



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

NOTICE INVITING TENDER

NIT No. 05/EE(C)/BSNL-CIVIL/JDR/2021-2022

NAME OF WORK: - **:- Cleaning and Repairing of Underground Water Storage Tanks of B.S.N.L. T.E. Buildings & Staff Quarters and Cleaning of Over Head Water Storage Tanks of T.E. Buildings in Jodhpur City.(2021-22)**

CERTIFIED THAT THIS E-TENDER CONTAINS PAGES FROM **1 To 44**

AND NO PAGE IS MISSING OR TORN.

Executive Engineer (C)
BSNL Civil Division
Jodhpur.

NAME OF WORK: - **Cleaning and Repairing of Underground Water Storage Tanks of B.S.N.L. T.E. Buildings & Staff Quarters and Cleaning of Over Head Water Storage Tanks of T.E. Buildings in Jodhpur City.(2021-22)**

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APPLICATION FOR PARTICIPATION IN TENDER.

To
The **Executive Engineer(C)**
BSNL Civil **Division**
Jodhpur

Sub: Submission of Documents for the work of: - **Cleaning and Repairing of Underground Water Storage Tanks of B.S.N.L. T.E. Buildings & Staff Quarters and Cleaning of Over Head Water Storage Tanks of T.E. Buildings in Jodhpur City.(2021-22).**

.I am/ We are registered with BSNL Civil Wing/ DOT/DOP/ CPWD/ M.E.S./ State PWD as Class
. . . Contractor (s) and our registration number is It is certified that as on date the
said registration is valid up-to

1. I am/ We are registered contractor (s) with the also particulars of the authority and class and the limit of amount up to which I am/ we are eligible to tender are furnished below:

| AUTHORITY | CLASS | TENDERING LIMIT |
|-----------|-------|-----------------|
| | | |
| | | |
| | | |

2. It is certified that this/these registration (s) is/are valid as on date and I/ we shall inform the department myself/our-self as soon as my/our registration expires or is cancelled/ revoked.
3. The particulars of work done are enclosed and the following 3(three) nos. of work completion certificates are submitted with respect to this N.I.T. in order to establish my/our eligibility for issue of tender.

| S. No. | Name of work | Amount of work done | Date of completion | Issuing authority. |
|--------|--------------|---------------------|--------------------|--------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

4. I am/ We are enclosing number of sheets including attested copies of documents listed at Sl. No.1, 2, 3 & 4 above along-with my/our application.
5. I/We request that permission may be granted to me/us for participating in tender.

6. The attested copy of the partnership deed and list of works in hand (progress) with me/us in the format given below:

| Name of work | Name & particulars of division where work is being executed. | Cost of work | Position of work in progress | Remarks |
|--------------|--|--------------|------------------------------|---------|
| | | | | |

7. I/We will produce the original documents of all the attested copies submitted herewith whenever required by the department.
8. The current Bank Solvency Certificate (from Schedule Bank) as per registration certificate, enclosed herewith.
9. The declaration is hereby given in respect of Para 14 of BSNL-6, which will become part of the agreement. I,son of resident of hereby certify that none of my/our relative(s) as defined in Para 14 of BSNL-6 is/are employed in BSNL Rajasthan Civil Zone. In case at any stage, it is found that information given by me/us is falls/incorrect, BSNL shall have the absolute right to take any decision as deemed fit without prior intimation to me/us.
10. The declaration is hereby given which will become part of the agreement.

“I / We _____ do hereby solemnly declare that I shall abide by all the rules / condition / provisions of EPF and Miscellaneous Provision Act 1952. In case of default by the undersigned, the sole responsibility shall be mine / us”.

Yours faithfully,

(CONTRACTOR)

(Contractor's signature along with seal)

NAME:-.....

ADDRESS:

PHONE NOS.:

Tender Notification

BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

Important Instructions for Bidder

Item rate **tenders** are invited on behalf of **BHARAT SANCHAR NIGAM LIMITED** from approved and Enlisted eligible contractors in appropriate class as per usual terms and conditions applicable to them from time to time or the eligible contractors from the approved class of BSNL (Civil Wing), DOT (Civil Wing), DOP (Civil Wing), CPWD, MES, Railways, Rajasthan state PWD (B&R) and central / State Government undertakings which are eligible for tendering in appropriate class as per usual terms and conditions applicable to them from time to time. Specialized agencies having requisite experience as below mentioned in any government organization or PSU's are also eligible for tender.

| | | |
|------|--|--|
| 1. | NIT No. | 05/EE(C)/BSNL-CIVIL/JDR/2021-2022 |
| 2. | Name of Work | Cleaning and Repairing of Underground Water Storage Tanks of B.S.N.L. T.E. Buildings & Staff Quarters and Cleaning of Over Head Water Storage Tanks of T.E. Buildings in Jodhpur City.(2021-22) |
| 3. | Estimated Cost | Rs. 127759/-(Rs One lakh twenty seven thousand seven hundred fifty nine only) |
| 4. | Earnest Money | Rs.0.00 |
| 5. | Tender Cost | Rs. 590.00 (500+18.0% GST) (in favor of AO(Cash), O/o GMTD, BSNL, Jodhpur) |
| 6. | Period of Completion | One Month |
| 7. | Last date & Time for receipt of application | 09.08.2021 up to 15:00 Hours. |
| 8. | Last date & Time for issue of tender forms | 11.08.2021 up to 17.30 Hours |
| 9. | Last date & Time to received tender forms | 13.08.2021 up to 15.00 Hours |
| 10 | Date & Time for opening of tender forms | 13.08.2021 at 15.30 Hours |
| 11 | | Eligibility conditions for issue of tenders to contractors shall be as below |
| 11.a | For BSNL enlisted contractors | NIL |
| 11.b | For Non BSNL enlisted contractors | NIL |
| 11.c | Specialized Agencies | Not Applicable |

NOTE:- Tender documents can also be down loaded from BSNL website www.rajasthan.bsnl.co.in . In case the tender document is down loaded from the website, the applicant will submit his credentials required to establish his eligibility and work experience conditions to the Executive Engineer(C) along with tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be downloaded from the BSNL website www.rajasthan.bsnl.co.in or be seen in the office of the **GMTD Camps, Admn. Buidng, Ground floor, room No 115, Subhash Nagar, Jodhpur** between 11.00 hours. & 16.00 hours from **26.07.2021 to 11.08.2021** every day except on Sundays and Public Holidays.

1. Please note that the offers, which do not comply the following, will not be considered and will be totally rejected.

a) **The rates quoted by the agency shall be inclusive of all types of taxes / levies / duty and GST as applicable by the Govt. including labour Cess and nothing extra shall be payable on such account. The Contractor, as service provider, shall be fully responsible for any default in payment of this tax.**

(b) **The rates quoted by the agency shall be inclusive of 1 % (one percent) BOCW 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 1996".**

(c) 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 employees / 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.

Insurance, loading, unloading, transportation etc. should be included on works contact basis. The rate shall be firm and final.

2. No force measure clause of firm's stipulated shall be accepted. The extension of time for completion of the works is governed by clause 5 of the tender documents.

3. No advance payments can be made. The payment is governed by the normal department practice and stipulations like levy of interest if payment is not made in a specified time are not acceptable.

