



BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

(CIVIL WING)

E-TENDER DOCUMENT

FOR THE WORK OF

**Waterproofing treatment of left side terrace over MSC portion at main T.E.
Building Udaipur.**

NIT No. : - 03/EE/C/BSNL/UPR/2024-25

Dated: 29.07.2024

To be submitted only online on web portal up to 1800 hrs on **10.08.2024**

<https://etenders.gov.in> or www.eprocure.gov.in

**O/o the Executive Engineer (Civil) BSNL Civil Division
3rd Floor, Block-C, GMTD BSNL Door Sanchar Bhawan,
Sector-4, Hiran Magri, Udaipur-313002**

Email- eeudaipur@gmail.com

Phone No. : 0294-2462900

Online bid will be opened by “Nodal officer (Tender)”

O/O Sr. Chief Engineer (Civil) BSNL RAJ. Civil Zone,
TRANSMISSION BHAWAN, PGMTD CAMPUS, ASHOK MARG,
C-SCHEME JAIPUR (RAJ.) 302001

NAME OF TENDERER:

.....

Certified that this document contains **60 (Sixty)** pages.

INDEX OF TENDER DOCUMENT

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INFORMATION AND INSTRUCTIONS FOR CONTRACTORS/ BIDDERS FOR E--TENDERING FORMING PART OF BID DOCUMENT

1. **Executive Engineer, BSNL Civil Division, Udaipur** on behalf of Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) invites online item rate bids from approved and eligible contractors of BSNL and registered contractors of other organizations like D.O.T., CPWD, D.O.P., M.E.S, Rajasthan State PWD (B&R), Central / State Government undertakings which are eligible for tendering in appropriate class as per usual terms and conditions applicable to them from time to time for the work of **“Waterproofing treatment of left side terrace over MSC portion at main T.E. Building Udaipur.”**

SN o.	NIT No.	Name of Work & Location	Estim ated Cost put to bid	Earn est mon ey	Period of Comp letion	Last Date & Time of submiss ion of on line bid	Date and time of submission of Originals of bank Instruments towards Cost of Bid/EMD (If not submitted through e-payment mode,)	Time & Date of Openin g of on line Technic al bid
1	2	3	4	5	6	7	8	9
1	NIT No. :- 03/EE/C/BSNL/UPR/2024-25 Dated: 29.07.2024	Waterproofing treatment of left side terrace over MSC portion at main T.E. Building Udaipur.	4,36,657/-	8,733/--	01(One) Month	10.08.2024 (Up to 1800 Hrs)	14.08.2024 (1500 Hrs)	13.08.2024 (1530 Hrs)

- The intending bidder must read terms and conditions of BSNL W6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- Information and instructions for bidders posted on website shall form part of bid document.
- 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 <https://www.etenders.gov.in/e procure/app> or www.tender.bsnl.co.in.
The NIT No **03/EE/C/BSNL/UPR/2024-25** can also be seen on web site www.tender.bsnl.co.in
- The bid can only be submitted after uploading the mandatory scanned document such as Demand draft or Pay order or Banker’s cheque or Deposit at call Receipt or Fixed deposit Receipt and Bank guarantee of any scheduled Bank towards cost of bid document and EMD in favour of **Accounts Officer (Cash), O/o GMTD, BSNL UDAIPUR** and other documents as specified.
Tender fee and EMD, is required to be deposited by the bidder preferably through online payment modes as per bank details:
Beneficiary Name: - Account Officer (Cash), GMTD, BSNL, Udaipur, Address - Admn. Building, Hiran Magri, Udaipur-313002, Bank account No. 687801010050051 of Union Bank of India, IFSC code UBIN0568783, PAN of BSNL AABCB5576G, GSTIN No. 08AABCB5576GLZ1.

However, scanned copies of following documents (which ever applicable) are to be mandatorily uploaded by the bidder in their online technical bid part on e-tender portal:-

- i) Bank transaction details with UTR number towards the successful e-payment for tender fee / EMD.
5. If the bidder opted DD/ Banker's cheque/ FDR for EMD, then scanned copy of the payment instrument be submitted in their online technical bid part on e-tender portal and in that case original payment instrument must be deposited in the office of **EE(C), BSNL Civil Division, Udaipur** by due date mentioned in this NIT. The Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed deposit receipts towards EMD should be in favour of **Accounts Officer (Cash), O/o GMTD, BSNL UDAIPUR**. Those contractors not registered on the website mentioned above are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
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/ PDF format.
9. **Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" Zero.**
10. The Financial bids shall be opened for the bidders whose bids qualify for the same based on the mandatory documents (Technical Bids) uploaded online during e-bidding process and Originals of cost of tender document and EMD submitted physically in the office of **EE(C), BSNL Civil Division, Udaipur** on or before the due date as per the terms and conditions of the NIT and the decision of the Tender opening authority shall be final and binding.
11. **Conditional tender shall be rejected.**
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.

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

1. Copy of Demand draft/Pay order or Bankers Cheque/Deposit at Call Receipt /FDR against EMD and in case of online payment, scanned copy of bank transaction detail with UTR Number towards the successful e-payment for EMD
2. Copy of Demand draft/Pay order or Bankers Cheque against Tender cost and in case of online payment, scanned copy of bank transaction detail with UTR Number towards the successful e-payment for Tender cost.
3. Enlistment order of the contractor.
4. Certificates of Work Experience.
5. **GSTIN Registration certificate issued by the competent authority,**
6. Employee Provident Fund Registration No./ Undertaking for obtaining EPF registration number from EPF authority.
7. Undertaking of no near relative in BSNL as stipulated in Notice Inviting Tender.
8. List of works in hand.
9. Partnership deed if any.

EXECUTIVE ENGINEER (C)
BSNL CIVIL DIVISION,
UDAIPUR

DECLARATION CERTIFICATE TO BE SUBMITTED WITH TENDER

Certified that:-

1. Architectural Drawings have been seen.
2. Site of construction inspected.
3. Earnest money in prescribed form Submitted/ deposited.
4. The certificate regarding near relatives as mentioned in relevant para of BSNL W-6 Submitted.

Signature of Contractor/Tenderer

IMPORTANT INSTRUCTIONS TO ALL TENDERERS

All tenderers should read the following important instructions carefully before actually submitting their online bids:

1. The tenderers should **read carefully and understand** Tender form BSNLW - 8, Bharat Sanchar Nigam Limited “General Conditions of Contract for Civil Works with up to date correction Slips and Schedule of quantity, Architectural and structural drawings etc., before quoting for the work.
2. The tenderers should read the important instructions, all conditions, terms and declarations carefully before submitting the tenders.
3. Copies of other drawing and documents pertaining to work will be open for inspection by the tenderer at the **office of the Executive Engineer (Civil), BSNL Civil Division, Udaipur** during office hours on all working days.
4. On completion of the work the successful bidder shall have to provide Guarantee/ Warranty for the product/ items as specified by respective manufacturers along with requisite warranty cards & copy of invoices etc. Defects liability period shall be as per Clause 17 or as per warranty of manufacturers whichever is more after declaring the work completed by Engineer-in-charge

CONTRACTOR

EXECUTIVE ENGINEER (C)

Annexure-II

DECLARATION REGARDING EPF/ESIC

“I / We _____ do hereby solemnly declare that I shall abide by all the rules / condition / provisions of ‘The Employees Provident Funds Act / Scheme 1961’ and ESIC Act. I/We shall obtain and submit EPF registration within one month of award of work, if applicable as per prevailing Law. In case of any default, the sole responsibility shall be mine / us. I shall also be liable for any pecuniary liability arising on account of any violation by me of the provisions of the said Acts”.

This declaration shall become part of the Agreement.

SIGNATURE OF CONTRACTOR

Annexure-III

Undertaking for submission of original bank payment instrument
(Hard copy of EMD).

(TO BE GIVEN BY EVERY TENDERER)

If I/ We do not submit the original bank payment instrument as EMD within specified time as given in the NIT, consecutively three times after submission of online bids, it shall be treated as breach of condition and action shall be taken to withdraw my/ our enlistment/debar me/us from tendering in BSNL for Six months.

