



**Bharat Sanchar Nigam Ltd.**

(A. Govt of India Enterprises)  
(Civil Wing)

OFFICE OF THE  
SUB-DIVISIONAL ENGINEER (C), BSNL, CIVIL SUB DIVISION,  
T.E. BUILDING COMPOUND NAHAN (HP) -173001

## **TENDER DOCUMENT**

**FOR**

**THE WORK OF**

**Name of Work: Construction of 120 Bedded Girls Hostel for Dr Y.S Parmar Govt. P.G  
College at Nahana ,Distt. Sirmour (H.P) ( S.H:- Soil Investigation)**



# Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)

(CIVIL WING)

O/o SUB DIVISIONAL ENGINEER (C), BSNL CIVIL SUB DIVISION NAHAN,  
T.E. Building Compound Nahana (HP)-173001

NAME OF TENDERER : .....

NAME OF Work:- Construction of 120 Bedded Girls Hostel for Dr Y.S Parmar Govt. P.G  
College at Nahana ,Distt. Sirmour (H.P) ( S.H:- Soil Investigation)

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SUB-DIVISIONAL ENGINEER,  
BSNL CIVIL SUB- DIVISION  
NAHAN



# Bharat Sanchar Nigam Ltd.

(Government of India Enterprise)

(CIVIL WING)

OFFICE OF THE

**SUB DIVISIONAL ENGINEER (C), BSNL CIVIL SUB DIVISION NAHAN,  
T.E. Building Compound Nahan (HP).173001**

## NOTICE INVITING TENDER

No. **24/EE/BSNL/CD/SOL /2024-25**

Dated :- **16.08.2024**

1.0 Item rate tenders are invited on behalf of the Govt of Himachal Pradesh from the approved and eligible contractors of DOT/BSNL (Civil Wing), DOP, MES, CPWD, Railways and State PWD (B&R). The specialized agencies having requisite work experience are also eligible for tendering.

Name of work	Estimated cost	E.M.D	Period of completion
Construction of 120 Bedded Girls Hostel for Dr Y.S Parmar Govt. P.G College at Nahan ,Distt. Sirmour (H.P) ( S.H:- Soil Investigation)	Rs 47500.00	950.00	10 days

1.2 The work is estimated to Cost - **Rs. 47500.00 ( Rs Forty Seven Thousand Five Hundred only )** Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority. Applicant shall submit valid registration document. The attested copies of certificates, testimonials and satisfactory completion certificates of works, from the department concerned, obtained from an officer not below the rank of Executive Engineer, in charge of work, shall be submitted while applying for participation in tender / issue of tender forms for the work. He / they shall submit attested copies of GST No, as per latest orders of G.O.I., on acceptance of tender along with Performance Guarantee. **In the event of failure on the part of contractor (whose tender is accepted) to furnish the documents pertaining to GSTN along with Performance Guarantee within Stipulated Period, the earnest money will be forfeited and tender cancelled.**

1.2.1 Criteria of eligibility for issue of tender documents for non-BSNL registered contractors Of Public Works Organizations like CPWD, State PWD (B&R), DOP, MES & Railways only.

1.2.1.1 For works up to Rs. 7 lakhs-NIL.

1.2.1.2 The applicant should have completed works as per details below during the last 7 (seven) years ending last day of the month previous to the one in which the tenders are invited.

- Three similar completed works costing not less than 40% of the estimated cost  
Or
- Two similar completed works costing not less than 50% of the estimated cost  
or

c) One similar completed works costing not less than 80% of the estimated cost

2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL W-8, which is available as a BSNL Publication /BSNL Web site [www.hp.bsnl.co.in/circle](http://www.hp.bsnl.co.in/circle) Tenderer shall quote his rates as per various terms and conditions of the said form, (In case “Tender documents” are downloaded from the BSNL Website in which rates are to be quoted should be properly bound and sealed) which will form part of the agreement..

