

(A GOVT. OF INDIA ENTERPRISE)

# O/o THE EXECUTIVE ENGINEER (C) BSNL CIVIL DIVISION Dehradun

# **TENDER DOCUMENT**

NAME OF WORK: MAINTENANCE AND CARETAKING OF BSNL INSPECTION QUARTER AT BHIMGODA, HARDWAR.

ACCOUNTS OFFICER
BSNL CIVIL DIVISION,
DEHRADUN

NAME OF WORK:

# MAINTENANCE AND CARETAKING OF BSNL INSPECTION QUARTER AT BHIMGODA, HARDWAR.

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## IMPORTANT INSTRUCTIONS TO ALL TENDERERS

All tenderers should read the following important instructions carefully before actually quoting rates:

- 1. The Standard Form (The General Conditions of Contract for Civil Works 2006 incorporating all correction up to date) will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by the both parties after acceptance of tender. The Standard Form shall be available in downloadable manner from website <a href="http://www.uttaranchal.bsnl.co.in">http://www.uttaranchal.bsnl.co.in</a>
- 2. The tenderer should read carefully & understand the Additional Conditions/ Special Conditions, Additional Specifications and Particular Specifications, Schedule of Quantity, drawings etc attached with the tender document/available on website <a href="http://www.uttaranchal.bsnl.co.in">http://www.uttaranchal.bsnl.co.in</a> before actually quoting rates for the work.
- 3. Quoted rate shall deem to include cost of all materials, labour, operations, taxes and any other contingent item described in items, specifications etc. unless otherwise specified.
- 4. The rate shall also deem to include cost of any other material, labour, operations etc. without which the work would not be satisfactorily complete even though such material, labour, operation would not have been specifically mentioned in specifications etc. unless otherwise specified.
- 5. The schedule of items, estimated cost etc in this contract are based on CPWD DSR 2012 and Local Market.
- 6. The tenderers, who have downloaded the tender document from the website, should read the important instructions & declaration given in pages '4' & '5' carefully before submitting the tenders.

# IMPORTANT INSTRUCTIONS TO TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEBSITE

The tenderers who have downloaded the tenders from the web, should read the following important instructions carefully before actually quoting the rates & submitting the tender document:

- 1. The tenderer should see carefully & ensure that the complete tender document including schedule of quantity as per the index given on page '2' has been downloaded properly & there are <u>25 (Twenty Five)</u> pages in all in the tender document.
- 2. The printout of tender document should be taken on A-4 size paper only & the printer settings etc are such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.
- The tenderer should ensure that no page in the downloaded tender document is missing.
- 4. The tenderer should ensure that all pages in the downloaded tender document are legible & clear & are printed on a good quality paper.
- The tenderer should ensure that every page of the downloaded tender document is signed by tenderer with stamp (seal).
- 6. On page '1' of the downloaded tender document, the name of the tenderer should be filled by the tenderer.
- 7. The tenderer should ensure that the downloaded tender document is **properly bound** and wax sealed before submitting the same. The loose/ spiral bound/improperly sealed tenders shall be rejected out rightly.
- 8. In case of any correction(s)/addition(s)/alteration(s)/omission(s) in the tender document, it shall be treated as non-responsive and shall be rejected.
- 9. The tenderer shall furnish a declaration to this effect that no addition(s)/ deletion(s) /correction(s) have been made in the tender document submitted and it is identical to the tender document appearing on Website.
- 10. The tenderer should read carefully & sign the declaration given on page no. **5** before submitting the tender.
- 11. The **cost of tender and eligibility credentials** should be submitted separately in the envelope-1 containing the EMD as detailed in NIT marked "**Earnest money plus cost of tender and eligibility credentials**". The **Tender** shall be placed in sealed envelop-2 marked as "**Tender**". The sealed envelop no. 1 & 2 as above shall then be placed in another sealed envelop-3. All the three envelop have been superscribed by the data of name of work, Name of Tenderer and Last date of receipt of Tender.
- 12. In case of any doubt in the downloaded tender, the same should be got clarified from the o/o **EXECUTIVE ENGINEER (C), BSNL CIVIL DIVISION, Dehradun** before submitting the tender.

# DECLARATION TO BE GIVEN BY THE TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE WEBSITE

It is to certify that:

- 1. I / We are submitting the tender in the proforma as downloaded directly from the website & there is no change in formatting, number of pages etc.
- 2. I / We are submitting tender document which is same/ identical as available on the website.
- 3. I / We have not made any modification / corrections / additions etc in the tender documents downloaded from web by me / us.
- 4. I / We have checked that no page is missing and all pages as per the index are available & that all pages of tender document submitted by us are clear & legible.
- 5. I / We have signed (with stamp) all the pages of the tender document before submitting the same.
- 6. I / We have wax sealed the tender documents properly before submitting the same.
- 7. I / We have submitted the cost of tender and eligibility credentials, along with the Earnest money as detailed in NIT, separately in sealed envelop-1marked "Earnest money plus cost of tender and eligibility credentials". The Tender has been placed in sealed envelop-2 marked as "Tender". The sealed envelop no. 1 & 2 as above have been placed in another sealed envelop-3. All the three envelop have been superscribed by the data of "name of work", "Name of Tenderer" and "Last date of receipt of Tender".
- 8. I / We have read carefully & understood the important instructions to the all tenderers & to tenderers who have down loaded the tenders from the website.
- 9. In case at any stage later, it is found there is difference in our downloaded tender documents from the original, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
- 10. In case, at any stage later, it is found there is difference in our downloaded tender document from the original, the tender / work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage whenever it is so noticed. I / WE will not claim any damages / compensation on this account.
- 11. In case, at any stage later, it is found there is difference in our downloaded tender documents from the original, I / We may also be debarred for further participation in the tender in the concerned BSNL Civil Zone & would also render me / us liable to be removed from the approved list of contractors of the Company.
- 12. If this declaration is not signed by the tenderer(s), in case of the Tender Document is downloaded from the website, the tender shall be treated as non responsive & shall not be opened.