4. Any workable conditions such as short validity period of acceptance of the tenders will not be accepted.

5. Tenders/ Bidders will be founds eligible, if they will provided **their valid enlistment, GSTIN registration & EPF registration, Tender cost, Earnest money, undertaking for No Near relative working in BSNL, issued from the appropriate authorities.**

6. The intending bidder must read terms and conditions of BSNLW 6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

**Executive Engineer (C)
BSNL Civil Division
Jodhpur.**

BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

BSNL-6 FOR e-TENDERING**NIT No. 05/EE(C)/BSNL-CIVIL/JDR/2021-2022****Dated 26.07.2021**

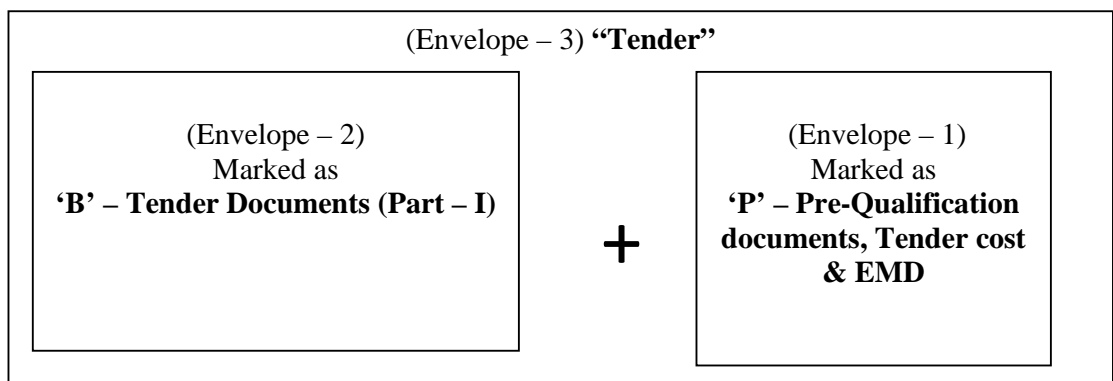
- 1.1 Item rate **tenders** on **single bid system** are invited on behalf of **BHARAT SANCHAR NIGAM LIMITED** from approved and Enlisted eligible contractors in appropriate class as per usual terms and conditions applicable to them from time to time or the eligible contractors from the approved class of BSNL (Civil wing), DOT (Civil Wing), DOP (Civil Wing), CPWD, MES, Rajasthan state PWD (B&R) and central / State Government undertakings which are eligible for tendering in appropriate class as per usual terms and conditions applicable to them from time to time for the work of **“Cleaning and Repairing of Underground Water Storage Tanks of B.S.N.L. T.E. Buildings & Staff Quarters and Cleaning of Over Head Water Storage Tanks of T.E. Buildings in Jodhpur City.(2021-22)”**
- 1.2 The work is estimated to Cost **Rs. 127759/-**
- 1.3 Tenders/Bidders will be founds eligible bidders if they will provided the off line following documents (as Technical bid) as well as on line submitted to their **valid enlistment, GSTIN registration & EPF registration, Tender cost, Earnest money, undertaking for No Near relative working in BSNL, Certificates of experience / List of similar works as per Para no.1.3.7 of this NIT(If applicable)**, with the appropriate authorities subject to the following relaxations:-
- 1.3.1 In case “Any of the contractor is not already having registration with EPF authority, then after opening of financial bid such contractor/ agency shall apply for EPF registration number to EPF registration authority but he will given an undertaking along with these documents.
- 1.3.2 A self attested copy of such application shall be submitted by him/ them within 15 days of issue of acceptance of Bid by BSNL.
- 1.3.3 In case of failure on part of agency to furnish the proof of submission of application for obtaining EPF registration number within 15 days of date of issue of acceptance letter, the full amount of EMD submitted by him/them along with the tender shall stand forfeited in favour of BSNL and no claim whatsoever shall be entertained in the matter.
- 1.3.4 Ist R.A. Bill shall be made only after submission of EPF registration certificate.
- 1.3.5 Any financial & legal consequences arising due to non-submission of proof of application or detail of registration certificate with EPF authorities at appropriate time mentioned above, shall be borne by the agency and no claim whatsoever shall rest with BSNL. An undertaking shall be submitted by the intending tenderer/bidder in this regard as a token & acceptance of conditions mentioned above regarding EPF registration.
- 1.3.6 Criteria of eligibility for submission of tender documents for Non-BSNL registered contractors of Public Works Organizations like CPWD, State PWD (B&R), DOP, MES & Railways.
- 1.3.7 Criteria of eligibility for issue of tender documents for non BSNL registered contractors
For works unto Rs 7 Lakhs- Nil
For works above Rs 7 Lakhs & upto Rs 5 Cr and all specialized works irrespective its cost, The applicant should have completed similar works as per details below during the last seven years ending last day of the month previous to the one in which the tenders are invited:-
- (a) *Three similar works* each of value not less than (40%) OR*
- (b) *Two similar works* each of value not less than (50%) OR*
- (c) *One similar work* of value not less than (80%)*
- (d) **For the purpose of this clause 'Similar work' means “Building with RCC foundation or RCC works or towers with foundation, with or without erection, Addition/alteration to buildings, construct of Compound wall, executed for central / state Govt. / Public sector undertakings”.** Experience certificate shall be issued by an officer not below the rank of Executive Engineer(C) .
- 2.0 Agreement shall be drawn with the successful bidder on prescribed Form No. BSNL W-8, which is available as a BSNL Publication / BSNL Web site; <http://civil.ntr.bsnl.co.in> Bidders shall

quote the item rate on standard schedule rates as per various terms and the said from, which will form part of the agreement.

- 3.0 The time allowed for carrying out the work will be **One Month** which will be reckoned from **Seventh day** after the date of issue of letter of award of work, or, from the day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the bid 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.rajasthan.bsnl.co.in) and date of issue of tender forms will be as follows:
- (i) Last date of receipt of application **09.08.2021** up to **15:00** Hours.
- (ii) Last date of issue of tender forms **11.08.2021 up to 17.30** Hours.
- (iii) In case the tender document is down loaded from the website, the applicant will submit his credentials required to establish his eligibility and work experience conditions to the Executive Engineer(C) along with tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be downloaded from the BSNL website www.rajasthan.bsnl.co.in or be seen in the office of the **Executive Engineer(C)** , **BSNL Civil Division, Jodhpur** between 11.00 hours. & 16.00 hours from **26.07.2021 to 11.08.2021** every day except on Sundays and Public Holidays.
- 6.0 Tender documents, excluding standard form, will be issued from this office, during the hours specified above on payment of the following :-
- (i) **Rs. 590/- (500+18.0% GST) in cash** as cost of tender (Non refundable) in cash or Demand Draft/ Pay Orders of a Scheduled Bank drawn in favor of **AO(Cash), O/o GMTD, BSNL, Jodhpur.**
- 7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be received by the **Executive Engineer (C)**, BSNL CIVIL **Division, Jodhpur** up to **15.00** Hrs. on **13.08.2021** and will be opened by him or his authorized representative in his office on the **same day** at **15.30** Hrs. The tender shall be accompanied by Earnest money **Rs. 0.00-** in form of banker 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 (Cash), O/o GMTD, BSNL, Jodhpur**. 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 5 lakhs) or Rs. 25 lakhs, whichever is less, will have to be deposited in the shape prescribed above and balance in shape of Bank guarantee of any scheduled bank 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.**
- 8.0 The description of the work is as follows: - **“Cleaning and Repairing of Underground Water Storage Tanks of B.S.N.L. T.E. Buildings & Staff Quarters and Cleaning of Over Head Water Storage Tanks of T.E. Buildings in Jodhpur City.(2021-22).”**
- 9.0 **Submission of tender :-**
- The Tender shall be submitted in **Three envelopes system** as mentioned below: -
- a) The first envelope should contain the tender cost **as per table given in S.No.1 above** as per Para 7 above along with pre-qualification documents such as attested copy of registration, partnership deed and documents as required for the eligibility criteria for the work as per Para 2 & 3 above and an undertaking by the tenderer that in case of any ambiguity/ discrepancy between the downloaded tender document and hard copy available

in this office, the conditions mentioned in the hard copy as available in this office (in form of approved draft NIT) shall prevail.

- b) Second envelope should contain EMD, in the required format as described above.
- c) Third envelope should contain tender documents as downloaded and duly filled (Part-I only). All the three envelopes should be clearly marked about the contents as follows:
Envelope No. 1: Containing Tender Cost and EMD, EPF Registration Certificate, Pre-Qualification Documents for required work, work experience Signed by Tenderer superscribed as: 'P'.
Envelope No. 2: Containing Financial Bid (Part – I) shall be super scribed as : 'B'- **Tender Documents.**
- d) Both the above two envelopes shall be sealed and placed in the third sealed envelope. (Refer figure below for guidance). **All envelopes should also be marked as "Tender" with the name of work, Date of opening, NIT No. & the name of Agency written on them.** Applicable only for Internet downloaded documents.



At the time of opening of tender, Envelope No.1, Marked “P” (Pre-Qualification documents, Tender cost & EMD shall be opened first.

