

## BHARAT SANCHAR NIGAM LIMIT

#### **TENDER DOCUMENTS**

For the work of: - Cleaning of One no. septic tank, manholes sewer lines nearby Type-IV and / type-III block BSNL

Colony Kumbha Nagar, Chittorgarh.

| Name of Contractor | ,<br>, |
|--------------------|--------|
|--------------------|--------|

**Estimated Cost** : Rs. 56935.00

**Earnest Money** : Rs. 1139.00

Time allowed : 01 (One) Month.

### Offline tender published by

"Nodal Officer (Tender)" O/o the Sr. Chief Engineer (Civil), BSNL Civil Raj. Zone, Transmission Bhawan, PGMTD campus, Ashok Marg, C-Scheme, Jaipur (Raj.) 302 001

### Tender invited by

Sub Divisional Officer (C), BSNL Civil Sub Division, First floor, Vaishali Nagar Telephone Exchange Building, Vaishali Nagar, Ajmer- 305006, Tel - 0145-2642600, Fax-2640021

"For BSNL Tunes, dial 56700 and select your song"

#### 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. The rate offered should inclusive all other cess as applicable on date. Insurance, loading, unloading, transportation etc. should be included on works contact basis. The rate shall be firm and final.
  - NOTE:- 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).
- 2. No octroi exemption certificate shall be issued by the department nor will the octroi duty paid by the tenderer be reimbursed. Hence octroi charges shall be included in the offer.
- 3. The firm's attention is drawn to clause 10 C of the tender documents in regard to increase/decrease in cost of materials. The same will only be applicable.
- 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. If, turnover of tenderer increase excise duty nothing extra will be paid on the accounts. Any statutory change by fresh order after opening of tender shall only be reimbursed/recovered as per actual on submitting proof in accordance with standing order-258. in case the chapter applicable excise duty tariff mentioned in gate pass does not tally with item demanded in NIT, nothing shall be paid.
- 8. The firm should deposit EMD before submission of their offer.
- 9. Rate quoted shall be inclusive of all cess, GST as applicable.
- 10. The tender papers shall neither be issued nor accepted by post.
- 11. It may be noted that conditional tenders or tenders with conditional rebates shall be summarily rejected.
- 12. The work is estimated to cost. This estimate, however, is given merely as a rough guide.
- 13. The quoted rates for all items shall be inclusive of all levies, cess, such as 1% BOCW Labour welfare cess, as applicable on date, GST. The rate shall be firm and final. Nothing extra shall be payable in this regard.

Sub Divisional Officer (Civil) BSNL Civil Sub Division Ajmer

# NAME OF WORK:- Cleaning of One no. septic tank, manholes sewer lines nearby Type-IV and / type-III block BSNL Colony Kumbha Nagar, Chittorgarh.

## **INDEX**

| S.No. | Descriptions  | Page No. |  |  |  |  |
|-------|---|----------|--|--|--|--|
| 1     | Important instructions to tenderers who have                  | 4        |  |  |  |  |
|       | downloaded  |          |  |  |  |  |
|       | tender document from web.                                     |          |  |  |  |  |
| 2     | Declaration (to be given by tenderers who                     | 5        |  |  |  |  |
|       | have downloaded tender document from web)                     |          |  |  |  |  |
| 3     | Important notes for tenderers                                 | 6        |  |  |  |  |
| 4     | Notice Inviting Tender & BSNL W-6                             | 7-15     |  |  |  |  |
| 5     | BSNL W-8  | 16-18    |  |  |  |  |
| 6     | Performa of Schedules   | 19-25    |  |  |  |  |
| 7     | Performa for Agreement  | 26-32    |  |  |  |  |
| 8     | General Instructions  | 33-34    |  |  |  |  |
| 9     | Certificate as per Para 14 of BSNL-6                          | 35       |  |  |  |  |
| 10    | Declaration for compliance of E.P.F. & MP Act.                | 36       |  |  |  |  |
| 11    | To GCC for civil works -2006, Correction slips up to No.4 & 5 | 37       |  |  |  |  |
|       | issued by BSNL time to time but not incorporated in GCC       |          |  |  |  |  |
|       | book (incorporated by this correction slip in to GCC Book )   |          |  |  |  |  |
| 12    | Additional conditions and Specifications                      | 38-42    |  |  |  |  |
| 13    | Additional Specifications                                     | 42-50    |  |  |  |  |
| 14    | Correction Slip No.4 ANNEXURE-A                               | 51       |  |  |  |  |
| 15    | List of preferred brands to be used                           | 52       |  |  |  |  |
|       |   |          |  |  |  |  |
| 16    | CS_05_ANNEXURE-A  | 53       |  |  |  |  |
| 17    | CS_06_ANNEXURE-A  | 54       |  |  |  |  |
| 18    | Correction slip No.6  | 55       |  |  |  |  |
| 19    | Schedule of quantities for civil work                         | 56       |  |  |  |  |