Dated	
	/TENDEDED
	(TENDERER (SIGN WITH SEAL

# DECLARATION

(TO BE GIVEN BY THE TENDERER REGARDING RELATIVES AS PER PARA '14' OF BSNL-6. THIS SHALL BECOME A PART OF AGREEMENT)

Name of Work:- MAINTENANCE AND CARETAKING OF BSNL INSPECTION QUARTER AT BHIMGODA, HARDWAR.

l	s/c	Shri	resident of
		hereby certify the	hat none of my relative(s) as defined
	- 6 is / are employed in BSNL C		
•	y stage, it is found that the informake any action as deemed fit with		s false / incorrect, BSNL shall have ation to me.
DATED :			(CONTRACTOR) *(SIGN WITH SEAL)
(The certification		irm shall be given	by the proprietor; for Partnership Company, by all Directors of the

BSNL W-6

NIT No: 71/NIT/EE/BSNL/DDN/2012-13

#### **BHARAT SANCHAR NIGAM LIMITED**

(Government of India Enterprise) (CIVIL WING)

## **NOTICE INVITING TENDER**

- 1.0 Item rate tenders are invited on behalf of BHARAT SANCHAR NIGAM (A Government of IndiEnterprise) from approved and eligible contractors of D.O.T/BSNL Civil Wing, Deptt. of Post, CPWD, Uttarakhand State PWD (B&R only), MES, and Railways for the work of MAINTENANCE AND CARETAKING OF BSNL INSPECTION QUARTER AT BHIMGODA, HARDWAR. The Central / State Govt. undertakings shall also be eligible to tender under usual terms & conditions applicable to them from time to time.
- 1.1 The work is estimated to Cost Rs. 505464/- (Rupees Five Lac Five Thousand Four Hundred Sixty Four only).
- 1.2 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority.
- Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL W-8, which is available as a BSNL publication. Tenderer shall quote his rates as per various terms and conditions contained in The General Conditions of Contract for Civil Works 2006 with upto date correction slips (available on web-site <a href="http://www.uttaranchal.bsnl.co.in">http://www.uttaranchal.bsnl.co.in</a> and in the office of the officer inviting tender) duly superseded by additional conditions/ specifications attached with the Tender Document which shall form part of the agreement.
- 3.0 The time allowed for carrying out the work will be **12 (Twelve) Months,** from the **10<sup>th</sup>** day after the date of issue of letter of acceptance of work, or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
- 4.0 The site for the work is available.
- 5.0 The last date of receipt of applications for issue of tender forms (in prescribed format) can also be down loaded from

  BSNL website <a href="http://www.uttaranchal.bsnl.co.in">http://www.uttaranchal.bsnl.co.in</a> and date of issue of tender forms will be as follows:
  - i) Last date of receipt of application: **04.04.2013** upto 16.00 hours.
  - ii) Last date of issue of tender forms: 05.04.2013 upto 16.00 hours
- 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 the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL website <a href="http://www.uttaranchal.bsnl.co.in">http://www.uttaranchal.bsnl.co.in</a> or be seen in the office of the EE(C), BSNL Civil Division, 3 Tyagi Road, Dehradun between 11.00 hours. & 16.00 hours from 28.03.2013 to 05.04.2013, everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of the following: -
  - (i) **Rs. 568**/- in cash as cost of tender(Non refundable) and
  - (ii) Earnest money of Rs. 10109/- in cash (upto Rs.2500/-only)/ deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of the Accounts Officer, BSNL Civil Division, Dehradun. When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.
  - (iii) The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from Website in the form as detailed at sub para(ii) above.

**Note**: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money.

7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be received by the <u>EE(C)</u>, <u>BSNL Civil Division</u>, <u>Dehradun</u> upto 15.00 Hrs. on <u>06.04.2013</u> and will be opened by him or his authorized representative in his office on the same day at 15.30 Hrs. After opening the main envelope 3, the envelope 1 containing the Earnest Money along with the cost of the tender as applicable and eligibility credentials

shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers whose Earnest Money, cost of tender and eligibility is found in order.

The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.

8. The description of the work is as follows: -

# MAINTENANCE AND CARETAKING OF BSNL INSPECTION QUARTER AT BHIMGODA, HARDWAR.

- 9.0 **Submission of tender**: -Tender shall be submitted in following manner:
  - 9.1 In case the tender document is down loaded form BSNL website
  - 9.1.1 "Earnest money plus cost of Tender and eligibility credentials" shall be placed in sealed envelope-1. Marked "Earnest money plus cost of Tender and eligibility credentials".
  - 9.1.2 The "Tender" shall be placed in sealed envelope-2 and will be superscripted as "Tender"
  - 9.1.3 The sealed envelope no. 1,&2 as above containing "Earnest money plus cost of Tender, Eligibility Credentials", and the "Tender" shall be placed in another sealed envelope -3.
  - 9.1.4 All the three envelopes shall be superscripted with following data on it.
    - (i) Name of work
    - (ii) Name of tenderer
    - (iii) Last date of receipt of tender
  - 9.2 In case tender document is purchased from Div/Sub-div office
  - 9.2.1: Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no.1
  - 9.2.2 Envelope no. 2 will be as per Para 9.1.2.
  - 9.2.3: The sealed envelopes 1&2 shall be placed in another sealed envelop no3
  - 9.2.4: same as 9.1.4

**Note**: In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law

- 9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.
- 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.
- 10.1 Tenderers 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 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 on 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 himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.
- 11 The competent authority on behalf of Bharat Sanchar Nigam Limited 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 is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
- 12 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.
- 13 The competent authority on behalf of the Bharat Sanchar Nigam Limited reserves with himself the right of the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 14 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:
  - (i) Member of Hindu Undivided family (UHF).
  - (ii) They are Husband and Wife.
  - (iii) The one is related to 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).