Signature of Tenderer

BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

BSNL-6 FOR e-TENDERING

NIT No. 03/EE/C/BSNL/UPR/2024-25

Dated: 29.07.2024

- 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) , central / State Government undertakings which are eligible for tendering in appropriate class as per usual terms and conditions applicable to them from time to time for the work of **“Waterproofing treatment of left side terrace over MSC portion at main T.E. Building Udaipur.”**
- 1.2 The work is estimated to Cost **Rs. 4,36,657/- (Rs. Four Lakhs Thirty Six Thousand Six Hundred Fifty Seven Only)**
- 1.3 e-Tenders/Bidders will be issued (online) to the 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:-
- 1.3.1 In case “Any of the contractor is not already having registration with EPF authority, then after opening of financial bid such contractor/ agency shall apply for EPF registration number to EPF registration authority but he will given an undertaking along with these documents.
- 1.3.2 A self attested copy of such application shall be submitted by him/ them within 15 days of issue of acceptance of Bid by BSNL.
- 1.3.3 In case of failure on part of agency to furnish the proof of submission of application for obtaining EPF registration number within 15 days of date of issue of acceptance letter, the full amount of EMD submitted by him/them along with the tender shall stand forfeited in favour of BSNL and no claim whatsoever shall be entertained in the matter.
- 1.3.4 Ist R.A. Bill shall be made only after submission of EPF registration certificate.
- 1.3.5 Any financial & legal consequences arising due to non-submission of proof of application or detail of registration certificate with EPF authorities at appropriate time mentioned above shall be borne by the agency and no claim whatsoever shall rest with BSNL. An undertaking shall be submitted by the intending tenderer/ bidder in this regard as a token & acceptance of conditions mentioned above regarding EPF registration.
- 1.3.6 Criteria of eligibility for submission of tender documents for Non-BSNL registered contractors of Public Works Organizations like CPWD, State PWD (B&R), DOP, MES and Railways.

For works upto **Rs 7 Lakhs- Nil**

All the intending Non BSNL registered contractors should have satisfactorily completed similar works during the last seven years ending last day of the month previous to the one in which the tenders are invited, either of following :-

- a) ~~Three similar works* each of value not less than (40%) — Rs. — OR~~
b) ~~Two similar works* each of value not less than (50%) — Rs. — OR~~
c) ~~One similar work* of value not less than (80%) — Rs.~~

For the purpose of this clause 'Similar work' means “Painting work, Addition / alteration to buildings, and civil repair works executed for central / State Govt / Public sector undertakings. The work done certificate issued by the department from a officer not below the rank of Executive Engineer/ manager shall be considered.”

- 2 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.bsnl.co.in>. Bidders shall quote the item

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

- 3 The time allowed for carrying out the work will be **01 Month** which will be reckoned from Seventh day after the date of issue of letter of award of work.
- 4 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: ; <http://civil.bsnl.co.in./BSNL,www.rajasthan.bsnl.co.in> and <https://eprocure.gov.in>.

- (i) The last date of submission of bid online will be **10.08.2024 up to 1800 Hrs.**
- (ii) The last date of submission of offline documents i.e. Tender Cost , EMD and POA (if any) in the O/o **Executive Engineer (Civil), BSNL Civil Division, Udaipur** shall be on any date before or within 3 days of bid submission end date and opening of TECHNICAL BID / E-envelope-I will be on **13.08.2024 at 1530 Hrs.**
- (iii) The date and time for opening of FINANCIAL BID/ E-envelope-II (online) of eligible bidders **will be intimated later.**

- 5 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 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 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 Intending bidder who wish to participate in the bid shall also make following payments:

- (i) Cost of Bid document: Rs. 500/- + 18% GST = Rs.590/- (Non-refundable) drawn in favour of **Accounts Officer (Cash), O/o GMTD, BSNL UDAIPUR.**
- (ii) EMD amounting to **Rs. 8,733/- (Rupees Eight Thousand Seven Hundred Thirty Three only)** drawn in favour of **Accounts Officer (Cash), O/o GMTD, BSNL UDAIPUR.**

(iii) Tender Cost & EMD shall preferably be submitted through online payment mode in BSNL Current account (collection) as per following Account holder name – **Account Officer (Cash), GMTD, BSNL, Udaipur, Address - Admn. Building, Hiran Magri, Udaipur-313002, Bank account No. 687801010050051 of Union Bank of India, IFSC code UBIN0568783, 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 GMTD, BSNL, Udaipur** payable at **Udaipur**, in the **O/o Executive Engineer (C), BSNL Civil Division, Udaipur**, on any date before or within 3 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 MODE OF BID SUBMISSION :

(a) Earnest money, Cost of Tender, Certified copies of GST registration certificate, Enlistment Order along with relevant document in support of financial limit to tender and validity of enlistment as on the last date of submission of tender (if these are not evident from enlistment order), Near relative certificate (Annexure - I), Work experience certificate (if applicable), Certified copy of EPF & ESIC registration OR an undertaking as per Annexure – II, Undertaking from agency regarding submission of Physical documents as per Annexure – III & Power of Attorney, if applicable shall be scanned and uploaded to the e-tendering website within the period of tender submission.

(b) Original financial payment instrument against Earnest money, Cost of Tender (or proof of online payment against EMD and Cost of Tender along with Bank details and UTR No) and all other eligibility documents as in above Para – 9 (a) shall be submitted offline in the office of the **Executive Engineer (Civil), BSNL Civil Division, Udaipur** before or within 03 (Three) days of the period of bid submission end date as mentioned in NIT , failing which the tender bid (if already opened on the basis of scanned documents uploaded in 1st electronic envelope / technical bid) shall be rejected. The envelope shall be superscripted with name of work, name of tenderer, date and time of opening of bids.

(c) If the bidder opts for other forms of payment of tender cost viz: Demand draft or Pay order or Banker’s cheque he will submit the same with Executive Engineer (Civil) inviting the tender. Executive Engineer (Civil) receiving the tender cost will send the receipt to the “Nodal Officer (Tender)” through e-mail and telephonically in prescribed format of receipt of deposition of Tender cost given below :-

Receipt of deposition of original “Tender cost”	
Receipt No:	Dated:
PART- 1 – Point 1 to 5 below to be filled by Tender inviting authority at the time of issue of NIT	
1.	Name of work: Waterproofing treatment of left side terrace over MSC portion at main T.E. Building Udaipur.
2.	NIT No: 03/EE/C/BSNL/UPR/2024-25
3.	Estimated cost: Rs 4,36,657/-
4.	Amount of Tender Cost: Rs. 590/-
5.	Last date of submission of Tender / bid : 10.08.2024
PART- 2 – Point 1 to 4 below to be filled by Executive Engineer (Civil) after receiving Tender Cost	
1.	Name of Contractor
2.	Form of Tender Cost
3.	Amount of Tender Cost Deposit Rs.....
4.	Date of submission of Tender Cost
Signature, Name and Designation of Tender Cost receiving officer along with Office stamp	

(d) If the bidder opts for other forms of EMD payment viz: Demand draft or Pay order or Banker’s cheque, FDR he will submit the same with Executive Engineer (Civil) inviting the tender. Executive Engineer (Civil) receiving the EMD will send the receipt to the “Nodal Officer (Tender)” through e-mail and telephonically in prescribed format of receipt of deposition of EMD given below :-

Receipt of deposition of original “EMD”	
Receipt No:	
Dated:	
PART- 1 – Point 1 to 5 below to be filled by Tender inviting authority at the time of issue of NIT	
1.	Name of work: Waterproofing treatment of left side terrace over MSC portion at main T.E. Building Udaipur.
2.	NIT No: 03/EE/C/BSNL/UPR/2024-25
3.	Estimated cost : Rs. 4,36,657/-
4.	Amount of EMD Rs. 8,733/-
5.	Last date of submission of Tender/ bid : 10.08.2024
PART- 2 – Point 1 to 4 below to be filled by Executive Engineer(Civil) after receiving EMD	
1.	Name of Contractor
2.	Form of EMD
3.	Amount of EMD Deposit ...Rs.....
4.	Date of submission of EMD
Signature, Name and Designation of EMD receiving officer along with Office stamp	

11. (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
12. 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.
13. 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 renderer, shall be summarily rejected.

14. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
15. The competent authority on behalf of the Bharat Sanchar Nigam Limited reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
16. The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:
 - (i) Member of Hindu Undivided family (UHF).
 - (ii).They are Husband and Wife.
 - (iii).The one is related to other in the manner as father, mother, son(s) & Son's wife (Daughter-in-law), Daughter(s), Daughter's Husband (Son-in-law), brother(s) wife, sister(s), sister's husband (Brother-in-law).
17. 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.
18. 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.
19. 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.
20. 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.
21. 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 6 Months 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.
22. This Notice Inviting Bid (BSNL W6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/Contractor shall, within 75 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.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.

- 23 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.
24. 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.
- 25 General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website <http://civil.bsnl.co.in> with up to date correction slips as well as in the Divisional Office.
- 26 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.
- 27 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).
- 28 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.