This N.I.T. contains 56 pages.

SUB DIVISIONAL OFFICER (C), BSNL CIVIL SUB DIVISION, AJMER

#### **DECLARATION CERTIFICATE BEFORE SUBMITTING THE TENDER**

#### **Certified that:-**

- Architectural Drawings have been seen. 1.
- 2. Site of construction inspected.
- 3. Tender witness by the person other than the tenderer quoting under this bid.
- 4. Tender documents have been seen

Signature of Contractor

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

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 56 (Fifty six ) 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 Cost of Tender (non-refundable) should be submitted separately in the form as detailed in para '6.3' of Notice Inviting Tender (BSNL W-6).
- 10. The "Tender" and the "EMD, Cost of Tender & Application (on prescribed format along with all enclosures)" should be submitted as detailed in para '9.1' of the Notice Inviting Tender (BSNL W-6).
- 11. The tenders downloaded from the web-site but not submitted in above manner shall be summarily rejected.

| 12.     | In case of any doubt in the down loaded tender, the same should be got clarified from the O/o Sub Divisional Officer (C), BSNL Civil Sub Division, Ajmer before submitting the tender. |
|---------|--|
| Dated . |  |
| (CON    | TRACTOR)   |
|         |  |

Contr.

#### **DECLARATION**

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

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 down loaded 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.
- 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 levies, cess as applicable on date, 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. (b) VARIATION IN EXCISE DUTY

In case of statuary variation in excise duty in respect of material, within the stipulated date of completion of individual agreement, the same shall be paid or recovered as per the actual against documentary proof. However, beyond this period Department will take advantage of any duty reduction but will not pay extra on account of duty increase.

#### 3. EPF provision

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

#### **4. GST**

- (a) As per GST rules as applicable.
- 5. 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 Sub Divisional Officer of the work.
- **BOCW Cess**: The tenderers may note that they are liable for payment of 1% BOCW labour welfare Cess which will be deducted at source from all its due Bill.

## TENDER NOTIFICATION BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

O/o the Sub Divisional Engineer (C), BSNL Civil Sub Division, 1<sup>st</sup> Floor, Telephone Exchange Building, Vaishali Nagar, Ajmer

#### **Important Instructions for Bidder**

Item rate **tender** are invited on behalf of **BHARAT SANCHAR NIGAM LIMITED** from approved and Enlisted eligible contractors in appropriate class as per usual terms and conditions applicable to them from time to time or the eligible contractors from the approved class of BSNL (Civil Wing), DOT (Civil Wing), DOP (Civil Wing), CPWD, MES, Railways, Rajasthan state PWD (B&R) and central / State Government undertakings which are eligible for tendering in appropriate class as per usual terms and conditions applicable to them from time to time.