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/ gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications.

defined above is/are working in the	e concerned	BSNL Ci	vil Zone	where he is	s going to	apply for	or tender/work.	The
format of the certificate is as under:	-							
u <sub>1</sub>	-1-	Ch.:					D : 1	

All the intending tenderers will have to give a certificate that none of his/her such near relative (s) as

"I,\_\_\_\_\_\_ s/o Shri \_\_\_\_\_ Resident of hereby certify that none of my relative (s) as defined above is/are employed in concerned BSNL Civil Zone. 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".

The certificate in case of Proprietorship Firm shall be given by the proprietor; for Partnership Firm certificate shall be given by all partners and in case of Limited Company, by all Directors of the company. However, Government of India/Financial Institutions nominees and independent non-official part-time Directors appointed by Govt. of India or the Governor of the State are excluded from the purview of submission of this certificate while submitting tenders by Limited Companies.

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. BSNL will not pay any damages to the company or Firm or the concerned person but damages arising on account of such cancellation to be borne by the contractor. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned BSNL Civil Zone. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors or BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.

- 15. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or BSNL 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 Govt. of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
- 16. The tender for the work shall remain open for acceptance for a period of <u>30 (THIRTY)</u> days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 17. (A) In case of works having estimated cost upto and including Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled. In case of works of estimated to cost Rs.15, 00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.
  - (B) Regarding Clause 17 of BSNL W-6 the Security deposit of the contractor shall not be refunded before the expiry of twelve months (Six months in the case of work costing Rs. Fifteen Lakh and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.
- This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 & 1A of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter of commencement of work shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/Contractor shall, within 30 days from such date, formally sign the agreement consisting of:
  - a) The Notice Inviting Tender, all the documents including additional/special conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - b) Standard BSNL W-8 as on website <a href="http://www.uttaranchal.bsnl.co.in">http://www.uttaranchal.bsnl.co.in</a>
  - c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
- Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below: -

- (a) In cities/areas where ECS/EFT facility is provided by Banks, the tenderer must have Account in such ECS/EFT facility providing Banks and that Bank A/c No shall be quoted in the tender by the tenderer.
- (b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
  - (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place form where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
  - (d) The payments to contractors will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
- 20. First running account bill shall be paid only after
  - (a) signing of the Agreement/Contract by both the parties, and
  - (b) progress chart has been prepared as required under Clause 5 and approved by the competent authority.
- 21. If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of six months.
- 22. General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED with upto date correction slip are available on website <a href="http://www.uttaranchal.bsnl.co.in">http://www.uttaranchal.bsnl.co.in</a> as well as in the Divisional/ Sub divisional Office.
- 23. The tenderer shall furnish a declaration to this effect (In case of downloaded tender) that no addition/deletion/correction have been made in the tender document submitted and it is identical to the tender document appearing on website. Every page of down loaded tender shall be signed by the tenderer with stamp (seal) of his firm/organisation.
- 24. The Contractor shall have to fully abide by the relevant provision of Employee's Provident Fund Act 1952 and rules framed therein from time to time and they have to obtain and produce EPF registration within one month of award of work. First payment shall be made to the contractor only when he submits his valid EPF registration.

Executive Engineer (C)

BSNL Civil Division,
Dehradun

For & on behalf of the Bharat Sanchar Nigam Limited

ABRIDGED	FORM	BSNL	. W-8
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STATE <u>Uttarakhand</u> CIRCLE: <u>Uttarakhand</u>

DIVISION: <u>Dehradun</u>

ZONE <u>Uttarakhand Civil Zone</u> SUB-DIVISION: <u>Hardwar</u>

#### **Item Rate Tender & Contract for Works**

Tender for the work of:- MAINTENANCE AND CARETAKING OF BSNL INSPECTION QUARTER AT BHIMGODA, HARDWAR.

- (i) To be submitted by 15.00 hours on 06.04.2013 to Executive Engineer (C), BSNL Civil Division, 3 Tyagi Road, Dehradun.
- (ii) To be opened in presence of tenderer who may be present at 15:30 hours on 06.04.2013 in the office of Executive Engineer (C), BSNL Civil Division, 3 Tyaqi Road, Dehradun.

Issued to:	
(Contractor) Signature of officer issuing the documents	
Designation	
Date of Issue	

## TENDER

I/ We have read and examined notice inviting tender, schedule, A, B, C, D, E & F. specifications applicable, Drawings & Design, 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 Bharat Sanchar Nigam Limited 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 the contract and with such materials as are provided for, by and in respect in accordance with, such conditions so far as applicable.

I/ We agree to keep the tender open for <u>30</u> days from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/we withdraw my/our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

A sum of Rs. 10109/- (Ten Thousand One Hundred Nine) only, has been deposited in prescribed manner as earnest money. If I/We fail to commence the work specified I/We agree that the said Bharat Sanchar Nigam Limited 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 competent authority on behalf of the Bharat Sanchar Nigam Limited 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 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.