Tender shall be submitted in following manner:

- 9.1 In case the tender document is down loaded form BSNL website
- 9.1.1 “Earnest money plus cost of Tender and eligibility credentials “ shall be placed in sealed envelope-1. Marked “Earnest money plus cost of Tender and eligibility credentials”.
- 9.1.2 The “Tender” shall be placed in sealed envelope-2 and will be superscribed as “Tender”
- 9.1.3 The sealed envelope no. 1 & 2 as above containing “Earnest money plus cost of Tender, Eligibility Credentials” and the “Tender” shall be placed in another sealed envelope -3.
- 9.1.4 All the three envelopes shall be superscribed with following data on it.
- (i) Name of work
 - (ii) Name of tenderer
 - (iii) Last date of receipt of tender
- 9.2 In case the tender document is purchased from **Office**
- 9.2.1 **Earnest Money Deposit in required format or proof of payment of EMD (if paid in cash)** and copies of document showing eligibility credentials to be placed in sealed envelope no. 1
- 9.2.2 Envelope no. 2 will be as per Para 9.1.2.
- 9.2.3 The sealed envelopes 1 & 2 shall be placed in another sealed envelope no. 3
- 9.2.4 Same as 9.1.4
- Note: In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for **three** years including any other action under the contract or existing law.
- 9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed (**wax sealed/ adhesive tape sealed**). Loose/ spiral bound submission (in case the tender is down loaded from website) shall be rejected 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 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 tenderer after the final decision *on the tender is reached*.

11.0

(a) **The rates quoted by the agency shall be inclusive of all types of taxes / levies / duty and GST as applicable by the Govt. including labour Cess and nothing extra shall be payable on such account. The Contractor, as service provider, shall be fully responsible for any default in payment of this tax.**

(b) **The rates quoted by the agency shall be inclusive of 1 % (one percent) BOCW 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 1996".**

(c) 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 employees / 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.

Insurance, loading, unloading, transportation etc. should be included on works contract basis. The rate shall be firm and final.

12.0 Bidders 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. Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderer at the office of the above-mentioned officer.

13.0 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.

14.0 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.

15.0 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.

16.0 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) wife, sister(s), sister's husband (Brother-in-law).

17.0 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 ofhereby 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.

18.0 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.

19.0 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.

20.0 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, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.

21.0 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 15 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.rajasthan.bsnl.co.in with up to date correction slips.
- c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
- 21.0 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.
- 22.0 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.
- 23.0 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.
- 24.0 General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website www.rajasthan.bsnl.co.in with up to date correction slips as well as in the Divisional Office.
- 25.0 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 tenderer with stamp (seal) of his firm/ organization.
- 26.0 There is clause 46 for insurance which is to be complied by the Contractor.
- 27.0 Agency has to observe all the labour rules & regulation in force.
- 28.0 Agency will comply the provisions of EPF & Misc. Provisions Act 1952, Employees Provident Fund Schemes 1952 and the ESI Act, 1948 in respect of labourers/employees engaged by them for performing the work.
- Moreover, during the submission of the bill for payment, the firm shall submit the
- a. List showing the details of labourers / employees engaged.
- a. Duration of their engagement.
- b. The amount of wages paid to such labourers / employees for the duration in question.
- c. Amount of EPF contributions (both employer's & employee's contribution) for the duration of engagement in question, paid to EPF Authorities.
- d. Copies of authenticated documents of payments of such contribution to EPF Authorities.
- f. A declaration regarding compliance of the conditions of EPF Act 1952 & ESI Act 1948.
- 29.0 Firm shall be fully responsible for any violation observed at any time.

Signature and Name of Divisional Officer

()

Executive Engineer (C)
BSNL Civil Division, Jodhpur.

BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

STATE: Rajasthan

CIRCLE: BSNL CIVIL CIRCLE, JODHPUR

ZONE: North Zone, Jaipur

DIVISION: BSNL CIVIL DIVISION, Jodhpur

Item Rate Tender & Contract for works
NIT No 05/EE(C)/BSNL-CIVIL/JDR/2021-2022

Tender for the work “ - **Cleaning and Repairing of Underground Water Storage Tanks of B.S.N.L. T.E. Buildings & Staff Quarters and Cleaning of Over Head Water Storage Tanks of T.E. Buildings in Jodhpur City.(2021-22).**” to be opened in presence of tenderer who may be present at **15.30** hours On **13.08.2021** in the office of the **Executive Engineer(C), BSNL Civil Division, Jodhpur.**

Issued to: _____

(Contractor)

Signature of officer issuing the documents _____

Designation: Executive Engineer(C) , BSNL Civil Division, Jodhpur.

Date of Issue _____.

TENDER

I/We have read and examined notice inviting tender, schedule, A, B, C, D, E & F. specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the Conditions of Contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified by the Bharat Sanchar Nigam Limited for BSNL 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. **0.00** ihas 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 this contract is subject to jurisdiction of court at **Jodhpur** only.(Where the NIT/Tender has been issued).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

Tenderer

13 of 44

EE(C)

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 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 inBank with account No.....where the ECS/ NEFT 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 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 **Jodhpur only.” (Where the NIT/ Tender has been issued)**

The evaluation and comparison of responsive bids shall be done on the basis of rates quoted to BSNL on the prices offered inclusive of Goods & Service taxes (GST) and all other taxes as applicable.

Dated.....

(.....)
Signature of Contractor

Witness:

Postal Address:-

**Address:
Occupation:**

ACCEPTANCE

The above tender (as modified by you (Contractor) and as provided in the letters mentioned hereunder) is accepted by me for and **on behalf of the BHARAT SANCHAR NIGAM LIMITED** for a sum of Rs.....(Rupees.....)

The letters referred to below shall form part of this contract Agreement

- (a)
- (b)

Signature.....

Name and Designation.....

Dated

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

| PROFORMA OF SCHEDULES | | | | |
|--|---------------------|--|---|----------------|
| SCHEDULE "A" | | | | |
| Schedule of Quantities- Schedule of Quantities Attached. | | | | |
| SCHEDULE "B" | | | | |
| Schedule of Materials to be issued to the contractor | | | | |
| S. No | Description of Item | Quantity | Rates in figures & words at which the materials will be charged from the contractor | Place of issue |
| 1 | 2 | 3 | 4 | 5 |
| Nil | | | | |
| SCHEDULE "C" | | | | |
| Tools and Plants to be hired to the contractor | | | | |
| S. No. | Description of Item | Hire charges per day | Place of issue | |
| 1 | 2 | 3 | 4 | |
| DELETED | | | | |
| SCHEDULE "D" | | | | |
| Extra Schedule for Specific requirements/documents for the work if any. | | | | |
| General Instructions, Additional Conditions, Additional Specifications are enclosed. | | | | |
| SCHEDULE "E" | | | | |
| Schedule of component of Materials, Labour etc for Escalation | | | | |
| CLAUSE 10 C. NOT APPLICABLE | | | | |
| Component of Materials expressed as percent of Total Value of Work | | "X" | | |
| Component of Labour expressed as percent of Total Value of Work | | "Y" | | |
| Component of POL expressed as percent of Total value of Work | | "Z" | | |
| SCHEDULE "F" | | | | |
| Reference to General Conditions of Contract | | | | |
| Name of Work | | Cleaning and Repairing of Underground Water Storage Tanks of B.S.N.L. T.E. Buildings & Staff Quarters and Cleaning of Over Head Water Storage Tanks of T.E. Buildings in Jodhpur City.(2021-22) | | |
| Estimated cost of Work | | Rs. 127759/- | | |
| Earnest Money | | Rs 0.00 | | |

