



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

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

NOTICE INVITING e-TENDER

NIT No. 109/EEC/BSNL /JP/2023-24

NAME OF WORK: Repainting of BSNL Buildings and newly allotted staff quarters under jurisdiction of CSD-III, Jaipur for Two months (No.3 2023-24)

CERTIFIED THAT THIS E-TENDER CONTAINS PAGES FROM 1 To 42 AND NO PAGE IS MISSING OR TORN.

Executive Engineer (Civil)
BSNL Civil Division
Jaipur.

NAME OF WORK:- Repainting of BSNL Buildings and newly allotted staff quarters under jurisdiction of CSD-III, Jaipur for Two months (No.3 2023-24)

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INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

1. The intending bidder must read the terms and conditions of BSNL-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. **Information and instructions for bidders posted on website www.etenders.gov.in/e procure/app shall form part of bid document. If not registered, the bidders can enroll themselves on the website <http://e procure.gov.in> by clicking the option “e procure – On line Bidder Enrollment”. Possession of a Valid Class III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <http://e procure.gov.in> under the link “e procure- -Information about DSC”.**
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.e procure.gov.in
4. The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed deposit receipts/ Bank Transaction Details with UTR Number towards cost of bid document and EMD in favour of **Accounts Officer (Cash), O/o PGM TD, BSNL JAIPUR or online payment as per details of account on page 6 & 7 of this NIT.**
5. Those contractors not registered on the website mentioned above, are required to get registered beforehand.
6. The intending bidder must have valid class-III digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of JPG format and PDF format.
9. **Contractor must ensure to quote rate of each item. Therefore, if a cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO)”.**
10. **Conditional tender shall be rejected.**
11. SC/ST contractors enlisted under class-V category are exempted from processing fee payable.
12. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.
13. The intending bidder shall have to associate an Electrical agency of respective class for execution of Electrical component.

List of Documents to be scanned and uploaded within the period of bid submission:

1. Demand draft/Pay order or Banker's Cheque/Deposit at Call Receipt/FDR/ Bank Transaction Details with UTR Number against EMD.
2. Demand draft/Pay order or Banker's Cheque / Bank Transaction Details with UTR Number of any Scheduled Bank towards cost of Bid document.
3. Valid Enlistment order.
4. Certificates of Work Experience (If applicable for B S N L & Non B S N L registered contractor).
5. **GSTIN Registration certificate issued by the competent authority**, Employee Provident Fund Registration No./ Undertaking for obtaining EPF registration number from EPF authority.
6. Near relative certificate as stipulated in Notice Inviting Tender.
7. Any other documents as specified in the press notice
8. Partnership deed if any.
9. Affidavit in compliance with Para 1.3.7 (If required).

**Executive Engineer (Civil)
BSNL Civil Division
Jaipur.**

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
PRESS NOTICE INVITING E-TENDER

The Executive Engineer(Civil), BSNL Civil Division, Jaipur on behalf of Bharat Sanchar Nigam Limited invites item rate e-tender for the following works:-

NIT No. 109/EEC/BSNL /JP/2023-24

Name of work :- Repainting of BSNL Buildings and newly allotted staff quarters under jurisdiction of CSD-III, Jaipur for Two months (No.3 2023-24)

Estimated Cost : - Rs. 1,97,717.00

Earnest Money :- Rs. 3954.00

Period of Completion : - Two Months.

Last Time and Date of Submission of e-tender: - **15:00 Hrs. on 13.02.2024**

The e-tender forms and other details can be obtained from the website www.etenders.gov.in/eprocure/app and www.rajasthan.bsnl.co.in

Executive Engineer (Civil)

BHARAT SANCHAR NIGAM LIMITED(A GOVERNMENT OF INDIA ENTERPRISE)
BSNL-6 FOR e-TENDERING**NIT No. 109/EEC/BSNL /JP/2023-24****Dated:- 02.02.2024**

1.1 Item rate E-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, DOT (Civil Wing), DOP (Civil Wing), CPWD, MES, Rajasthan state PWD (B&R) and central / State Government undertakings & specialised agency 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 “Repainting of BSNL Buildings and newly allotted staff quarters under jurisdiction of CSD-III, Jaipur for Two months (No.3 2023-24)”

The work is estimated to Cost **Rs. 1,97,717.00**

1.2 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.1.3.6 of this NIT(If applicable), affidavit with the appropriate authorities** subject to the following relaxations:-

1.3 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.