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

1. Copy of Demand draft/Pay order or Bankers Cheque/Deposit at Call Receipt /FDR against EMD and in case of online payment, scanned copy of bank transaction detail with UTR Number towards the successful e-payment for EMD
2. Copy of Demand draft/Pay order or Bankers Cheque against Tender cost and in case of online payment, scanned copy of bank transaction detail with UTR Number towards the successful e-payment for Tender cost.
3. Enlistment order of the contractor.
4. Certificates of Work Experience.
5. **GSTIN Registration certificate issued by the competent authority.**
6. Employee Provident Fund Registration No. / Undertaking for obtaining EPF registration number from EPF authority.
7. Undertaking of no near relative in BSNL as stipulated in Notice Inviting Tender.
8. List of works in hand.
9. Partnership deed if any.

Signature and Name of Divisional Officer

()

Executive Engineer (Civil)

BSNL Civil Division, Udaipur

For & on behalf of Bharat Sanchar Nigam Limited

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

STATE: Rajasthan

CIRCLE: BSNL Civil Circle, Jodhpur

ZONE: Rajasthan Civil Zone, Jaipur

DIVISION: BSNL Civil Division, Udaipur

SUB-DIVISION: BSNL Civil Sub Division, Udaipur

Item Rate E-Tender for the work of: - Waterproofing treatment of left side terrace over MSC portion at main T.E. Building Udaipur.

- i. E-bids to be submitted online on the website: **www.etenders.gov.in** up to **10.08.2024 at 1800 hours**
- ii. The date of submission of Originals of bank Instruments towards Cost of Bid/EMD **14.08.2024 by 1500 Hrs**
(If not submitted through e-payment mode, shall be submitted by the bidder on any date before above mentioned date in the office of Executive Engineer (C), BSNL Civil DIVISION, Udaipur)
- iii. The date of opening of technical bid will be **13.08.2024 At 1530 Hrs**
- iv. The date of opening of financial bid will be **displayed on e tender site after opening of technical bids**

EXECUTIVE ENGINEER (C)

BSNL CIVIL DIVISION,

UDAIPUR

T E N D E R

I/We have read and examined Notice Inviting Tender, Schedules A, B, C, D, E & F, Specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Special conditions, Schedule of Rate & other document & 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 work specified for the Bharat Sanchar Nigam Limited within the time specified in schedule 'F' viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions (Civil and Electrical) 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. 8,733/- (Rupees Eight Thousand Seven Hundred Thirty Three only)** has been deposited in prescribed manner as earnest money. If I/ We fail to commence the work specified I/ We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of the Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We agree that, in case of works of estimated cost exceeding Rs.15, 00,000/-, to deposit an amount equal to 5% of Tendered value of the work as performance guarantee in the form of bond of any Scheduled Bank of India in accordance with the proforma prescribed or in the form of Fixed Deposit Receipt etc., within 10 days of the issue of letter of acceptance of Tender by the BSNL. I/We am/are aware that in the event of failure on my/our part to furnish the Bank Guarantee within 10 days, the earnest money will be forfeited and tender cancelled. Further, I / We agree that in case of forfeiture of earnest money or both Earnest Money &

Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re -bidding process of the work.

“I/ WE undertake and confirm that eligible similar work(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 bidding 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.”

I/we hereby intimate that for receiving payments I/we have an account in _____ Bank with account No. _____ where the ECS/EFT/RTGS 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 proforma enclosed. .

I/We agree that this contract is subject to jurisdiction of court at **Udaipur** only.

Name of Work	Name and Particulars of Division where work is being executed	Value of Work	Position of Work in progress	Remarks
1	2	3	4	5

Dated
.....
.....
....
Witness
s:

.....
Address:
Occupation:
Postal Address:

Signature of Contractor

A C C E P T A N C E

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 Directorate General of Signal, NFS , 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 Bharat Sanchar Nigam Limited

MODIFICATIONS IN BSNL-W8

(The following modifications in BSNL-W8 as modified below shall form the part of NIT and the agreement.)

(i) Modification in General Rules and Directions of BSNL-W 8

The Para (15) shall be replaced with the following Para

15. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and BSNL will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

(ii) Modification of clauses of General conditions of contract for Civil works

The Clause 37(i) of General Conditions of Contract (BSNL-W8) shall be replaced with the following Para::

37(i): GST , Building and other Construction Workers Welfare Cess or any other tax , levy or Cess in respect of input for or output by this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect except as provided under Clause 38.

The Clause 38(i) of General Conditions of Contract (BSNL-W8) shall be replaced with the following Para::

Clause 38 (i): All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increases or decrease shall be made for any variation in the rate of GST, Building and other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs. However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on side, increase or decrease. Provided for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any , any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/ levies/cess. Provided further that such adjustment including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

PROFORMA OF SCHEDULES

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

SCHEDULE “A”

Schedule of Quantities (Enclosed)

SCHEDULE “B”

Schedule of Materials to be issued to the contractor

S. No.	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
-----NIL-----				

SCHEDULE “C”

Tools and Plants to be hired to the contractor

S. No.	Description of Item	Hire charges per day	Place of issue
1	2	3	4
-----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”

CLAUSE 10 CA

Not Applicable

CLAUSE 10 D

Not Applicable

SCHEDULE “F”

Reference to General Conditions of Contract :

Name of Work **Waterproofing treatment of left side terrace over MSC portion at main T.E. Building Udaipur.**

Estimated cost of Work **Rs. 4,36,657/-**

Earnest Money **Rs. 8,733/-**

Performance Guarantee (5 % of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. 15 Lakhs)

NA

Security Deposit

(10 % of the tendered value for works with estimated cost put to tender up to Rs. 15 Lakhs) (5 % of the tendered value in respect of

10 % of work done shall be withheld as security deposit

works with estimated cost put to tender exceeding Rs. 15 Lakhs,)

GENERAL RULES AND DIRECTIONS

Officers inviting tender

Executive Engineer (C), BSNL Civil Division, Udaipur.

	Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3	50%.
Definitions		See below
(i)	Nodal Officer (Tender)	Executive Engineer (P&A), O/o Sr. Chief Engineer (Civil), BSNL RAJ. Civil Zone, Jaipur
(ii)	Engineer-in -Charge	Executive Engineer (C), BSNL Civil Division, Udaipur.
(iii)	Accepting Authority	Executive Engineer (C), BSNL Civil Division, Udaipur.
(iv)	Percentage on cost of materials and labour to cover all overheads and profit	10 %
(v)	Standard Schedule of Rates	CPWD DSR-2021
(vi)	Standard BSNL Contract Form	BSNL W-8 form as modified and corrected with up to date correction slips
	Department	BHARAT SANCHAR NIGAM LIMITED
Clause 2	Authority for fixing compensation under Clause 2	Executive Engineer (C), BSNL Civil Division, Udaipur.
Clause 2 A	Whether Clause 2 A shall be applicable	No
Clause 3 A	Whether Clause 3 A shall be applicable	No
Clause 5		
i)	Time allowed for execution of work.	01 (One) Month
ii)	Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer (C), BSNL Civil Division, Udaipur.
Clause 6 A	Whether Clause 6 A shall be applicable	Yes
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.	As per rule
Clause 10	Reinforcement steel to be used in the work Shall have to be procured as below:- a) CTD bars.....Nil b) TMT bars Manufactured by Primary producers e.g. SAIL, VIZAG, TISCO, RINL etc.	

Clause 10A:	The charges and cost of testing shall initially be paid to the laboratory by the contractor. If the results show that the samples satisfy the requirements of the relevant specifications, the testing charges shall be Reimbursed by BSNL to the Contractor.
Clause 10CA:	Not Applicable
Clause 10D	Not Applicable
Clause 11	Specification to be followed for execution of work. CPWD Specifications-2019 with up to date correction slips & as per manufacturer specifications and architectural drawings
Clause 12	
Clause 12.2 & 12.3:	50% (Fifty percent)
(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building Work and for foundation work (except items mentioned in earth work sub head in DSR and related items)	
(ii) Deviation Limit for items Mentioned in earth work sub head of DSR and related items.	100% (One hundred percent)
Clause 16	
Competent authority for deciding reduced rates.	Superintending Engineer (Civil), BSNL Civil Circle, Jodhpur.
Clause 25	
Competent authority for conciliation	-----DELETED-----

Clause 36(i)

General guideline for fixing requirement to technical staff and rate of recovery in case of non-compliance for a work shall be as per the as per provision of CPWD Works Manual- 2022.

- Clause 37(i) and Clause 38:** (a) Rates quoted by contractor are inclusive of all taxes and levies (including applicable GST) and nothing extra shall be payable on this account.
 (b) Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.