|      | T **   |  |
|------|--|--|
| 1.   | NIT No.  | 30/EE(C)/BSNL-CIVIL/JDR/2024-2025  |
| 2.   | Name of Work                                       | Cleaning of One no. septic tank, manholes sewer lines nearby Type-IV and / type-III block BSNL colony Kumbha Nagar, Chittorgarh. |
| 3.   | Estimated Cost                                     | Rs. 56935/-(Rs. Fifty six thousand nine hundred thirty five only)  |
| 4.   | Earnest Money                                      | Rs. 1139.00  |
| 5.   | Tender Cost  | Rs. 177.00   |
| 6.   | Period of Completion                               | 01(One) Month  |
| 7.   | Last date & Time for receipt of application        | 28.10.2024 up to 15:00 Hours.  |
| 8.   | Last date & Time for issue of tender forms         | 29.10.2024 up to 17.30 Hours   |
| 9.   | Last date & Time to received tender forms          | 30.10.2024 up to 15.00 Hours   |
| 10   | Date & Time for opening of tender forms            | 30.10.2024 at 15.30 Hours  |
| 11   | Eligibility conditions for issue of tenders to con | ntractors shall be as below  |
| 11.a | For BSNL enlisted contractors                      | NIL  |
| 11.b | For Non BSNL enlisted contractors                  | NIL  |
| 11.c | Specialized Agencies                               | Not Applicable   |

NOTE:- Tender documents can also be down loaded from BSNL website <a href="www.rajasthan.bsnl.co.in">www.rajasthan.bsnl.co.in</a> ./
<a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> In case the tender document is down loaded from the website, the applicant will submit his credentials required to establish his eligibility and work experience conditions to the Sub Divisional Engineer(C) along with tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be downloaded from the BSNL website <a href="www.rajasthan.bsnl.co.in">www.rajasthan.bsnl.co.in</a> or <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> be seen in the office of the Executive Engineer(C), BSNL Civil Sub Division, 1st floor, Telephone Exchange Building, Vaishali Nagar, Ajmer between 11.00 hours. & 16.00 hours from 20.10.2024 to 28.10.2024 every day except on Sundays and Public Holidays.

- 1. Please note that the offers, which do not comply the following, will not be considered and will be totally rejected.
  - a) The rates quoted by the agency shall be inclusive of all types of taxes/levies/duty and GST as applicable by the Govt. including labour Cess and nothing extra shall be payable on such account. The Contractor, as service provider, shall be fully responsible for any default in payment of this tax.
  - (b) The rates quoted by the agency shall be inclusive of 1 % (one percent) BOCW cess on the work done and shall be recovered from running/final bill as applicable on the building and other Construction workers welfare Cess Act, 1996 due to introduction of "The Building and other Construction Works Regulation of Employment and Conditions of Service Act 1996".
  - (c) Successful contractor shall comply with the conditions of relevant EPF Act including maintaining, producing and submitting various documents when demanded showing details of employees / labours engaged, duration of their engagement, amount of wages paid to such labours / employees for the relevant period, amount of EPF contribution (both employees / labours' contribution) for the duration of engagement and proof of payment of the same to concerned EPF authority. Contractor will have to obtain EPF clearance from the concerned EPF authority before payment of final bill.

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

- 2. No force measure clause of firm's stipulated shall be accepted. The extension of time for completion of the works is governed by clause 5 of the tender documents.
- 3. No advance payments can be made. The payment is governed by the normal department practice and stipulations like levy of interest if payment is not made in a specified time are not acceptable.
- 4. Any workable conditions such as short validity period of acceptance of the tenders will not be accepted.
- 5. Tenders/ Bidders will be founds eligible, if they will provided their valid enlistment, GSTIN registration & EPF registration, Tender cost, Earnest money, undertaking for No Near relative working in BSNL, issued from the appropriate authorities.
- 6. The intending bidder must read terms and conditions of BSNLW 6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

Sub Divisional Engineer (C) BSNL Civil Sub Division Ajmer.

Dated: 14.10.2024

#### File No. 11(08)/SDE(C)/BSNL/AJ/101

Copy forwarded with requested to display to the Notice Board:

- 1. The Jt, Chief Engineer (C), BSNL Civil Circle, Jodhpur/Jaipur,
- 2. The EE (C), BSNL Civil Division, Bikaner/Jaipur/Udaipur.
- 3. The IFA to Civil Division, O/o the GMTD, BSNL, Jodhpur.
- 4. The Accounts Branch, O/o EE (C), BSNL Civil Division, Jodhpur.

