



(A GOVT. OF INDIA ENTERPRISE)

**O/o THE SUB-DIVISIONAL ENGINEER (C)
BSNL CIVIL SUB-DIVISION-II
Dehradun**

TENDER DOCUMENT

NAME OF WORK: **Providing aluminium partition in DGM(F) Chamber
for P.A. at S.F. in T.E. Building Patel Nagar
Dehradun.**

Certified that this Tender Document contains **26 (Twenty Six)** pages only including **02(Two)** pages of Schedule of Quantities including this cover page but excluding blank pages, if any. This copy of Tender Document is being issued to
..... (NAME OF TENDERER)

**SUB-DIVISIONAL ENGINEER (Civil)
BSNL Civil Sub-Division-II
Dehradun**

NAME OF WORK: **Providing aluminium partition in DGM(F) Chamber
for P.A. at S.F. in T.E. Building Patel Nagar
Dehradun.**

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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 <http://www.uttaranchal.bsnl.co.in>
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 <http://www.uttaranchal.bsnl.co.in> 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 2007 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 **26 (Twenty Six)** 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.
3. 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.
5. 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 outrightly.
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 **SUB-DIVISIONAL ENGINEER (C), BSNL CIVIL SUB-DIVISION-II, 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-1 marked "**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 downloaded 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

**(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:- **Providing aluminium partition in DGM(F) Chamber for P.A. at S.F. in T.E. Building Patel Nagar Dehradun.**

Is/o Shri resident of hereby certify that none of my relative(s) as defined in para '14' of BSNL – 6 is / are employed in BSNL Civil Zone, Uttarakhand.

In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me.

DATED :

(CONTRACTOR)
***(SIGN WITH SEAL)**

* - To be signed & submitted as detailed in para '14' of BSNL-6.

(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.)

NIT No: 16/NIT/EE(C)/BSNL/DDN/2013-14

BHARAT SANCHAR NIGAM LIMITED(Government of India Enterprise)
(CIVIL WING)**NOTICE INVITING TENDER**

Item rate tenders are invited on behalf of BHARAT SANCHAR NIGAM (A Government of India Enterprise) from approved and eligible contractors of D.O.T/BSNL Civil Wing, Deptt. of Post, CPWD, Uttarakhand State PWD (Building Works only), MES, Railways. The contractor shall have to fully abide with provisions of Employee's Provident Fund act 1952 and rules framed therein from time to time and keep BSNL indemnified against payments to be made under & for observance of the above scheme, for the work of **Providing aluminium partition in DGM(F) Chamber for P.A. at S.F. in T.E. Building Patel Nagar Dehradun.**

- 1.0 **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.31,576/- (Rupees Thirty One Thousand Five Hundred Seventy Six only).**
- 1.2 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority.
- 2.0 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 <http://www.uttaranchal.bsnl.co.in> 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 **1/2(Half) Month**, from the **10th** 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 <http://www.uttaranchal.bsnl.co.in> and date of issue of tender forms will be as follows:
 - i) Last date of receipt of application: - **10.07.2013** upto 16.00 hours.
 - ii) Last date of issue of tender forms: - **11.07.2013** upto 16.00 hours.
- 6.0 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 <http://www.uttaranchal.bsnl.co.in> or be seen in the office of the **SUB-DIVISIONAL ENGINEER (C), BSNL CIVIL SUB-DIVISION-II, Dehradun** between 11.00 hours. & 16.00 hours from **05.07.2013 to 11.07.2013** 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.150/-** plus sales tax **Rs.20/-**(as applicable) as cost of tender(Non refundable) in cash or demand drafts/pay orders of a schedule bank drawn in favour of Accounts Officer, BSNL Civil Division, Dehradun.
 - (ii) The tender shall be accompanied by Earnest money of **Rs.632/-** 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.

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. The “cost of tender” and “earnest money” through separate instruments.