| | |
|---|--|
| Performance Guarantee (5% of Tendered value in the form of Bank Guarantee from Schedule Bank in respect of works with estimated cost put to tender exceeding Rs. 15.00 Lakhs) | Rs. _____ (Rupees _____ only) |
| Security Deposit (10% of tendered value for works with estimated cost put to tender up to Rs. 15.00 Lakhs) 5% of tendered value in respect of works with estimated cost put to tender exceeding Rs. 15.00 Lakhs) | Rs. _____ (Rupees _____ only) |
| GENERAL RULES AND DIRECTIONS | |
| Officers inviting tender | Executive Engineer (C), BSNL CIVIL DIVISION, Jodhpur |
| 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% (Fifty percent) |
| Definitions | See below |
| 2(v) Engineer-in charge | Executive Engineer (C), BSNL CIVIL DIVISION, Jodhpur |
| 2(viii) Accepting Authority | Executive Engineer (C), BSNL CIVIL DIVISION, Jodhpur |
| 2(x) Percentage on cost of materials and Labour to cover all overheads and profit | 10 % (Ten Percent) |
| 2(xi) Standard Schedule of Rates | CPWD DSR-2018 as amended from time to time and further applied with reduction factor @ 110/115 on DSR-2018 schedule items. |
| 2(xii) Department | BHARAT SANCHAR NIGAM LIMITED (BSNL Civil Division, JODHPUR) |
| 9(ii) Standard BSNL Contract Form | BSNL W-8 as modified and corrected with up to date correction slips (1 to 5) as on the date of opening of tenders. |
| Clause 2 | |
| Authority for fixing compensation under Clause 2 | Executive Engineer (C), BSNL CIVIL DIVISION, Jodhpur |
| Whether Clause 2A shall be applicable | NO |
| Clause 3A | |
| Whether Clause 3A shall be applicable | NO |
| Clause 5 | |
| i) Time allowed for execution of work. | 01 (One) Month |
| ii) Authority to give fair and reasonable extension of time for completion of work. | Executive Engineer (C), BSNL CIVIL DIVISION, Jodhpur |
| Clause 6A | |

| | | |
|--|---|-------------------|
| Whether Clause 6A shall be applicable | NO | |
| Clause 7 | | |
| Gross value of work to be done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment. | 1st & final bill | |
| Clause 10 | | |
| Reinforcement steel to be used in the work shall have to be procured from: | TMT bars Manufactured by Primary producers e.g. SAIL, VIZAG,TISCO, RINL etc. | |
| Clause 11 | | |
| Specification to be followed for execution of work. | CPWD Specifications 2009 Volume I to II with up to date correction slips shall be followed. | |
| Clause 12 | | |
| 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) | -----DELETED----- |
| 12.1.2(iv) | Plus/ minus (+ / -) the % over the rate entered in the schedule of rates. | -----DELETED----- |
| Clause 16 | | |
| Competent authority for deciding reduced rates. | Joint Chief Engineer (C), BSNL Civil Circle, JODHPUR | |
| Clause 25 | | |
| Competent authority for conciliation | -----DELETED----- | |

| Clause 36(i) | | | | | | | |
|--|---|------------|--|--------------------|--------|--|-------------------------------|
| General guideline for fixing requirement of technical staff and rate of recovery in case of non-compliance, for a work, shall be as per the following table:- | | | | | | | |
| S. No. | Minimum qualification of Technical Representative | Discipline | Designation (Principal Technical/Technical representative) | Minimum Experience | Number | Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i) | |
| | | | | | | Figures | Words |
| 1 | Graduate Engineer | Civil | Principle Technical Representative | NIL | NIL | Rs. 10,000.00 per month | Rupees Ten thousand per month |
| | | | OR | | | | |
| 2 | Diploma Engineer | Civil | Principle Technical Representative | NIL | NIL | Rs. 10,000.00 per month | Rupees Ten thousand per month |
| The work is of maintenance nature and costing below 10 Lakhs, hence not required. | | | | | | | |
| CLAUSE NO. Clause -37 (i) | The rates quoted by the agency shall be inclusive of all types of taxes / levies / duty and GST including Labour Cess as applicable by the Govt., Goods and services tax as applicable on purchase of goods/services to be used in the work and other contractual workers welfare cess or any other tax or cess in respect of the contract shall be payable by the contractor. | | | | | | |

| Clause 42 | | |
|--|--|---|
| i) | Schedule / statement for determining theoretical quantities of cement & bitumen 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 Rs. 5 lakhs | 2 % minus |
| b) | Steel reinforcement and structural steel sections for each diameter, section and category. | 2 % minus |
| Star Prices to be considered for Escalation and Recoveries. | | |
| Sl. No | Material | Star Price (Rate in Figures and Words) |
| 1 | For Cement | |
| 2(a) | For Mild Steel | Nil |
| 2(b) | For Reinforcement Steel TMT bars conforming to IS. | |

Executive Engineer (C)
BSNL CIVIL DIVISION,
JODHPUR

**PERFORMA FOR AGREEMENT
(ON NONJUDICIALSTAMP 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.

3. 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.

4. **“The contract is subject to the jurisdiction of Court at JODHPUR (Rajasthan) only,” (Where the NIT/Tender has been issued)**

In Witness whereof the parties here to 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)

(Contractor)

OFFICIAL ADDRESS

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

i) Shris/o..... , And

ii) Shris/o.....etc..

For Companies

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

Executive Engineer (C)

BSNL CIVIL DIVISION,
JODHPUR

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 _____ of _____ (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. _____

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 up to _____ 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 Monthss 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 up to 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.

GENERAL INSTRUCTIONS

1. The entire work shall in general conform to the **C.P.W.D. Specifications for Works 2009 (Volume I to Volume II)** with all correction slips issued up to date as on the date of opening of tenders and description in the Schedule of Quantities, additional conditions, special conditions, additional specifications, latest relevant Bureau of Indian Standard codes and the drawings.
2. All the above quoted documents shall be considered complementary to each other. However in case of conflict among the various provisions, the following order of precedence shall be followed.
 - a) Provision in nomenclature of item in schedule of quantities, including drawings, if any mentioned therein.
 - b) Special Conditions.
 - c) Additional Conditions.
 - d) Additional Specifications.
 - e) C.P.W.D. Specifications.
 - f) Latest relevant B.I.S. codes
 - g) Drawings of the work not specifically mentioned in the nomenclature of the item.
 - h) The decision of the Engineer-in charge given in writing based on sound engineering practice and local usage shall be final and binding on the contractor
3. Where ever "C.P.W.D. Specification" is referred to in the tender documents, it shall mean "**C.P.W.D. Specifications for Works 2009 (Volume I to Volume II)** with all up to date correction slips as on the date of opening of tenders".
4. Wherever any reference to any Indian Standard Specifications (B.I.S.) occurs in the documents relating to this contract, the same shall be inclusive of all upto date amendments or revisions.
5. Where ever "D.S.R." is referred to in the tender documents, it shall mean "**C.P.W.D. Delhi Schedule of Rates 2018** with all up to date correction slips as on the date of opening of tenders".
6. The work shall be executed and measured as per Metric Dimensions given in the schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only).

Executive Engineer(C)
BSNL CIVIL DIVISION
JODHPUR

ADDITIONAL CONDITIONS & SPECIFICATIONS

GENERAL

The quoted rates for various items in the tenders shall be inclusive of all additional conditions and particular specifications and for adherence to all these conditions and specifications, no extra payment shall be made to the contractor. Any infringement and/or breach of these specification(s) and condition(s) etc. shall render the contractor liable to action(s) under various clauses of the contract and such action stipulated in conditions therein.

"A" ADDITIONAL CONDITIONS

1. The contractor shall maintain safe custody of materials bought to the site. The Contractor shall also employ necessary watch and ward establishment for the work and other purposes as required at his own cost.
2. For Cement and Steel and other materials, as prescribed, the quantities brought at site shall be entered in the respective material at site accounts and shall be treated as issued for maintenance of daily consumption.
3. The procurement of Cement and Reinforcement Steel, and their issue and consumption shall be governed as per conditions laid down hereunder.

3.1. Cement

- 3.1.1 The contractor shall procure **43 grade** (Conforming to IS: 8112) Ordinary Portland cement, as required in the work, from reputed manufactures of cement, having a production-capacity of one million tonnes per annum or more, such as A.C.C., L&T, Vikram, Shri Cement and cement Corporation of India, etc. as approved by Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. Supply of cement shall be taken in 50 kg. Bags bearing manufacture's name and ISI marking. Sample of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of the relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in - Charge to do so.
- 3.1.2. The Cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in- charge.
- 3.1.3 The Cement godown of the capacity to store about 2000 bags of cement or as decide by the Engineer-in-charge shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in –charge or his authorized representative and the key of other lock shall remain with the contractor. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-charge at any time.
- 3.1.4. The contractor shall supply free of charge the cement required for testing .The cost of tests shall be borne by the contractor/Department in the manner indicated below:
 - i. By the contractor, if the results show that cement does not conform to relevant BIS codes.
 - ii. By the Department, if the results show that the cement conforms to relevant BIS codes.