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	NA
2(a)	For Mild Steel	NA
2(b)	For Reinforcement Steel TMT bars conforming to IS.	NA

EXECUTIVE ENGINEER (C)
 BSNL CIVIL DIVISION,
 UDAIPUR

**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 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 Notice Inviting Tender, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and rates, General obligations, Specifications, Drawings, plan, time schedule for completi0n 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 Udaipur (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..... (Here in after 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,
UDAIPUR

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 contract 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. _____

ADDITIONAL CONDITIONS OF CONTRACT

1. GENERAL

- 1.1. The “Contract” shall, in general, be governed by the BSNL General Conditions of Contract (Appended with the tender documents) consisting of:
- a) General Rules and Directions,
 - b) Conditions of Contract,
 - c) Various standard clauses with correction(s) up to the date stipulated in Schedule ‘F’ of Tender Document,
 - d) Safety Code,
 - e) Modal Rules for the protection of Health and Sanitary arrangements for Workers employed by BSNL or its contractors,
 - f) Contractor’s Labour Regulations,
 - g) Proforma of Registers and Forms
- 1.2. However, all additions and modifications to the conditions as available in this tender document consisting of:
- a) Notice Inviting Tender (i.e., BSNL W-6),
 - b) BSNL W-8 (i.e., Item Rate Tender & Contract for Works),
 - c) Schedules “A” to “F”,
 - d) Additional Conditions
 - e) Special conditions and Particular specifications
 - f) Drawings and designs, if any, and the agreement/ guarantee bonds on non-judicial stamp paper and acceptance thereof together with any correspondence leading thereto shall also form part of the contract.
- 1.3. The work shall generally be carried out in accordance with the CPWD Specifications with up to date correction slips, Additional/Particular Specifications, architectural/ Structural drawings and as per instructions of Engineer-in-Charge. Any additional item of the work, if taken up subsequently, shall also conform to the CPWD/other relevant specifications as mentioned above. If there is any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed.
- a) Description of items as given in Schedule of quantities
 - b) Particular specifications
 - c) Special conditions
 - d) Additional Conditions
 - e) CPWD Specifications including correction slips issued up to the last date of uploading/submission of tender.
 - f) General Conditions of Contract.
 - g) Indian Standards Specifications of B.I.S. h) Decision of Engineer-in-Charge.
- 1.4. Wherever any reference to any Indian Standard (BIS) Specifications occurs in the documents relating to this contract, the same shall be inclusive of all up to date amendments or revisions.
- 1.5. The nomenclature of the item given in the schedule of quantities gives in general the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out for

complete execution of the item of work. The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and/or described in the specifications, provided that the same can be reasonably inferred. There may be several incidental works, which are not mentioned in the nomenclature of each item but will be necessary to complete the item in all respects. All these incidental works / costs which are not mentioned in item nomenclature but are necessary to complete the item shall be deemed to have been included in the rates quoted by the contractor for various items in the schedule of quantities. No adjustment of rates shall be made for any variation in quantum of incidental works due to variation / change in actual working drawings. Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) on account of the directions of Engineer-in-Charge. Nothing extra shall be payable on this account.

- 1.6. The works to be governed by this contract shall cover delivery and transportation of materials up to destination, storage and safe custody at site, insurance, erection, testing and commissioning of the entire works.
- 1.7. It is presumed that the Contractor shall satisfy himself for all possible contingencies, incidental charges, wastages, bottlenecks etc. likely during execution of work and acts of coordination, which may be required between different agencies. Nothing extra shall be payable on this account.
- 1.8. The work shall be carried out in accordance with the approved architectural drawings, structural drawings, services drawings to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work the contractor shall correlate all the relevant architectural and structural drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available from there is complete and unambiguous. The figure and written dimension of the drawings shall be superseding the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-charge before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or incomplete information and no claim whatsoever shall be entertained by the department on this account.
- 1.9. The drawings for the work are uploaded on website along with the tender documents for information of bidders. The Department shall not bear any responsibility for the lack of knowledge and also the consequences, thereof to the Contractor. The information and data shown in the drawings and mentioned in the tender documents have been furnished, in good faith, for general information and guidance only. The Engineer-in-Charge, in no case, shall be held responsible for the accuracy thereof and/or interpretations or conclusions drawn there from by the Contractor and all consequences shall be borne by the Contractor. No claim, whatsoever, shall be entertained from the Contractor, if the actual working drawings are at variance with the drawings available for inspection or attached to the tender documents.
- 1.10. Several documents forming the tender are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scale dimensions.

- 1.11. The Contractor(s) shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed. The stacking shall take place as per stacking plan however, if any change is required, the same shall be done with the approval of Engineer-in-Charge.
- 1.12. For works below ground level the contractor shall keep that area free from water. If de-watering or bailing out of water is required the contractor shall do the same at his own cost and nothing extra shall be paid.

2. **ADDITIONAL CONDITIONS PERTAINING TO SITE FACILITIES / RESTRICTIONS**

- 2.1 The buildings are to be constructed in military protected areas. The agency shall be required to strictly follow security norms and procedure in terms of entry/ exit passes to all the vehicles/ persons/ materials, issue/ reissue/ surrender of labour passes and other rules and regulations that will be brought in force from time to time by Army authorities. Photo ID cards for labourers along with their credentials will be required to obtain permission to enter the site. The strict access control to site may result in loss of man-hours for which no extra payment shall be made.
- 2.2 The bidders are advised to take utmost care while executing the work so that minimum/ no disturbances happens to the users. The bidder shall also protect site of work from the unauthorized entry of any persons by erecting necessary barricading wherever required as per direction of Engineer-in-Charge and nothing extra shall be paid on this account.
- 2.3 The bidders shall fully understand restrictions before participating in the tender. Nothing extra shall be paid on this account. No delay or claims of any kind shall be entertained from the Contractor on this account.
- 2.4 Since the work is to be done in army campus, no concrete plant/ batch mix plant/ ready mix plant shall be allowed inside the campus. Nothing extra shall be paid on this account.
- 2.5 Water for construction purposes shall be responsibility of contractor. Bore well will be allowed only after permission from Army authorities (subjected the quality of water confirms to CPWD specification/ applicable BIS Code) and after obtaining all approval from local body/ administration/ competent authority. The contractors shall handover the bore well in working condition to BSNL/Army after completion of work for which nothing extra shall be paid. In case approval for drilling bore well not granted by Army/BSNL/ local body/ competent authority, the contractor shall make own arrangement for tanker water for which nothing extra shall be paid.
- 2.6 Contractor shall have to apply for temporary Electricity connection to local bodies and shall be required to pay electricity charges directly to the concerned distributor. Final bill shall be paid only after proof of up to date payment of electricity charges submitted to the Engineer-in- Charge.
- 2.7 The Contractor shall abide by the rules/ bye laws applicable in respect of water/ electricity connection and he shall be solely responsible for any penalty on account of violation of any of the rules / bye laws in this regard. The Contractor shall indemnify the BSNL/Government against any claim arising out of pilferage, theft, damage, penalty, non-settlement of bills etc. whatsoever on this account.
- 2.8 Efforts shall be made for providing limited space at the designated place for labour hutments at site. The contractor shall make his own arrangement for erection of labour hutment and for which nothing extra shall be paid. Before tendering, he shall visit the site and assess the manner in which he is able to arrange above facilities. The Engineer-in-Charge shall in no way be responsible for any delay on this account and no claim, whatsoever, shall be entertained if place for labour hutments cannot be made available.

2.9 Efforts shall be made to provide space for site office, site store yard and worker rest rooms (including toilets) in the vicinity of site free of ground rent. The agency shall be required to establish all such facilities and for which nothing extra shall be paid. It shall be responsibility of agency to transport the material from material stacking yard to site and for which nothing extra shall be paid. In case any building or infrastructure work is required to be executed on the land occupied by the site office/site store/workers rest room/ labour camp, agency shall relocate these shelters for which nothing extra shall be paid.

3. COMPLIANCE TO LAW

3.1 The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector / Municipal bodies/ Cantonment boards and any other statutory bodies shall be adhered to, by the contractor, during the execution of work. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. The water charges (for municipal water connection as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water connection for the drinking purposes from the municipal authorities or any other statutory body, the consequent sewerage charges shall be borne by the contractor. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections of electricity/water and / or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and shall pay to such authority all the fees that is required to be paid for the execution of work. He shall protect and indemnify the Department and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts. The fee payable to statutory authorities for obtaining the various permanent service connections and Occupancy Certificate for the building shall be borne by the Department.

3.2 The contractor(s) shall give to the local body, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be levied on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at night.

3.3 Royalty at the prevalent rates shall be paid by the Contractor or the RMC supplier as per the terms of supply between them, on all materials such as boulders, metals, all sizes stone aggregates, brick aggregates, coarse and fine sand, moorum, earth, river sand/M sand, gravels and bajri etc. collected by him for the execution of the work, directly to the revenue authority of the state government concerned. Further, contractor needs to submit proof of submission of full royalty to the state government or local authority. Nothing extra shall be payable on this account.

