

# BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

## TENDER DOCUMENT

**Name of work: Dismantling and transportation of 40 M GSM 3-legged tubular tower at Kanglatombi, Manipur**

**NIT NO. 04/EE/BSNL/CD-IMP/2021-22**

**NOTE: - 1. Contractor should quote Net rates including GST.  
2. Payment shall be made only after uploading the invoice in GSTN.  
Invoice must be submitted on time with this uploading proof.**

**Executive Engineer (C)  
BSNL Civil Division,  
Imphal.**

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**BHARAT SANCHAR NIGAM LIMITED**  
( A Government of India Enterprise)  
**OFFICE OF THE EXECUTIVE ENGINEER (Civil)**  
BSNL Civil Division, Ty-IV S/Qtr. D.T.O. Compound, Imphal-795 001

**NOTICE INVITING TENDER**

**No.23(01)EE/BSNL/CD-IMP/NIT/21-22/42**

**DATE: 06.10.2021**

The Executive Engineer(Civil), BSNL Civil Division, D.T.O. Compound, Imphal invites for and on behalf of C.M.D., BHARAT SANCHAR NIGAM LIMITED wax sealed item rate tenders for the works with details mentioned below from approved and eligible Contractors in the DOT/BSNL(Civil Wing)/CPWD/\_State PWD (B&R)/DOP/MES/Railways

Sl. No	Name of work	Estimated Cost	Cost of tender Paper	Earnest money	Time allowed
1	2	3	4	5	6
1	Dismantling and transportation of 40 M GSM 3-legged tubular tower at Kanglatombi, Manipur	Rs.1,81,543/- i/c GST	590/- i/c 18% GST	Rs 3,631 /-	1(One) Month
NIT No. 04/EE/BSNL/CD-IMP/NIT/2021-22					

**Criteria of eligibility for issue of tender documents.**

1.2 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority and Form A and partnership deed in case of partnership firms.

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

1.2.1.1 For works upto Rs.7 lakhs-NIL

2. The conditions and tender documents can be had on application from the office of the Executive Engineer (Civil), BSNL Civil Division, **Imphal**, on payment of cost of tender document (non-refundable) and Earnest Money Deposit in prescribed format as per details given . Applications for tender document will be received on all working days up to 1600hrs on **13.10.2021**. Tender paper will be issued up to 1600 hrs on **16.10.2021**. The cost of tender document is payable by cash only. **The tender document can also be down loaded from our web site [www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in)** . In case the tender document is down loaded, the cost of tender document is payable in the form of demand draft of Rs.**590/- i/c 18% GST** (non-refundable) in the form of demand draft/banker's cheque drawn on any schedules bank in favour of Accounts **Officer(Claims) office of GMTD, BSNL Manipur SSA, Imphal** along with tender in the manner specified below.

3. Completed tender will be received in the office of the Executive Engineer(Civil), BSNL Civil Division, **Imphal** upto 1500hrs on **18.10.2021** and will be opened at 1530 hrs on the same day in the presence of the intending tenderers.

4.a) Earnest money as mentioned in the NIT in the form of Banker's cheque/ Pay order of a Scheduled Bank / Fixed Deposit of a Schedule Bank issued in favour of the Accounts **Officer(Claims) office of GMTD, BSNL Manipur SSA, Imphal** is required **to be submitted along with application for issue of tender papers**. 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) oar 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.

4b) The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from Website in the form as detailed at sub para(a) above.

5. Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be received by the **Executive Engineer (Civil), BSNL Civil Division, Imphal** up to 1500 Hrs. on **18.10.2021** and the same will be opened by him or his authorized representative in his office on the same day at 1530 Hrs after opening the main envelope 3, the envelope-1 containing the Earnest money, 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 of the tender is reached.

6. Submission of tender. Tender shall be submitted in the following manner;

6.1 In case the tender document is down loaded from BSNL Website [www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in)

6.1.1 “Earnest money plus cost of Tender and eligibility credentials” shall be placed in sealed enveloped-1. marked “Earnest Money plus cost of Tender and eligibility credentials:.

6.1.2 The “Tender” shall be placed in sealed envelope-2 and will be superscripted as “Tender”.

6.1.3 The sealed enveloped no 1&2 as above containing “Earnest Money plus cost of Tender, Eligibility Credentials”, and the “Tender” shall be placed in another sealed enveloped-3.