- 7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be received by the **SUB-DIVISIONAL ENGINEER (C), BSNL CIVIL SUB-DIVISION-II, Dehradun** upto 15.00 Hrs. on **12.07.2013** 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: -
Providing aluminium partition in DGM(F) Chamber for P.A. at S.F. in T.E. Building Patel Nagar Dehradun.
- 9.0 **Submission of tender** : -Tender shall be submitted in following manner:
- 9.1 **In case the tender document is down loaded from 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 Division office**
- 9.2.1: **Earnest Money deposit in required format or proof of payment of EMD (if paid in cash)** 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 envelope no.3
- 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 (**wax sealed/adhesive tape sealed**). Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected outright. 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.
10. 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 accepting 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.

All the intending tenderers will have to give a certificate that none of his/her such near relative (s) as defined above is/are working in the concerned BSNL Civil Zone where he is going to apply for tender/work. The format of the certificate is as under:-

"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 30 (THIRTY) 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. .
18. 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 <http://www.uttaranchal.bsnl.co.in>
 - c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
19. 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 from 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 <http://www.uttaranchal.bsnl.co.in> 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.

**SUB-DIVISIONAL ENGINEER (C),
BSNL CIVIL SUB-DIVISION-II,
Dehradun**

For & on behalf of the Bharat Sanchar Nigam Limited

NIT No. 16/NIT/EE(C)/BSNL/DDN/2013-14**ABRIDGED FORM B S N L W-8**STATE UttarakhandCIRCLE: UttarakhandDIVISION: DehradunZONE Uttarakhand Civil ZoneSUB-DIVISION: Dehradun-II**Item Rate Tender & Contract for Works**

Tender for the work of **Providing aluminium partition in DGM(F) Chamber for P.A. at S.F. in T.E. Building Patel Nagar Dehradun.**

- (i) To be submitted by **15.00** hours on **12.07.2013** to **SUB-DIVISIONAL ENGINEER (C), BSNL CIVIL SUB-DIVISION-II, Dehradun**
- (ii) To be opened in presence of tenderer who may be present at **15:30** hours on **12.07.2013** in the office of **SUB-DIVISIONAL ENGINEER (C), BSNL CIVIL SUB-DIVISION-II, Dehradun**

Issued to: _____
(Contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____

T E N D E R

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 **30** 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.632/- (Rupees Six Hundred Thirty Two)**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 subject to jurisdiction of Court at **Dehradun** only." (Where the NIT/Tender has been issued)

Dated.....

Witness:

Address:

Occupation:

(_____)

Signature of Contractor

Postal Address: -

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 a sum of Rs. _____ (Rupees _____)

_____) The letters referred to below shall form part of this Contract Agreement:-

(a)

(b)

For & on behalf of the Bharat Sanchar Nigam Limited.

Signature _____

Dated.....

Name and designation _____

PERFORMA OF SCHEDULES

SCHEDULE "A"				
Schedule of Quantities (Enclosed)				
SCHEDULE "B"				
Schedule of Materials to be issued to the contractor				
S. No.	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from 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 of Item	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(enclosed).				
1. Special Conditions of Contract				
SCHEDULE "E"				
Schedule of component of Materials, Labour etc. for escalation.				
CLAUSE 10				
Component of Materials expressed as percent of Total Value of Work	"X"	75 %		
Component of Labour expressed as percent of Total Value of Work	"Y"	Deleted		
Component of POL expressed as percent of Total Value of Work	"Z"	0 %		

SCHEDULE "F"		
Reference to General Conditions of Contract		
Name of Work	Providing aluminium partition in DGM(F) Chamber for P.A. at S.F. in T.E. Building Patel Nagar Dehradun.	
Estimated cost of Work	Rs.31,576/- (Rupees Thirty One Thousand Five Hundred Seventy Six only).	
Earnest Money	Rs.632/- (Rupees Six Hundred Thirty Two)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)	Rs. (Rupees only)	
Security Deposit (10 % of the tendered value for works with estimated 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)	Rs. (Rupees only)	
GENERAL RULES AND DIRECTIONS		
Officers inviting tender	SDE(C), BSNL Civil Sub-Division-II, 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 & 12.3	50%.	
Definitions	See below	
2(v) Engineer-in charge	SDE(C), BSNL Civil Sub-Division-II, Dehradun.	
2(viii) Accepting Authority	SDE(C), BSNL Civil Sub-Division-II, Dehradun.	
2(x) Percentage on cost of materials and labour to cover all overheads and profit	10 %	
2(xi) Standard Schedule of Rates	CPWD DSR-2012 with upto date correction slips..	
9(ii) Standard BSNL Contract Form	BSNL W 8 forms as modified and corrected upto date as on the date of opening of the tender.	
Clause 2		
Authority for fixing compensation under Clause 2	Executive Engineer (C), BSNL Civil Division, Dehradun.	
Clause 2 A		
Whether Clause 2 A shall be applicable	NO	
Clause 3A	Whether clause 3A applicable-Yes/No	
Clause 5		
i) Time allowed for execution of work.	1/2 (Half) Month,	
ii) Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer (C), BSNL Civil Division, Dehradun.	