3.4 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, the same shall be payable by the contractor.

3.5 The building and other construction workers welfare cess @1% shall be deducted from all the running and final bills of the contractor.

4. SAFETY PROVISIONS

4.1. The Contractor(s) shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night. In case of any accident of labours/ contractual staff the entire

responsibility will rest on the part of the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.

- 4.2. Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed, by the Contractor. It shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways, etc. with adjustable suitable working platforms to access the areas with ease for working and inspection. It shall be designed to take all incidental loads. It should cater to the safety features for workmen.

Nothing extra shall be payable on this account. It shall be ensured that no damage is caused to any structure due to the scaffolding.

- 4.3. The Engineer-in- Charge shall not be responsible for any claims for injuries to person/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or of any other of his representatives, in his employment during the execution of the work. The compensation, if any, shall be paid directly to the Department/ authority / persons concerned, by the Contractor at his own cost.

5. ENVIRONMENTAL PROTECTION AND CONSERVATION MEASURES

- 5.1. The Contractor shall take all precautions to abide by the environmental related restrictions imposed by any statutory body having jurisdiction in the area as well as prevent any pollution of streams, ravines, river bed and waterways. All waste or superfluous materials shall be transported by the Contractor, entirely to the satisfaction of the Engineer- in-Charge and disposed at designated places only.
- 5.2. The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties from pollutants like smoke, dust, noise. The contractor shall use such methodology and equipment so as to cause minimum environmental pollution of any kind and minimum hindrance to road users and to occupants of the adjacent properties or other services running adjacent/near vicinity. The contractor shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused due to the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor, without any reservation, entirely to the satisfaction of the Engineer-in- Charge.
- 5.3. The contractor will take reasonable precautions to prevent his workman and employees from removing and damaging any flora (tree/plant/vegetation) from the project area.
- 5.4. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services, if any, encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. In case the same are to be removed and diverted, expenditure incurred in doing so shall be payable to the contractor. The contractor shall work out the cost; get the same approved by Engineer-in-Charge before taking up actual execution. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 5.5. All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on project location during excavation/construction shall be the property of the Government, and shall be dealt with as per provisions of the relevant legislation. The contractor will take reasonable precaution to prevent his work men or any other persons from removing and damaging any such article or thing. He will, immediately upon discovery thereof and before removal acquaint the

Engineer- in-charge of such discovery and carry out the official instructions of Engineer-in-charge for dealing with the same, till then all work shall be carried out in a way so as not to disturb/damage such article or thing.

6. SECURITY AND TRAFFIC ARRANGEMENTS

- 6.1. In the event of any restrictions being imposed by the Security agency, BSNL/ Defence authorities, Traffic or any other authority having jurisdiction in the area on the working or movement of labour/ material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on such accounts. The loss of time on these accounts, if any, shall have to be made up by augmenting additional resources whatever required.
- 6.2. The Contractor shall make all necessary arrangements for protecting from rains, fog or likewise extreme weather conditions, the work already executed and for carrying out further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account and also no claims for hindrance shall be entertained on this account.
- 6.3. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and the work for which payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P/Machinery brought to the site by him.
- 6.4. The contractor shall construct suitable godowns, yard at the site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost.
- 6.5. The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including all equipment, services provided by him against pilferage and breakage during the period of Installations and thereafter till the building is physically handed over to the Client Department. No extra payment shall be made on this account and no claim shall be admissible on this account.

7. SETTING OUT

- 7.1. The Contractor shall carry out survey of the work area, at his own cost, setting out the layout of buildings/ roads/ services in consultation with the Engineer -in-Charge & proceed further. Any discrepancy between architectural drawings and actual layout at site shall be brought to the notice of the Engineer -in-charge. It shall be responsibility of the Contractor to ensure correct setting out of alignment. Total station survey instruments only shall be used for layout, fixing boundaries, and centre lines, etc., Nothing extra shall be payable on this account.
- 7.2. The Contractor shall establish, maintain and assume responsibility for grades, lines, levels and benchmarks. He shall report any errors or inconsistencies regarding grades, lines, levels, dimensions etc. to the Engineer -in-Charge before commencing work. Commencement of work shall be regarded as the Contractor's acceptance of such grades, lines, levels, and dimensions and no claim shall be entertained at a later date for any errors found.
- 7.3. If at any time, any error appears due to grades, lines, levels and benchmarks during the progress of the work, the Contractor shall, at his own expense rectify such error, if so required, to the satisfaction of the Engineer -in-Charge. Nothing extra shall be payable on this account.
- 7.4. The Contractor shall protect and maintain temporary/ permanent benchmarks at the site of work throughout the execution of work. These benchmarks shall be got checked by the

Engineer-in-Charge or his authorized representatives. The work at different stages shall be checked with reference to bench marks maintained for the said purpose. Nothing extra shall be payable on this account.

7.5. The approval by the Engineer-in-Charge, of the setting out by the Contractor, shall not relieve the Contractor of any of his responsibilities and obligation to rectify the errors/ defects, if any, which may be found at any stage during the progress of the work or after the completion of the work.

7.6. The Contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the Contractor at his own cost to the entire satisfaction of the Engineer - in-Charge.

8. TOOLS AND PLANTS

8.1. The bidder should have own constructions equipment required for the proper and timely execution of the work. Nothing extra shall be paid on this account.

8.2. No tools and plants including any special T&P etc. shall be supplied by the Department and the Contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.

9. CO-OPERATION WITH OTHER CONTRACTORS/SPECIALIZED AGENCIES/ ASSOCIATE CONTRACTORS

9.1. The Contractor shall cooperate with and provide the facilities to the associate Contractors and other agencies working at site for smooth execution of the work. The contractor shall indemnify the Department against any claim(s) arising out of such disputes. The Contractor shall:

- a) Allow use of scaffolding, toilets, sheds etc.
- b) Properly co-ordinate their work with the work of other Contractors.
- c) Provide control lines and benchmarks to his associate Contractors and the other Contractors.
- d) Provide electricity and water at mutually agreed rates.
- e) Provide hoist and crane facilities for lifting material at mutually agreed rates.
- f) Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.
- g) Adjust work schedule and site activities in consultation with the Engineer-in- Charge and other Contractors to suit the overall schedule completion.
- h) Resolve the disputes with other Contractors/ associate contractors amicably and the Engineer-in-Charge shall not be made intermediary or arbitrator.

9.2. The work should be planned in a systematic manner so as to ensure proper co-ordination of various disciplines viz. sanitary & water supply, drainage, rain water harvesting, electrical, fire fighting& fire alarm system, information technology, communication & electronics and any other services.

10. SUPERVISION OF WORK

10.1. The Contractor shall depute Site Engineer & skilled workers as required for the work. He shall submit organization chart along with details of Engineers and supervisory staff. It shall be ensured that all decision making powers shall be available to the representatives of the Contractor at the site itself to avoid any likely delays on this account. The Contractor shall also furnish list of persons for specialized works to be executed for various items of work. The Contractor shall identify and deploy key persons having qualifications and experience in the similar and other major works, as per the field of their expertise. If during the course of execution of work, the Engineer-in-Charge is of the opinion that the deployed staff is not sufficient or not well experienced, the Contractor shall deploy more staff or better- experienced staff at site to complete the work with quality and in stipulated time limit. Principle Technical representative of

the Contractor having requisite experience in similar nature of work as mentioned in the clause 36 of the General Conditions of the Contract and specifically mentioned in Schedule F under Clause 36 of tender document, shall always be available at the site during the actual execution of the work.

11. The Department shall in no way be responsible for either any delay in getting electric and/or water and/or telephone connections for carrying out the work or not getting connections at all. No claim of delay or any other kind, whatsoever, on this account shall be entertained from the Contractor. Also contingency arrangement of stand-by water & electric supply shall be made by the Contractor for commencement and smooth progress of the work so that work does not suffer on account of power failure or disconnection or not getting connection at all. No claim of any kind whatsoever shall be entertained on this account from the Contractor. Nothing extra shall be payable on this account.

12. CLEANLINESS OF SITE

- 12.1. The Contractor shall not stack building material/malba/muck on the land or road of the institute or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the Engineer-in-Charge, from the site of work to the approved dumping grounds as per the local bye laws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material/malba as stated above, the Contractor shall be liable to pay the stacking charges/penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer –in-Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above accounts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

- 12.2. The contractor shall take instructions from the Engineer-In-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed. The Contractor shall take all care to prevent any water- logging at site. The waste water, slush etc. shall not be allowed to be collected at site. For discharge into public drainage system, necessary permission shall be obtained from relevant authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.