3.2. STEEL

3.2.1. The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of steel or from secondary producers and re-rollers having BIS License to produce CTD bars as specified in Schedule –F subject to following stipulations:

- (i) If it is provided in the agreement that steel is to be procured from primary producers and procurement of steel from secondary producers is allowed then a deduction based on the difference in market rate of steel from primary producers and secondary producers shall be made in the running/ final bills.
- (ii) However, if the stipulation is for procurement of steel from secondary producers then if the contractor uses steel from primary producers the same shall be allowed but nothing extra shall be payable on this account.

The procurement of TMT Bars conforming to relevant BIS codes shall be made from main producers as approved by the Ministry of steel or from secondary producers having BIS License to produce TMT bars as specified in Schedule–F subject to following stipulations:

- (i) If it is provided in the agreement that steel is to be procured from primary producers and procurement of steel from secondary producers is allowed by Engineer –in- charge then a deduction based on the difference in market rate of steel from primary producers and secondary producers shall be made in the running/ final bills.
- (ii) However, if the stipulation is for procurement of steel from secondary producers then if the contractor uses steel from primary producers the same shall be allowed but nothing extra shall be payable on this account.

The contractor shall have to obtain and furnish test certificate to the Engineer –in- charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer –in- charge as per the provisions in this regard in the relevant BIS codes. In case the test result indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work within; a weeks' time from written order from the Engineer –in- charge to do so.

*Deduction item made on account of use of steel from secondary producers instead of primary producers shall not be treated as sub standard work.

3.2.2. The steel reinforcement shall be brought to the site in quantity of lots as approved by the Engineer-in-charge.

3.2.3. The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes (diameters) and lengths shall be stored separately to facilitate easy counting and checking.

3.2.4. For steel procured from main producers or secondary producer, for checking nominal mass, tensile strength, bend test, etc. specimen of sufficient length shall be cut from each diameter of the bar at random at frequency not less than that specified below. In case of works costing more than Rs. 2 Crores and when the steel is procured from other than main producers, additional tests such as, retest, re-bend test, elongation test, proof stress may also be conducted.

| Size(Diameter) of bar | For consignment | |
|-----------------------|-------------------------------|-------------------------------|
| | Below 100 tonnes | Over 100 tonnes |
| Under 10m dia. | One sample for each 25 tonnes | One sample for each 40 tonnes |

| | | |
|-------------------|---|---|
| | or part thereof | or part thereof |
| 10mm to 16mm dia. | One sample for each 35 tonnes or part thereof | One sample for each 45 tonnes or part thereof |
| Over 16mm dia. | One sample for each 45 tonnes or part thereof | One sample for each 50 tonnes or part thereof |

3.2.5. The contractor shall supply free of charge the steel bars required for testing. The cost of tests shall be borne by the contractor/ Department in the manner indicated below:

- i. By the contractor, if the results show that the steel does not conform to relevant BIS codes.
- ii. By the Department, if the results show that the steel conforms to relevant BIS codes.

3.2 Coefficient of weight i.e. the weight per unit length of the steel procured by the contractor shall be ascertained at site before using it and certified by the Engineer-in-charge. In case weight per unit length is beyond the rolling margin as laid down in the BIS: 1786, the steel will be rejected and shall be removed from the site of work within; a week's time from written order from the Engineer-in - Charge to do so. In case weight per unit length is more than the standard coefficient of weight for the diameter, but is within the rolling margin , then the payment shall be made as per the standard weight per unit length, and, where the weight per unit length is lesser than the standard coefficient of weight for the diameter, but is within the rolling margin ,the payment shall be restricted with respect to the actual weight per unit length of the diameter.

3.3 The standard sectional weights referred to in standard table under para 5.3.3, page 75 of the revised CPWD specifications 2002 for cement mortar , cement Concrete and RCC works, are to be considered for conversion of length of various sizes of Steel Reinforcement bars into weight and are reproduced below ready reference.

| SIZE (mm) | WEIGHT (Kg/M) | SIZE(mm) | WEIGHT (Kg/M) |
|-----------|---------------|----------|---------------|
| 6 | 0.222 | 20 | 2.470 |
| 8 | 0.395 | 22 | 2.980 |
| 10 | 0.617 | 25 | 3.850 |
| 12 | 0.888 | 28 | 4.830 |
| 16 | 1.580 | 32 | 6.310 |
| 18 | 2.000 | 36 | 7.990 |

3.4 The actual issue and consumption of steel and Cement on the work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.

3.5 Steel and Cement brought to site and remaining unused shall not be removed from site without written permission of the Engineer-in-charge.

3.6. Cement used in ready mix concrete shall be evaluated based on the certification by the in-charge of the RMC plant in accordance with design approved by the Engineer in-charge.

4. No payment shall be made to the contractor for any damage caused during the execution of work because of cause(s) not covered under clause 43 of the contract .The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.

5. Some restrictions may be imposed by the security staff etc. on the working and/ or movement of labour, materials etc. and the contractor, shall be bound to follow all such restrictions / instructions and nothing shall be payable on this account.

6. The contractor shall comply with proper legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable and nothing extra shall be payable on this account. The work shall be carried out without infringing on any of the local municipal bye-laws.

7. The contractors shall given a performance test of the entire installations as per standard specifications before the work is finally accepted and nothing extra what so ever shall be payable to the contractor for the tests.
8. The contractor shall engage licensed plumber for sanitary, water supply, drainage work and also get all the materials and system (including the materials supplied if any, by the department) tested by the municipal authority, whenever required, at his own cost including testing fees, transport etc. According to Municipal by Laws. The contractor shall produce necessary certificate from Municipal Authorities after completion of work. Nothing extra will be paid on this account. The contractor shall execute the guarantee for removal of defects after completion in respect of water supply and sanitary installation.
9. The water supply sanitary installation and drainage work shall be carried out in a manner complying in all respects with the requirement of relevant by laws of the local municipal authority of the place at no extra cost of department.
10. The rate for every item of work to be done under this contract shall be for all heights, depth, lengths, and width of the structure (except where specially mentioned in the item) and nothing extra will be paid on this account.
11. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards such as day and night boards, speed limit boards and flags, red lights and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. no hindrance shall be caused to traffic during execution of work .nothing extra shall be paid on this account.
12. The contactor will work in close liaison, during the works, with other contractor of water supply, sanitary, drainage arrangements, electrical installation and any other works and adjust his work plan accordingly.

13. Other Taxes and Royalties

- 13.1. Income Tax and surcharges over Income Tax etc. at the rates fixed by the Ministry of finance, Government of India, shall be deducted from all the running and final bills of the contractor. Should there be any increase in rate of Income Tax and surcharge during execution of the contract, 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.
- 13.2. The rates quoted by the agency shall be inclusive of all types of taxes / levies / duty and GST as applicable by the Govt. including Labour Cess and nothing extra shall be payable on such account.
- 13.3. Royalty shall have to be paid by the contractor on all materials such as stone, bricks, boulders, metal, shingle, bajri, stone aggregate, coarse sand and fine sand etc. or any other materials used for the execution of the work direct to the Revenue Authority of the District/State Govt. concerned. The contractor shall obtain “No Demand” certificate from the District/State Govt. authority concerned before the final bill is paid, failing which necessary recovery will be effected at the applicable rates in the final bill

14. Secured Advance:

- 14.1. Secured advance on bricks, stone, stone aggregate brought at site for use in the work shall be paid only after receipt of satisfactory test results from the laboratory and provisions under rules.
- 14.2. Secured advance on steel doors, steel windows, etc. shall be paid only after the Engineer-in-Charge has personally verified that the materials brought at site of work, for use in work, conforms to the sample approved by him.
- 14.3. Secured advance whenever admissible on water supply, sanitary installation materials and fittings shall be allowed only after the Engineer-in-Charge has verified that materials brought at site have been checked by him personally and are in conformity with the samples approved by him.
- 14.4. Secured advance for terrazzo tiles Shall be paid only after satisfactory results are received from the laboratory.