6.1.4 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.

6.2 In case tender document is purchased from Div/Sub-Div office.

6.2.1 Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials(i/c GST registration) to be placed in sealed envelope no.1

6.2.2 Envelope no.2 will be as per Para **6.1.2.**

6.2.3 The sealed envelopes 1&2 shall be placed in another sealed envelop no.3

6.2.4 Same as **6.1.4.**

6.3 The tender in which rates are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.

7. The tender of contractor who do not deposit the EMD in the above manner shall not be opened.

8. The tender papers shall not be issued by post and tender will not be received by post.

9. In case of any discrepancies found between the directly downloaded tender from website [www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in) in and the tender issued by this office, the contents of the tender issued by this shall be treated as valid and final.

10. It may be noted that conditional tenders or tenders with conditional rebates shall be summarily rejected.

11. Valid Registration for GST is mandatory for all intending tenderers.

12. Work order will be issued after getting budget allocation from concerned authority



Executive Engineer (C),  
BSNL Civil Division  
Imphal.

**D E C L A R A T I O N**

**(TO BE GIVEN BY THE TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE BSNL WEBSITE)**

*It is to certify that*

I / we have submitted the tenders in the Performa as downloaded **directly from the BSNL website.**

I/ We have submitted tender documents which **are same / identical** as available in the **BSNL** website.

I / we have **not made any modification / corrections / additions etc.** in the tender documents downloaded from **BSNL** website by me / us.

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.**

I / we have **signed (with seal) all the pages** of the tender document before submitting the same.

I / we have sealed the tender documents properly before submitting the same.

I / We have submitted the **cost of tender** along with the EMD.

I have read carefully and understood the important instructions to all the tenderers & to tenderers who have down loaded the tenders from the **BSNL** website.

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.

In case at any stage later, it is found that there is difference in our downloaded tender documents from that of the original, the tender / work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to me / us on this account.

In case at any stage later, it is found that there is difference in our downloaded tender documents from that of the original, I / We may also be debarred for further participation in the tender in the concerned BSNL Civil Zone and would also render me / us liable to be removed from the approved list of contractors of the Department.

Dated .....

**Signature of contractor**

**(SIGN WITH SEAL)**

## GENERAL GUIDELINES

This book of “General Conditions of Contract” is applicable to both types of tenders i.e. “Percentage rate tenders and Item rate tenders”. Accordingly alternative provisions for condition Nos. 4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (BSNL W-7) or item rate tender (BSNLW-8).

BSNL W-6, abridged form BSNL W- 7/8, Schedules A to F, Special conditions/ Specifications and drawings will be issued to intending tenderers only. The standard form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by both the parties after acceptance of tender. The standard form shall be available in downloadable manner from website [“www.ne2.bsnl.co.in”](http://www.ne2.bsnl.co.in)

3. All blanks are confined to Notice Inviting Tender (BSNL W-6) and Schedules A to F.
4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in BSNL W-6, and in Schedules B to F before issue of Tender Papers.
5. The intending bidders will quote their rates in Schedule A ie. Schedule of Quantities (as per BSNL -3).
- 6 The Performa for Registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers for filling and returning the same in the manner prescribed. The Schedules can also be downloaded from website [“www.ne2.bsnl.co.in”](http://www.ne2.bsnl.co.in)

## BSNL W - 6

## BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

## NOTICE INVITING TENDER

1.0 Item rate/percentage rate tenders are invited on behalf of BHARAT SANCHAR NIGAM (A Government of India Enterprise) from approved and eligible contractors of DOT/BSN L/Rly/MES/CPWD/State PWD (B&R)/DOP for the **Dismantling and transportation of 40 M GSM 3-legged tubular tower at Kanglatombi, Manipur**

1.1 The work is estimated to Cost **Rs.1,81,543/-**

**Criteria of eligibility for issue of tender documents.**

1.2 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority and form A and partner ship deed in case of partnership firms.