3.0 The time allowed for carrying out the work will be **10 days** from the 7<sup>th</sup> (Seventh) day after the date of issue of letter of award of work , or, from the first day of handing over of the site, which ever is later, in accordance with phasing, if any, indicated in the Tender Document.

4.0 The site for the work shall be made available at the time of execution.

5.0 The last date of receipt of application for issue of Tender forms (in prescribed format can also be downloaded from BSNL web site “[www.hp.bsnl.co.in/circle](http://www.hp.bsnl.co.in/circle)” and date of issue of tender forms will be as follows:

i) Last date of receipt of application – **23.08.2024 upto 16.00 Hrs.**

ii) Last date of issue of tender forms – **24.08.2024 upto 16.00 Hrs.**

6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and 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 downloaded from the BSNL website “[www.hp.bsnl.co.in/circle](http://www.hp.bsnl.co.in/circle)” or be seen in the office of the **Sub Divisional Engineer[C], BSNL CIVIL Sub DIVISION Nahan (HP)** between 11.00 hours. & 16.00 hours from **16.08.2024 to 26.08.2024** every day 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. 177/= (Rs. One Hundred Seventy Seven only)** i/c GST@18% as cost of tender (Non refundable) in cash or Demand Drafts /Pay Orders of a Scheduled Bank drawn in favour of **Accounts Officer (EF),O/o CGMT BSNL Shimla (HP), payable at Shimla**

ii) The tender shall be accompanied by **Earnest Money of 950.00** in cash (up to Rs. 2500/= Only) / Bankers Cheque / 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 **BSNL HQ ND Collection Bank A/c no.1120002102326181 IFSC code-PUNB0112000 PNB New Delhi**

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 Lakhs) or Rs. 25 Lakhs, 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’ should be submitted 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, BSNL CIVIL SUB DIVISION, Nahan up to 1500 Hrs. on 27.08.2024** and will be opened by him or his authorized representative in his office on the same day at 15:30 Hrs., if the eligibility credentials of all tenderers in envelope-1 are found in order. If the eligibility credentials are required to be clarified/ verified, then the envelope-2 of all tenderers containing the tender document will be opened on later date to be intimated at the time of opening of tender. 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.

8.0 The description of the work is as follows:-

Submission of tender : **Construction of 120 Bedded Girls Hostel for Dr Y.S Parmar Govt. P.G College at Nahan ,Distt. Sirmour (H.P) ( S.H:- Soil Investigation)**

Tender shall be submitted in following manner:

9.1 In case the tender document is down loaded form BSNL website.

**“Earnest Money ( In the form as mentioned at Sr. No. -6 (ii), Cost of Tender document (Rs. 177/= in form of Demand Draft from Scheduled Bank in favour of Accounts Officer (EF),O/o CGMT BSNL Shimla (HP), payable at Shimla**

9.1.1 **Application form, Declaration, Eligibility credentials as mentioned in Check List and Check list duly signed” 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 (**wax sealed / adhesive tape 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 (**wax sealed / adhesive tape 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 form **Sub Division- Nahan** 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 (**wax sealed / adhesive tape 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 (**wax sealed / adhesive tape 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 wax sealed (wax sealed / adhesive tape 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.
- 10.0 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.
- 10.0.1 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 subsoil (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.
- 11.0 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.
- 12.0 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 13.0 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.
- 14.0 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 nonofficial 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

- 15.0 No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/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.
- 16.0 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.
- 17.0 In case of works having estimated cost below 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, with in 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.

18.0 This Notice Inviting Tender (BSNL W6) shall form a part of the contract Document. In accordance with clause 1 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 award 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 15 days from such date, formally sign the agreement consisting of:-

a) The Notice Inviting Tender, all the documents including additional conditional 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 "[www.hp.bsnl.co.in/circle](http://www.hp.bsnl.co.in/circle)"

c) Agreement signed on non judicial stamp paper as per Performa annexed to the tender document.

19.0 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.

20.0 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.

21.0 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.

22.0 General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website "[www.hp.bsnl.co.in/circle](http://www.hp.bsnl.co.in/circle)" as well as in the Divisional Office.