“B” ADDITIONAL SPECIFICATIONS

1. GENERAL

1.1. The Work shall, in general, conform to the CPWD' Specifications. **The CPWD specifications shall mean “C.P.W.D. Specifications - 2009 (Volume I to Volume II) with all up to date correction slips as on the date of opening of tenders”.**

Should there be any difference between the specifications mentioned above and the specifications given in the schedule of quantities, the later shall prevail.

1.1.2. If the specifications for any item are not available in the CPWD Specifications cited above, relevant BIS Specifications should be followed.

1.1.3 In case BIS Specifications are also not available, the decision of Engineer-in- Charge given in writing based on acceptable sound engineering practice and local usage shall be final and binding on the contractor.

1.2 The work will be carried out in accordance with the architectural drawings and structural drawings to be issued by the Engineer-in-Charge the structural and architectural drawings shall have to be properly correlated before executing the work.

1.2.1. In case of any difference noticed between Architectural and Structural drawings, the contractor shall obtain final decision in writing of the Engineer-in-charge.

1.2.2 In case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings relating to the relevant item, former shall prevail unless otherwise given in writing by the Engineer-in-Charge.

1.3 For items where so desired, samples shall be prepared before starting the particular items of work for prior approval of the Engineer-in-Charge and nothing extra shall be payable on this account.

1.4 Materials brought at site of work shall not be used in the work before getting satisfactory Mandatory test results. For details, relevant provisions in the CPWD specification shall be referred to.

1.4.1. Wherever it is desired to procure factory-made materials, such factory-made materials shall be procured from reputed and approved manufacturers or through their authorized dealers. The contractor shall obtain the approval from the Engineer-in-Charge of such firms prior to procurement of such factory -made materials. The Engineer-in-charge may, at any stage, inspect such factories/ manufacturing units. The contractor shall have no claim if the factory made materials brought to the site are rejected by the Engineer-in-charge in part or in full due to bad workmanship/ quality etc. even after the inspection of the manufacturing units.

1.4.2 The manufactured materials brought at site of work shall, in general, conform to the relevant specifications. The source for supply of the manufactured materials shall be approved by the Engineer-in-charge. The contractor shall have no claim if the manufactured materials brought to the site are rejected by the Engineer-in-charge in part or in full due to bad Workmanship/ Quality etc.

1.4.3 The preference amongst the various alternative materials available shall be as follows:

- (a) The materials shall be as per the Brand specified to be used in the work.
- (b) If the Brand specified material is not available then the material shall be ISI marked.
- (c) If ISI marked item is not available then it should be from ISO certified company.
- (d) If the ISI marked or ISO certified items are not available then the best available items in the

market to be procured.

1.4.4. Equivalents for the various materials and the materials of approved make shall be got approved from the Engineer-in-Charge of work in writing before using them on the work.

2. The following modifications to the above specifications shall, however, apply.

2.1. Earth Work

- 2.1.1. During excavation and trenching work etc., the contractors shall ensure compliance to the guidelines in such matters laid down by the local body / bodies to ensure that there is minimum hazard to the operating personnel's and users, minimum inconvenience to the users, minimized damage to the underground plant/services of other utilities in a coordinated way, in the interest of public convenience and overall safety.
- 2.1.2. Any trenching and digging for laying sewer lines/ water line/ cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.
- 2.1.3. Surplus excavated earth which is beyond the requirement or the B.S.N.L. shall have to be disposed of by the contractor at his own cost beyond the municipal limits or at places identified by the local bodies or as directed by the Engineer-in-Charge after obtaining written permission of the Engineer-in-Charge and no payment will be made by the Department for such disposal or this surplus excavated earth.
- 2.1.4. The contractor shall, at his own expense and without extra charges, make provision for all shoring, pumping, dredging or bailing out water, if necessary, irrespective of the source of water. The foundation trenches shall be kept free from water while all the works below Ground Level are in progress, without any extra payment.

2.2. Reinforced Cement Concrete Work & Plain Cement Concrete- General

- 2.2.1. Stone Aggregate. Stone aggregate to be used in work shall be of hard broken stone to be obtained from source approved by Engineer-in-Charge and shall conform to the relevant provisions in the CPWD Specifications.
- 2.2.2. Fine Sand / Coarse Sand: Fine sand/ Coarse sand to be used in the work shall be obtained from sources approved by Engineer-in-Charge and shall conform to the relevant provisions in the CPWD Specifications.
- 2.2.2.1 Where only one variety of sand is available, the sand will be sieved for use in finishing work to achieve the required particle size distribution as per CPWD Specifications in order to obtain smooth surface and nothing extra shall be paid to the contractor on this account

2.2.3. Water: - It shall conform to requirements laid down in IS 456-2000 and CPWD Specification.

2.3. **R. C. C. work (Design Mix Concrete)** - Wherever the RCC work is specified to be done with Design Mix Concrete, the particular specifications, as applicable, shall apply.

2.4. **R.C.C. Work (Nominal mix concrete)- Water-Cement Ratio:** - For RCC Works, wherever nominal mix of concrete is stipulated In the items for work, for maintaining proper quality and durability requirements of the structure, maximum water-cement ratio shall be restricted to 0.55 If in normal course of work, the required workability is not achieved; suitable plasticizers/ admixtures may be used for improving the workability of concrete With the

- approval of Engineer-in-Charge for which nothing extra shall be paid.
- 2.5. **Non-destructive Testing for Concrete/RC.C Work:** - The Engineer-in-charge shall, at his discretion, get the non-destructive testing (Such as Ultrasonic Pulse Velocity Test etc.) done and the Contractor shall make all necessary arrangements for getting such tests done and make good the same after the test, for which nothing extra shall be paid. The results of such tests shall be binding on the Contractor. In case of non-conformity of the test to the standards, the contractor shall be liable to re-do the concrete work at his cost including the cost of test, subject however to the acceptability of the work as laid down in the mandatory test defined in the relevant CPWD specifications.
- 2.6. Cement slurry, if any, added over base surface (or) for continuation of concreting for better bond is deemed to have been in built in the items (Unless other wise explicitly stated) and nothing extra shall be payable (or) extra cement considered in consumption on this account.
- 2.7. **Centering and Shuttering For R.C.C Work:** - The concrete surface shall be free from honey combing, offsets, superfluous, mortar, cement slurry and foreign matter. The formwork shall be assembled in such a way 'as to facilitate removal of their parts in proper sequence without any damage to the exposed cement concrete surfaces and corners etc. The contractor shall keep skilled staff for special care and supervision to check the formwork and concreting so that every member is made true to its size, shape, level and alignment so that it does not result in any deformation, snag, buldges etc. The contractor shall also take suitable precautionary measure to prevent breaking and chipping of corners and edges' of completed work until the building is handed over. The size of shuttering plates for slabs shall not be less than 0.6m x 0.9m in general. However, contractor has to provide tape or wooden fillets or rubber gaskets to seal the joint properly to get smooth surface. Further shuttering shall be of such quality that there are no undulations and surfaces will be fairly even and no extra thick ceiling plaster shall be permitted to make the surface even. Any honey-combed: or poorly formed concrete shall be repaired with polymer concrete of any suitable design by the Contractor at his own cost, in accordance with, the specifications laid down in hand book of Repairs and Rehabilitation of RCC buildings by CPWD.
- 2.8. **BRICK WORK:** - Bricks used in the work shall be F.P.S. to be obtained from kilns approved by Engineer-In-Charge. In all other respects they shall conform to the provisions in CPWD specifications.
- 2.9. **STONE WORK:** Stone used for stone masonry work shall be hard granite/ basalt/ quartz stone/sand stone to be obtained from quarries approved by Engineer-In-Charge and shall conform to the relevant provision in the CPWD specifications.
- 2.10 . All above materials like stone aggregates, coarse, fine sand, bricks, surkhi stone etc. conforming to the CPWD specifications to be brought from the sources approved by Engineer-In-Charge. In case, at any stage during execution of work, the material from the approved source being not available or otherwise, and, is required to be arranged from other sources conforming to relevant CPWD specifications and duly approved of Engineer-in-charge, involving extra lead etc. nothing extra shall be paid on this account.
- 2.11 **WOOD WORK:** - Timber required for manufacture of chowkhats and shutters for doors, windows, ventilators, and partitions etc. in the work shall be kiln seasoned and preservative treated. The Timber shall be kiln seasoned before applying preservative treatment. The rate quoted for various Items shall be inclusive of kiln -seasoning and preservative treatment of wood. The wood used in the work shall conform to the provisions in the CPWD Specifications for works.
- 2.12 **FACTORY MADE SHUTTERS** etc.:- The shutters for doors, windows & ventilators, and, chowkhats etc. shall be factory made and obtained from suppliers approved by the Engineer-in-Charge.