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

1.2.1.1 For works up to Rs. 7 lacs- NIL

2.0 Agreement shall be drawn with the successful tenderer on prescribed Form No. BSNL W-7/8, which is available as a BSNL Publication/BSNL Web site "[www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in)". 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/percentage 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 ***1(One) month*** from the 7<sup>th</sup> day after the date of *issue of letter of award 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 "[www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in)") and date of issue of tender forms will be as follows:

- |     |                                     |                   |                    |
|-----|-------------------------------------|-------------------|--------------------|
| i)  | Last date of receipt of application | <b>13.10.2021</b> | up to 16.00 hours. |
| ii) | Last date of issue of tender forms  | <b>16.10.2021</b> | up to 16.00 hours. |

6 (a) Tender documents consisting of plans, specifications, the schedule of quantities of the various Sub heads 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 "[www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in)" or be seen in the office of the **Executive Engineer BSNL Civil Division, Imphal between 11.00 hours. & 16.00 hours** 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 **Rs. 590/-** in cash as cost of tender(Non- refundable)

b) Earnest money of **Rs.3,631/-** in banker's 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 **Accounts Officer(Claims),O/o GMTD, BSNL, Manipur SSA, Imphal**. When amount of earnest money is more than Rs. 5 lacs, 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 lacs) or Rs. 25 lacs, 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.

c) The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from the BSNL Website "[www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in)" in the form as detailed at sub Para(b) above.

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

7. Tenders, which should always be placed in sealed envelope, in the manner detailed at Para 9 below, will be received by the **Executive Engineer BSNL Civil Division, Imphal** up to 15.00 Hrs. on **18.10.2021** 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 Deposit, 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.

The description of the work is as follows : **Dismantling and transportation of 40 M GSM 3-legged tubular tower at Kanglatombi, Manipur**

**9.0 Submission of tender** : -Tender shall be submitted in following manner:

**9.1** In case the tender document is down loaded form BSNL website "[www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in)"

**9.1.1** "Earnest Money Deposit , cost of tender and eligibility credentials" shall be placed in sealed envelope-1. marked "Earnest money, 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 envelopes - 1&2 as above containing "Earnest money Deposit , 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** Proof for paying the cost of tender documents, EMD in the prescribed form and copies of documents showing eligibility credentials to be placed in sealed envelope no.1

**9.2.2** Envelope - 2 will be as per Para 9.1.2.

**9.2.3** The sealed envelopes - 1&2 shall be placed in another sealed envelop - 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. Loose/spiral bound submission (in case the tender is down loaded from the BSNL website : "[www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in)") shall be rejected out rightly .

In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document 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 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** 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 at the rate of 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 Performance Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.

**18** This Notice Inviting Tender (BSNL W-6) 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 30 days from such date, formally sign the agreement consisting of:

- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard BSNL W-7/8 as on website "[www.ne2.bsnl.co.in](http://www.ne2.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: -

- In cities/areas where ECS/EFT facility is provided by banks, the tenderer must have
- (a) Account in such ECS/EFT facility providing Banks and hat 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 shall compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lacs.

**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 are available on website "[www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in)" as well as in the Division / Sub division 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.** Successful contractor shall comply with the conditions of relevant EPF Act including maintaining, producing and submitting various documents when demanded showing details of employees / labours engaged, duration of their engagement, amount of wages paid to such labours / employees for the relevant period, amount of EPF contribution (both employer's / labours' contribution) for the duration of engagement and proof of payment of the same to concerned EPF authority. Contractor will have to obtain EPF clearance from the concerned EPF authority before payment of final bill.

**25.** The rates quoted by the agency shall be including of all types of taxes / levies / duty including service tax, nothing extra shall be payable on such accounts.

**26.** The rates quoted by the agency shall also be inclusive of 1 % ( one percent) cess on the work done and shall be recovered from running / final bill as applicable on the building and other construction workers welfare Cess Act, 1996 due to introduction of "The Building and other Construction Works Regulation of Employment and Conditions of Service Act.