Sub Divisional Engineer (C)

### 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 Cleaning of One no. septic tank, manholes sewer lines nearby Type-IV and / type-III block BSNL Colony Kumbha Nagar, Chittorgarh..

The work is estimated to Cost Rs. Rs. 56935/- (Rs. Fifty six thousand nine hundred thirty five only)

- 1.1 The tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority.
- 1.1.1 Criteria of eligibility for issue of tender documents to non-BSNL registered contractors of Public Works Organizations like CPWD, State PWD (B&R), DOP, MES & Railways only.
- 1.1.1.1 For works upto Rs. 7 lakhs NIL
- 1.1.1.2 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
- 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./ https://eprocure.gov.in/epublish/app 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.

- The time allowed for carrying out the work will be 01 (One) Month from the 7<sup>th</sup> day 3.0 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, or

The site for the work shall be made available in parts as specified below: -......

- 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/ https://eprocure.gov.in/epublish/app and date of issue of tender forms will be as follows:
  - i) Last date of **receipt** of application **28.10.2024** upto 16:00 Hours.
  - ii) Last date of **issue** of tender forms -29,10,2024 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 https://eprocure.gov.in/epublish/app be seen in the office of the SUB DIVISIONAL ENGINEER (C), BSNL CIVIL SUB DIVISION, AJMER 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/-+27/- (18% GST) = Rs.177/- (Rupees One hundred Seventy seven only) in cash as cost of tender (Non refundable ) and
- 6.i Earnest money of Rs. 1139/- in cash (up to Rs. 2,500/- only) / 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, Ajmer". 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.ii The tender shall be accompanied by Earnest Money along with the 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.i 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 DIVISIONAL ENGINEEER (C), BSNL CIVIL SUB DIVISION, AJMER upto 15.00 hours on **30.10.2024** 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 Earnest Money, 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 "Cleaning of One no. septic tank, manholes sewer lines nearby Type-IV and / type-III block BSNL Colony Kumbha Nagar, Chittorgarh.

- 7 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 "Earnest Money plus Cost of Tender and eligibility credentials shall be placed in sealed envelope no.'1' marked "Earnest Money plus 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 "Earnest Money plus 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 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 subsoil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & plants, water, electricity, access facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.
- 11 The competent authority on behalf of Bharat Sanchar Nigam Limited does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
- 12 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 The competent authority on behalf of the Bharat Sanchar Nigam Limited reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

- 14 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is / are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is / are defined as:
  - (i) Member of Hindu Undivided family (HUF).
  - (ii) They are Husband and Wife.
  - The one is related to other in the manner as father, mother, son(s) & son's wife (iii) (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/oShri 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 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 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, in case the tender remain single then the validity of the tender shall be 30 (Thirty) days. If any tenderer withdraws his tender before the said period or issue of letter of acceptance / intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 17 In case of works having estimated cost below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the prescribed performa as annexed with standard tender document available on the website www.rajasthan.bsnl.co.in,/ https://eprocure.gov.in/epublish/app within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled. In case of works of estimated to cost Rs. 15,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the prescribed performa as annexed with standard tender document available the www.rajasthan.bsnl.co.in, / https://eprocure.gov.in/epublish/app within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.
- 18 This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause '1' of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer / Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer / Contractor shall, within 30 days from such date, formally sign the agreement consisting of:
  - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - **BSNL** 7/8 b) Standard W as available the website on www.rajasthan.bsnl.co.in./
  - Agreement signed on non-judicial stamp paper as per the prescribed performa c) as annexed with standard tender document available on the website.
  - Performance Guarantee (if applicable) signed on non-judicial stamp paper as d) per the prescribed performa as annexed with standard tender document available on the website.