1.3.1 A self attested copy of such application shall be submitted by him/ them within 15 days of issue of acceptance of Bid by BSNL.

1.3.2 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.

1.3.3 Ist R.A. Bill shall be made only after submission of EPF registration certificate.

1.3.4 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.

1.3.5 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.

1.3.6 Criteria of eligibility for issue of tender documents for non BSNL registered contractors
For works upto 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%)*

For the purpose of this clause 'Similar work' means “Building with RCC foundation or RCC works, Addition/alteration to buildings, construction of Compound wall, executed for central / State Govt / Public sector undertakings.”

1.3.7 **Special condition for Execution of Environmental works**

The above work consists of works i.e. false ceiling, wall panelling & raised flooring and other allied works. Therefore, the **successful tenderer** will have to get the environmental work

executed through a specialized agency, having experience of execution of such type during last seven years ending last day of month previous to one in which the tenders are invited, with the approval of the Engineer in charge. Further for establishing that the said agency is specialized agency, the certificate given to him by the contractors (for whom the said specialized agency had done Environmental Work, tower erection & painting work) will be sufficient to establish that the said Environmental Work, agency is a specialized agency. **The contractor shall submit the name of associated specialised agency fulfilling the above condition within 7 days of award of the work.**

To become eligible for bidding, the bidder shall have to furnish an affidavit as under:-
I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in BSNL in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee (Scanned copy to be uploaded at the time of submission of bid).

1.3.8 It is mandatory for Non-BSNL contractors to upload the work experience certificates and the affidavit for all contractors as per the provisions of clause 1.3.6 & 1.3.7

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 form, which will form part of the agreement.

3.0 The time allowed for carrying out the work will be **Two Months** 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**

Bid documents consisting of 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 and other necessary documents can be seen on BSNL website: www.etenders.gov.in/eprocure/app and www.rajasthan.bsnl.co.in

(i) The last date of submission of bid online will be **13.02.2024** up to **15:00** Hrs.

(ii) The last date of submission of physical bid documents/ **TECHNICAL BID** will be **14.02.2024** up to **15:00** Hrs. and opening of Physical document on the same day at **15:30** Hrs.

(iii) The date and time for opening of **FINANCIAL BID** (on Line) will be **intimated later**.

5.0 After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

6.0 While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times(he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

7.0 When bid are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.

8.0 A) **Tender Cost & EMD shall preferably be submitted through online payment mode in BSNL Current account (collection) as per following Account holder name - A.O. Cash (Central), PGMTD, Jaipur, Address - C/O AO (Cash) Collection, O/o The PGMTD, BSNL, Room No. 505, 5th Floor, Amnity Block, M.I. Road, Jaipur Bank**

account No. 42750 10100 36779 of Union Bank of India, M.I. Road, Jaipur IFSC code UBIN0542750 , MICR Code 302026003 , PAN of BSNL AABC5576G, GSTIN No. 08AABC5576GLZ1

B) Original Tender Cost & EMD (If not submitted through e-payment mode), then are required to be submitted by bidder offline in Banker's cheque/deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/Demand draft of a Scheduled bank issued in favour of Accounts Officer (Cash), O/o PGMTD, BSNL, Jaipur payable at Jaipur, in the O/o Executive Engineer (C), BSNL Civil Division, Jaipur, on any date before or within 5 days of bid submission end date failing which the tender bid (If already opened on basis of scanned copies uploaded in Electronic Envelope No-I i.e. Technical Envelope), shall be rejected.

9.0 Earnest money 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 (drawn in favour of **Accounts Officer (Cash), O/o PGMTD, BSNL, Jaipur** shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of Executive Engineer(C), BSNL Civil Division, **Jaipur**. 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 which is to be scanned and uploaded by the intending tenderer. Interested contractors who wish to participate in the bid had also to make following payments in the form of demand Draft/Pay order or Banker's cheque of any scheduled Bank and to be scanned and uploaded to the e-Tendering web site within the period of bid submission.

