



BHARAT SANCHAR NIGAM LIMITED

OFF LINE TENDER DOCUMENTS

NIT No. 35/EE(C)/BSNL/JP/2024-25

For the work of: - Re-arranging water supply and installation of water tank in TE bldg campus Heerapath, mansarover, Jaipur.

Name of Contractor: _____

Estimated Cost: Rs. 26207.00

Earnest Money: Rs. 524.00

Time allowed: One Month

Office of the
Sub Divisional Engineer (C), BSNL Civil Sub Division-III,
Telecom Colony, Malviya Nagar, Jaipur - 302015

All Tenderers To Note The Following Salient Points Before Quoting For The Work

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

1. (a) **The rates quoted by the agency shall be inclusive of all types of taxes / levies / duty by the Govt. including Cess/including 100% GST and nothing extra shall be payable on such account.**
(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”.**
2. **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).**
3. No octroi exemption certificate shall be issued by the department nor the octroi duty paid by the tenderer will be reimbursed. Hence octroi charges shall be included in the offer.
4. No force measure clause of firms stipulated shall be accepted. The extension of time for completion of the works is governed by clause 5 of the tender documents.
5. No advance payments can be made. The payment is governed by the normal department practice and stipulations like levy of interest if payment is not made in a specified time are not acceptable.
6. Any unworkable conditions such as short validity period of acceptance of the tenders will not be accepted.
7. The firm should submit bid security declaration form before submission of their offer.
8. The tender papers shall neither be issued nor accepted by post.
9. It may be noted that conditional tenders or tenders with conditional rebates shall be summarily rejected.

Sub Divisional Engineer (Civil)
BSNL Civil Sub Division-III
Jaipur.

NAME OF WORK: - Re-arranging water supply and installation of water tank in TE bldg campus Heerapath, mansarover, Jaipur.

Index

SNO	DETAILS	PAGES	
		FROM	TO
1)	Declaration certificate before submitting the tender	5	5
2)	Important instructions to tenderers who have downloaded tender document from web	4	4
3)	Declaration (to be given by tenderers who have downloaded tender document from web)	5	5
4)	Important notes for tenderers	6	6
5)	Notice Inviting Tender & BSNL W-6	7	16
6)	BSNL W-8	17	18
7)	Proforma of Schedules	19	22
8)	Performas for Agreement, Guarantee bonds and other Guarantees	23	28
9)	General Instructions	29	29
10)	Certificate as per para 14 of BSNL-6	30	30
11)	Declaration for compliance of E.P.F. & MP Act.	30	30
12)	Bid Security declaration form	31	31
13)	To GCC for civil works -2006, Correction slips upto No.4 & 5 issued by BSNL time to time but not incorporated in GCC book (incorporated by this correction slip in to GCC Book)	32	34
14)	CS_04_ANNEXURE-A	33	33
15)	CS_05_ANNEXURE-A	34	34
16)	CS_06_ANNEXURE-A	35	35
17)	Schedule of Quantity	36	37

This N.I.T. contains = 35 pages.

SUB DIVISIONAL ENGINEER (C),
BSNL CIVIL SUB DIVISION-III, JAIPUR

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

SDE(C)
Internet Downloaded Copy

Contr.
35/EE(C)/BSNL/JP/24-25

All the tenderers (who have down loaded the tenders from the web) should read and understand the following important instructions carefully before actually quoting the rates and submitting the tenders for the work :-

1. The tenderers should see carefully & ensure that the **complete tender document** including schedule of quantity as **per index** given on page '2' has been down loaded & there are total 37 **(Thirty Seven) pages in** all in the tender document.
2. **The printout of tender document should be taken on 12" paper & the printer settings etc are such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.**
3. The tenderers should ensure that **no page** in the down loaded tender document is **missing**.
4. The tenderers should ensure that all pages in the down loaded tender document are **legible & clear** & are printed on a good quality paper.
5. The tenderers should ensure that **every page** of the down-loaded tender document is **signed by tenderer**.
6. The tenderers should ensure that the down loaded tender document is **properly bound and sealed** before submitting the same. The loose / spiral bound tenders not properly sealed shall be rejected out-rightly.
7. In case of any correction / addition / alteration / omission in the tender document, it shall be treated as non-responsive and shall be rejected .
8. The tenderers shall **furnish a declaration to this effect** that no addition / deletion / correction has been made in the tender document submitted and it is identical to the tender document appearing on the website. The tenderers should read carefully & **sign the declaration** given on the next page before submitting the tender.
9. The "Tender", Cost of Tender Application (on prescribed format alongwith all enclosures)" should be submitted as detailed in para '9.1' of the Notice Inviting Tender (BSNL W-6).
10. The tenders downloaded from the web-site but not submitted in above manner shall be summarily rejected.
11. In case of any doubt in the down loaded tender, the same should be got clarified from the o/o SUB DIVISIONAL ENGINEER, BSNL CIVIL SUB DIVISION-III, JAIPUR before submitting the tender.

Dated

(CONTRACTOR)

DECLARATION

(TO BE GIVEN BY TENDERER WHO HAVE DOWNLOADED TENDER DOCUMENT FROM WEBSITE)

It is to certify that

- 1) I / We have submitted the tender document as **downloaded directly from the website & there is no change in formatting, number of pages etc.**
- 2) I / We have submitted tender document which is **same / identical** as available in the website.
- 3) I / We have **not made any modifications / corrections / additions etc** in the tender document downloaded from web by me / us.
- 4) I / We have checked that **no page is missing** and all pages as per the index are available & that all pages of tender document submitted by us are **clear & legible.**
- 5) I / We have **signed all the pages** of the tender document before submitting the same.
- 6) I / We have **sealed** the tender document properly before submitting the same.
- 7) I / We have read carefully & understood the important instructions to tenderers who have downloaded the tenders from the web.
- 8) In case at any stage later, it is found that there is any discrepancy / difference in the tender document submitted by me / us from the original, the original tender document available in the division office shall be considered to be correct and I / we shall have no claim of any sort on this account.
- 9) In case at any stage later, it is found that there is any discrepancy / difference in the tender document submitted by me / us from the original, the BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
- 10) In case at any stage later, it is found that there is any discrepancy / difference in the tender document submitted by me / us from the original, the tender / work will be cancelled and Earnest Money / Performance Guarantee / Security Deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to me / us on this account.
- 11) In case at any stage later, it is found that there is any discrepancy / difference in the tender document submitted by me / us from the original, I / We may also be debarred for further participation in the tender in the concerned BSNL Civil Zone & would also render me / us liable to be removed from the approved list of contractors of the BSNL.