I/We agree that, in case of works of estimated cost exceeding Rs.15,00,000/-, to deposit an amount equal to 5% of Tendered value of the work as performance guarantee in the form of bond of any Scheduled Bank of India in accordance with the proforma prescribed or in the form of Fixed Deposit Receipt etc., within 15 days of the issue of letter of acceptance of Tender by the BSNL. I/We am/are aware that in the event of failure on my/our part to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled

I/ We hereby intimate that for	receiving payments I/we have an account in	Bank	with account
No	where the ECS/EFT facility of e-payment is available.		

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there-from to any person other than a

person to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We agree that should I/We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Bharat Sanchar Nigam Limited and the same may at the option of the competent authority on behalf of the Bharat Sanchar Nigam Limited be recovered without prejudice to any 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.

The information in respect of works in hand is as per proforma enclosed.

"I/we agree that this contract is issued) Dated	subject to jurisdiction of Court at Deh	radun only." (Where the NIT/Tender has been
Witness: Address: Occupation:	Postal Address: -	() Signature of Contractor
	****************	*****
me for and on behalf of the Bhara	y you (Contractor) and as provided in that Sanchar Nigam Limited for a sum of (Rupees	)
(a)	all form part of this contract Agreement	u-
(b)		
	For & on	behalf of the Bharat Sanchar Nigam Limited.
		Signature
Dated		Name and designation

# PERFORMA OF SCHEDULES

SCHEE	DULE "A"					
			Schedule of Quantitie	es (Enclosed)		
SCHEE	DULE "B"					
Sched	ule of Materials to be	issued to	the contractor			
S. No.	Description of Item	Quantity	Rates in figures & w which the materials charged from the cont	will be	Place of issue	
1	2	3	4		5	
			NIL			
	SCHEDULE "C"					
Tools a	and Plants to be hired t	to the contr	actor			
S. No.	Description	of Item	Hire charges per day	,	Place of issue	
1 2		3		4		
			NIL			
SCHEL	OULE "D"					
Extra s	chedule for specific		ents/documents for the	work. If any	(enclosed).	
1. Special Conditions of Contract						
SCHEDULE "E" Schedule of component of Materials, Labour etc. for escalation.						
Schedu	lie of component of Ma	ateriais, La	bour etc. for escalation.			
CLAUS	SE 10					
Component of Materials expressed as percent of Total Value of Work						
percent of Total Value of Work "X" 75 %						
Component of Labour expressed as						
percent of Total Value of Work "Y" Deleted 25 %						
	nent of POL expre					
percent	percent of Total Value of Work "Z"					

SCHED	ULE "F"							
Reference	ce to General Conditions	of Co	ntract					
	Name of Work  MAINTENANCE AND CARETAKING OF BSNL INSPECTION QUARTER AT BHIMGODA, HARDWAR.							
Estimate	ed cost of Work	Rs. <u>505464</u> /- (Rupees Five Lac Five Thousand Four Hundred Sixty Four ) only.						
Earnest	Money	Rs.	Rs. 10109/- (RUPEES Ten Thousand One Hundred Nine) only					
Performance Guarantee (5 % of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. 15 Lakhs)			upees only)					
Security Deposit (10 % of the tendered value for works with estimanted cost put to tender up to Rs. 15 Lakhs) (5 % of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. 15 Lakhs)  GENERAL RULES AND DIRECTIONS								
Officers	inviting tender	Ex	ecutive E	Engineer (C), BSNL Civil Division, Dehradun.				
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 50%.			be					
Definition	ons			See below				
2(v)	Engineer-in charge		Executive	re Engineer (C), BSNL Civil Division, Dehradun.				
2(viii)	Accepting Authority	1	Executive	re Engineer (C), BSNL Civil Division, Dehradun.				
2(x)	Percentage on cost of labour to cover all of profit							
2(xi)	Standard Schedule of Rates			CPWD DSR-2012 with upto date correction slips				
9(ii)	Standard BSNL Contra Form			8 forms as modified and corrected upto date as on the date of of the tender.				
Clause	2							
		ing I der	Executive	re Engineer (C), BSNL Civil Division, Dehradun.				
Clause 2	2 A							
	Whether Clause 2 shall be applicable							
Clause	5							
i)								
ii)	Authority to give fair a extension of time for work.			Executive Engineer (C), BSNL Civil Division, Dehradun.				
Clause 7  Gross value of work to be done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim								