23.0 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 tender with stamp (seal) of his firm / organization.

- 24.0. All tendered rates shall be inclusive of all tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

**However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.**

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess\_ Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

- 25.0 The contractor shall have to fully abide by the relevant provision of Employee's Provident Fund and Miscellaneous Provisions Act 1952, amended 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.**

- 26.0 The Contractor will submit computerized measurement books and bill in duplicate for all running and final bills and nothing extra shall be paid on this account.**

27.0 There is clause 46 for insurance which is to be complied by the contractor.

- 28.0 If a contractor fails to start the work within 7 days after stipulated date of start or after handing over of clear site whichever is later, then his EMD & PG shall liable to be forfeited and tender cancelled.

- 29.0 If there happens to be holiday on any dates mentioned above then the transactions will be made on next working day.

Signature:-

SUB- DIVISIONAL ENGINEER (C),  
BSNL CIVIL SUB- DIVISION NAHAN (HP)  
For & on behalf of the BSNL



# Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprises)

(Civil Wing)

O/o SUB DIVISIONAL ENGINEER (C), BSNL, CIVIL SUB DIVISION,  
T.E. BUILDING COMPOUND NAHAN (HP)

## APPLICATION FORM

To

THE SUB-DIVISIONAL ENGINEER (C),  
BSNL CIVIL SUB DIVISION  
NAHAN (HP)

**Subject: Construction of 120 Bedded Girls Hostel for Dr Y.S Parmar Govt. P.G College at Nahan ,  
Distt. Sirmour (H.P) ( S.H:- Soil Investigation)**

Ref : Your nit no. **24/EE/BSNL/CD/SOL/2024-25 Dated: - 16.08.2024**

Sir,

I/We am/are registered with the BSNL, DOP, CPWD, MES, Railways, HP State PWD (B&R) as Class ..... .. contractor and my Registration No. is ..... .. I am eligible to submit tenders for works costing up to Rs. ....Lakhs. The proof of having completed the works of requisite magnitude as per NIT condition from appropriate authority is enclosed herewith.

I/We am/are submitting the application for and behalf of Central/State Govt. undertaking. The proof of having completed the works of requisite magnitude as per NIT condition from appropriate authority is enclosed herewith.

I/We am/are eligible to submit tenders as specialized agency. The proof of having completed the works of requisite magnitude as per NIT condition from appropriate authority is enclosed herewith.

**I/We.....s/o Sh..... Resident of .....hereby certify that none of my relative (s) as defined in para '14' of BSNL W6 is/are employed in concerned BSNL Civil Zone. In case at any stage, it is found out that 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.**

It is certified (confirmed) that this registration is valid as on date and I shall inform the department myself as soon as my registration expires or is cancelled/revoked.

It is requested that we may be allowed to take part in the tendering (Financial bid).

Yours Faithfully,

Date: .....

Place: .....

(Contractor)

Name.....

Address.....

Contact Phone No.:

## **IMPORTANT INSTRUCTIONS TO ALL TENDERERS**

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

1. The tenderer should read carefully & understand **Tender form BSNL W-8, Bharat Sanchar Nigam Limited “General Conditions of Contract for Civil Works (2006) with up to date correction slips no. 1 to 5, schedule of quantity etc.** before quoting for the work.
2. The schedule of items, estimated cost etc in this contract are based on **CPWD DSR 2016 and CPWD specifications 2009, Volume I & II with up to date correction slips.**
3. The tenderers **who have downloaded the tender document from the web**, should read the important instructions & declaration given in pages ‘10’, ‘11’ & ‘12’ carefully before submitting the tender.
4. All the eligibility credentials submitted by the intending tenderers must be duly self attested.