**Officer.** **Signature and Name of Divisional**

**BSNL Civil Division-II DIMAPUR**

**For & on behalf of the Bharat Sanchar Nigam Limited**

**BSNL. W - 8**  
**BHARAT SANCHAR NIGAM LIMITED**  
 (A GOVERNMENT OF INDIA ENTERPRISE)

STATE- Manipur

CIRCLE - Civil Circle, Dimapur

DIVISION Civil Division, Imphal  
 ZONE NE-II Zone

Civil Sub Dn. -I , Imphal

**Item Rate Tender & Contract for Works**

Tender for the work : **Dismantling and transportation of 40 M GSM 3-legged tubular tower at Kanglatombi, Manipur**

To be submitted by- 15.00 hrs on **18.10.2021** to *O/O the Executive Engineer, BSNL Civil Division, Imphal,*

To be opened in presence of tenderer who may be present at 15.30 hrs on **18.10.2021** in the office of *Executive Engineer, BSNL Civil Division, Imphal.*

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 (Thirty)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. 3,631/-** 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, up to maximum of the percentage mentioned in Schedule 'F' and

those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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 Performa 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 Performance Guarantee within 15 days, the earnest money will be forfeited and tender cancelled

I/We am/are aware that in the event of failure on my/our part to furnish Performance 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 therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We agree that should I/We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the 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 Performa enclosed.

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

Dated.....

Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Postal Address: - \_\_\_\_\_  
Signature of Contractor

### **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 \_\_\_\_\_

**PROFORMA OF SCHEDULES**

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

**SCHEDULE "A"**

Schedule of Quantities (as per BSNL-3)

**Attached at the end of this document****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
---	---	---	---

**DELETED****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.

Correction slip No.1,2&amp; 3 and also Additional conditions &amp; specifications for supply of tower materials and its erections is applicable.

**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"	25 %
---	-----	------

Component of POL expressed "Z"		0 %
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## SCHEDULE "F"

Reference to General Conditions of Contract

Name of Work : **Dismantling and transportation of 40 M GSM 3-legged tubular tower at Kanglatombi, Manipur**

Estimated cost of Work : **Rs 1,81,543/-**

Earnest Money **Rs 3,631 /-**

**Performance Guarantee** Rs. \_\_\_\_\_ \* \_\_\_\_\_ (Rupees \_\_\_\_\_ \* \_\_\_\_\_ only)  
(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**)

**Security Deposit**  
(10 % of the tendered value for Rs. \_\_\_\_\_ \* \_\_\_\_\_ (Rupees \_\_\_\_\_ \* \_\_\_\_\_ only) 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**)

### GENERAL RULES AND DIRECTIONS

Officers inviting tender *Executive Engineer, BSNL Civil Division-, Imphal*

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

2(v) Engineer-in charge *Executive Engineer, BSNL, Civil Division, Imphal*

2(viii) Accepting Authority *Executive Engineer (C) BSNL Civil Division, Imphal*

2(x) Percentage on cost of materials and labour to cover all overheads and profit **10 %**

2(xi) Standard Schedule of Rates **CPWD DSR 2016 with up to date correction slips and MR**

(xii) Standard BSNL Contract Form **BSNL W 8 Form as amended and corrected up to date**

**Clause 2** Authority for fixing compensation under Clause 2- **Superintending Engineer (C) BSNL North East- II Circle, Dimapur**

**Clause 2 A** Whether Clause 2 A shall be applicable **YES**

### Clause 5

i) Time allowed for execution of work. **1(One) month.**

ii) Authority to give fair and reasonable extension of time for completion of work ..... **Executive Engineer(C), BSNL, Civil Division, Imphal**

## 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.

**Clause 10:** Reinforcement steel to be used in the work shall have to be procured as below.  
CTD bars manufactured by main producers.  
TMT bars manufactured by main producers.

Specification to be followed for execution of work  
CPWD specification 1996 (Vol. I to VI) with up to date correction and revised CPWD specification 2014.

## Clause 12

**12.1.2(ii)** Schedule of rates for determining **CPWD DSR 2016 with up to date correction slips and MR**

the rates for additional, altered or substituted items that cannot be determined under 12.1.2(i)

**12.1.2(ii)** Plus/ minus the % over the rate entered in the schedule of rates. \_\_\_\_\_ \*

**12.2 & 12.3** Deviation limit for value of any item of any individual trade beyond which sub clauses 12.1.2 (i) to (iii) shall not apply and clauses 12.2.& 12.3 shall apply **50%**