Reinforcement steel to be used in the work shall have to be procured as below from main/secondary pro (a)   CTD Bars   Manufactured by Secondary pro (b)   TMT Bars   Manufactured by Secondary pro (clause 11   Specification to be followed for execution of work.   CPWD Specifications 2009, Vol I II with upto correction slips.	ducers. ducers.		
Reinforcement steel to be used in the work shall have to be procured as below from main/secondary pro (a) CTD Bars Manufactured by Secondary pro (b) TMT Bars Manufactured by Secondary pro Clause 11  Specification to be followed for execution of work.  Clause 12  12.1.2(ii) Schedule of rates for additional, altered or substituted items that cannot be determined under 12.1.2(i).  12.1.2(ii) Plus/ minus the % over the rate entered in the schedule of rates.  12.2 & 12.3 Deviation limit for value of any item of any individual trade beyond which sub clauses 12.1.2 (i) to (iii) shall not apply and clauses 12.2.8 12.3 shall apply  Clause 16  Competent authority for deciding reduced rates.  Clause 25  Competent authority for conciliation Superintending Engineer (C), BSNL Civil Circle, BSNL UKD Civil Zone, Dehradun  Clause 36(i)	ducers. ducers.		
(a) CTD Bars   Manufactured by Secondary pro (b) TMT Bars   Manufactured by Secondary pro Clause 11   Specification to be followed for execution of work.  Clause 12   12.1.2(ii)   Schedule of rates for determining the rates for additional, altered or substituted items that cannot be determined under 12.1.2(i)   Plus/ minus the % over the rate entered in the schedule of rates.  12.2 & 12.3   Deviation limit for value of any item of any individual trade beyond which sub clauses 12.1.2 (i) to (iii) shall not apply and clauses 12.2.2 & 12.3 shall apply  Clause 16   Competent authority for deciding reduced rates.   Superintending Engineer (C), BSNL Civil Circle, Domester to the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Domester tauthority for conciliation   Superintending Engineer (C), BSNL Civil Circle, BC (Clause 36(i))   Clause 36(i)	ducers. ducers.		
TMT Bars	ducers.		
Specification to be followed for cPWD Specifications 2009, Vol I II with upto correction slips.  Clause 12  12.1.2(ii) Schedule of rates for determining the rates for additional, altered or substituted items that cannot be determined under 12.1.2(i).  12.1.2(ii) Plus/ minus the % over the rate entered in the schedule of rates.  12.2 & 12.3 Deviation limit for value of any item of any individual trade beyond which sub clauses 12.1.2 (i) to (iii) shall not apply and clauses 12.2.8 12.3 shall apply  Clause 16  Competent authority for deciding reduced rates.  Clause 25  Competent authority for conciliation  Clause 36(i)  Superintending Engineer (C), BSNL Civil Circle, BC Sworth Civil Circle, BC Clause 36(i)	date		
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12.1.2(ii)   Schedule of rates for determining the rates for additional, altered or substituted items that cannot be determined under 12.1.2(i) .     12.1.2(ii)   Plus/ minus the % over the rate entered in the schedule of rates.     12.2 & 12.3   Deviation limit for value of any item of any individual trade beyond which sub clauses 12.1.2 (i) to (iii) shall not apply and clauses 12.2.8 12.3 shall apply			
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rate entered in the schedule of rates.  12.2 & 12.3 Deviation limit for value of any item of any individual trade beyond which sub clauses 12.1.2 (i) to (iii) shall not apply and clauses 12.2.& 12.3 shall apply  Clause 16  Competent authority for deciding reduced rates.  Clause 25  Competent authority for conciliation  Clause 36(i)  Superintending Engineer (C), BSNL Civil Circle, Description of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Box 12.2.8 (C), BSNL Civil Circle, Box 13.2 (C), BSNL Civil Circle, Box 14.2 (C), BSNL Ci			
rate entered in the schedule of rates.  12.2 & 12.3 Deviation limit for value of any item of any individual trade beyond which sub clauses 12.1.2 (i) to (iii) shall not apply and clauses 12.2.& 12.3 shall apply  Clause 16  Competent authority for deciding reduced rates.  Clause 25  Competent authority for conciliation  Clause 36(i)  Superintending Engineer (C), BSNL Civil Circle, Description of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Box 12.2.8 (C), BSNL Civil Circle, Box 13.2 (C), BSNL Civil Circle, Box 14.2 (C), BSNL Ci			
12.2 & 12.3 Deviation limit for value of any item of any individual trade beyond which sub clauses 12.1.2 (i) to (iii) shall not apply and clauses 12.2.8 12.3 shall apply  Clause 16  Competent authority for deciding reduced rates.  Superintending Engineer (C), BSNL Civil Circle, Do 5% of the contract value and beyond that Chief EngsNL UKD Civil Zone, Dehradun  Clause 25  Competent authority for conciliation  Superintending Engineer (C), BSNL Civil Circle, BSNL UKD Civil Zone, Dehradun  Clause 36(i)			
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12.1.2 (i) to (iii) shall not apply and clauses 12.2.& 12.3 shall apply			
Clause 16  Competent authority for deciding reduced rates.  Clause 25  Competent authority for conciliation  Clause 36(i)  Superintending Engineer (C), BSNL Civil Circle, Description Superintending Engineer (C), BSNL Civil Circle, Description Superintending Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond that Chief Engineer (C), BSNL Civil Circle, Besult of the contract value and beyond			
Clause 16  Competent authority for deciding reduced rates.  Clause 25  Competent authority for conciliation  Clause 36(i)  Superintending Engineer (C), BSNL Civil Circle, Do 5% of the contract value and beyond that Chief EngsNL UKD Civil Zone, Dehradun  Superintending Engineer (C), BSNL Civil Circle, B			
Competent authority for deciding reduced rates.  Superintending Engineer (C), BSNL Civil Circle, Do 5% of the contract value and beyond that Chief EngsNL UKD Civil Zone, Dehradun  Clause 25  Competent authority for conciliation  Superintending Engineer (C), BSNL Civil Circle, B SNL UKD Civil Zone, Dehradun  Clause 36(i)			
reduced rates.  5% of the contract value and beyond that Chief En BSNL UKD Civil Zone, Dehradun  Clause 25  Competent authority for conciliation  Superintending Engineer (C), BSNL Civil Circle, B  Clause 36(i)			
Clause 25  Competent authority for conciliation  Clause 36(i)  Clause 36(i)  Clause 36(i)  Clause 36(i)  Clause 36(i)			
Clause 25  Competent authority for conciliation  Clause 36(i)  Superintending Engineer (C) , BSNL Civil Circle, B	igineer (C),		
Competent authority for conciliation  Superintending Engineer (C) , BSNL Civil Circle, B  Clause 36(i)			
Clause 36(i)	arelly		
,,	arony.		
a) Minimum qualification and experience of			
Principal Technical Representative for civil works			
with estimated cost put to tender.  i) Above Rs. 5 lakhs but less Recognised Diploma Holder in Civil Engineering			
than Rs. 10 lakhs.			
ii) Rs. 10 lakhs and above but Graduate Civil Engineer or retired AE (Civil) posses	ssing at least		
upto Rs. 60 lakhs. recognised Diploma in Civil Engineering	ognised Diploma in Civil Engineering		
iii) Rs. 60 lakhs and above. Principal Technical Representative supported	by requisite		
organization. The Principal Technical Representative Supported			
Graduate Civil Engineer with 05 years of minimum exper	ience of works		
or retired Executive Engineer (Civil) possessing at lea	ast recognised		
Diploma in Civil Engineering.			
b) Recovery to be affected from Rs. 4000 per month for Graduate Engineer.			
the contractor in the event of			
not fulfilling the provisions of Rs. 2000 per month for Diploma Holder.			
clause 36(i).			
Clause 42			
i) (a) Schedule / statement for determining theoretical quantities of cement on the basis of			
Delhi Schedule of Rates 2007 printed by			
CPWD.			
ii) Variation permissible on theoretical quantities			
a) Cement for works with estimated costs put to tender			
i) not more than Rs. 5 lakhs 3 % minus			
., 100 11010 1101110			
ii) more than 5 lakhs 2 % minus			
b) Steel reinforcement and structural steel sections for 2 % minus			
each diameter, section and category.			