**IMPORTANT INSTRUCTIONS TO TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEB**

The tenderers, who have down loaded the tenders from web, should read the following important instructions carefully before actually quoting rates & submitting the tender documents:-

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 down loaded and there are as **1 to 28 ( Twenty Eight)** pages only in the tender document.
2. The printout of tender document should be taken on 12” 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 down loaded tender document is missing.
4. The tenderer should ensure that all pages in the down loaded tender document are legible, clear and are printed on a good quality paper.
5. The tenderer should ensure that every page in the down loaded tender document is signed by tenderer with stamp (seal).
6. On page 2 of the down loaded tender document, the name of the tenderer should be filled by the tenderer.
7. The tenderer should ensure that the down loaded tender document is **properly bound and sealed (wax sealed/adhesive tape sealed)** before submitting the same.
8. The loose/spiral bound tenders, not properly sealed shall be rejected out-rightly.
9. In case of any correction/addition/alteration/omission in the tender document, it shall be treated as non-responsive and shall be rejected.
10. The tenderer shall furnish a declaration to this effect that no addition/deletion/corrections have been made in the tender document submitted and it is identical to the tender document appearing on web site.
11. The tenderer should read carefully & sign the declaration given on the next page before submitting the tender.
12. The cost of tender should be submitted along with the EMD as detailed in NIT.
13. In case of any doubt in the down loaded tender, the same should be got clarified from the o/o Sub Divisional Engineer (Civil) BSNL Civil Sub Division, Nahan before submitting the tender.

**(DECLARATION TO BE GIVEN BY THE TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE WEB)**

It is to certify that

1. I / We have submitted the tenders in the Performa as downloaded directly from the website & there is no change in formatting, number of pages etc.
2. I / We have submitted tender documents which are same / identical as available in the website.
3. I / We have not made any modifications / corrections / additions /deletions 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 and legible.
5. I / We have signed (with stamp) all the pages of the tender document before submitting the same.
6. I / We have sealed the tender documents by **wax /adhesive tape** properly before submitting the same.
7. I / We have submitted the cost of tender along with the EMD and all Credentials.
8. I / We have read carefully and understood the important instructions to the all tenderers who have downloaded the tenders from the web.
9. In case at any stage later, it is found that 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 that there is difference in our downloaded tender documents from the original, the tender / work will be cancelled and Earnest Money / Performance guarantee/ Security Deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to me / us on this account.
11. In case at any stage later, it is found that 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 and would render me / us liable to be removed from the approved list of contractors of the Department.

Dated.....

(CONTRACTOR)

(SIGN WITH SEAL)

ADDRESS: . . . . .  
PHONE NOS.: . . . . .

## **CHECK LIST**

### **Eligibility Credentials for enclosures ( To be placed in envelop No-1 )**

Please check that the following documents have been enclosed along with the application:-

Sr. No.	Document	Attached *	No. of sheets
1.	Attested copy of the registration/ enlistment with BSNL and contractors registered with other public works organisations like CPWD, State PWD (B&R), DOP, MES, and Railways.	Yes / No	
2.	Attested copy of the GST registration Certificate issued by the Concerned Department of Govt. of India.	Yes / No	
3.	Attested copy of the EPF registration, with EPF department.	Yes / No	
4.	The proof of having completed the works of requisite magnitude as per NIT condition from appropriate authority.	Yes/No	
5.	Attested Copy of partnership deed in case of partnership firm and Article & Memorandum of Association and certificate of incorporation in case of a company.	Yes / No /NA	
6.	Attested copy of Power of Attorney of signatory of the Tender/ Attested copy of proof of authority to sign the tender.	Yes / No	
7.	Tender fee as detailed in the Notice Inviting Tender has been enclosed.	Yes / No	
8.	Earnest money as detailed in the Notice Inviting Tender has been enclosed.	Yes / No	
9.	Application for participation in tender along with declaration regarding relatives as per para '14' of BSNL - W6 has been enclosed.	Yes / No	
10.	Declaration to be given by the tenderers who have downloaded the tender document from the web has been enclosed.	Yes / No	
11.	All the pages of application and enclosures have been duly numbered and signed by authorized signatory.	Yes / No	

(\* Strike out inapplicable portion)

Date: .....

Place.....