13. DEFECT LIABILITY PERIOD (REFUND OF SECURITY DEPOSIT)

- 13.1. Besides observing other formalities prescribed in the General Conditions of the Contract, for release of security deposit, the contractor shall have to produce a certificate stating that no defects pointed out by Engineer-in-charge for rectification.

14. INSURANCE POLICIES

- 14.1. Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities stated elsewhere in the contract, shall maintain insurance policies as per Clause 46 of the General Conditions of contract.

- 14.2. The Contractor shall, from time to time, provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that Insurance Policies are also taken for the workers of his Sub- Contractors / specialized agencies also. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 10 days from the date of letter of acceptance of the tender and thereafter at the end of each quarter submit a report to the Department giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the Engineer-in- Charge. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be

made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.

14.3. He shall protect and indemnify the Department and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts.

14.4. The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the Department from any and all damages and claims that may arise on any account. The Contractor shall indemnify the Department against all claims in respect of patent rights, royalties, design, trademarks- of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Department in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.

EXECUTIVE ENGINEER,
BSNL CIVIL DIVISION
UDAIPUR

ADDITIONAL CONDITIONS
ADDITIONAL & PARTICULAR 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:
 - a) 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.
 - b) However, if the stipulation is for procurement of steel from secondary procures then if the contractor uses steel from primary producers the same shall be allowed but nothing extra shall be payable on this account.

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

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

The contractor shall have to obtain and furnish test certificate to the Engineer – in- charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer –in- charge as per the provisions in this regard in the relevant BIS codes. In case the test result indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work within; a 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.
- 3.2.6. 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.
- 3.2.7. 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

- 3.3. **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.**
- 3.4. **Steel and Cement brought to site and remaining unused shall not be removed from site** without written permission of the Engineer-in-charge.
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 - 2019 (Volume I to Volume II) with all up to date correction slips as on the date of opening of tenders”.**

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

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

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

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

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

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

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

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

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

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

1.4.3. The contractor shall procure the material required of material specified different item preferably from the mentioned brands below:

a) MS pipe, tubes-TATA, Jindal.

b) Acrylic Distemper/OBD-Asian paints, Nerolac, ICI, Burger :Plastic Emulsion Paint-First Quality of Asian, Luis Berger, ICI Dulux, Nerolac: Synthetic Enamel Paint-ICI (Dulux Gloss) & Asian Paint (Premium Apcolite Gloss), Nerolac.

- c) Steel Primer - ICI, Asian Paints, Burger, Nerolac: Wood Primer - ICI, Asian Paints, Burger, Nerolac: Admixtures - Dr.Fixit, Fosroc & Sika.
- d) Aluminium Sections - Hindalco, Jindal, Indal.
- e) Aluminium Fittings - Ebco, Dorma, Ozone, Classic & Everite : Hydraulic Door Closer - Dorset, Dorma, Ozone, Hardwyn, Everite : Floor Springs - Hardwyn, Hyper.
- f) Wall Putty - Birla Care, J K White.
- g) Pre coated galvanized sheet – TATA, JSW.

1.4.4. 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.

1.4.5. 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 in built 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, buldges etc. The contractor shall also take suitable precautionary measure to prevent breaking and chipping of corners and edges' of completed work until the building is handed over. The size of shuttering plates for slabs shall not be less than 0.6m x 0.9m in general. However, contractor has to provide tape or wooden fillets or rubber gaskets to seal the joint properly to get smooth surface. Further shuttering shall be of such quality that there are no undulations and surfaces will be fairly even and no extra thick ceiling plaster shall be permitted to make the surface even. Any honey-combed: or poorly formed concrete shall be repaired with polymer concrete of any suitable design by the Contractor at his own cost, in accordance with, the specifications laid down in hand book of Repairs and Rehabilitation of RCC buildings by CPWD.
- 2.8. **BRICK WORK: - Bricks used in the work shall be F.P.S. to be obtained from kilns** approved by Engineer-In-Charge. In all other respects they shall conform to the provisions in CPWD specifications.
- 2.9. **STONE WORK: Stone used for stone masonry work shall be hard granite/ basalt/ quartz stone/sand stone** to be obtained from quarries approved by Engineer-In-Charge and shall conform to the relevant provision in the CPWD specifications.
- 2.10. **All above materials like stone aggregates, coarse, fine sand, bricks, surkhi stone etc.** confirming 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/Sewerman for sanitary, water supply, drainage work and shall be carried out in manner complying in all respects with the requirement of relevant by laws of the local municipal authority. The Contractor shall give a guarantee to the effect that the, work shall remain structurally stable and shall guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc. The Contractor shall furnish a Guarantee Bond, as per prescribed format. The Guarantee Period shall be for 10 (Ten) years.

- 2.15. **Approval of sample work of repetitive/ typical nature prior to general execution of work** shall be as enumerated hereafter.

2.15.1. Samples of typical portion of the works of repetitive nature such as typical room, toilet room, or any other work shall be prepared by the contractor under the directions and to the satisfaction of Engineer-in-Charge and got approved from him in writing before the commencement of these items for the entire work.

2.15.2. The work shall be so arranged to be carried out that the requirement for preparation of samples are observed and fulfilled without any detriment to the general progress of work. In other words, this will not allows having any effect on the general progress of work or on any of the terms and conditions of the contract. No claims of any kind whatsoever including the claim of extension of time will be entertained due to the incorporation of this requirement.

- 2.16. **FLOOR TEST FOR TELEPHONE EXCHANGE BUILDINGS - The floor of Technical rooms in the T.E. buildings shall be laid in such a way that the limits in floor levels would not be exceeded as follows.**

- a) 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.
- b) The levels if checked over a distance of 4 metre in any direction shall not to exceed 5mm.

- c) 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.
- d) 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 within 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-koba), the particular specifications shall be applicable

2.18.2. The Contractor shall associate himself 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. PROCUREMENT OF RAW MATERIALS

1.1. Stone Aggregate: Stone aggregate used in the work shall be crushed or broken hard stone to be obtained from approved source/ quarry and shall conform to the relevant provisions in the CPWD specifications

1.2. Coarse Sand: Coarse sand used in the work shall be obtained from approved source and shall conform to the relevant provision in the CPWD specifications.

1.3. Fine Sand: Fine sand used in the work shall be obtained from approved source and shall conform to the relevant provision in the CPWD specifications. In case, sand available at above source does not conform to the required specifications, coarse sand shall be mixed in it to bring it to the required specifications. Nothing extra shall, however be paid for it

1.4. NOTE:

1.4.1. Where only one variety of sand is available, the sand will be sieved for use in finishing work, as directed by the Engineer-in-charge, in order to obtain smooth surface and nothing extra will be paid on this account.

1.4.2. The use of manufactured sand (M sand) is also allowed wherever there is scarcity of natural/ river sand. The manufactured sand shall be of good quality and should conform to CPWD specifications regarding grading of sand for its use in different civil works. Use of filter sand should not be used for civil works in any case.

1.5. Sand for filling in Plinth: The sand for filling in plinth under floor shall be obtained from approved source and shall conform to Clause-2.22.1 of CPWD specifications.

1.6. The fineness modulus of sand to be used in different works shall be as follows:

Coarse Sand	Fineness modulus between 2.5 to 3.5	As specified in the item like plain concrete, RCC work, flooring work etc.
Fine Sand	Fineness modulus between 1.2 to 1.6	As specified in the items like, finishing coat of cement plaster, skirting, dado etc.

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

1.8. Bricks for Brick Work: Bricks used in the work shall be well burnt FPS bricks of uniform colour throughout the cross section to be obtained from approved kilns. In all other respect they shall conform to Class designation-75 (for works at Delhi, Punjab J&K, UP and West Bengal), Class designation-50 (for Rajasthan and Karnataka) and Class designation-35 (for MP, Maharashtra and Goa).