	Star prices to be considered for	or escalation & recoveries
SI.No	Material	Star Price (Rate in Figures and Words)
1	For Cement	<del></del>
2(a)	For Mild steel	N.A.
2(b)	For Reinforcement Steel conforming to BIS 1786 ( Fe 415 Grade)	N.A.
2(c)	For Reinforcement Steel TMT bars conforming to	<del></del>
2(d)	For Galvanized Steel	N.A.

#### GENERAL CONDITIONS OF CONTRACT

- 1.0 The "Contract" shall, in general, be governed by the **BSNL General Conditions of Contract for Civil Works 2006**with upto date corrections. (A BSNL publication, available in downloadable manner from website
  <a href="http://www.uttaranchal.bsnl.co.in">http://www.uttaranchal.bsnl.co.in</a> consisting of:
  - a) General Rules and Directions,
  - b) Conditions of Contract,
  - c) Various standard clauses with correction(s) up to the date stipulated in Schedule 'F' of Tender Document,
  - d) Safety Code,
  - e)Model Rules for the protection of Health and Sanitary arrangements for Workers employed by BSNL or its contractors.
  - f) Contractor's Labour Regulations,
  - g) Performa of Registers, and
  - h) List of Acts and omissions for which fines can be imposed.
  - i) Additional Conditions.
  - j) Additional Specifications,
  - k) Particular Specifications, and
- 2.0 However, all additions and modifications to the conditions as available in this tender document consisting of:
  - a) Notice Inviting Tender (i.e., BSNL W-6),
  - b) BSNL W-8 (i.e., Item Rate Tender & Contract for Works),
  - c) Schedules "A" to "F",
  - d) Special condition of contract
  - e) Drawings and designs, if any and,
  - f) Including agreement/ guarantee bonds on non-judicial stamp paper and acceptance thereof together with any correspondence leading there to shall also form part of the contract.
- 3.0 The quoted rates for various items in the tender shall be inclusive of all the additional conditions/ specifications and particular specifications and for adherence to all these conditions and specifications, no extra payment shall be made to the contractor. Any infringement and/or breach of these specification and condition(s) etc. shall render the contractor liable to action(s) under various clauses of the contract and such action stipulated in conditions therein.
- 4.0 Wherever any reference to any Indian Standard (BIS) Specifications occurs in the documents relating to this contract, the same shall be inclusive of all up to date amendments or revisions.
- 5.0 Wherever "DSR" is referred to in the tender documents, it shall mean "CPWD Delhi Schedule of Rates 2007 with all up to date correction slips as on the date of opening of tenders".
- SERVICE TAX- The tenderer may note that they are liable for payment of service tax as per Govt. of India Rules. The quantum of Service tax paid by them will be reimbursable to them on the basis of actual payment made by them. For this purpose they have to submit their 15 digit service tax registration number as per rule 4A(1) of The service tax rule 1994, the contractor has to issue invoice/challans/bills which are serially numbered and contains the name and address of service provider and service receiver, description of service, value of service and service tax payable along with proof of the service tax payment.

## SPECIAL CONDITIONS FOR THE CONTRACT

- 1. The Agency shall be bound to pay all the employees as per the minimum wages act as per notified from time to time by the Assistant Labour Commissioner Dehradun.
- 2. All eatables shall be charged by the agency as per prescribed rate and nothing extra shall be paid by BSNL on this account.
- 3. Inventories of all the materials and their upkeep shall be sole responsibility of agency, shortage if any shall be charged at Penal rate as decided by Engineer-in-Charge.
- 4. All employee should wear approved uniform provided by the agency or else deduction shall be made for not wearing approved uniform @ Rs. 30.00 per day per employee.
- 5. If any complaint remains unattended, within prescribed time period to the satisfaction of Engineer-in-Charge recovery will be made from agency@ Rs. 200.00 per day of default.