**Clause 16** Competent authority for deciding reduced rates – **Executive Engineer (C) BSNL Civil Division, Imphal**

**Clause 25** Competent authority for conciliation **Superintending Engineer (C) BSNL North East-II Civil Circle, Dimapur**

## Clause 36(i)

- a) Minimum qualification and experience of Principal Technical Representative for civil works with estimated cost put to tender.
- i) Above Rs. 5 lakes but less than Rs. 10 lakes. Recognized Diploma Holder in Civil Engineering
- ii) Rs. 10 lakes and above but up to Rs. 60 lakes Graduate Civil Engineer or retired AE (Civil) possessing at least recognized Diploma in Civil Engineering
- iii) Rs. 60 lakes and above shall be Principal Technical Representative supported by requisite organization The Principal Technical Representative shall be at least a Graduate Civil Engineer with 5(Five) years of minimum experience of works or retired Executive Engineer (Civil) possessing at least recognized Diploma in Civil Engineering
- b) Recovery to be affected from the contractor in the event of not fulfilling the Rs. 4000 per month for Graduate Engineer.



provisions of clause 36(i).

**Clause 42**

i) (a) Schedule / statement for determining theoretical quantities of cement on the basis of Delhi Schedule of Rates 2007 printed by CPWD

ii) **Variation permissible on theoretical quantities**

a) Cement for works with estimated costs put to tender

i) not more than Rs. 5 lacs 3 % minus

ii) more than 5 lacs 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 Rate in Figures and Words)	Star Price
1	For Cement 43 grade	Rs. .... Per MT
2(a)	For Reinforcement Steel conforming to BIS	Rs. .... Per MT
2(b)	For Reinforcement Steel TMT bars Fe 415 Grade	Rs. .... -Per MT
2 (d)	Galvanized steel	Rs. ....

The rate of recovery under clause 42 shall be same as the star prices.

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 “ DIMAPUR ” only.**

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  
the

Signature and delivered for and on behalf of  
contractor

(BHARAT SANCHAR NIGAM LIMITED)  
OFFICIAL ADDRESS

(Contractor)

Date

Date

Place

Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE

SIGNATURE

NAME

NAME

SIGNATURE

SIGNATURE

NAME

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**

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. \_\_\_\_\_ (Rupees. \_\_\_\_\_ 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

ANNEXURE -(i)

AFFIDAVIT

I/We have submitted a bank guarantee for the work \_\_\_\_\_

\_\_\_\_\_ (Name of Work), Agreement No. \_\_\_\_\_

Dated: \_\_\_\_\_ from \_\_\_\_\_ (Name of the Division-I) 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 interalia, 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 for 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 interalia, 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 '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'	25%
Component of POL expressed as percent of Total Value of Work	'Z'	0

**SCHEDULE 'F'**

Reference to General Condition of Contract.

<b>Name of Work: Dismantling and transportation of 40 M GSM 3-legged tubular tower at Kanglatombi, Manipur</b>	
<b>Estimated Cost of Work:</b>	<b>Rs 1,81,543/- only(Including GST)</b>
<b>Earnest Money:</b>	<b>Rs. 3,631/-</b>
<b>Performance Guarantee:</b> (5% of The tender 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.....)
<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 the form of Bank Guarantee from Scheduled bank in respect of works with estimated cost put to tender exceeding Rs. 15 lakhs)	Rs. ....(Rupees.....)
<b>Officer Inviting Tender</b>	<b>Executive Engineer, BSNL Civil Division ,Imphal</b>
<b>Maximum percentage</b> 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% (Fifty Percent)
<b>Definitions:</b>	
2(v) Engineer-in-charge	<b>Executive Engineer, BSNL Civil Division ,Imphal</b>
2(viii) Accepting Authority	<b>Executive Engineer, BSNL Civil Division ,Imphal</b>