**Signature of Applicant**

BHARAT SANCHAR NIGAM LIMITED  
(A Government of India Enterprise)

STATE — HIMACHAL  
PRADESH

CIRCLE - SHIMLA-I

DIVISION - SOLAN

ZONE — H.P.

SUB DIVISION –NAHAN

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**Item Rate Tender & Contract for Works**

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Tender for the work of- **Construction of 120 Bedded Girls Hostel for Dr Y.S Parmar Govt. P.G College at Nahan ,Distt. Sirmour (H.P) ( S.H:- Soil Investigation)**

To be submitted by **15:00 hours on 27.08.2024** to THE SUB DIVISIONAL ENGINEER (C), BSNL CIVIL SUB DIVISION, NAHAN (H.P) .

- (i) To be opened in presence of tenderers who may be present at 15:30 hours on 27.08.2024 in the office of THE SUB-DIVISIONAL ENGINEER (C), BSNL CIVIL SUB DIVISION, NAHAN **if the eligibility credentials of all tenderers in envelope-1 are found in order. If the eligibility credentials are required to be clarified / verified, then the envelope-2 of all tenderers containing the tender document will be opened on later date to be intimated at the time of opening of tender.**

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.1768/- has been deposited in prescribed manner as earnest money. If I/we fail to furnish the prescribed Performance Guarantee within prescribed period, I/we agree that the B.S.N.L shall without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money absolutely. Further if I / We fail to commence 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 and Performance Guarantee absolutely otherwise the said earnest money shall be retained by competent authority on behalf of B.S.N.L 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 authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I / We agree that should I / We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money and Performance Guarantee 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 B.S.N.L 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 Performa enclosed.

I / we agree that this contract is subject to jurisdiction of Court at Nahan only.

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 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

Signature : .....

Dated : .....

Name and Designation : .....

For & on behalf of  
**BHARAT SANCHAR NIGAM LIMITED.**

## PROFORMA OF SCHEDULES

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

### SCHEDULE "A"

Schedule of Quantities (as per PWD – 3) : **Enclosed**

### SCHEDULE "B"

Schedule of Materials to be issued to the contractor : NIL.

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

.....DELETED.....

### SCHEDULE "D"

Extra schedule for specific requirements / documents for the work. If any.

### SCHEDULE "E"

Schedule of component of Materials, Labour etc for escalation

**CLAUSE 10 : Clause 10 C will not be applicable in this work.**

Component of Materials expressed as percent of Total Value of Work	<b>"X"</b>	<b>75 %</b>
Component of Labour expressed as percent of Total Value of Work	<b>"Y"</b>	<b>25 %</b>
Component of POL expressed as percent of Total value of Work	<b>"Z"</b>	<b>0%</b>

## SCHEDULE “F”

### Reference to General Conditions of Contract

Name of Work	Construction of 120 Bedded Girls Hostel for Dr Y.S Parmar Govt. P.G College at Nahan ,Distt. Sirmour (H.P) ( S.H:- Soil Investigation)
Estimated cost of Work	Rs. 47500.00 ( Rs Forty Seven Thousand Five Hundred only)
Earnest Money	Rs. 950.00 ( Rs Nine Hundred & Fifty only )
<b>Performance Guarantee</b> (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.15,00,000/- ( Rs. Fifteen Lacs )	Rs. ----- ( Rs. -----) only
<b>Security Deposit</b> (10 % of the tendered value for works with estimated cost put to tender up to Rs. 15 Lakhs ) (5 % of the tendered value in respect of works with estimated cost put to tender exceeding Rs. 15,00,000/- ( Rs. Fifteen Lacs )	Rs _____ (Rupees ) _____ _____ _____ Only).