- 19 The payment to the contractors shall be made through e-payment system like ECS & NEFT as detailed below:
  - In cities / areas where ECS / NEFT facility is provided by banks, the tenderer must have Account in such ECS / NEFT facility providing banks and that bank account number shall be quoted in the tender by the tenderer.
  - (b) The cost of ECS / NEFT 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 form 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 / NEFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
- 20 First running account bill shall be paid only after
  - Signing of the Agreement / Contract by both the parties, and (a)
  - Progress chart has been prepared as required under Clause '5' and approved (b) by the competent authority.
- 21 If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of six months.
- 22 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 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.

For & on behalf of the Bharat Sanchar Nigam Limited

> SUB DIVISIONAL ENGINEER (C) BSNL CIVIL SUB DIVISION, AJMER

**BSNL W -7/8** 

## BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

STATE - RAJASTHAN

CIRCLE - JODHPUR DIVISION - JODHPUR SUB DIVISION, AJMER

ZONE — RAJASTHAN

#### **Item Rate Tender & Contract for Works**

Cleaning of One no. septic tank, manholes sewer Tender for the work of:lines nearby Type-IV and / type-III block BSNL Colony Kumbha Nagar, Chittorgarh.

To be submitted by 30.10.2024 15.00 to THE SUB hours on DIVISIONAL ENGINEER (C), BSNL CIVIL SUB AJMER DIVISION,

(i) To be opened in presence of tenderers who may be present at 15.30 hours 30.10.2024 to THE SUB DIVISIONAL ENGINEER (C), BSNL CIVIL SUB DIVISION. AJMER

| Issued to:                      |               |
|---------------------------------|---------------|
|                                 | (Contractor)  |
| Signature of officer issuing th | ne documents: |
| Designation                     | :             |
| Date of Issue                   |               |
|                                 |               |

#### TENDER

- I / We have read and examined notice inviting tender, schedule, A, B, C, D, E & F, specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the Conditions of Contract and all other contents in the tender document for the work.
- I / We hereby tender for the execution of the work specified 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, in case the tender remain single then the validity of the tender shall be 30 (Thirty) days from the due date of submission thereof and not to make any modifications in its terms and conditions. If I / we withdraw my / our tender before the said period or issue of letter of acceptance / intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

A sum of Rs.1139/- (Rupees One thousand one hundred thirty nine 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 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 pa | syments I / we have an account in   |
|--|-------------------------------------|
| bank with account No                         | where the ECS / NEFT facility of e- |
| payment is available.                        |                                     |

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

I / We agree that should I / We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Bharat Sanchar Nigam Limited and the same may at the option of the competent authority on behalf of the Bharat Sanchar Nigam Limited be recovered without prejudice to any right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me / us under this contract or otherwise. The information in respect of works in hand is as per Performa enclosed.

| "I / we agree that this contract is subject to juris<br>the NIT / Tender has been issued) | ediction of Court at AJMER only." (Where                                |
|---|---|
| Dated:  | () Signature of Contractor  |
| ACCEPT  | ANCE  |
| mentioned hereunder ] is accepted by me for and LIMITED for a sum of Rs                   | /= (Rupees)   |
| (b)   |   |
| For & on be   | ehalf of the BHARAT SANCHAR NIGAM LIMITED Signature: Name: Designation: |