Dated

(CONTRACTOR)

IMPORTANT NOTES FOR TENDERERS

1. TAX AND DUTIES :

The quoted rates for all items shall be inclusive of all taxes, levies, cess and duties as on date, including GST for which condition given below in subsequent clauses will be applicable. . Insurance, loading, unloading, transportation etc shall be included in the rates. The rate shall be firm and final. Nothing extra shall be payable in this regard.

2. EPF provision :

The Contractor shall include in his quoted rates for all expenses to meet his obligations for making contribution towards employee provident fund.

3. GST :

(a) **The rates quoted by the agency shall be inclusive of all types of taxes / levies / duty by the Govt. including Cess/including 100% GST and nothing extra shall be payable on such account.**

(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) The tenderers may note that they are liable for payment of GST as per Govt. of India rules. The rates quoted by the agency shall be inclusive of all taxes, levies and cess except **GST**, as service provider in work contracts as per the GST rules. The contractor as service provider shall be fully responsible for any default in payment of this tax. The contractor shall be solely responsible for any default of GST regulations and timely payment of the GST to the GST authorities as per Govt. of India rules. Penalty/Interest for late submission etc. shall be the sole responsibility of the contractor and BSNL shall not be liable for the same.

4. The intending tenderers shall submit along with the application attested copy of enlistment / registration certificate, list of works of requisite magnitude completed along with copies of certificates / testimonials of their satisfactory completion from the department concerned obtained from an officer not below the rank of Executive Engineer of the work.

5. BOCW Cess :-

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”.

Dated

(CONTRACTOR)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)

o/o Sub Divisional Engineer (C), BSNL Civil Sub Division-III,
Telecom Colony, Malviya Nagar Jaipur-302015

NIT No. 35/EE(C)/BSNL/JP/2023-24**Dated:- 25.09.2024****NOTICE INVITING TENDER**

1. Sealed item rate tenders are invited by the **Sub Divisional Engineer (Civil), BSNL Civil Sub Division-III, Jaipur** on behalf of the BSNL for following work from the approved and eligible tenderers registered in the appropriate category for building works in BSNL/DOT and also from the eligible contractors registered in the appropriate category with other Public works organizations like CPWD, State PWD (B&R), DOP, MES & Railways in addition to BSNL/DOT enlisted contractors. Specialized agencies having requisite experience as below mentioned in any government organization or PSU's are also eligible for tender.

a.	Name of Work:	Re-arranging water supply and installation of water tank in TE bldg campus Heerapath, mansarover, Jaipur.
b.	Division:	BSNL Civil Sub Division-III Jaipur
c.	Estimated Cost:	Rs. 26207.00
d.	EMD:	Rs. 524.00
e.	Time For Completion:	One Month
f.	Tender Cost:	Rs. 177.00
g.	Last Date of Application Receipt:	07.10.2024 up to 16.00 Hrs.
h.	Last Date of Tender Issue:	08.10.2024 up to 16.00 Hrs.
i.	Date of Tender Receipt:	09.10.2024 up to 15.00 Hrs.
j.	Date of Tender Opening:	09.10.2024 at 15.30 Hrs.
k		Eligibility conditions for issue of tenders to contractors shall be as below
k.(I)	For BSNL enlisted contractors	NIL
K(ii)	For Non BSNL enlisted Contractors	NIL
K(iii)	Specialized Agencies	Experience certificate required as mentioned para 1.1.1.2

2. The tender document can be purchased from the office of the Sub Divisional Engineer(C) between 11:00 Hrs to 16:00 Hrs. on all working days upon application along with the following:-

- a) Attested copy of contractor's Registration certificate, EPF/GSTIN registration certificate.

SDE(C)
Internet Downloaded Copy

Contr.
35/EE(C)/BSNL/JP/24-25

- b) Requisite tender fee as indicated above per set (non – refundable) in cash / D.D./ Pay order of Scheduled Bank drawn in favor of **Accounts Office (Cash) O/o PGM TD, BSNL, Jaipur.**
3. Bid Security declaration/Earnest Money declaration.
 4. If there happens to be a holiday on the above mentioned dates the transaction shall be made on the next working day at the same time
 5. The tender documents shall neither be accepted nor be issued by post.
 6. The complete tender document can also be downloaded from the web site [www. rajasthan.bsnl.co.in.](http://www.rajasthan.bsnl.co.in) In case the tender document is downloaded from the website, the contractor shall submit the downloaded tender documents in the manner detailed in the Tender Documents (**BSNL W – 6**).
 7. The “General Conditions of Contract” with up to date correction slips i/c No.4 & 5, appendix XV & Annexure A containing the general rules and direction, Conditions of contract, clauses of contract, safety code, Model rules, Labour regulations and Performa of Agreement, Bank Guarantee, Registers, Additional conditions, Additional and Particular specifications etc can be seen in the office of EE(C), which is also a part of tender document. .
 8. Tender in which any of the prescribed conditions(s) is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, the tender shall be summarily rejected. However, the tenders with unconditional rebates will be acceptable.
 9. Competent authority on behalf of BSNL does not bind himself to accept the lowest or any other tender and reserve to himself the right to reject any or all the tenders without assigning of any reasons.
 10. Near relative of BSNL employees are prohibited from participation in tenders.
 11. The intending tenderer(s) shall invariably sign the Undertaking provided with the tender documents. Any failure to do so may result in rejection of the tenders.
 12. (a) **The rates quoted by the agency shall be inclusive of all types of taxes / levies / duty by the Govt. including Cess/including 100% GST and nothing extra shall be payable on such account.**
 - (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”.**