### GENERAL RULES AND DIRECTIONS

Officers inviting tender	Sub Divisional Engineer (C), BSNL CIVIL SUB DIVISION, T.E. Building Compound, Nahan (HP).
<b>Definitions</b>	<b>See below</b>
2(v) Engineer-in charge	Sub Divisional Engineer (C), BSNL CIVIL SUB DIVISION, T.E. Building Compound, Nahan (HP).
2(viii) Accepting Authority	Sub Divisional Engineer (C), BSNL CIVIL SUB DIVISION, T.E. Building Compound, Nahan (HP).
2(x) Percentage on cost of materials and Labour to cover all overheads and profit	<b>10 % (Ten Percent)</b>
2(xi) Standard Schedule of Rates	<b>DELHI SCHEDULE OF RATES- 2021</b> PUBLISHED BY CPWD with upto date correction slips as on the date of opening of tenders.
9(ii) Standard BSNL Contract Form	BSNL W-7/8 form as modified and corrected upto the date opening of tenders.

### Clause 2

Authority for fixing compensation under Clause 2	Executive ENGINEER (C), BSNL CIVIL DIVISION, SOLAN (HP).	
<b>Clause 2A</b>		
Whether Clause 2 A shall be Applicable	NO.	
<b>Clause 5</b>		
i)	Time allowed for execution of work.	<b>10 days ( Ten Days)</b>
ii)	Authority to give fair and reasonable extension of time for completion of work.	EXECUTIVE ENGINEER (C), BSNL CIVIL DIVISION, SOLAN (HP).
<b>Clause 7</b>		
<b>Clause 10</b>		
Reinforcement steel to be used in the work shall have to be procured as below:-		
<b>(a) CTD bars Manufactured by Secondary Producers.</b>		
<b>(b) TMT bars Manufactured by Secondary Producers.</b>		
<b>Clause 11</b>		
Specification to be followed for execution of work.	Latest CPWD Specifications.	
<b>Clause 12</b>		
12.1.2(iii)	Schedule of rates for determining the rates for additional, altered or substituted items that cannot be determined under 12.1.2 (i) and (ii).	<b>DELHI SCHEDULE OF RATES - 2021</b> PUBLISHED BY CPWD with upto date correction slips as on the date of opening of tenders with contractor profit & Overhead charges as specified in <b>General rules and directions of SCHEDULE "F"</b>
12.1.2(iii)	Plus/ minus (+ / -) the % over the rate entered in the schedule of rates.	.....%age above / below the estimated cost.
12.2 & 12.3	Limit for value of any item of any individual trade beyond which clauses 12.2.& 12.3 shall apply.	<b>50% (Fifty Percent).</b>
<b>Clause 16</b>		
Competent authority for deciding reduced rates.	Superintending Engineer (Civil), BSNL HP Civil Circle-I, Shimla (HP).	
<b>Clause 25</b>		
Competent authority for conciliation	Chief Engineer (Civil), HP BSNL Civil Zone (North), Shimla	

**Clause 36 (i)**

a)	Minimum qualification and experience required for Principal Technical Representative for civil works with estimated cost put to tender :	
i)	More than Rs. 5 lakhs but less than Rs. 10 lakhs.	Recognised Diploma Holder in Civil Engineering
ii)	Rs. 10 lakhs & above but less than Rs. 60 lakhs.	Graduate Civil Engineer or retired AE (Civil) possessing at least recognised Diploma in Civil Engineering
iii)	Rs. 60 lakhs and above.	Principal Technical Representative supported by requisite organization. The Principal Technical Representative shall be at least Graduate Civil Engineer with 5 (Five) years of minimum experience of works or retired Executive Engineer (Civil) possessing at least recognised Diploma in Civil Engineering
b)	Recovery to be affected from the contractor in the event of not fulfilling the provisions of clause 36(i).	Rs. 15,000/= per month for Graduate Engineer. Rs. 10,000/= per month for Diploma Holder.