- (i) Cost of Bid document: **Rs. 500/- + 18% GST = Rs. 590/- (Non-refundable) drawn in favour of Accounts Officer (Cash), O/o PGMTD, BSNL, Jaipur**
- (ii) EMD amounting to Rs. 3954.00 drawn in favour of **Accounts Officer (Cash), O/o PGMTD, BSNL, Jaipur .**
- (iii) Demand draft or pay order or Banker's cheque or deposit at Call Receipt or FDR or Bank Transaction Details with UTR Number against EMD, cost of bid documents and cost of bid processing fee shall be placed in single sealed envelope superscripted as "Earnest Money, cost of Bid document in favour of **Accounts Officer (Cash), O/o PGMTD, BSNL, Jaipur .**
- (iv) "Cost of Bid" with name of work and due date of opening of the bid also mentioned thereon.

Copy of enlistment order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering web site within the period of bid submission and certified copy of each shall be deposited in a separate envelope marked as "Other documents".

Both the envelopes shall be placed in another envelop with due mention name of work, date and time of opening of bids and to be submitted in the Office of Executive Engineer (C), BSNL Civil Division, Jaipur on any date before or within 5 days of bid submission end date, failing which the tender bid (If already opened on basis of scanned copies uploaded in Electronic Envelope No-I i.e. (Technical Envelope), shall be rejected. after last date & time of submission of bid..

- (I) Tender Cost (Original in prescribed form as specified in point no- 7 above) (If not submitted through e-payment mode)
- (ii) EMD –Bid Security (Original in prescribed form as specified in point no-8 above) (If not submitted through e-payment mode)

Note- 1. Other than these documents as above (i to ii), no other documents shall to be submitted in Hard Copy in above said envelope .2. Eligibility documents , Techno-Commercial Credential & Technical Bid i.e. e-Envelope-I will be opened on line at the first instance & shall be evaluated by the Committee. After Technical Evaluation of bids , Financial / Price Bid of only eligible tenderer will be opened (at the time & date notified by BSNL through e- tender site) for further evaluation of financial bids.

The bid submitted shall become invalid and cost of bid & e-Tender processing fee shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents (including Service tax Registration/EPF Registration) as stipulated in the bid document.

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. (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.

10. 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.
11. The competent authority on behalf of Bharat Sanchar Nigam Limited does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
13. The competent authority on behalf of the Bharat Sanchar Nigam Limited reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
14. The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:
 - (i) Member of Hindu Undivided family (UHF).
 - (ii). They are Husband and Wife.
 - (iii). The one is related to other in the manner as father, mother, son(s) & Son's wife (Daughter-in-law), Daughter(s), Daughter's Husband (Son-in-law), brother(s) wife, sister(s), sister's husband (Brother-in-law).
15. 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.

16. 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.
17. The tender for the work shall remain open for acceptance for a period of **30 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.
18. 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.
19. This Notice Inviting Bid shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/Contractor shall, within 30 days from such date, formally sign the agreement consisting of: -
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard BSNL W-8 as on website: <http://civil.ntr.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.
- 20.0 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.
- 21.0 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.
- 22.0 General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website <http://civil.ntr.bsnl.co.in> with up to date correction slips as well as in the Divisional Office.
- 23.0 If any terms and conditions under General Rules and Directions are in contravention to terms and conditions as above, the terms and conditions as above shall prevail.
- 24.0 In the event of no rate has been quoted for any item (s) then the rate for such item(s) will be considered as Zero and work will be required to be executed accordingly. It will be presumed that the contractor has included the cost of this/these item(s) in other item(s).
- 25.0 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.
26. **List of Documents to be scanned and uploaded within the period of bid submission:**
1. Demand draft/Pay order or Banker's Cheque/Deposit at Call Receipt/FDR/Bank Transaction Details with UTR Number against EMD.
 2. Demand draft/Pay order or Banker's Cheque/ Bank Transaction Details with UTR Number of any Scheduled Bank towards cost of Bid document.
 3. Valid Enlistment order.
 4. Certificates of Work Experience (If applicable for non registered contractor).
 5. **GSTIN Registration certificate issued by the competent authority**, Employee Provident Fund Registration No/ Undertaking for obtaining EPF registration number from EPF authority.
 6. Near relative certificate as stipulated in Notice Inviting Tender.
 7. Any other documents as specified in the press notice
 8. Partnership deed if any.
 9. Affidavit in compliance with Para 1.3.7 (If required).