| PROFORMA OF SCHEDULES   |                 |  |           |                             |       |                |              |  |
|---|-----------------|--|-----------|-----------------------------|-------|----------------|--------------|--|
| SCHEDULE "A"  |                 |  |           |                             |       |                |              |  |
|   |                 | Schedul                                | e of Qu   | antities - Attached         |       |                |              |  |
|   |                 | S                                      | CHED      | ULE "B"                     |       |                |              |  |
| Details of Schedule of Materials to be issued to the contractor |                 |  |           |                             |       |                |              |  |
|   |                 |  |           |                             |       |                | ace of issue |  |
| 1   | 2               | 3                                      |           | 4                           |       |                | 5            |  |
|   |                 | N                                      | OT AP     | PLICABLE                    |       |                |              |  |
|   |                 | S                                      | CHED      | ULE "C"                     |       |                |              |  |
|   |                 |  | ants to b | e hired to the contractor   |       |                |              |  |
| S. N  | o. De           | scription of<br>Item                   | Hi        | re charges per day          | Place | Place of issue |              |  |
| 1   |                 | 2                                      |           | 3                           |       | 4              |              |  |
|   |                 |  | DEL       | ETED                        |       |                |              |  |
|   |                 |  | CHED      |                             |       |                |              |  |
|   |                 |  |           | uments for the work, if     | any   |                |              |  |
|   |                 | ns and specification  Makes: As approx |           | acned<br>Engineer-in-Charge |       |                |              |  |
|   | orrection Slip: |  |           |                             |       |                |              |  |
| SCHEDULE "E"  |                 |  |           |                             |       |                |              |  |
| Schedule of component of Materials, Labour etc for escalation   |                 |  |           |                             |       |                |              |  |
| CLAUSE 10 C   |                 |  |           |                             |       |                |              |  |
| Com   | ponent of Mater | rials expressed as p                   | ercent (  | of Total Value of Work      | "X    | ,,             | 75%          |  |
| Com   | ponent of Labor | ur expressed as per                    | cent of   | Total Value of Work         | "Y    | ,,             | 25%          |  |
| Com   | ponent of POL   | expressed as perce                     | nt of To  | tal value of Work           | "Z    | ,,             | 0%           |  |
| OT A LIGE 10 CIA  |                 |  |           |                             |       |                |              |  |

#### **CLAUSE 10 CA**

If after submission of the tender, the price of cement, reinforcement bars and galvanized steel increase/ decrease beyond the prices prevailing at the time of the last stipulated date of receipt of tenders for the work. No such compensation shall be payable for a work for which the stipulated period of completion is 03(Three) months or less.

|   | SCHEDULE "F"  |   |   |  |  |  |  |  |
|---|---|---|---|--|--|--|--|--|
|   | Reference to General Conditions of Contract   |   |   |  |  |  |  |  |
| Name o  | Name of Work  Cleaning of One no. septic tank, manholes sewer lines nearby Type-IV and / type-III block BSNL Colony Kumbha Nagar , Chittorgarh. |   |   |  |  |  |  |  |
| Estimat<br>Work   | ted cost of   | Rs. 56935/- (Rs. Fi   | fty six thousand nine hundred thirty five only)   |  |  |  |  |  |
| Earnest   | Money   | Rs. 1139.00 (Rs. 0  | One thousand one hundred thirty nine only)  |  |  |  |  |  |
| Performance Guarantee (5 % of the tendered value in respect of works with estimated cost put to tender exceeding Rs. 15 lakhs)                |   |   | Rs/= ( Rupees Only )  |  |  |  |  |  |
| (10 % estimat lakhs of wor  | ed cost put to<br>r 5% of the wo  | ne for works with<br>tender upto Rs 15<br>rk done in respect<br>tated cost put to<br>5 lakhs) | Rs/= ( Rupees Only )  |  |  |  |  |  |
|   | GENERAL RULES AND DIRECTIONS  |   |   |  |  |  |  |  |
| Officers inviting tender  |   |   | SUB DIVISIONAL ENGINEER (C), BSNL CIVIL SUB DIVISION, AJMER   |  |  |  |  |  |
| 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)   |  |  |  |  |  |
|   | Definiti  | ons   | See below   |  |  |  |  |  |
| 2(v)  | Engineer-in-ch  | narge   | SUB DIVISIONAL ENGINEER (C), BSNL CIVIL SUB DIVISION, AJMER ,   |  |  |  |  |  |
| 2(viii)   | Accepting Aut   | hority  | SUB DIVISIONAL ENGINEER (C), BSNL CIVIL SUB DIVISION, AJMER   |  |  |  |  |  |
| 2(x)  | Percentage on cost of materials and Labour to cover all overheads and profit  |   | 10 %  |  |  |  |  |  |
| 2(xi)   | Standard Sche   | dule of Rates   | CPWD, DELHI SCHEDULE OF RATES- 202 amended from time to time and further applied wit reduction factor @110/115 on DSR-2021  |  |  |  |  |  |
| 2(xii)  | Department  |   | BSNL Civil Sub Division, Ajmer  |  |  |  |  |  |
| 9(ii)   | Standard BSN  | L Contract Form   | BSNL Form W-8 a modified and corrected up to 2009 with additional conditions and specification with i.e. up to date correction slips i/c No.6 appendix XV & Annexure A. For extra / substitut items CPWD works manual 2014 section 24B sha be followed. |  |  |  |  |  |