1.9. All above materials like stone aggregates, coarse sand, fine sand, Bricks, 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. PROCUREMENT OF READY MADE MATERIALS

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

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

2.2.1. The materials shall be as per the Brand specified in the schedule of items.

- 2.2.2. If the brand specified in the schedule of item is not available then the material shall be used as per the brand specified in the list of preferred make.
- 2.2.3. If the brand specified is not available in the preferred list then the material shall be ISI marked.
- 2.2.4. If ISI marked item is not available then it should be from ISO certified Company.
- 2.2.5. If the ISI marked or ISO certified items are not available then the best available items in the market to be procured as decided by the Engineer-in-charge.
- 2.3. Equivalents for the various materials and the materials of approved make shall be got approved from the Engineer-in-Charge of work in writing before using them on the work.
- 2.4. Variation in basic cost of material in specified items: In case of some items, the basic cost of primary material conforming to the nomenclature varies in a very wide range, for eg. Decorative veneers, granite slab, marble stone, laminated sheet etc. In these items, the basic cost of primary material proposed to be used has been mentioned in the nomenclature of item. In such cases, cost-adjustment shall be done as per following procedure.
 - 2.4.1. In those items where basic rate is mentioned in the nomenclature, no deduction or extra- payment shall be made if the actual basic rate of material approved & provided is within +/- 10% of the basic rate mentioned in the nomenclature.
 - 2.4.2. If the actual cost of material approved & provided at the time of execution is beyond +/- 10% of the basic rate mentioned in nomenclature, then the amount on account this variation (beyond +/-10% of the rate mentioned in nomenclature) shall be paid extra or deducted as the case may be. The procedure for making such additional payment/ deduction shall be similar to that detailed in Clause 12 of the General Conditions of Contract for extra item/substitute items.
 - 2.4.3. It shall be the responsibility of contractor to provide sufficient documentary proof such as bills, invoice, quotations, and price list etc. regarding variation in pricing. The Engineer-in- charge may independently verify the lowest market rates and decide the admissibility and quantum of cost-adjustment which shall be final and binding upon the contractor.
 - 2.4.4. This condition of extra payment for variation in basic cost of materials shall be applicable only for those items of schedule of quantities where the basic rate of material adopted in the estimate has been specifically mentioned in the nomenclature of item.

3. TESTING OF MATERIALS & RELATED ASPECTS

- 3.1. Materials brought at site of work shall not be used in the work before getting satisfactory Mandatory test results. For details, relevant provisions in the CPWD specification shall be referred to.
- 3.2. If the testing specifications for any material are not available in the CPWD Specifications cited above, relevant BIS Specifications should be followed.
- 3.3. The contractor shall procure all the materials/ samples in advance, so that there is sufficient time for testing of the same before use in work.
- 3.4. Samples of various materials required for testing shall be provided free of charge by the contractor.
- 3.5. All other expenditures incurred for testing such as packing, sealing, transportation, loading, unloading etc shall be borne by the contractor himself.
- 3.6. 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.
- 3.7. The Engineer-in-Charge of work shall check the test results and satisfy himself before allowing any payment in the running/final bill.

3.8. No claims of any kind whatsoever including the claim of extension of time shall be entertained due to incorporation of above requirements for testing of materials.

3.9. CC Cube Test: With a view to avoid controversy about quality of cement concrete as revealed in the test result of 7 days cubes falling short of the prescribed standard by over 10% to 20% and pending testing of balance 3 cubes for 28 days as final confirmatory acceptance test, crushed samples of cement concrete from the failed 7 days cubes should be preserved in a sealed bag.

4. PARTICULAR SPECIFICATIONS FOR EARTHWORK

4.1. Earthwork in excavation, in general, shall be carried out as per the CPWD Specifications.

4.2. The earthwork in excavation, wherever required, shall be carried out in slushy position. Rates for earthwork shall include cost of the element for working in or under water / liquid mud including pumping of water / liquid mud. Nothing extra shall be payable on this account. Therefore, the Contractor shall quote his rates after studying the site conditions.

4.3. 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.

4.4. Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery and materials have been arranged and closing of the trench (s) thereafter shall be ensured within the least possible time.

4.5. Surplus excavated earth which is beyond the requirement of the India Army shall have to be disposed off by the contractor at his own cost after obtaining written permission of the Engineer-in-charge and no payment will be made by the BSNL for disposal of this surplus excavated earth.

4.6. The excavated earth (or building materials) shall not be stacked on areas where other buildings, road, services or compound wall or any other structure are to be constructed.

5. PARTICULAR SPECIFICATIONS FOR DE-WATERING

5.1. De-watering shall be carried out by suitable means with adequate stand-by arrangements of pumps etc. and it shall be ensured that its disposal is carried out as per the regulations of the local bodies. The agencies are, therefore, advised to inspect and acquaint themselves of the site and location of disposal point(s) of water / slush and satisfy themselves as regards method of pumping and disposal required to be adopted. Any default or failure on the part of the Contractor to acquaint himself with the aforesaid aspect of work shall not absolve him from his responsibility for the execution / performance of this contract. Also, all permissions in this regard, to be taken from local authorities, shall be obtained by the Contractor. Nothing extra shall be payable on these accounts.

5.2. In trenches where surface water is likely to get into cut / trench during monsoons, a ring bund of puddle clay or by any other means shall be formed outside, to the required height, and maintained by the Contractor. Also, suitable steps shall be taken by the Contractor to prevent back flow of pumped water into the trench. Nothing extra shall be payable on this account.

5.3. The cost of de watering or working under water and / or liquid mud for execution of all the items for the work is deemed to be included in quoted rates of the respective items and shall not be measured separately for payment. Nothing extra shall be payable for de watering in this work, irrespective of whether specified or not, in the item descriptions or in the specifications / conditions in this contract agreement.

5.4. This shall also include water encountered from any source such as rains, floods, sub soil water table being high and/or due to any other cause whatsoever.

6. PARTICULAR SPECIFICATIONS FOR CONCRETE AND RCC WORKS

- 6.1.** The work in general shall be carried out as per the CPWD specifications.
- 6.2.** Non-destructive Testing for Concrete/R.C.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 nonconformity of the test to the standards, the contractor shall be liable to redo 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.
- 6.3.** Cement slurry, if any, added over base surface (or) for continuation of concreting for better bond is deemed to have been in built in the items (Unless otherwise explicitly stated) and nothing extra shall be payable (or) extra cement considered in consumption on this account.
- 6.4.** Proper Grooves shall be provided in plaster along junctions of RCC Work and Brick/Stone work as per directions of the Engineer-in-charge and nothing extra will be paid on this account.
- 6.5.** In the item of RCC walls, railings and roofs etc. nothing extra shall be paid for making designs as per pattern given by Architects or for thickness of sections.
- 6.6.** The rate of item for reinforcement in R.C.C. work includes all operations including straightening, cutting, bending, binding with annealed steel wire and placing in position at all the floors with all leads and lifts complete.
- 6.7.** Before taking up the RCC (wall / box) work for external façade as mentioned in the structural drawings of the respective buildings, the contractor shall submit a method statement for carrying out shuttering and RCC work, for approval of Engineer-in-Charge. The work for this portion shall be executed only after approval of method statement, after taking into consideration the observations of Engineer-in-Charge, if any.
- 6.8.** In case, expansion strip is required to be provided as per the structural requirement in any of the buildings, the contractor shall follow the scheme provided by Engineer-in-Charge including keeping the shuttering in position for extended period. Nothing extra shall be paid on this account.
- 6.9.** Construction joints in RCC shall be provided only at places as per approved structural drawings. It shall not in any manner structurally or functionally affect the structure. If, any additional construction joint is required to be provided, it shall be done with approval of the Engineer-in-Charge.
- 6.10.** The centering, shuttering, strutting etc., required for the construction joint in RCC shall be provided as per the CPWD Specifications

7. CENTRING AND SHUTTERING FOR R.C.C. WORK

- 7.1.** The concrete surface shall be free from honeycombing, 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.
- 7.2.** 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.

- 7.3. The size of shuttering plates for slabs shall not be less than 0.6m x 0.9m in general.
- 7.4. However, contractor has to provide tape or wooden fillets or rubber gaskets to seal the joint properly to get smooth surface.
- 7.5. 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 honeycombed 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.
- 7.6. Steel centering & shuttering, scaffolding and props shall be used for all the items of RCC. All propping and centering shall be either of steel tubes with extension pieces or built up sections of rolled steel. Shuttering used for concreting shall be sufficiently stiffened and of good quality mild steel plates free from dents, bends or warping and rusting. For shuttering of beam bottom, staircase and fins and for other places where use of steel shuttering is not found to be feasible, waterproof shuttering ply shall be used with prior approval of the engineer-in-charge.
- 7.7. All scaffolding, centering and shuttering shall be with properly designed system which shall be got approved from Engineer-in-Charge and centering and shuttering required for RCC work will be brought to site by the contractor well in advance so that the progress of the upper floors is not hampered due to non-availability of the same. Nothing extra shall be paid for this.
- 7.8. In respect of projected balconies, projected slabs at roof level and projected verandah, payment for the RCC work shall be made under the item of RCC slabs. The payment for centering and shuttering of such item shall similarly be paid under the item of centering and shuttering of RCC slab. Nothing extra shall be paid for the side shuttering at the edges of these projected balconies and projected verandahs, all the exposed edge shall however, be finished as per specification and nothing extra shall be paid for this

8. PARTICULAR SPECIFICATIONS – FINISHING

8.1. General (applicable for all items under this sub-head)

- 8.1.1. The work shall in general be carried out as per the CPWD specifications and the manufacturer's specifications (where CPWD specifications are not available).
- 8.1.2. The theoretical consumptions of the various materials like plaster, primer, paint, etc. shall be as per the CPWD specifications and the various coefficients specified herein. Wherever coefficients are not mentioned in CPWD specifications, the same shall be as specified under relevant items. Nothing extra shall be payable on account of actual consumption exceeding the theoretical consumption. However, in exceptional cases, if the actual consumption is lesser than the theoretical consumption, cost adjustment shall be made for lesser consumption of material at the prevailing market rate.