Signature and Name of Divisional Officer

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Executive Engineer (Civil)
BSNL Civil Division, Jaipur

BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)STATE: Rajasthan
ZONE: North Zone, JaipurCIRCLE: BSNL CIVIL CIRCLE, Jaipur
DIVISION: BSNL CIVIL DIVISION, Jaipur**Item Rate e-Tender & Contract for works****NIT No. 109/EEC/BSNL /JP/2023-24**NAME OF WORK:- **Repainting of BSNL Buildings and newly allotted staff quarters under jurisdiction of CSD-III, Jaipur for Two months (No.3 2023-24)**

1. Last date of submission of **Cost** bids on line will be **13.02.2024** up to **15:00** Hrs
2. Document which are to be submitted by the bidders to the **Executive Engineer, B S N L Civil Division, Jaipur**, Up to **15:00** Hrs. on **14.02.2024** will be opened in the presence of bidders who may be present at **15:30** Hrs. on the same day i.e **14.02.2024**
3. **Financial** Bids will be opened (Online) at **11:00** Hrs on **date which will be intimated later.**

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.3954.00** has been deposited in prescribed manner as earnest money. If I/We fail to commence the work specified I/We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of the Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule „F“ and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. I/we agree that this contract is subject to jurisdiction of court at **Jaipur** only.(Where the NIT/Tender has been issued).

I/We hereby intimate that for receiving payments I/we have an account in *.....Bank 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 Jaipur 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).

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			Repainting of BSNL Buildings and newly allotted staff quarters under jurisdiction of CSD-III, Jaipur for Two months (No.3 2023-24)	
Estimated cost of Work			Rs. 1,97,717.00-	

Earnest Money	Rs 3954.00 has been deposited in prescribed manner as earnest money.
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, BSNL CIVIL DIVISION, Jaipur.
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
i	Engineer-in charge EXECUTIVE ENGINEER, BSNL CIVIL DIVISION, Jaipur
ii	Accepting Authority EXECUTIVE ENGINEER, BSNL CIVIL DIVISION, Jaipur
iii	Percentage on cost of materials and Labour to cover all overheads and profit 10 % (Ten Percent)
iv	Standard Schedule of Rates CPWD DSR-2021 as amended from time to time and MR
v	Department BHARAT SANCHAR NIGAM LIMITED (BSNL Civil Division, Jaipur)
vi	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 Circle, Jaipur.
Whether Clause 2A shall be applicable	NO
Clause3A	
Whether Clause 3A shall be applicable	NO

Clause 5		
i)	Time allowed for execution of work.	Two Months
ii)	Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer (C), BSNL Civil Circle, Jaipur.
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.		Rs. 2,00,000/- (Rupees two lakhs only)
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.		Superintending Engineer (C), BSNL Civil Circle, Jaipur.
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. N O.	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
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 2021 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,
JAIPUR

**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 Jaipur (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, JAIPUR

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 in 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 Two Months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Date the _____ date of _____ for _____

(Indicate the name of Bank)

AFFIDAVIT

I/We have submitted a bank guarantee for the work _____

_____ (Name of Work), Agreement No. _____
Dated: _____ from _____ (Name of the Division) with a view to seek exemption from payment of performance guarantee in cash. This Bank Guarantee expires on _____

I/ We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at My /our own initiative 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 2021** 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,
BSNL CIVIL DIVISION
JAIPUR

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 indicates 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 week's 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 10mm dia.	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes 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 bye 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 relevent 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.

ADDITIONAL SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

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, relevent 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 relevent 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, relevent 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 relevent 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. Equivalent 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 included in the items (Unless otherwise 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, bulges 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 allow 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.

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 BOCW etc.**
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.

SPECIFIC CONDITIONS & SPECIFICATIONS

GENERAL:

The quoted rates for various items in the tender shall be inclusive of all the 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 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.

1. The works under the Contract shall be executed as per the name of the work and location specified therein. However, in case of exigency, the work at different location within same districts under the same contract may also be got executed for which nothing extra shall be payable to the contractor.
2. All the intending tenderers should note that all the tower foundation and erection work is of extra ordinary urgent nature & targeted and the work is to be completed within the stipulated period from the date of issue of work order.