(Contractor)

EXECUTIVE ENGINEER (C)
BSNL CIVIL DIVISION,
DEHRADUN

#### PROFORMA FOR AGREEMENT

#### (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

	CONTRACT AGREEMENT FOR THE WORK OF (refer note) in the town of		
	contractor (which term shall unless excluded by or repugnant to be subject or context assigns) of the one part and the Bharat Sanchar Nigam Limited hereing shall unless excluded by or repugnant to the subject or context include its success	ontext include its succ after called the BSNL (	essors and which term
A.	WHEREAS The BSNL is desirous that the construction ofexecuted as mentioned, enumerated or referred to in the tender including Press Conditions of the Contract, Special Conditions of the Contract, Specifications, Dr. completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other do	s Notice Inviting Tende rawings, Plans, Time S	er, General Schedule of
B.	The contractor has inspected the site and surroundings of the work specified in satisfied himself by carefully examination before submitting his tender as to the sub-soil and grounds, the form and nature of the site and local conditions the quarter the work the availability of labour and materials necessary for the execution of we the supply of power and water thereto and the accommodation he may reindependent enquiries and obtained complete information as to the matters and the tender documents or having any connection therewith, and has considered the nate and possible situations, delays, hindrances or interferences to or with the execution be carried out under the contract, and has examined and considered all other materials and possible contingencies, and generally all matters incidental thereto execution and completion of the work and which might have influenced him in materials.	nature of the surface, pantities, nature and mover, the means of accepting and has made things referred to or implementation and completion of patters, conditions and and ancillary thereof a	strata, soil, agnitude of ess to site, local and plied in the probable the work to things and
C.	The tender documents including the BSNL's Press Notice Inviting Tender, Gene Conditions of Contract, Schedule of Quantities and rates, General obligations, Sp schedule for completion of work. Letter of Acceptance of tender and any stater enclosures copies of which are hereto annexed form part of this contract though included in the expression Contract wherever herein used.	pecifications, Drawings ment of agreed variation	, plan, time ons with its
	AND WHEREAS The BSNL accepted the tender of M/s(refe construction ofand conveyed datedat the rates stated in the Schedule of quantities for the we (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions.	vide letter Noork and accepted by	
	NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLAR	RED AS FOLLOWS.	

- 1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby convenient with the BSNL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
- In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does 2. hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.
- "The contract is subject to the jurisdiction of Court at Dehradun only." (Where the NIT/Tender has been 3. issued)

It is specifically and distinctly understood and agreed between the BSNL and the contractor that the contractor shall have no right, title or interest in the site made available by the BSNL for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the BSNL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf of BSNL

Signature and delivered for and on behalf of the

contractor

(BHARAT SANCHAR NIGAM LIMITED) OFFICIAL ADDRESS	(Contractor
Date Place	Date Place
IN PRESENCE OF TWO WITNESSES	
SIGNATURE NAME SIGNATURE NAME	SIGNATURE NAME SIGNATURE NAME
For Proprietory Concern Shris/os/o	r/ocarrying on business under the name
and style ofat	(hereinafter called the said Contractor which expression shall
unless the context requires otherw	vise include his heirs, executors, administrators and legal
representatives).	
For Partnership Concern M/sa partne	
(hereinafter called th	ne said Contractor which expression shall unless the context
requires otherwise include his heirs, exe	ecutors, administrators and legal representatives). The partners of
the firms are:	
) Shris/o	
For Companies	and having
its registered office at	ny duly incorporated under the Indian Companies Act, 1956 and havingin the state of(hereinafter called the said the context requires otherwise include its successors and assign).

g) h)

# FORM OF PERFORMANCE SECURITY

## **BANK GUARANTEE BOND**

_	nder the terms and conditions of agreement No Datedmade between and (hereinafter called "the said contractor(s)") for thework (hereinafter called "the said agreement") for compliance of his obligation
in	work (hereinafter called "the said agreement") for compliance of his obligation accordance with the terms and conditions in the said agreement.
W	(indicate the name of the Bank) (hereinafter referred to as "as
Ba	e (indicate the name of the Bank) (hereinafter referred to as "as ank) hereby undertake to pay to the BSNL and amount not exceeding Rs (Rupees only) on demand by the BSNL.
th sta cc th	[Indicate the name of the Bank] do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from the BSNL ating that the amount claimed is required to meet the recoveries due or likely to be due from the said antractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not acceeding Rs. (Rupees only).
CC	e undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the intractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this esent being absolute and unequivocal.
	ne payment made by us under this bond shall be valid discharge of our liability for payment to there-under and the ontractor(s) shall have no claim against us making such payment.
ag ag BS	(Indicate the name of Bank) further agree that the guarantee herein entained shall remain in full force and effect during the period that would be taken for the performance of the said greement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said greement have been fully paid and it is claims satisfied or discharged or till Engineer-in- charge on behalf of the SNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out be the tild contractor(s) accordingly discharges this guarantee.
ha of tin cc re ar or	(indicate the name of Bank) further agree with the BSNL that the BSNL shall ave the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from the to time or to postpone for any time to time any of the powers exercisable by the BSNL against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement shall not be dieved from our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance act of omission on that part of the BSNL or any indulgence by the BSNL to the said contractor(s) by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, are effected or so relieving us.
Tŀ	ne guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
W th	, ,
th (R da	unless extended on demand by BSNL. Notwithstanding any ing mentioned above our liability against this Guarantee is restricted to Rs
	Date thedate of
	for (Indicate the name of Bank)

ANNEXURE – (i)

## **AFFIDAVIT**

I/We	have	submitted	а	bank	guarantee	for	the	work			
					_( Name of	Work),	Agreem				
										(Name	of the
	•	a view to see		•	rom payment	of per	formand	ce guaran	tee in cash	h. This Bank	guarantee
СХРПС	3 011										
		-		-	bank guaran			-			-
								months aft	er the recor	rded date of	completion
of the	work o	r as directed	by the	Enginee	er in charge.						
	ilso inde juarante	•	arat S	anchar N	Nigam Limited	d again	st any l	losses aris	sing out of I	non-encashn	nent of the
										,	(Deponent)
										Signature of	Contractor
Note:	The affid	avit is to be o	iven b	v the Ex	ecutants befo	re a firs	t class	Magistrate	١.		

# GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS

The	agreement between	made	this			day d	of called the	two	thousa		
and th	ne BHARAT SAN								011 01 111	, one par	٠,
dated where	REAS THIS aand by the contract nanship and use	made be or interal	etween the ia, underto	GUARANTO	OR OF TH	IE ONE	PART AN	ID the BSN	L of the	other par	t,
structı	WHEREAS THE urally stable and ges etc.										
expiry	THE GUARAN of maintenance after the expiry of	period p	rescribed in	n the contrac	t for the m	ninimum					
The d	ecision of the Er	ngineer in	charge with	າ regard to n	ature and	cause o	f defects sl	nall be final.			
charge contra	g the period of gecalling upon his actor at the guar antor shall be find	im to rect antor's co	ify the defe ost and risk	cts, failing w	hich the w	ork shal	l be got do	ne by the E	SNL by s	some othe	er
indem of this	if the guarantor inify the Princip incurred by h supplementa on of the Engine	al and hi im by eas ry greem	s successons of any of ent. As to	or against a default on the the amount o	ll loss, dai e part of th of loss and	mage co le GUAF l/or dam	ost expens RANTOR i	se or other n performar	wise which nce and c	ch may bobservanc	e
	/ITNESS WHE by or a bove written.			sents have BHARAT S							
Signe	d sealed and d	elivery b	y OBLIGAT	OR in pres	ence of:						
1											
2											
	ED FOR AND O	N BEHA	LF OF THE	BHARAT S	SANCHAR	NIGAN	I LIMITED	BY		i	n
1											

# GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER PROOFING TREATMENT FOR BASEMENT/TERRACE/TOILETS

The	agre	ement	made	this_			_day	of				thousa		
			etween		S/o_				(hereinaf					
the	one	part)	and the B	HARAT	SANCHAR	NIGAN	/I LIMI	TED	(hereinafte	r called	the BS	SNL of	the oth	er
part).										-				
	REAS				supplementai									
dated_					veen the GU									er
					undertook to		the str	ucture	es in the said	contrac	ctor of t	ne work	in the	
					r and leak pro		- C: 4			1	.:11	41	-4	
					e that the wa									
					m life of such					be ten ye	ears to	ре геск	onea iro	Ш
					ce period pres be responsibl					auaka a	r otruot	ural da	footo Ti	
					n regard to ca					quake 0	Siluci	urar u <del>c</del>	iecis. II	IE
					uarantor shall					case of	any da	facts he	aina four	hd
					e satisfaction									
					en days from									
					which the wo									
					decision of t									
	e final						,		. 9		,	.,		
			-	execute	the water p	roofina.	or co	mmits	breach the	re-unde	r then	the aua	rantor w	/ill
					ssor against									
					ıny default on									
			ary agreeme		•	•				•				
As to	the am	ount c	of loss and/o	or cost	incurred by tl	he BSN	IL on t	he de	cision of the	Engine	er in cl	narge w	ill be fin	al
and bi	nding o	on the	parties.											
IN	WITN	ESS	WHEREC			sents	have			cuted	by	the	obligat	
		_and			by for and on	behalf	of the	BHAF	RAT SANCH	AR NIG	AM LIN	1ITED c	n the da	у,
month	and	year f	rst above w	ritten.										
0:			1.12 1.15	0011	24700:									
Signe	d seale	ed and	aeliverea by	OBLIG	GATOR in pre	esence	OT:							
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۷														
SIGNI	ED FOI	RAND	ON BEHAL	F OF T	THE BHARAT	SANC	HAR N	JIGAN	A LIMITED F	RY				
	sence		ON BEID	_, 0,		0, 1110	)	110/11		´ '				
p. c		···												
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2														

## **SCHEDULE OF QUANTITIES**

Name of Work: MAINTENANCE AND CARETAKING OF BSNL INSPECTION QUARTER AT BHIMGODA, HARDWAR.

Earnest Money: Rs. 10109/-

Time of Completion: 12 (Twelve) Months

Item I	No. Description of Item .	Quantity	Unit	Rate (Rs.) (In words & Figure)	Amount (Rs.)
1	Sweeping and applying damp pochha with finyle on,kitchen,store and corridor of all the tables,chairs,racks,almirahs,windows curtain etc.cleaning of toilets with acid/harpic and putting Naphelene balls,freshner,toilet paperinto toilet all complete.	12 Months @ 1 job/month	Per month		
2	caretaking of all suits including attending to visitor, serving drinking water, attending telephones, maintaining record of booking for all suits, preparation of tea and meals as and when required , replacing of bed sheets , towels, soaps etc.getting complete all the entries regarding checking in and out from visitor , collecting charges from visitor and depositing the same to authorities, general upkeep and cleaning of utensils , washing of solled bed sheet i/o pillow covers towels blanket/quilt covers and all other duties of caretaking assigned from time to time all complete i/c maintaining of park, plants etc in inspection quarter and staff quarter compound of shivlok colony and as per direction of Engineer-in-Charge. (consumable like gas refil/detergenl/floorcleaners/ disinfectants/soap/duster etc.and cleaning charges for curtains/bedding etc. shall be born by the agency. Only crockery utensils, curtains, bedding ,gas stove with cylinder etc.shall be provided by the department).				
a)	One cook and helper should be available at the time of breakfast,lunch ,evening tea and dinner.One caretaker should remain available round the clock.	12 Months @ 1 job/month	Per month		
3	provision of cable connection to suites including making payment to the cable operator all complete as per the direction of the Engineer-in-charge.Payment shall be made suite wise on monthly basis.	108 Nos.	per suits per month		

Sign of Tenderer Cor.-> O.W.-> Om.-> Add> Sign of A.E/A.O Sign of E.E.