Clause 6A				Whether clause 3A applicable-Yes/No							
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 payment.			1.0 Lacs							
Clause 10											
Reinforcement steel to be used in the work shall have to be procured as below from main/secondary producers : -											
(a)	CTD Bars			Manufactured by Secondary producers.							
(b)	TMT Bars			Manufactured by Secondary producers.							
Clause 11											
	Specification to be followed for execution of work.			CPWD Specifications 2009, Vol I II with upto date correction slips.							
Clause 12											
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			50%							
Clause 16											
	Competent authority for deciding reduced rates.			Superintending Engineer (C), BSNL Civil Circle, Dehradun upto 5% of the contract value and beyond that Chief Engineer (C), BSNL UKD Civil Zone, Dehradun							
Clause 36(i)											
General guide lines for fixing requirement of technical staff and rate of recovery in case of non compliance,for a work,shall be as per the following table.											
Sl. No.	Minimum Qualification of Technical Representative	Discipline (Principal Technical/Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)						
					Figures	Words					
					1	*	*	*	*	*	*
					2	*	*	*	*	*	*
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							
	ii) more than 5 lakhs			2 % minus							
b)	Steel reinforcement and structural steel sections for each diameter, section and category.			2 % minus							
Star prices to be considered for escalation & recoveries											
Sl.No	Material			Star Price (Rate in Figures and Words)							
1	For Cement			_____							
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	
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 <http://www.uttaranchal.bsnl.co.in> 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".
- 6.0 **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

The following special conditions shall be applicable in addition to all other conditions given in this tender form. However, nothing extra shall be paid on these account unless otherwise mentioned.

- 1.1 The materials / articles to be consumed in the work shall be amongst the following list unless otherwise specifically mentioned in this tender documents:

SL. NO.	DESCRIPTION OF ITEM	BRAND NAME OF EQUIVALENT TO BE USE IN THE WORK	CONSUMPTION FOR (Old work One or more coat)
1.(a)	Acrylic Smooth Exterior Paint	Trump of M/s. Snowcem India Ltd.	0.09 Litres/Sqm
1. (b)	Acrylic Smooth Exterior Paint	Trump of M/s. Snowcem India Ltd.	0.167 Litres/Sqm (Two or more coat)
2.(a)	Oil Bound Distemper	Asian- Tractor /Berger-BISON / Jenson & Nicolson	0.10 Kg./Sqm
2. (b)	Oil Bound Distemper	Asian- Tractor /Berger-BISON / Jenson & Nicolson	0.15 Kg./Sqm (Two or more coat)
3.	Plastic Emulsion paint	Asian-Premium emulsion/ Berger 'RANGOLI'/ Jenson & Nicolson	0.073Litre./Sqm
4.	Bitumastic Paint 100mm dia 75 mm dia	Asian Paint	0.019 Litre/ Metre 0.0143 Litre/ Metre
5.(a)	Synthetic Enamel paint	Berger 'LUXOL HI-GLOSS/Asian- Apcolite	0.07Litre./Sqm
5. (b)	Synthetic Enamel paint on G.S. Sheet	Berger 'LUXOL HI-GLOSS/Asian- Apcolite	0.046Litre./Sqm
6.	Water Proofing Cement Paint	SNOWCEN- PLUS	0.22 Kg./Sqm
7.	Acid proof Paint	Berger 'EPILUX' Shalimar 'EPIGUARD' Jenson 'EPILAC'	0.07Litre./Sqm
8.	Ready Mixed Paint	Gattu (Asian) /Berger 'Butter Fly'/ Jenson & Nicolson 'UMBRELLA'	0.075Litre./Sqm
9.	PRIMER Steel	Red oxide primer-Asian/ Jenson & Nicolson-Zinc Chromate'/	0.054Litre./Sqm
	Wood	Wood primer-Asian/Jenson & Nicolson Wood Primer	0.075Litre./Sqm
10.	Cemprover Primer	Cemprover primer	0.08Litre./Sqm
11.	White washing	Rajasthan/ Katni	0.10 Kg./Sqm