1.0 **RATES**

25.1 Unless otherwise specified, the rates quoted for the items shall include all labour, material, taxes, insurance, watch & ward, necessary T&P required for the work, tests, all weighing / measuring equipments etc. all complete. Nothing extra shall be paid over and above the quoted rates for the items.

25.2 The contractor shall pay Octroi wherever applicable. The Form "C" & "D", Octroi exemption certificates etc will not be issued by BSNL for any materials required in the work. The contractor shall quote all inclusive rates only. Nothing extra shall be paid over the quoted rates.

2.0 **PROTECTION OF LIFE, PROPERTY AND EXISTING FACILITIES :**

- 2.1 The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works, and for keeping the construction site in a reasonable safe condition. The Contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- 2.2 In this connection, the attention of the contractors are drawn to the safety measures and precautions including code of conduct while safely carrying out the work and also detailed Engineering Instructions enumerated in this tender document.
- 2.3 The contractor shall be solely liable for all expenses for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and over-ground structures or other properties and undertake to indemnify and keep indemnified the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever either in law or in equity and all losses and damages and costs

(inclusive between attorney and client), charges and expenses in condition therewith and / or incidental thereto.

- 2.4 In case any commodities (supplied by the BSNL) is lost or damaged by the contractor, the cost of the same shall be paid by the contractor together with such additional sums as necessary to liquidate the personal or property damages resulting there from, as decided by the Engineer-in-Charge.

3.0 ACCEPTANCE TESTING (AT)

The completed work shall be inspected for approval for "Acceptance Testing". It shall be the responsibility of the contractor to offer the completed work for inspection and approval of the A/T as per the directions of the Engineer-in-charge and nothing extra shall be payable on this account. If the completed work is not found satisfactory as per the prescribed specifications, corrective measures ordered by the Engineer-in-charge shall be carried out immediately by the contractor without any additional expenditure liability to the BSNL.

- 4.0 The rate for every item of work to be done under this contract shall be for all heights, depths, lengths and widths of the structure (except where specially mentioned in the item) and nothing extra will be paid on this account. The rate for all items of work, where in cement is used, is inclusive of charges of curing.
- 5.0 The contractor shall maintain in good condition all work during execution till completion of entire work allotted to him.
- 6.0 The site of work should be seen by the tenderer before quoting his rates with respect to approaches to the site and conditions of the same. If any approach road from main road is required at the site or existing approach is to be improved and maintained, for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.
- 7.0 If as per municipal rules the huts for laborers are not to be erected at the site of work by the contractor, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.
- 8.0 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 the execution of work. Nothing extra shall be paid on this account. Any damage done by the contractor to any existing work during the course of execution of the work awarded to him shall be made good by him at his own cost.
- 9.0. The contractor will work in close liaison, during the works, with other contractors of water supply, sanitary, drainage arrangements, electrical installation and any other works and adjust his work plan accordingly at no extra cost to the department.

BID SECURITY DECLARATION FORM

To

**Executive Engineer (Civil)
BSNL Civil Division
Jaipur**

I/We, The undersigned, declare that:

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 bid 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 reuse 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's signature along with seal)

NAME:

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

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.

SCHEDULE OF QUANTITY

Name of Work: Repainting of BSNL Buildings and newly allotted staff quarters under jurisdiction of CSD-III, Jaipur for Two months (No.3 2023-24)

Name of the Bidder						
Sl. No.	Item Description	Quantity	Units	BASIC RATE in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade.					
1.01	New work (two or more coats) over and including water thinnable priming coat with cement primer.	20.00	One Square Metre			
2	White washing with lime to give an even shade :					
2.01	Old work (two or more coats) .	1200.00	One Square Metre			
3	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	20.00	One Square Metre			
4	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :					
4.01	One or more coats on old work.	900.00	One Square Metre			
5	Distemping with 1st quality acrylic washable distemper (ready made) of approved manufacturer and of required shade and colour complete. as per manufacturer's specification.					
5.01	One or more coats on old work.	1800.00	One Square Metre			
6	Repairs to plaster of thickness 12 mm to 20 mm 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 50 metres lead :					
6.01	With cement mortar 1:4 (1cement: 4 coarse sand).	2.00	One Square Metre			
	Total in Figures					
	Quoted Rate in Words			INR Zero Only		

Executive Engineer (C)