Sub Divisional Engineer(C)
BSNL Civil Sub Division-III
Jaipur

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

1. Demand draft/Pay order or Banker's Cheque/Deposit or Call Receipt/FDR against EMD.
2. Demand draft/Pay order or Banker's Cheque of any Scheduled Bank towards cost of Bid document.
3. Valid Enlistment certificate.
4. Certificates of Work Experience (If applicable for non BSNL registered contractor/Specialized agencies).
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. Near relative certificate as stipulated under clause 14 of Notice Inviting Tender.
8. Power of Attorney, if applicable.
9. Any other documents as specified in the press notice
10. Partner deed if any.

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

NOTICE INVITING TENDER

1.0 Item rate tenders are invited on behalf of BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from the approved and eligible contractors of DOT / BSNL and contractors registered with other Public Works Organizations like CPWD, State PWD (B&R), DOP, MES and Railways for building work for the work of “NAME OF WORK : [Re-arranging water supply and installation of water tank in TE bldg campus Heerapath, mansarover, Jaipur.](#)

The work is estimated to Cost Rs. [26207.00](#)

1.1 The tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority.

1.2 Tenders/Bidders will be founds eligible bidders if they will provided the off line following documents (as Technical bid) as well as on line submitted to **their valid enlistment, GSTIN registration & EPF registration, Tender cost, 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), with the appropriate authorities** subject to the following relaxations:-

1.3 In case “Any of the contractor is not already having registration with EPF authority, then after opening of financial bid such contractor/ agency shall apply for EPF registration number to EPF registration authority but he will given an undertaking along with these documents.

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

1.3.2 In case of failure on part of agency to furnish the proof of submission of application for obtaining EPF registration number within 15 days of date of issue of acceptance letter, the action in reference to Bid security declaration shall be initiated and no claim whatsoever shall be entertained in the matter.

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

1.3.4 Any financial & legal consequences arising due to non-submission of proof of application or detail of registration certificate with EPF authorities at appropriate time mentioned above shall be borne by the agency and no claim whatsoever shall rest with BSNL. An undertaking shall be submitted by the intending tenderer/bidder in this regard as a token & acceptance of conditions mentioned above regarding EPF registration.

1.3.5 Criteria of eligibility for submission of tender documents for Non-BSNL registered contractors of Public Works Organizations like CPWD, State PWD (B&R), DOP, MES & Railways.

1.3.6 Criteria of eligibility for issue of tender documents for non BSNL registered contractors-

1.3.6.1. For works upto Rs. 7 lakhs - NIL

1.3.6.2 For the works above Rs 7 lakhs and upto Rs. 2.5 Cr and all specialized works irrespective of its cost ,the applicant should have completed works as per detail below during the last seven years ending last day of the month previous the one in which the tender are invited.

(a) Three similar completed works costing not less than the amount equal to 40% of estimated cost, or

(b) Two similar completed works costing not less than the amount equal to 50% of estimated cost, or

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

For the purpose of this clause 'Similar work' means “Building with RCC foundation or RCC works or towers with foundation, with or without erection, Addition/alteration to buildings, construct of Compound wall, executed for central / state Govt. / Public sector undertakings”.

Experience certificate shall be issued by an officer not below the rank of Executive Engineer (C).

- 2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form no. BSNL W-7/8, which is available as a BSNL Publication / on BSNL Web site www.civil.bsnl.co.in. The tenderer shall quote his rates as per various terms and conditions of the said form, (In case "Tender Documents" are downloaded from the BSNL Website in which rates / percentage are to be quoted should be properly bound and sealed) which will form part of the agreement.
- 3.0 The time allowed for carrying out the work will be **One Month** from the **7th day** after the date of issue of letter of award of work, or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
- 4.0 The site for the work is available.
- 5.0 The last date of receipt of applications for issue of tender forms (in prescribed format/ the application & tender form can also be down loaded from BSNL website www.rajasthan.bsnl.co.in and date of issue of tender forms will be as follows :
- i) Last date of **receipt of application** - **07.10.2024** upto 16:00 Hours.
 - ii) Last date of **issue of tender forms** - **08.10.2024** upto 16.00 Hours.

The tender documents shall neither be accepted nor be issued by post.

- 6.0 The tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL website www.rajasthan.bsnl.co.in or be seen in the office of the SUB DIVISIONAL ENGINEER (C), BSNL CIVIL SUB DIVISION-III, Jaipur between 11.00 hours & 16.00 hours every day except on Second Saturdays, Sundays and Public Holidays. The tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of the following : -
- (i) **Rs.150/-+18% GST = Rs.177/- (Rupees one hundred seventy seven only)** in cash as cost of tender (Non refundable) drawn in favour of **Accounts Officer (Cash) O/o the PGM TD, BSNL, Jaipur.**
 - (ii) Earnest money of Rs. **524.00** only deposit at call receipt of a scheduled bank / fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in of **Accounts Officer (Cash) O/o the PGM TD, BSNL, Jaipur.**
When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable
- 6.1 The tender shall be accompanied by cost of tender, if not paid earlier as in the case of down loaded tender form website in the form as detailed in the para 6.0 above.

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

7.0 The tenders, which should always be placed in sealed envelope, in the manner detailed at para '9' below, will be **received** by the SUB DIVISION ENGINEER, BSNL CIVIL SUB DIVISION-III, Jaipur upto 15.00 hours on **09.10.2024** and will be opened by him or his authorized representative in his office on the **same day** at **15.30 hours**. After opening the main envelope no. '3', the envelope no. '1' containing the Earnest Money, Cost of Tender, eligibility credentials shall be opened first.

