store. The contractor will make his own arrangement for loading and unloading, cartage etc. – N/A.
9. 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.

10. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:

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

11. 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.

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

Contractor

SDE (E)

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
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.

Contractor

SDE (E)

FOLLOWING OFFICERS MAY BE CONTACTED FOR REDRESSAL OF COMPLAINTS

Sr. No.	NAME OF OFFICE	POSTAL ADDRESS	Telephone Numbers	Fax Number
1	CGMT, HP Circle	O/O the Chief General Manager BSNL, HPTC, Block No. 11, SDA Complex, Kasumpati, Shimla 171 009 (HP)	0177-2620220	0177-2625325
2	The Chief Engineer (Elect)	Third Floor, Block no. 5, Sector 6, Phase- III, New Shimla-171009	0177-2673701	0177-2673211
3	The Vigilance officer HP Telecom Circle	O/O the Chief General Manager BSNL, HPTC, Ground Floor, Block No. 9, SDA Complex, Kasumpati, Shimla 171 009 (HP)	0177-2621213	0177-2622213

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.

Name of witness

Signature of the Bank

Address of witness

Signature of the Witness

Contractor

SDE (E)

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 undertake 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.

- 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)

ANNEXURE-III

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-IV
UNDERTAKING- I
(To be submitted with Eligibility conditions)
VENDOR GST DETAILS**

Sr. No.	Description	Details to be filled in by contractor
A	Vendor Name	
B	Type of vendor i.e. whether registered or unregistered	
C	State wise registration address of the vendor (In case vendor has presence in multiple states)	
D	State of registration along with PIN code	
E	PAN No. of vendor	
F	GSTIN No. of registered vendor (If registered in multiple states, then listing all GSTINs) under which invoices are raised by vendor	
G	Status of vendor i.e. SEZ, EOU, DTA, Government, Local authority	
H	List of goods and services provided by vendor	
I	HSN code for goods/SAC for services supplied by vendor	
J	GST compliance rating (Optional)	
K	Whether supply is exempt/non taxable	
L	Whether reverse charge scheme is applicable. (Yes/No)	
M	Whether compounding scheme applicable (Yes/No). In case purchase is from dealers under composition scheme GST cost will be inbuilt in supply and vendor will not charge GST separately.	
N	Whether TDS applicable (Yes/No)	
O	Email address of vendor	
P	Phone Nos. of vendor	

(Seal of the firm)

(Dated Signature of Contractor)

Contractor

SDE (E)

ANNEXURE-V

Declaration by Contractor for BSNL EW-6 & EW-8

(To be submitted with Eligibility conditions)

I / We do hereby undertake to have gone through the terms & conditions / clauses of all the tender documents including Form EW-06, EW-08 being adopted by the BHARAT SANCHAR NIGAM LIMITED (Electrical Wing) & agree to abide by the same.

In case of failure to comply as above, our offer will stand withdrawn and our tender documents would not be opened by the tender opening officer. The decision of tender opening officer in this regard shall be final & binding on me.

Signature of contractor/authorized representative
With seal of the firm

ANNEXURE-VI

"NO RELATIVE WORKING IN BSNL" CERTIFICATE
(To be submitted with Eligibility conditions)

I _____ S/o _____

R/o _____

here by certify that none of my relative(s) as defined below is/are employed in BSNL unit as per details given in the tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have absolute right to take any action as deemed fit/without any prior intimation to me.

- (i) Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as :
- 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)
- (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). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender / work, for proprietorship, partnership firms and limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

(Dated Signature of contractor)

(Seal of the firm)

Contractor

SDE (E)

ANNEXURE-VII

(To be submitted with Eligibility conditions)

PROFORMA FOR AFFIDEVIT REGARDING registration under Himachal Pradesh
GST ON NON- JUDICIAL STAMP PAPER OF Rs. 100/-

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

Resident of hereby give an undertaking that:

I / We shall get registered under the Himachal Pradesh GST 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.

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.

(Dated Signature of contractor)

(Seal of the firm)

GSTN DETAILS OF BSNL
Form GST REG-25

Sr. No.	Description	Details
A	Legal & trade Name	Bharat Sanchar Nigam Limited
B	Type of vendor i.e. whether registered or unregistered	Registered
C	State wise registration address of the vendor (In case vendor has presence in multiple states)	O/O the Chief General Manager BSNL, HPTC, Block No. 11, SDA Complex, Kasumpti, Shimla 171 009 (HP)
D	State of registration along with PIN code	Himachal Pradesh 171009
E	PAN No. of vendor	AABCB5576G
F	GSTIN No. of registered vendor (If registered in multiple states, then listing all GSTINs) under which invoices are raised by vendor	02AABCB5576G3ZV
G	TIN under VAT	02011200359
H	Service Tax Registration No.	AABCB5576GSD816
I	Corporate Identity Number (CIM)	U74899DL2000GOI107739
J	Status of vendor i.e. SEZ, EOU, DTA, Government, Local authority	Public Sector Undertaking
K	List of goods and services provided by vendor	Telecommunication services
L	HSN code for goods/SAC for services supplied by vendor	HSN CODE 85176230, 85235210
		SAC CODES 00440398, 00440229, 00440406
M	GST compliance rating (Optional)	
N	Whether supply is exempt/non taxable	No
O	Whether reverse charge scheme is applicable. (Yes/No)	No
P	Whether compounding scheme applicable (Yes/No). In case purchase is from dealers under composition scheme GST cost will be inbuilt in supply and vendor will not charge GST separately	No
Q	Whether TDS applicable (Yes/No)	No
R	Email address of vendor	bsnlgst.hp@gmail.com