2(x) Percentage on cost of materials and labour to cover all overheads and profit	10%
2(xi) Standard Schedule of Rates	<b>CPWD DSR 2016 With upto date correction slips &amp; MR</b>
9(ii) Standard BSNL Contract Form	BSNL W-8 form as modified and corrected up to date.
<b>Clause 2</b>	
Authority for fixing compensation under Clause- 2.	<b>Superintending Engineer(Civil) BSNL NE II Civil Circle, Dimapur</b>
<b>Clause 2 A</b>	
Whether Clause 2 A shall be applicable.	No
<b>Clause 3A</b>	
Whether Clause 3A shall be applicable— Yes/NO--	Yes
<b>Clause 5</b>	
i) Time allowed for execution of work.	As per NIT
ii) Authority to give fair and reasonable extension of time for completion of work	<b>Superintending Engineer(Civil) BSNL NE II Civil Circle, Dimapur</b>
<b>Clause 6A</b>	
Whether Clause 6A shall be applicable- Yes/No	Yes
<b>Clause 7</b>	
Gross value of work to be done together with net payment / adjustment of advance for materials collected, if any, since the last such payment for being eligible to interim payment	Rs. <b>1</b> Lakhs (Rupees <b>one</b> Lakh).
<b>Clause 10</b>	
Reinforcement steel to be used in the work shall have to be procured as below:	
(a) CTD bars	Manufactured by main producers, TISCO, SAIL & RINL
(b) TMT bars	Manufactured by main producers, TISCO, SAIL & RINL
<b>Clause 11</b>	
Specification to be followed for execution of work:	CPWD Specifications 1996 Volume I to VI and revised Specifications 2002 for cement mortar, cement concrete and R.C.C. with up-to-date correction slip and manufacturers specification wherever applicable.. These Specifications can also be seen from the <b>O/o Executive Engineer(C) BSNL Civil Division ,Imphal</b>
<b>Clause 12</b>	
<b>Clause 12.2 &amp; 12.3</b>	
Limit for value of any individual trade beyond which sub-clause (i) to (v) shall not be apply	50% (Fifty percent)
	-27-

Clause 16	
Competent authority for deciding reduced rate.	<b>Superintending Engineer, BSNL NE II Civil Circle, Dimapur.</b>
<b>Clause 36(i)</b>	
Requirement of technical staff and rate of recovery in case of non-compliance, for a work.	As per following table.

S.No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience (Years)	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	Graduate Engineer Or Diploma Engineer	Civil	Principal Technical Representative	2	1	Rs.15,000/- Per Month	Rupees Fifteen Thousand per Month
				5	1		

<b>Clause 37(i)</b>	
Extent of Taxes payable by the contractor for Building And Construction Works.	The Tenderer shall Quote only net rate excluding GST and GST Cess on Goods and Services. Construction workers Welfare Cess 1% in their quoted rates or any other tax or cess(Except GST) in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.

<b>Clause 42</b>	
i) (a) Schedule/ statement for determining theoretical quantities of cement	<b>CPWD Delhi Schedule of Rates 2016</b>
ii) <b>Variation permissible on theoretical quantities</b>	
a) Cement for works with estimated costs put to tender	
i) Not more than Rs. 5.00 lakhs	3 % minus
ii) More than Rs. 5.00 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.	Materials	Star price (Rate in Figure & Words)
1.	For Cement	Rs.12,000.00 (Rupees Twelve Thousand only) Per MT.
2(b) &2(c)	For Reinforcement Steel conforming to BIS 1786:1985 (Fe 415 Grade)/TMT bars	Rs.72,000/- (Rupees seventy two thousand) Per MT. (*)
2(d)	For Galvanized steel	---

**SCHEDULE OF QUANTITY****Name of work:- Dismantling and transportation of 40 M GSM 3-legged tubular tower at Kanglatombi, Manipur**

Sl no	Description of item	Qty	Unit	Rate in figure & words	Amount in figure & words
1	Dismantling of 40 M GSM (3-legged) tubular tower including insurance coverage of labours, marking as well as listing of tower materials and carriage of materials upto roadside by head load upto a distance of 500 m and stacking in such a way that it is ready to transport to BSNL Store at Sawombung including nuts and bolts etc complete as per direction of Engineer-in-charge. [Approximate wt of tower= 10.00 MT]	1.00	Per job		
2	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in-charge.	1.00	Cum		
3	Carriage of dismantled tower materials as per item no.1 from tower site to Departmental store/site and handing over all materials as per list to concerned BSNL officer as per direction of the Engineer-in-charge. (i) GSM Site Kanglatombi to Store, Sawombung (Approx. distance- 50 km)	1.00	Per Job		

Executive Engineer(Civil)