The envelope no.'2' containing tender shall be opened only for those tenderers, whose cost of Tender and eligibility etc (as applicable) is found in order.

The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached. If there happens to be holiday on any dates mentioned above then the transactions will be made on next working day.

The description of the work is as follows:- **Re-arranging water supply and installation of water tank in TE bldg campus Heerapath, mansarover, Jaipur.**

8. **The rates quoted by the agency shall be inclusive of all types of taxes / levies / duty by the Govt. including Labour Cess including 100 % GST and GST cess on Goods and Services. The GST as applicable on works contract shall be paid by the contractor as per notification issued by GOI from time to time. The labour, welfare cess and TDS as per the Govt. regulations will be recovered from the contractor.**

9. Submission of tender: - Tender shall be submitted in following manner :

9.1 In case the tender document is down loaded from BSNL website -

9.1.1 "Cost of Tender and eligibility credentials shall be placed in sealed envelope no. '1' marked "Cost of Tender and eligibility credentials".

9.1.2 The "Tender" shall be placed in sealed envelope no. '2' and will be superscripted as "Tender".

9.1.3 The sealed envelopes no. '1' & '2' as above containing "Cost of Tender & Eligibility Credentials etc" and the "Tender" shall be placed in another sealed envelope no. '3'.

9.1.4 All the three envelopes shall be superscripted with following data on it.

- (i) Name of work
- (ii) Name of tenderer
- (iii) Last date of receipt of tender

9.2 In case tender document is purchased from Division / Sub-division office -

9.2.1 "Proof of paying the Cost of Tender documents, proof of payment of EMD and copies of documents showing eligibility credentials" shall be placed in sealed envelope no. 1

9.2.2 The envelope no. '2' will be as per para '9.1.2'.

9.2.3 The sealed envelopes no. '1' & '2' shall be placed in another sealed envelope no '3'.

9.2.4 Same as para '9.1.4'.

Note: In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred

from tendering in BSNL for three years including any other action under the contract or existing law.

- 9.3 The tender in which rates / percentage are to be quoted should be properly bound and sealed. Loose / spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction / addition / alteration / omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.
- 10.0 The copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above-mentioned officer.
- 10.1 The tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & plants, water, electricity, access facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.
- 11.0 The competent authority on behalf of Bharat Sanchar Nigam Limited does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
- 12.0 The canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 13.0 The competent authority on behalf of the Bharat Sanchar Nigam Limited reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 14.0 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is / are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is / are defined as:
- (i) Member of Hindu Undivided family (HUF).
 - (ii) They are Husband and Wife.
 - (iii) The one is related to other in the manner as father, mother, son(s) & son's wife (daughter-in-law), daughter(s), daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee / gazette officer in the BSNL or Department of Telecom or in the Ministry of Communications.

All the intending tenderers will have to give a certificate that none of his / her such near relative (s) as defined above is / are working in the concerned BSNL Civil Zone where he is going to apply for tender / work. The format of the certificate is as under:

“I, s/o Shri resident of hereby certify that none of my relative (s) as defined above is / are employed in concerned BSNL Civil Zone. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me”.

The certificate in case of Proprietorship Firm shall be given by the proprietor; for Partnership Firm certificate shall be given by all partners and in case of Limited Company, by all Directors of the company. However, Government of India / Financial Institutions nominees and independent non-official part-time Directors appointed by Government of India or the Governor of the State are excluded from the purview of submission of this certificate while submitting tenders by Limited Companies.

Any breach of these conditions by the Company or Firm or any other person, the tender / work will be cancelled and Earnest Money / Security Deposit will be forfeited at any stage, whenever it is so noticed. BSNL will not pay any damages to the company or Firm or the concerned person but damages arising on account of such cancellation to be borne by the contractor. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned BSNL Civil Zone. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors or BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.

15.0 No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India / State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Government service, without previous permission of the Government 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 Government of India / State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.

16.0 The tender for the work shall remain open for acceptance for a period of **30 (Thirty days)** days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance / intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

17.0 In case of works having estimated cost below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the prescribed performa as annexed with standard tender document available on the website www.rajasthan.bsnl.co.in, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the registration may be suspended as per “Bid Security Declaration” and tender cancelled. In case of works of estimated to cost Rs. 15,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the prescribed performa as annexed with standard tender document available on the website www.rajasthan.bsnl.co.in, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the registration may be suspended as per “Bid Security Declaration” and tender cancelled.

- 18.0 This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause '1' of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer / Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer / Contractor shall, within 30 days from such date, formally sign the agreement consisting of:
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard BSNL W - 7/8 as available on the website www.rajasthan.bsnl.co.in.
 - c) Agreement signed on non-judicial stamp paper as per the prescribed performa as annexed with standard tender document available on the website.
 - d) Performance Guarantee (if applicable) signed on non-judicial stamp paper as per the prescribed performa as annexed with standard tender document available on the website.
- 19.0 The 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 account number shall be quoted in the tender by the tenderer.
 - (b) The cost of ECS / EFT will be borne by BSNL in all cases where the payment to contractor is made in a local branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
 - (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
 - (d) The payments to contractors will compulsorily be made through ECS / EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
- 20.0 First running account bill shall be paid only after-
- (a) Signing of the Agreement / Contract by both the parties, and
 - (b) Progress chart has been prepared as required under Clause '5' and approved by the competent authority.
- 21.0 If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of six months.
- 22.0 The "General Conditions of Contract" with up to date correction slips i/c No.4 & 5, appendix XV & Annexure A containing the general rules and direction, Conditions of contract, clauses of contract, safety code, Model rules, Labour regulations and Performa of Agreement, Bank Guarantee, Registers, Additional conditions, Additional and Particular specifications etc can be seen in the office of EE(C), which is also a part of tender document.
- 23.0 The tenderer shall furnish a declaration to this effect (In case of downloaded tender) that no addition / deletion / correction have been made in the tender document submitted and it is

identical to the tender document appearing on website. Every page of down loaded tender shall be signed by the tenderer with stamp (seal) of his firm / organization.