- 1.2 The Contractor shall within 07 (Seven) days of issue of award letter intimate to the concerned Sub-Divisional Engineer & Executive Engineer regarding the make / brand / manufacturer of the materials etc, he intends to use in the work from the list given above in para 1.1.
- 2.0 The make / brand once approved shall be changed only with the prior approval of Engineer-in-charge
- 3.0 The brand of paint, distemper oil bound distemper, Acid proof paint and water proofing paint should be used as per para 1.1 and any change be approved by Engineer-in-charge before its use and the contractor shall ensure that the same brand and shade is used in the entire work.
- 4.0 Removing of white/colour wash/Dry/oil bound distemper completely shall be carried at by wetting the surface by applying the water with brushes. The surface shall then be scrapped with the help of metallic/ M.S. scrapper or by other means as directed by Engineer-In-Charge including preparation of the surface smooth and even by filling the uneven surface, patches scratches and holes etc. with specified putty, sand papering and making the surface smooth as directed by the Engineer-In-Charge.

- 5.0 White wash lime/colour wash mixed with gum and indigo (neel) 3gm/kg of lime to give an even shade including preparation of smooth surface by scrapping all loose places and scraps and filling the small holes and patches of places with mortar of same mix all complete including removing splashes as directed by Engineer-In-Charge.
- 6.0 Distemping with dry distemper/oil bound distempers water proofing cement paint may be of approved brand including preparation of smooth surface by making free from mortar, dropping and foreign matters by thoroughly brushing all complete including removing of splashes and dropping and cleaning the entire area and filling the holes and small patches with plaster of paris mixed with colour to be used.
- 7.0 Painting with synthetic enamel paint, or any other paint of approved brand, including preparation of surface by cleaning the grease, dirt, smokes etc. rubbing with sand paper and removing all loose paint and particles and filling the patches and cracks with filler prepared with paint and making smooth and uniform surface by sand papering etc. all complete including removal of splashes dropping etc. and cleaning the entire area.
- 8.0 Scrapping the existing layer of spirit polish by means of glass strips/M.S. scrappers as the original surface of the wood to be visible and preparing the surface smooth by sand papering etc. including necessary repairs to scratches as per direction of Engineer-In-Charge.
- 9.0 The surface of French spirit polishing should be prepared by sand paper, filling the holes scratches and indentations with, glazier putty and finally, a coat of wood filler, made mixing ground chalk in methylated spirit at the rate of 1.5Kg. of whiting per litre of spirit. The surface again be rubbed down perfectly as per direction of the Engineer-In-Charge (pure shellac @ 140 gm. Per litre of methylated sprit is to be dissolved)
- 10.0 Leakage / dampness shall be attended prior to start of execution.
- 11.0 Scrapping or minor repair work shall be got done first and approved by Engineer-in-charge or his representative before starting of A/R & M/O works.
- 12.0 The approved material as per theoretical consumption shall be brought to the site and shall be got approved by the Engineer-in-charge before start of execution.
- 13.0 Approved paints, oil or varnishes shall be brought to the site of work by the contractor in their original containers in sealed condition. The materials shall be kept in the joint custody of the contractor and the representative of the Engineer-in-charge. The empty container shall not be removed from the site of work, till the completion of the work has been recorded and permission obtained from the Engineer-in-charge.