| Clause 2  |   |
|---|---|
| Clause 2  |   |
| Authority for fixing compensation   | EXECUTIVE ENGINEER,(C) BSNL CIVIL                   |
| under Clause 2  | DIVISION, JODHPUR                                   |
| Clause 2 A  |   |
| Whether Clause 2A shall be applicable   | No  |
| Clause 5  |   |
| i) Time allowed for execution of work.  | 01 (One) Month                                      |
| ii) Authority to give fair and reasonable extension of time for completion of work. | EXECUTIVE ENGINEER,(C) BSNL CIVIL DIVISION, JODHPUR |
| Clause 6A (Computerized   |   |
| <b>Measurement Books</b>  |   |

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurement of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of department so that a complete record is obtained of all the items of works performed under the contract.

All such measurement and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorised representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes may be done during these checked/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorised representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Division Officer for payment. The contractor shall submit two spare copies of such computerized MBs for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost

and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/ levels by the Engineer-in- Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days" notice to the Engineer-in-Charge or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative incharge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and /or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

| Clause 7  |  |               |  |  |  |  |
|---|--|---------------|--|--|--|--|
| Gross value of work with net payment advances for materia | / adjustment of  | As applicable |  |  |  |  |
| since the last such eligible to interim pa                |  |               |  |  |  |  |
|   |  |               |  |  |  |  |
| Clause 10   | Reinforcement steel to be used in the work shall have to be procured as below:  (a) TMT bars Manufactured by SAIL/TISCO/RINL |               |  |  |  |  |

| Clause 11                 |   |   |  |
|---------------------------|---|---|--|
| Specification execution o |   | CPWD Specifications 2009 Vol I & II with up to date correction slips shall be followed.   |  |
| Clause 12                 |   |   |  |
| 12.1.2 (ii)               | 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- 2021 amended from time to time and further applied with reduction factor @110/115 on DSR-21. For extra / substitute items CPWD works manual 2014 section 24B shall be followed |  |
| 12.1.2 (iii)              | Plus / minus the % over the rate entered in the schedule of rates.  | %age above / below the estimated cost   |  |
| 12.2 &<br>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 reduced rate    | authority for deciding<br>es.   | SUPERINTENDING ENGINEER, (C) BSNL CIVIL CIRCLE JODHPUR  |  |
| Clause 25                 |   |   |  |
| Competent                 | authority for conciliation  | SUPERINTENDING ENGINEER, (C) BSNL CIVIL CIRCLE JODHPUR  |  |
| Clause 36(i)              |   |   |  |
| non-co                    |   | ment of technical staff and rate of recovery in case of as per the following table (See appendix 18 of CPWD   |  |

| S.No. | Minimum qualification of technical representative. | discipline | Designation<br>(Principal<br>Technical /<br>Technical<br>representative | Minimum<br>experience | Number |           | shall be<br>m the<br>or in the<br>not<br>provisions |
|-------|--|------------|---|-----------------------|--------|-----------|---|
|       |  |            |   |                       |        | of clause |   |
|       |  |            |   |                       |        | Figures   | Words   |
| 1.    | Graduate   | Civil      | Principal   | Nil                   | -      | 10000/-   | Rs. Ten   |
|       | Engineer   |            | Technical   |                       |        | Per       | thousand  |
|       |  |            | representative  |                       |        | Month     | only  |
| 2.    | Diploma  | Civil      | Principal   | Nil                   | -      | 10000/-   | Rs. Ten   |

| Engineer | Technical      | Per   | thousand |
|----------|----------------|-------|----------|
|          | representative | Month | only     |