- 24.0 In the event of no rate has been quoted for any item (s) then the rate for such item(s) will be considered as Zero and work will be required to be executed accordingly. It will be presumed that the contractor has included the cost of this/these item(s) in other item(s).
- 25.0 Successful contractor shall comply with the conditions of relevant EPF Act including maintaining, producing and submitting various documents when demanded showing details of employees /labours engaged, duration of their engagement, amount of wages paid to such labours /employees for the relevant period, amount of EPF contribution (both employees / labours 'contribution) for the duration of engagement and proof of payment of the same to concerned EPF authority. Contractor will have to obtain EPF clearance from the concerned EPF authority before payment of final bill.

SUB DIVISIONAL ENGINEER (CIVIL),
BSNL CIVIL SUB DIVISION-III, JAIPUR
For & on behalf of the Bharat Sanchar Nigam Limited

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

STATE - RAJASTHAN

CIRCLE - JAIPUR

DIVISION - JAIPUR

ZONE — RAJASTHAN

SUB DIVISION: BSNL CIVIL SUB DIV.III, JAIPUR

Item Rate Tender & Contract for Works

Tender for the work of:- [Re-arranging water supply and installation of water tank in TE bldg campus Heerapath, mansarover, Jaipur.](#)

To be **submitted** by **15.00** hours on **09.10.2024** to THE SUB DIVISIONAL ENGINEER(C), BSNL CIVIL SUB DIVISION-III, JAIPUR.

To be **opened** in presence of tenderers who may be present at **15.30** hours on **09.10.2024** in the office of THE SUB DIVISIONAL ENGINEER(C), BSNL CIVIL SUB DIVISION-III, JAIPUR.

Issued to: (Contractor)

Signature of officer issuing the documents:

Designation:

Date of Issue:

T E N D E R

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

I / We hereby tender for the execution of the work specified for the Bharat Sanchar Nigam Limited within the time specified in schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule '1' of General Rules and Directions and in Clause '11' of the Conditions of the contract and with such materials as are provided for, by and in respect in accordance with, such conditions so far as applicable.

I / We agree to keep the tender open for **30 (Thirty days)** 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. 524.00** has been deposited in prescribed manner as earnest money. If I / We fail to commence the work specified I / We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to suspend registration for the time specified or otherwise 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

SDE(C)

Internet Downloaded Copy

Contr.

35/EE(C)/BSNL/JP/24-25

Scheduled Bank of India in accordance with the Performa prescribed or in the form of Fixed Deposit Receipt etc., within 15 days of the issue of letter of acceptance of Tender by the BSNL. I / We am / are aware that in the event of failure on my / our part to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.

I / We hereby intimate that for receiving payments I / we have an account in bank with account No.where the ECS / EFT facility of e-payment is available.

I / We hereby declare that I / We shall treat the tender documents drawings and other records connected with the work as secret / confidential documents and shall not communicate information derived there from to any person other than a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I / We agree that should I / We fail to commence the work specified in the above memorandum, the option of the competent authority on behalf of the Bharat Sanchar Nigam Limited may suspend registration for the time specified without prejudice to any right or remedy available in law so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me / us under this contract or otherwise. The information in respect of works in hand is as per Performa enclosed.

I / we agree that this contract is subject to jurisdiction of Court at jaipur only.” (Where the NIT / Tender has been issued)

The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive of Goods & Service taxes (GST) & GST Cess.

Dated:

Witness:

Address:

Postal Address:

(.....)

Signature of Contractor

Occupation:

ACCEPTANCE

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

The letters referred to below shall form part of this Contract Agreement :-

(a)

(b)

Signature :

Dated :

Name :

Designation :

For & on behalf of the BHARAT SANCHAR NIGAM LIMITED

PROFORMA OF SCHEDULES				
SCHEDULE "A"				
Schedule of Quantities - Attached				
SCHEDULE "B"				
Details of 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
NOT APPLICABLE				
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 A) General conditions and specifications - Attached B) List of approved Makes : As approved by Engineer-in-Charge C) Correction Slip : Enclosed				
SCHEDULE "E"				
Schedule of component of Materials, Labour etc for escalation				
CLAUSE 10 C				
Component of Materials expressed as percent of Total Value of Work			"X"	75%
Component of Labour expressed as percent of Total Value of Work			"Y"	25%
Component of POL expressed as percent of Total value of Work			"Z"	0%

SCHEDULE "F"	
Reference to General Conditions of Contract	
Name of Work	Re-arranging water supply and installation of water tank in TE bldg campus Heerapath, mansarover, Jaipur.
Estimated cost of Work	Rs. 26207.00
Earnest Money	Rs. 524.00
Performance Guarantee (5 % of the tendered value in respect of works with estimated cost put to tender exceeding Rs. 15 lakhs)	Rs/= (Rupees Only)

Security Deposit (10 % of the work done for works with estimated cost put to tender upto Rs 15 lakhs or 5% of the work done in respect of works with estimated cost put to tender exceeding Rs. 15 lakhs)	Rs/= (Rupees Only)
GENERAL RULES AND DIRECTIONS	
Officers inviting tender	SUB DIVISIONAL ENGINEER, BSNL CIVIL SUB DIVISION-III, JAIPUR
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3	50% (Fifty Percent)
Definitions	
See below	
2(v) Engineer-in-charge	EXECUTIVE ENGINEER, BSNL CIVIL DIVISION, JAIPUR
2(viii) Accepting Authority	SUB DIVISIONAL ENGINEER, BSNL CIVIL SUB DIVISION-III, JAIPUR
2(x) Percentage on cost of materials and Labour to cover all overheads and profit	10 %
2(xi) Standard Schedule of Rates	CPWD, DELHI SCHEDULE OF RATES- 2023 appended from time to time and further applied with reduction factor @110/115 on DSR-2023
2(xii) Department	BSNL
9(ii) Standard BSNL Contract Form	BSNL Form W-8 a modified and corrected up to 2009 with additional conditions and specifications with i.e. up to date correction slips i/c No.4 &5, appendix XV & Annexure A.