(Contractor)

**SUB-DIVISIONAL ENGINEER (C),
BSNL CIVIL SUB-DIVISION-II,
Dehradun**

PROFORMA FOR AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF -----DATED----- Between M/s----- (refer note) in the town of ----- hereinafter called the contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and the Bharat Sanchar Nigam Limited hereinafter called the BSNL (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

WHEREAS

- A. The BSNL is desirous that the construction of ----- at ----- should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special Conditions of the Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, has called for Tender.
- B. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and grounds, the form and nature of the site and local conditions the quantities, nature and magnitude of the work the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- C. The tender documents including the BSNL's Press Notice Inviting Tender, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and rates, General obligations, Specifications, Drawings, plan, time schedule for completion of work. Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.

AND WHEREAS

The BSNL accepted the tender of M/s ----- (refer note-----) (Contractor) for the construction of ----- at ----- and conveyed vide letter No.----- dated ----- at the rates stated in the Schedule of quantities for the work and accepted by the BSNL (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract.

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED 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
2. In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does 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.
3. **"The contract is subject to the jurisdiction of Court at Dehradun only." (Where the NIT/Tender has been 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 Proprietary Concern

Shri.....s/o.....r/o.....carrying on business under the name
and style of.....at..... (hereinafter called the said Contractor which expression shall
unless the context requires otherwise include his heirs, executors, administrators and legal
representatives).

For Partnership Concern

M/sa partnership firm having its registered office at
.....(hereinafter called the said Contractor which expression shall unless the context
requires otherwise include his heirs, executors, administrators and legal representatives). The partners of
the firms are:

- g) Shris/o..... , And
h) Shris/o.....etc..

For Companies

M/sa company duly incorporated under the Indian Companies Act, 1956 and having
its registered office atin the state of(hereinafter called the said
Contractor which expression shall unless the context requires otherwise include its successors and assign).

FORM OF PERFORMANCE SECURITY

BANK GUARANTEE BOND

1. In consideration of the BHARAT SANCHAR NIGAM LIMITED (hereinafter called "the BSNL") having agreed under the terms and conditions of agreement No. _____ Dated _____ made between _____ and _____ (hereinafter called "the said contractor(s)") for the _____ work (hereinafter called "the said agreement") for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We _____ (indicate the name of the Bank) (hereinafter referred to as "as Bank) hereby undertake to pay to the BSNL and amount not exceeding Rs. _____ (Rupees _____ only) on demand by the BSNL.

2. We _____ (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 stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(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 exceeding Rs. _____ (Rupees _____ only).

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor (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 made by us under this bond shall be valid discharge of our liability for payment to there-under and the contractor(s) shall have no claim against us making such payment.

4. We _____ (Indicate the name of 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 it is claims satisfied or discharged or till Engineer-in- charge on behalf of the BSNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

5. We _____ (indicate the name of Bank) further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time 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 relieved 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) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected or so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We _____ (indicate the name of Bank) lastly undertake not to revoke this _____ guarantee except with the previous consent of the BSNL in writing.

8. This guarantee shall be valid upto _____ unless extended on demand by BSNL. Notwithstanding any thing mentioned above our liability against this Guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Date the _____ date of _____

for _____ (Indicate the name of Bank)

AFFIDAVIT

I/We have submitted a bank guarantee for the work _____
_____ (Name of Work), Agreement No. _____

Dated: _____ from _____ (Name of the
Division) with a view to seek exemption from payment of performance guarantee in cash. This Bank guarantee
expires on _____

I/ We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my/our
own initiative upto a period of _____ months after the recorded date of completion
of the work or as directed by the Engineer in charge.

I/We also indemnify the Bharat Sanchar Nigam Limited against any losses arising out of non-encashment of the
bank guarantee if any.

(Deponent)
Signature of Contractor

Note: The affidavit is to be given by the Executants before a first class Magistrate.

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

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the BHARAT SANCHAR NIGAM LIMITED (hereinafter called the BSNL of the other part).

WHEREAS THIS agreement is supplementary to the contract. (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the BSNL of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, after the expiry of maintenance period prescribed in the contract for the minimum life of ten years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer in charge with regard to nature and cause of defects shall be final.