- 2.13 **STEEL WORK:** - All steel doors, steel windows, steel ventilators, wire gauge, steel glazing, and steel grill shall be according to the Architect's detailed drawings and factory made and obtained from approved suppliers.
- 2.13.1. In the case of composite steel windows the rates shall include the cost of coupling mullion and transom etc. Where windows with inside openable shutters are fixed along-with windows with shutters openable outside, such inside openable windows shall be fitted with suitable friction hinges and openable outside with box type hinges. lever handles or otherwise as approved by the Engineer-in-Charge of the work. For such windows, cement concrete blocks of size 15cmx 10cmx 10cm shall be provided. Nothing extra shall be paid on this account.
- 2.13.2. In the case of steel windows and doors, steel glazing, wire gauge steel ventilators, rolling shutters, grills etc. an approved quality-priming coat of zinc chromate shall be applied over and above shop coat of primer. Nothing extra shall be payable for providing Shop-coat primer.

2.14. Sanitary and Water supply installations

The contractor shall engage licensed plumber for sanitary, water supply, drainage work and shall be carried out in manner complying in all respects with the requirement of relevant by laws of the local municipal authority. The Contractor shall give a guarantee to the effect that the, work shall remain structurally stable and shall guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc. The Contractor shall furnish a Guarantee Bond, as per prescribed format. The Guarantee Period shall be for 10 (Ten) years.

- 2.15. Approval of sample work of repetitive/ typical nature prior to general execution of work shall be as enumerated hereafter.
- 2.15.1. Samples of typical portion of the works of repetitive nature such as typical room, toilet room, or any other work shall be prepared by the contractor under the directions and to the satisfaction of Engineer-in-Charge and got approved from him in writing before the commencement of these items for the entire work.
- 2.15.2 The work shall be so arranged to be carried out that the requirement for preparation of samples are observed and fulfilled without any detriment to the general progress of work. In other words, this will not allows having any effect on the general progress of work or on any of the terms and conditions of the contract. No claims of any kind whatsoever including the claim of extension of time will be entertained due to the incorporation of this requirement.
- 2.16. **FLOOR TEST FOR TELEPHONE EXCHANGE BUILDINGS** - The floor of Technical rooms in the T.E. buildings shall be laid in such a way that the limits in floor levels would not be exceeded as follows.
- (i) The levels at any places when checked over a distance of one metre in any direction would not show variation in floor levels in excess of 3mm.
 - (ii) The levels if checked over a distance of 4 metre in any direction shall not to exceed 5mm.
 - (iii) The maximum permissible variation in the levels at any two points more than 4 meters away in any direction in the same room shall not be more than 8mm.
 - (iv) Floor levels shall be taken at every metre and recorded in a "Level chart" for flooring in all technical room This shall be checked, prepared and Certified by the Assistant Engineer-in-Charge of the work and contractor. this level chart shall be checked by the Engineer-in-Charge of work to satisfy himself that levels in the floors of 'technical rooms are with in the variation limits laid down at i) to iii) above.
- 2.16.1 No. payment of flooring in Technical room shall be allowed till "Level Chart" is prepared and meets the requirements of levels mentioned above.

2.17 TEST RESULTS & RELATED ASPECTS

- 2.17.1 Normally, part-rate payment shall be allowed in the running account bills only if the

materials conforming to the CPWD specifications for works as mentioned in the work are tested and test results are found to be satisfactory by the Engineer –in- charge.

- 2.17.2 The Engineer –in- charge of work shall check the test results and satisfy himself before allowing any payment in the running / final bill.

2.18. WATER PROOFING: -

- 2.18.1. Treatment for roof surfaces: - The treatment of Roof Surfaces, wherever done with integral cement based compound (Brick-coba), the particular specifications shall be applicable
- 2.18.2. The Contractor shall associate him self with the specialized firm, to be approved by the Engineer'-in-charge, for execution of water proofing treatment. The contractor shall furnish a Guarantee Bond, as per prescribed format, from the specialized firm and duly counter-signed by the contractor as a token of overall responsibility. **The Guarantee Period shall be for 10(Ten) Years.**
2. 18.3. Ten percent of the cost of items of water proofing treatment for sunken floors and on roofs would be retained as guarantee to watch the performance of the work done. However half of the amount withheld would be released after (5) live years. if the performance of the work done IS satisfactory. If any defect is noticed during the guarantee period, it Should be rectified by the contractor within seven days, and if not attend to, the same will be got done from another agency at the risk and cost of the contractor. However this security deposit can be released in full, if bank guarantee of equivalent amount for 10(ten) years after completion of maintenance period is produced and deposited with the BSNL.

"C" PARTICULAR SPECIFICATIONS

1.1. Treatment for roof surfaces: -

For treatment of Roof Surfaces with integral cement based compound (Brick-coba), following specifications shall be applicable. This item shall be got executed from specialized agency to be got approved from Engineer-in-charge: -

- 1.1.1. The bricks bats shall be from over burnt bricks. The proprietary water-proofing compound shall bear I.S.I. mark and shall conform to IS: 2645. Before execution of work water proofing compound has to be brought to and a certificate of its conforming to IS code Should be produced. The proprietary water-proofing compound shall be added at the rate recommended by the specialist firm but not exceeding 3 percent by weight of cement. The Engineer in charge reserve the right to collect the random sample from material brought at site and get it tested from laboratory of his choice. The material which does not conform to the specification shall have to be removed forthwith by the contractor.
- 1.1.2 The finished surface after water proofing treatment shall have minimum slope of 1 in 80. At no point shall the thickness of water proofing treatment be less than 65mm. '
- 1.1.3 While treatment of roof surface is done, it shall be ensured that the outlet drain-pipes have been fixed and mouths at the entrance have been eased and round off properly for easy flow of water. '
- 1.1.4 The surface 'where the water proofing is to be done shall be thoroughly cleaned with wire brushes. All loose scales mortar splashes etc. shall be removed and dusted off. The surface shall be treated with neat cement slurry admixed with proprietary water proof compound to penetrate into crevices and fill up all the pores in the surface. The cement slurry shall be applied at the junction of parapet and terrace slab including the vertical face of the parapet.
- 1.1.5 After the slurry coat is laid, layer of over burnt brick bats shall be laid in cement mortar of mix as specified by specialist firm but not leaner than 1 :5(1 cement: 5coarse sand) admixed with proprietary water proofing compound to required gradient and joints filled to half the depth. The bricks bat layer shall be rounded at the junctions with the parapet and tapered towards top for a height of 300mm curing of this layer be done for 2 days.

- 1.1.6 After curing the surfaces shall be applied with a coat of cement slurry admixed with proprietary water proofing compound.
- 1.1.7 Joints of bricks bat layer shall be filled fully with cement mortar of mix as specified by the specialist firm but not leaner than 1:5 (1cement: 5 coarse sand)admixed with proprietary water proofing compound and finally top finished with average 20mm thick layers of cement mortar: 1 :4 (1 cement:4 coarse sand) and finished smooth with cement slurry mixed with proprietary water proofing compound. The finished surface shall have marking of 300x300mm false squares to give the appearance of tiles.
- 1.1.8 Curing of water proofing treatment shall be done for a minimum period of weeks by flooding the water by making kiaries etc.
- 1.2 **MEASUREMENTS:** The measurement shall be taken for plan area of terrace only, Length and breadth shall be measured correct to 1 cm. And area shall be worked out to nearest 0.01 sqm, No deduction in measurement shall be made for either opening or recesses for chimney, stacks roof lights and the like of area upto 0.01sqm not anything extra shall be paid for forming such openings. For similar areas exceeding 0.10 Sqm, deduction will be made in measurements for full openings and nothing extra shall be paid for making such opening.
- 1.3 **Rates: The rates shall include the cost of all labour and materials involved all the taxes including GST and GST Cess.**
2. **CHECK LIST FOR QUALITY ASSURANCE:** For works with estimated cost Rs.10 Lakhs and above, quality Assurance Check list for Back Filling, Plain Cement Concrete, Shuttering, Reinforced Cement Concrete and Structural Steel fabrication as available in BSNL W-8 shall form a part of the Tender Document. Compliance of this Quality Assurance Check List shall be before release of the payment.