Clause 2	
Authority for fixing compensation under Clause 2	EXECUTIVE ENGINEER (C), BSNL CIVIL DIV. JAIPUR
Clause 2 A	
Whether Clause 2A shall be applicable	No
Clause 3A	
Whether Clause 3A shall be applicable	No
Clause 5	
i) Time allowed for execution of work.	One Month
ii) Authority to give fair and reasonable extension of time for completion of work.	EXECUTIVE ENGINEER (C), BSNL CIVIL DIV. JAIPUR
Clause 6A	
Whether Clause 6A shall be applicable	No
Clause 7	
Gross value of work to be done together with net payment / adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment.	Rs.50,000/-

Clause 10	Reinforcement steel to be used in the work shall have to be procured as below: (a) TMT bars manufactured by PRIMARY PRODUCERS e.g.SAIL/TISCO/RINL	
Clause 11		
Specification to be followed for execution of work.	CPWD Specifications 2009 Volume I to II, with up to date correction slips shall be followed.	
Clause 12		
12.1.2 (iii)	Schedule of rates for determining the rates for additional, altered or substituted items that cannot be determined under 12.1.2(i) and (ii)	CPWD, DELHI SCHEDULE OF RATES- 2023 appended from time to time and further applied with reduction factor @110/115 on DSR-2023
12.1.2 (iv)	Plus / minus the % over the rate entered in the schedule of rates.%age above / below the estimated cost
12.2 & 12.3	Deviation Limit for value of any item of any individual trade beyond which sub clauses 12.1.2 (i) to (iii) shall not apply and clauses 12.2.& 12.3 shall apply.	50% (Fifty Percent)
Clause 16		
Competent authority for deciding reduced rates.	SUPERINTENDING ENGINEER(C), BSNL CIVIL CIRCLE, JAIPUR	
Clause 25		
Competent authority for conciliation	Deleted	
Clause 36(i)		
a)	General guideline for fixing requirement of technical staff and rate of recovery in case of non-compliance, for a work shall be as per the following table (See appendix 18 of CPWD Manual 2014).	

S.No.	Minimum qualification of technical representative.	discipline	Designation (Principal Technical / Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provisions of clause 36(i)	
						Figures	Words
1.	Graduate Engineer	Civil	Principal Technical representative	Nil	1	10000/- Per Month	Rs. Ten thousand only
OR							
2.	Diploma Engineer	Civil	Principal Technical representative	5 Years	1	10000/- Per Month	Rs. Ten thousand only

Clause 37	The rates quoted by the agency shall be inclusive of all types of taxes / levies / duty by the Govt. including Labour Cess Including 100 % GST and GST cess on Goods and Services.	
Clause 42		
i)	Schedule / statement for determining theoretical quantities of cement on the basis of Delhi Schedule of Rates 2014 printed by CPWD with upto date correction slips as on the date of opening of tenders.	CPWD, DELHI SCHEDULE OF RATES- 2021 appended from time to time and further applied with reduction factor @110/115 on DSR-2021 schedule items.
ii)	Variation permissible on theoretical quantities	
a)	Cement for works with estimated cost 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
Clause 46 INSURANCE	The contractor shall at his own cost arrange , secure and maintain insurance in the joint names of the BSNL and contractor with any of the subsidiary of the General Insurance Corporation of India .	a) Contractor's All risks Insurance. b) Workman compensation & Employers liabilities Insurance. c)Third party Insurance
Star prices to be considered for escalation & recoveries		
S. No	Material	Star Prices (Rate in Figures and Words)
1	For Cement	N/A
2(a)	For Mild Steel	N/A
2(b)	For Reinforcement Steel conforming to BIS 1786 (Fe 415 Grade)	N/A
2(c)	For Reinforcement Steel TMT bars Conforming to relevant BIS codes from main producers as approved by Ministry of Steel	N/A
2(d)	For Galvanized steel	

PERFORMA FOR AGREEMENT
(ON NONJUDICIALSTAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK

OF _____

DATED _____

Between M/s _____ **(refer note) in the town**
of _____

Hereinafter called the contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and the Bharat Sanchar Nigam Limited hereinafter called the BSNL (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

WHEREAS

a. The BSNL is desirous that the construction of _____ at _____ should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special Conditions of the Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, has called for Tender.

b. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the surface, strata, soil, subsoil and grounds, the form and nature of the site and local conditions the quantities, nature and magnitude of the work the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.

c. The tender documents including the BSNL's Press Notice Inviting Tender, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and rates, General obligations, Specifications, Drawings, plan, time schedule for completion of work. Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.

AND WHEREAS

The BSNL accepted the tender of M/s (----- (refer note) (Contractor) for the construction of -----at -----and conveyed vide letter No.----- dated----- at the rates stated in the Schedule of quantities for the work and accepted by the BSNL (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract.

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS.

1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby convenient with the BSNL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND

2. In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

3. It is specifically and distinctly understood and agreed between the BSNL and the contractor that the contractor shall have no right, title or interest in the site made available by the BSNL for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the BSNL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

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

In Witness whereof the parties here to have hereinto set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf of BSNL

Signature and delivered for and on
Behalf of the contractor

(BHARAT SANCHAR NIGAM LIMITED)

(Contractor)

OFFICIAL ADDRESS

Date

Date

Place

Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE

SIGNATURE

NAME

NAME

SIGNATURE

SIGNATURE

NAME

NAME

For Proprietary Concern

Shri.....s/o.....r/o.....carrying on business under the name and style of.....at..... (Hereinafter called the said Contractor which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

For Partnership Concern

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

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

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

For Companies

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

SUB DIVISIONAL ENGINEER (C)
BSNL CIVIL SUB DIVISION-III, JAIPUR

SDE(C)
Internet Downloaded Copy

Contr.
35/EE(C)/BSNL/JP/24-25

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 inter alia, 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 the amount of loss and/ or cost incurred by the BSNL on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and _____ by for and on behalf of the BHARAT SANCHAR NIGAM LIMITED on the day, month and year first above written. Signed sealed and delivered by OBLIGATOR in presence of:

1. _____

2. _____

SIGNED FOR AND ON BEHALF OF THE BHARAT SANCHAR NIGAM LIMITED

BY _____

In presence of: 1. _____

2. _____

BANK GUARANTEE BOND

1. In consideration of the BHARAT SANCHAR NIGAM LIMITED (hereinafter called "the BSNL") having agreed under the terms and conditions of agreement No. _____ Dated _____ made between _____ and _____ (hereinafter called "the said contractor(s)") for the _____ work (hereinafter called "the said agreement") for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We _____ (indicate the name of the Bank) (hereinafter referred to as "as Bank) hereby undertake to pay to the BSNL an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the BSNL.

2. We _____ (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from the BSNL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment made by us under this bond shall be valid discharge of our liability for payment to there-under and the contractor(s) shall have no claim against us making such payment.

4. We _____ (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the BSNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

5. We _____ (indicate the name of Bank) further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance act of omission on that part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected or so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the BSNL in writing.

8. This guarantee shall be valid up to _____ unless extended on demand by BSNL. Notwithstanding anything mentioned above our liability against this Guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Date the _____ date of _____ for _____

(Indicate the name of Bank)

AFFIDAVIT

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

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

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

I/We also indemnify the Bharat Sanchar Nigam Limited against any losses arising out of non
encashment of the bank guarantee if any.

(Deponent)
Signature of Contractor

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

GENERAL INSTRUCTIONS

1. The entire work shall in general conform to the **C.P.W.D. Specifications for Works 2009 (Volume I to volume II)** with all correction slips issued up to date as on the date of opening of tenders and description in the Schedule of Quantities, additional conditions, special conditions, additional specifications, latest relevant Bureau of Indian Standard codes and the drawings.
2. All the above quoted documents shall be considered complementary to each other. However in case of conflict among the various provisions, the following order of precedence shall be followed.
 - a) Provision in nomenclature of item in schedule of quantities, including drawings, if any mentioned therein.
 - b) Special Conditions.
 - c) Additional Conditions.
 - d) Additional Specifications.
 - e) C.P.W.D. Specifications.
 - f) Latest relevant B.I.S. codes
 - g) Drawings of the work not specifically mentioned in the nomenclature of the item.
 - h) The decision of the Engineer-in charge given in writing based on sound engineering practice and local usage shall be final and binding on the contractor
3. Where ever “C.P.W.D. Specification” is referred to in the tender documents, it shall mean **“C.P.W.D. Specifications for Works 2009 (Volume I to Volume II)** with all up to date correction slips as on the date of opening of tenders”.
4. Wherever any reference to any Indian Standard Specifications (B.I.S.) occurs in the documents relating to this contract, the same shall be inclusive of all upto date amendments or revisions.
5. Where ever “D.S.R.” is referred to in the tender documents, it shall mean **“C.P.W.D. Delhi Schedule of Rates 2018** with all up to date correction slips as on the date of opening of tenders”.
6. The work shall be executed and measured as per Metric Dimensions given in the schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only)
7. **Other Taxes and Royalties**
 - 7.1. 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.
 - 7.2. **The rates quoted by the agency shall be inclusive of all types of taxes / levies / duty by the Govt. including Labour Cess including 100 % GST and GST cess on Goods and Services. The GST as applicable on works contract shall be paid by the contractor as per notification issued by GOI from time to time. The labour, welfare cess and TDS as per the Govt. regulations will be recovered from the contractor.**
 - 7.3. 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.

SUB DIVISIONAL ENGINEER (C)
BSNL CIVIL SUB DIVISION-III
JAIPUR

CERTIFICATEs

AS PER PARA 14 OF BSNL 6

1. I,Son of resident of
..... hereby certify that
none of my/our relative(s) as defined in para 14 of BSNL-6 is/are employed in BSNL Rajasthan
Civil Zone. In case at any stage, it is found that information given by me/us is falls/incorrect,
BSNL shall have the absolute right to take any decision as deemed fit without prior intimation to
me/us.

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.

DECLARATION FOR COMPLIANCE OF EPF & MP ACT & GST RULES.

I/We _____ do hereby solemnly declare that I shall abide by all the
rules/ conditions/ provision of EPF and Miscellaneous Provision Act. 1952 and also Govt. of
India GST Rules as applicable. I shall pay the GST as applicable as per rules. In case of default
by the undersigned, the sole responsibility shall be mine/ us.

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.

Correction Slip

To GCC for civil works -2006, Correction slips issued by BSNL time to time but not incorporated in GCC book (incorporated by this correction slip in to GCC Book)

Correction Slips of BSNL W-6 in Item No. 16 & 17 at page 5 GCC

16. 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 tender withdraws his tender before the said period or issue of letter of acceptance /intent, which is earlier , or makes any modifications of the tender which are not acceptable to the BSNL , then the BSNL shall , without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
17. In case of works having estimated cost below Rs. 15,00,000/- the successful tenderer shall be required to execute an agreement with the Engineer-in-Charge in the Performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money shall be forfeited and tender cancelled.

In case of works of estimated to cost Rs. 15,00,000/ and above , the successful tenderer shall, upon issue of letter of acceptance of Tender , shall be required to furnish Performance Guarantee @ 5% of the tendered value in the form irrevocable Ban Guarantee of requisite amount to the Engineer-in-Charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the BSNL In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days to earnest money will be forfeited and tender cancelled.