During the period of guarantee the guarantor shall make good all defects to the satisfaction of the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the BSNL by some other contractor at the guarantor's cost and risk. The decision of the Engineer in charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects, commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the BSNL the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and _____ by or and on behalf of the BHARAT SANCHAR NIGAM LIMITED on the day, month and year first above written.

Signed sealed and delivery by OBLIGATOR in presence of:

1. _____
2. _____

SIGNED FOR AND ON BEHALF OF THE BHARAT SANCHAR NIGAM LIMITED BY _____ in the presence of:

1. _____
2. _____

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

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the BHARAT SANCHAR NIGAM LIMITED (hereinafter called the BSNL of the other part).

WHEREAS this agreement is supplementary to a contract. (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the BSNL of the other part, whereby the contractor inter alia, undertook to render the structures in the said contractor of the work in the said contract recited completely water and leak proof.

THE GUARANTOR hereby guarantee that the water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects. The decision of the Engineer in charge with regard to cause of leakage shall be final.

During the period of guarantee the guarantor shall make good all defects and in case of any defects being found render the structure water proof to the satisfaction of the Engineer in charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the BSNL through some other contractor at the guarantor's cost and risk. The decision of the Engineer in charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the BSNL on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and _____ by for and on behalf of the BHARAT SANCHAR NIGAM LIMITED on the day, _____ month _____ and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. _____
2. _____

SIGNED FOR AND ON BEHALF OF THE BHARAT SANCHAR NIGAM LIMITED BY _____
In presence of:

1. _____
2. _____

SCHEDULE OF QUANTITIES

Name of Work: Providing aluminium partition in DGM(F) Chamber for P.A. at S.F. in T.E. Building Patel Nagar Dehradun.

Earnest Money: Rs. 632/-

Time of Completion: 1/2 (Half) Month,

Item No.	Description of Item .	Quantity	Unit	Rate (Rs.) (In words & Figure)	Amount (Rs.)
SUB HEAD: EARTH WORK					
1	Providing and fixing aluminium sliding door bolts ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade with nuts and screws etc. complete :				
(a)	250x16 mm	1.00	Each		
2	Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000mm) with double speed adjustment with necessary accessories and screws etc. complete.	1.00	Each		
3	Providing and fixing aluminium tower bolts ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade with necessary screws etc. complete :				
(a)	250x10 mm	1.00	Each		
4	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass/ stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :				
a)	For fixed portion				
(i)	Powder coated aluminium (minimum thickness of powder coating 50 micron)	44.00	One Kilogram		
(b)	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately).				
(i)	Powder coated aluminium (minimum thickness of powder coating 50 micron)	12.00	One Kilogram		
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Item No.	Description of Item .	Quantity	Unit	Rate (Rs.) (In words & Figure)	Amount (Rs.)
5	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item):				
(a)	With float glass panes of 5.00 mm thickness	3.00	One Square Metre		
6	Filling the gap in between aluminium frame & adjacent RCC/ Brick/ Stone work by providing weather silicon sealant over backer rod of approved quality as per architectural drawings and direction of Engineer-in-charge complete.				
(a)	Upto 5mm depth and 5 mm width	4.50	One Running Metre		
7	Providing and fixing 100mm brass locks (best make of approved quality) for aluminium doors including necessary cutting and making good etc. complete.	1.00	Each		
8	Providing and fixing aluminium round shape handle of outer dia 100mm with SS screws etc. complete as per direction of Engineer-in-charge				
(a)	Powder coated minimum thickness 50 micron aluminium	2.00	Each		
9	Providing and fixing 12mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS:12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge.				
(a)	Pre-laminated particle board Teak finish on both sides.	3.00	One Square Metre		
10	Providing and fixing homogeneous sun film over glass sheet using suitable adhesive as per approved manufacturer as directed by Engineer-in-charge in approved colour and shade. The rate includes all the labour and material required for all above operation for the item.	3.00	One Square Metre		

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**SUB-DIVISIONAL ENGINEER (C),
BSNL CIVIL SUB-DIVISION-II,
Dehradun**