LIST OF PREFERRED BRANDS TO BE USED

| SN | Items | Brand Name |
|----|---|---|
| 1 | TMT Bars manufactured by Primary producers | TATA TISCON, SAIL, RINL |
| 2 | Synthetic enamel paint/All paint/distempers | Nerolac, Berger, Asian |
| 3 | Aluminium Sections | Jindal. Hindalco |
| 4 | Flush Door shutters | ISI marked as approved by the Engineer in Charge. |
| 5 | Ceramic Tiles | Kazaria, NITCO, SOMANY |
| 6 | G.I Pipes | Jindal, Tata |
| 7 | Block Board/Commercial Ply | Century, Dura, Green |
| 8 | Sanitary fittings | Hindware, CERA, Paryware |
| 9 | C.P fittings | Jaquar, Ess Ess or equivalent |
| 10 | Water Storage Tank | Sintex, Diplast |
| 11 | Aluminium fittings | Classic, Everite |
| 12 | Float Glass | Saint Gobain, Modi |

I/We hereby undertake that I/we/my authorized representative have received the copy of the stated list (along with the tender documents) of brand names of various items to be used for the above work and I/we shall quote my rates of various items accordingly.

(Signature of the Contractor or his authorized representative authorized to receive the tender

Executive Engineer(C) ,

UNDERTAKING FOR NO NEAR RELATIVE IN BSNL, RAJASTHAN

(TO BE GIVEN BY EVERY TENDERER)

I/We.....S/o Sh.....Resident of
.....hereby certify that none of my near relative (s) as under is / are employed in territorial jurisdiction of BSNL Telecom Circle, Rajasthan in any capacity i.e. either Non-Executive or Executive employee.

- a) Members of a Hindu undivided family.
- b) Husband/ wife
- c) Father
- d) Mother
- e) Son(s)
- f) Son's wife (Daughter-in-law)
- g) Daughter(s).
- h) Daughter's husband (Son-in-law).
- i) Brother
- j) Brother's wife.
- k) Sister(s)
- l) Sister's Husband (Brother-in-law)

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.

Signature of Tenderer

Note:

In case of a partnership firm this Certificate is to be signed by all Partners / directors of the company.

UNDERTAKING FOR NON SUBMISSION OF PHYSICAL BID DOCUMENT/TECHNICAL BID

I/We.....
S/o Shri..... Resident
of.....hereby certify that “If I/We do not submit the physical
bid documents / Technical Bid consecutively three times after submission of online bid, it shall be treated
as breach of condition and action shall be taken to withdraw my/our enlistment / debar me/us from
tendering in BSNL for six months.”

SIGNATURE OF CONTRACTOR

**Correction Slip No. 6
(To GCC for Civil Works-2006)**

| Clause No. | Present Provision | Modified Provision |
|------------------------|--|---|
| <p>Clause 7</p> | <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 <u>10th</u> working day after the date 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 <u>ten</u> working days will be extended to <u>fifteen</u> working days.</p> <p>All such interim payment---- detailed measurement thereof.</p> | <p>No change</p> <p>The amount admissible will as far as possible be 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 <u>thirty</u> working days will be extended to <u>forty five</u> working days.</p> <p>No change</p> |

BID SECURITY DECLARATION FORM

To,
Executive Engineer(civil)
BSNL Civil Division,
Jodhpur.

I/We understand that , according to your conditions, bids must be supported by a bid security Declaration.

I/We accept that I /we may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am / we are in a breach of any obligation under the bids conditions because I/We

a) have withdrawn /modified/amended impairs or derogates from the tender , my /our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our bid by the purchaser during the period of bid validity (i)fail or refuse to execute the contract , if required , or (ii) fail or refuse to furnish the performance security in accordance with the instructions to Bidders.

I/We understand this bid security declaration shall cease to be valid if I am/ We are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful bidder or (ii) thirty days after the expiration of the validity of my /our Bid.

Yours faithfully,

(Tenderer)

(Tenderer' signature along with seal)

Name:

Note: In case of partnership firm this certificate is to be signed by the all partners / directors of the company.

SCHEDULE OF QUANTITY

| Name Of Work:- Cleaning and Repairing of Underground Water Storage Tanks of B.S.N.L. T.E. Buildings & Staff Quarters and Cleaning of Over Head Water Storage Tanks of T.E. Buildings in Jodhpur City.(2021-22) | | | | | |
|--|---|----------|------|-----------|-------------|
| S.No. | Description of Item | Quantity | Unit | Rate (Rs) | Amount (Rs) |
| 1 | Sub-Head :Finishing Work : | | | | |
| 1.a | 20 mm cement plaster of mix : 1:4 (1 cement: 4 coarse sand) | 50.00 | Sqm. | | |
| 1 | <u>SH: Repair to Building</u> | | | | |
| a) | Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. meters and under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50metres lead : With cement mortar 1:4 (1cement: 4 coarse sand). | 30.00 | Sqm | | |

| | | | | | |
|---|--|----------|-------|--|--|
| 2 | <p>Cleaning of terrace/loft water storage tank (inside surface area) upto 2000 litre capacity at all heights with coconut brushes, duster etc.,removal of silt, rubbish from the tank and cleaning the tank with fresh water disinfecting with leaching powder @ 0.5gm per litre capacity of tank including marking the date of cleaning on the side of tank body with the help of stencil and paint and disposing of malba all complete as per direction of Engineer-in-Charge. (The old date already written on tank should be removed with paint remover or black paint and if date is not written with the stencil or old date is not removed deduction will be made @ Rs. 0.10 per litre) (if during cleaning any GI fittings or ball cock is damaged that is to be repaired by contractor at his own cost and nothing extra will be paid on this account).</p> | 50000.00 | Litre | | |
| 3 | <p>Cleaning of under ground sump, Over Head R.C.C. Tank (independent staging) including disposal of slit and rubbish, all as per direction of Engineer-in-Charge. The cleaning shall consist following operations:-</p> <p>(i) Tank shall be emptied of water by pumping & bottom shall be cleaned of slit and other deposits.</p> <p>(ii) Entire surface area of the sump shall then scrubbed thoroughly with wire brush etc. and pressure washed withwater.</p> <p>(iii) Chlorination of RCC internal surface by liquid chlorine.</p> <p>(iv) The treated surface shall be dried using air jetting and all loose particles shall be removal from the surface.</p> <p>(v) Finally the surface shall be treated with ultraviolet radiation etc. as per direction of Engineer-in-Charge.</p> | 1000.00 | Sqm. | | |
| | <p>Sub-Head :Miscellaneous Work :</p> <p>-</p> | | | | |

| | | | | | |
|--------------|--|-------|-------|--|--|
| 1 | Supplying of epoxy bonding agent like PIDICRETE URP of Dr. FIXIT or ROFF brands of PIDILITE or STP or equivalent material as a bonding agent at site as per direction of Engineer - in - Incharge. | 12.00 | Litre | | |
| 2 | Extra for providing and applying a Dr. Fixit Crack-powder with mixing epoxy bonding agent like PIDICRETE URP of Dr. FIXIT or ROFF brands of PIDILITE or STP or equivalent material as a bonding agent to repair crackes in masonry/ plaster in external and internal plastered surface of buildings. The mix can be applied at plaster consistency and as per manufacturer ' s & specifications and as per direction of Engineer - in - Incharge. (Note:- The Dr. Fixit Pidicrete URP or Dr. Fixit Pidicrete MPB shall be paid in separate item) | 8.00 | Kg | | |
| TOTAL | | | | | |

Executive Engineer(C)

BSNL Civil Division

Jodhpur