Sl.No	Clause or Para	Inserted/ Addition / Deletions
1	BSNL-W-6 para 6.0 (ii)	In line no.1 inserted "Banker's cheque /" before at call receipt
2	BSNL.W-7/8 para A at page No. 7 paragraph 2 line 1	Read as Rs. 15,00,000/- instead Rs. 6,00,000/-
3	General rules & directions Page 8 Para 4A line 7	Read as envelop instead of tender
4	General rules & directions Page 10 Para 13 paragraph 1 & 3 line 1&1.	Read as (Rs. 15,00,000/- Rupees Forty Five lacs) instead Rs. 6,00,000/-Rs. Six lakhs
5	Clause of contract Clause 17 line 6 page 38	Insert "and below except road work". after Rs. Forty Five lakhs
6	Performa of Schedules "F" line 11,15 & 20 page 93	Read as Rs. 15,00,000/- instead Rs. 6,00,000/-
7	Page no.7 para 6 line 1 & page 97 para 4 jurisdiction of court	Shall be at Jaipur only

**Amendments in instructions for filling up
“The Contract Conditions of Contractor”
Correction Slip No.4
(To GCC for Civil works – 2006)**

Clause / Para	Existing Provisions	Modifications proposed
Clause 3A of Schedule-F	Does not exist	It shall be applicable to all BSNL Internal Works but for turnkey / External Projects this clause will not be applicable to keep the contractor engaged and to safeguard the BSNL interest. Respective NIT approving authority shall be provisioned this clause accordingly.
Clause 6A of Schedule-F	Does not exist	For operation of 6A regarding Computerized Measurement Books, the NIT approving authority shall initially implement this clause for all works costing more than Rs. 1.00 Crore (Rs. One Crore) and after six months with effect from issue of this Correction Slip (C.S. No.4) the same may be reviewed for lesser value of works depending on the preparedness of the contractors and BSNL executives in that Civil Zone for all works as per Section 7.12 of CPWD Works Manual 2014.
Clause 12.1.2.(ii) & 12.1.2.(iii) of Schedule-F	Enter reference to Schedule of Rates & Enter % of above / below	Deleted.
Clause 25 of Schedule-F	Enter the designation of Conciliatory authority . In respect ofthe adjoining zone.	Deleted.
Clause 36 of Schedule-F	(iii) Enter the number of years NIT issuing authority	To be filled up by NIT approving authority as per latest provision of Appendix-18 of CPWD Works Manual.

**Correction Slip No. 5
(To GCC for Civil Works-2006)**

Clause. No	Present Provision in the clause	Modified Provision in the Clause
37(i)	Sales Tax / VAT (except Service Tax), Building and other construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect. However, in respect of Service Tax, same shall be paid by the contractor to the concern department on demand and it will be reimbursed to him by the engineer in-charge after satisfying that it has been actually and genuinely paid by the contractor.	The rates quoted by the agency shall be inclusive of all types of taxes / levies / duty by the Govt. including Labour Cess but including 100% GST and GST cess on Goods and Services. Goods and services tax as applicable on purchase of goods/services to be used in the work and other contractual workers welfare cess or any other tax or cess in respect of the contract shall be payable by the contractor. If BSNL suffers any loss or claim due to non-compliance of GST Act provision by the contractor, the BSNL will take appropriate action against him, including recovery from the payment due to him.
38(i)	All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes /levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work with in the control of the contractor.	All tendered rates shall be inclusive of all taxes, levies and including GST. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extension, 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.

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

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

**Sub Divisional Engineer
BSNL Civil Sub Division-III
Jaipur**

Name of Work: Re-arranging water supply and installation of water tank in TE bldg campus
Heerapath, mansarover, Jaipur.

S.no	Deiscription	Qty	Unit	Rate in Rs.	Amount
1	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
a	All kinds of soil.	8.00	Cum		
2	Dismantling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, manually/ by mechanical means including stacking of pipes within 50 metres lead as per direction of Engineer-in-charge :				
a	15 mm to 40 mm nominal bore	15.00	Mtr		
3	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. : Internal work - Exposed on wall				
a	20 mm nominal outer dia .Pipes.	34.00	metre		
b	25 mm nominal outer dia .Pipes.	7.00	metre		
4	Providing and fixing PTMT bib cock of approved quality and colour.				
a	15 mm nominal bore, 122 mm long. Weighing not less than 99 gms.	3.00	Each		
5	Providing and fixing PTMT stop cock of approved quality and colour.				
a	15 mm nominal bore, 86 mm long. Weighing not less than 88 gms.	2.00	Each		
6	Providing and fixing PTMT grating of approved quality and colour.				
a	Circular type.				
(i)	125 mm nominal dia with 25 mm waste hole.	2.00	Each		

7	Providing and fixing PTMT Ball cock of approved quality, colour and make complete with Epoxy coated aluminium rod with L.P./H.P.H.D. plastic ball.		
a	25 mm nominal bore, 152 mm long. Weighing not less than 440 gms.	2.00	Each
8	Providing and fixing PTMT angle stop cock 15 mm nominal bore. Weighing not less than 85 gms.	2.00	Each
9	Providing and fixing unplasticised P.V.C. connection pipe with PTMT Nuts, collar and bush of approved quality and colour.		
a	15 mm nominal bore with 45 cm length.	4.00	Each
10	Providing and fixing P.V.C. low level flushing cistern with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete.		
a	10 litre capacity - White	1.00	Each
11	Engaging beldar/sewerman as and when required on call basis(whole day) as per requirement and to join the departmental sewer man when single person is not able to attend severe choking complaint, and also may be used in cleaning sweeping of toilet etc.(Acid, bamboo, cleaning rod ,ladder, rope will be provided by the agency .)	4.00	days
12	Credit to the department for unserviceable scrapped angle iron, flats, wires, pipes etc.	10.00	kg
13	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) specials including jointing of pipes & specials with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge.		
a	C.P.V. C. Unions.		
	i) 20 mm dia	3.00	Each
	ii) 25 mm dia	1.00	Each
b	C.P.V.C. Gate Valve		
	i) 20 mm dia	4.00	Each
	i) 25 mm dia	2.00	Each

Sub Divisional Engineer
BSNL Civil Sub Division-III
Jaipur