8.2. The material for melamine polish shall be of the approved make as specified.

9. **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. RATES

- 1.1. 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.
- 1.2. 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. 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 quality 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. 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. 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. The contractor shall maintain in good condition all work during execution till completion of entire work allotted to him.
6. 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. 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. 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. 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
Udaipur**

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

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.

BANK GUARANTEE BOND

1. In consideration of the Bharat Sanchar Nigam Limited (hereinafter "THE BSNL") having agreed to exempt _____ (herein after called the said "CONTRACTOR(s)") from the demand under the terms and conditions of an Agreement No. _____ dated _____ made between _____ and _____ for _____ the work _____ (hereinafter called "the said agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement on production of a bank Guarantee for Rs. _____ (Rupees _____ only).
We _____ (indicate the name of "the bank" (Hereinafter referred to as "the Bank") at the request of contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding Rs. _____ on demand.
2. We _____ do hereby undertake to pay _____ (indicate the name of Bank) the amounts due and payable under this guarantee without any demur, 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 regard the amount due and payable by the Bank under this guarantee. However, on liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have to claim against us for 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 its claim satisfied or discharged or till Engineer-in-charge on behalf of the BSNL certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and 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 contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission on the 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 effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We _____ lastly undertake not to revoked this guarantee except with the previous consent of the BSNL in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by BSNL notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liability under this guarantee shall stand discharged.

Date the _____ Day of _____ for _____
(indicate the Name of Bank).

AFFIDAVIT

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

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

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

I/We also indemnify the **BHARAT SANCHAR NIGAM LIMITED** against any losses arising out of non-
encashment of the bank guarantee if any.

(Deponent)
Signature of Contractor

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

**Notice for appointment of Arbitrator
[Refer Clause 25]**

To

The Chief Engineer
BSNL Civil Zone

.....

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant

(Only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully,
(Signatures)

Copy in duplicate to:

1. The Executive Engineer,Division.

List of Preferred Makes for Civil Works

SN	Name of Materials	Preferred Makes
1	Ordinary Portland cement	ACC, Ultratech, Gujarat Ambuja, Vikram, Birla & JKCement.
2	Pozzolona Cement (Grey) - 43 Grade	JP Rewa & Shree
3	White Cement	Birla White / J. K. White
4	Flush Door Shutters	Kitply Industries , Century , Greenlam & Samrat Laminates
5	PVC Pipe & Fittings	Supreme, Ashirwad & Prince.
6	Acrylic Distemper / Plastic Paint / OBD	ICI & Asian Paints (Tractor Acrylic)
7	Synthetic Enamel Paint	ICI (Dulux Gloss) & Asian Paint (Premium Apcolite Gloss)
8	Steel Primer	ICI & Asian Paints
9	Wood Primer	ICI & Asian Paints
10	Stainless Steel Sink (Out of Salem Steel only)	DIAMOND, NIRALI, Neelkant & Jayna
11	Float Valve	Viking & Prayag.
12	Vitreous China Sanitary Ware	Parryware, Hindware & Cera
13	Plastic Seat Cover of W.C. (ISI Mark only)	Hindware, Parryware & Cera
14	CP Fittings / Mixer Pillar taps Washers	EXCEL, ESS ESS or equivalent
15	Centrifugally Cast (Spun) Iron Pipes	NECO, or any other B.I.S marked Product & Fittings
16	G.I. Pipes	Jindal (Hissar) , TATA
17	G.I. Fittings	Unik ,SVW & UU
18	Gun metal Valves	Leader, Zoloto & Sant
19	Mirror Glass	Atul, Modi Guard & Saint Gobain
20	Aluminium Sections	Hindalco, Jindal
21	Aluminium Fittings	Classic & Everite
22	Hydraulic Door Closer	Everest, Sandhu, Classica
23	Exterior Paint	Asian, Nerolac, Berger & Snowcem India
24	6 mm / 12 mm thick Ply	Century, Duro & Green or equivalent
25	Telescopic Drawer Channel	Earl Bihari & Hettich
26	Ceramic Glazed Floor Tiles	Nitco, Johnson, Naveen, Orient, Asian & Kajaria
27	19 mm Block Board	Century, Green Ply & Archid or equivalent
28	Wall Putty	Birla Care & JK White
29	Ceramic Wall Tiles for Dado	Nitco, Johnson, Naveen, Orient, Asian & Kajaria
30	W.C., EWC, Wash Basin, Urinal & Urinal Division Plates	Hindware, Parryware & Cera

31.	PVC Antistatic Sheet	Krishna Vinyal, Tusker, wonder floor or equivalent.
32.	False Flooring Tiles/ Stud/ Channel/Jack etc.	As approved by Engineer-in-charge.
33.	False Ceiling	Armstrong or equivalent as approved by Engineer-in-charge.
34.	Gypboard	Gyprock or equivalent as approved by Engineer-in-charge.
35	Health Shower, Taps, Jet Spray	Jaguar or equivalent
36	PVC water Tank	Sintex, Diplast or ISI mark as approved by Engineer-in-charge.

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 (Civil)
BSNL Civil Division, Udaipur**

SCHEDULE OF QUANTITY

Name of work: Waterproofing treatment of left side terrace over MSC portion at main T.E. Building Udaipur.

SN	Description	Qty	Unit	Rate in Figures	Rate in words	Amount in figures
	Sub-Head : Concrete Work					
1	Extra for providing and mixing water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification.	21.00	per 50 kg cement	----	----	----
	SH:- Finishing					
2	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 , all complete as per directions of Engineer-In-Charge.					
2.01	1:4 (1 cement: 4 coarse sand)	50.00	One Sqm	----	----	----
	Sub-Head :Repairs to building					
3	Providing and laying APP (Atactic Polypropylene Polymer) modified prefabricated five layer 3 mm thick water proofing membrane, black finished reinforced with non-woven polyester matt consisting of a coat of bitumen primer for bitumen membrane @ 0.40 litre/sqm by the same membrane manufacture of density at 25°C, 0.87-0.89 kg/ litre and viscocity 70-160 cps. Over the primer coat the layer of membrane shall be laid using Butane Torch and sealing all joints etc, and preparing the surface complete. The vital physical and chemical parameters of the membrane shall be as under : Joint strength in longitudinal and transverse direction at 23°C as 650/ 450N/5cm. Tear strength in longitudinal and transverse direction as 300/250N. Softening point of membrane not less than 150°C. Cold flexibility shall be upto -2°C when tested in accordance with ASTM, D -5147. The laying of membrane shall be got done through the authorised applicator of the manufacturer of membrane :					
3.01	3mm thick (Item includes the cost of making chases and embedding the waterproofing mambrane into the parapet walls and repaing the same with Cement concrete/plaster etc.)	530.00	One Sqm	----	----	----
	Sub-Head : Dismantling & Demolishing					

4	Making the opening in brick masonry including dismantling in floor or walls by cutting masonry and making good the damages to walls, flooring and jambs complete, to match existing surface i/c disposal of mulba/rubbish to the nearest municipal dumping ground, all complete as per directions of Engineer-In-Charge.					
4.01	For door/ window/ clerestory window.	2.00	Sqm	----	----	----
5	Dismantling stone slab roofing over wooden karries or R.C.C. battens (dismantling karries and battens to be paid for separately), including stacking of serviceable material and disposal of unserviceable material within 50 metres lead.	2.00	Cum	----	----	----
6	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	12.00	Cum	----	----	----
Sub-Head : Water Supply						
7	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	6000.00	One Litre	----	----	----
Sub-Head :Water proofing						
8	Grading roof for water proofing treatment with					
8.01	Cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6 mm nominal size)	2.00	One Cum	----	----	----
9	Removing existing old tar felt/old APP and disposal it up to ground level and outside the Exchange campus with all leads and lifts to the approved municipal dumps complete .	530.00	One Sqm	----	----	----
10	Cleaning of roof by scrapping loose bitumen paint using wire brush, Scrappers, chiselling etc. up to satisfaction of Engineer in charge for getting proper bonding i/c washing with water and removal of dust by air blower etc complete .	530.00	One Sqm	----	----	----

Executive Engineer (Civil)
BSNL CIVIL DIVISION,
Udaipur