**Clause 42**

i)	Schedule / statement for determining theoretical quantities of cement on the basis of Delhi Schedule of <b>Rates 2018</b> Printed by CPWD.	
ii)	<b>Variation permissible on theoretical quantities</b>	
a)	Cement for works with estimated costs put to tender	
	i) not more than Rs. 5 lakhs	<b>3 % minus</b>
	ii) more than Rs. 5 lakhs	<b>2 % minus</b>
b)	Steel reinforcement and structural steel sections for each diameter, section and category.	<b>2 % minus</b>

<b>Clause-37 (i)</b>	
Extent of service Tax payable by <b>contractor</b> for building and construction works.	All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if anv. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs. However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess_ Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

Clause 42

- i) (a) Schedule / statement for determining theoretical quantities of cement on the basis of Delhi Schedule of Rates 2018 printed by CPWD with up to date correction slips as on the date of opening of tenders.
- 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 2 % minus diameter, section and category.

**Star Prices to be considered for escalation & recoveries**

Sl. No	Material	Star Price (Rate in Figures and Words)
1	For Cement ( <b>OPC 43 GRADE</b> )	
2(a)	For Mild steel	_____
2(b)	For Reinforcement Steel conforming to BIS 1786 ( Fe 415 Grade)	_____
2(c)	For Reinforcement Steel TMT bars ( <b>Secondary Producer</b> )	
2(d)	For Galvanized steel	-----

**The rate for recovery under clause 42 shall be same as the star price.**

Sub-Divisional Engineer[C]  
BSNL CIVIL SUB-DIVISION  
NAHAN [HP]

[Correction Slip no.5](#)

Amendments to Clause 37 & 38 of GCC 2006

Sr. No.	Existing Provision	Modified Provision
1	<p><b>Page 11 of GCC (item 15 of General Rules &amp; Directions)</b>                      16.Sales tax, purchase tax, turnover tax or any other tax on material in respect of the contract shall be payable by the contractor and government will not entertain any claim whatsoever in respect of the same.</p>	<p>(i) GST, Building and other construction workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.</p>
2	<p><b>Clause 37</b></p> <p><b>Levy / Taxes payable by contractor</b>                      (i) Sales Tax/VAT (except Service Tax), Building and other construction workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect. However in respect of Service Tax, same shall be paid by the contractor to the concerned department on demand and it will be</p> <p>reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.</p>	<p><b>Clause 37</b></p> <p><b>Levy / Taxes payable by contractor</b>                      (i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if anv. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs. However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess_ Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.</p>
3	<p><b>Clause 38</b></p> <p><b>Conditions for reimbursement of levy/taxes if levied after receipt of tenders</b></p> <p>(i)All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies. The contractor shall be reimbursed the amount so paid, provided such payments, if any, is not in the opinion of the Superintending Engineer ( whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</p>	<p><b>Clause 38</b></p> <p><b>Conditions for reimbursement of levy/taxes of levied after receipt of tenders</b></p> <p>(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if anv. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs. However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess_ Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F_</p>



[Correction Slip No.6](#)

( To GCC for civil works-2006)

Clause No.	Present Provision	Proposed Provision
Clause 7	<p>No payment shall be made for work, ----- rates as decided by Engineer-in-Charge.</p> <p>The amount admissible will as far as possible be paid by 10th working day after the day of presentation of the bill by the contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the BSNL or dismantled materials, if any. In the case of works outside the headquarter of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.</p> <p>All such interim payment .... detailed measurement thereof.</p>	<p><b>No change.</b></p> <p>The amount admissible will as far as possible be paid by 30th working day after the day of presentation of the bill by the contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the BSNL or dismantled materials, if any. In the case of works outside the headquarter of the Engineer-in-Charge, the period of thirty working days will be extended to forty five working days.</p> <p><b>No change.</b></p>

**PROFORMA FOR AGREEMENT  
(ON NONJUDICIAL 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, subsoil 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.

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.

3. "The contract is subject to the jurisdiction of Court at NAHAN only." (Where the NIT/Tender has been issued).

In Witness where of the parties hereto have hereinto 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/s ..... a 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:

- i) Shri .....s/o....., And
- ii) Shri .....s/o.....etc..

### For Companies

M/s ..... a company duly incorporated under the Indian Companies Act, 1956 and having its registered office at .....in 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  
(To be used by approved Scheduled Banks)**

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 SOLAN 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.