#### Clause-37

| Clause No.   | Present provision in the clause | Modified provision in the clause |
|--------------|---------------------------------|----------------------------------|
| Clause-37(i) | GST                             | As applicable                    |

| Clau             | ise 42  |  |
|------------------|---|--|
| i)               | Schedule / statement for determining theoretical quantities of cement on the base of Delhi Schedule of Rates 2013 printed by CPWD with upto date correction slips as of the date of opening of tenders.             | 2021 appended from time to time and by further applied with reduction factor |
| ii)              | Variation permissible on theoretical quantities  Cement for works with estimated cost put t tender  | 0  |
|                  | i) not more than Rs. 5 lakhs  | 3 % minus  |
|                  | ii) more than Rs. 5 lakhs   | 2 % minus  |
| b)               | Steel reinforcement and structural ste sections for each diameter, section ar category.   |  |
|                  | Clause 46 INSURANCE The contractor shall at his own cost arrange secure and maintain insurance in the joi names of the BSNL and contractor with ar of the subsidiary of the General Insurance Corporation of India. | b)Workman compensation & Employers liabilities Insurance.                    |
|                  | Star prices to be considered for escalar  | ion & recoveries   |
| SN<br>o          | Material  | Star Prices (Rate in Figures and Words)                                      |
| $\frac{1}{2(a)}$ | For Cement For Mild Steel   | Not Applicable Not Applicable  |
| 2(b)             | For Reinforcement Steel conforming to BIS 1786 (Fe 415 Grade)   | Not Applicable   |
| 2(c)             | For Reinforcement Steel TMT bars<br>Conforming to relevant BIS codes from<br>main producers as approved by Ministry<br>of Steel   | Not Applicable   |
| 2(d)             | For Galvanized steel  | Not Applicable   |
|                  | The rate for recovery under clause  | 42 shall be same as the star price.  |

#### PERFORMA FOR AGREEMENT (ON NONJUDICIALSTAMP PAPER OF APPROPRIATE VALUE)

| CONTRACT<br>OF   | AGREE  | MENT   | FOR  | THE   | WORK  |
|--|--|--|--|---|---|
|  |  |  |  | DATED   |   |
| Between of   | M/s  | (refe  | ,  | in the contractor (w  |   |
| and permitte<br>hereinafter ca   | xcluded by or red<br>d assigns) of the<br>alled the BSNL (votext include its s   | ne one part and<br>which term shall  | d the Bharat<br>unless exclud  | Sanchar Nigar<br>led by or repug  | m Limited   |
| WHEREAS  |  |  |  |   |   |
| executed as m<br>Inviting Tende<br>Specifications,   | is desirous that the<br>nentioned, enume<br>er, General Condi<br>Drawings, Plan<br>Rates, Agreed Va  | rated or referred<br>itions of the Con<br>ns, Time Schedu  | to in the ten<br>tract, Special<br>ale of comple   | der including P. Conditions of the tion of jobs, S.   | ress Notice<br>le Contract,<br>schedule of  |
| documents and<br>as to the natur<br>site and local of<br>labour and ma<br>supply of pow<br>local and inde<br>things referred<br>and has consid<br>hindrances or<br>carried out un<br>conditions and<br>incidental ther | tor has inspected to has satisfied him e of the surface, so conditions the quaterials necessary er and water there pendent enquiries to or implied in lered the nature ar interferences to nder the contract things and probeto and ancillary that have influenced.  | nself by carefully<br>strata, soil, subso<br>antities, nature and<br>for the execution<br>reto and the acco<br>and obtained co<br>the tender docur<br>and extent of all the<br>or with the execut, and has exart<br>able and possible<br>thereof affecting | r examination be it and grounds dependent of work, the immodation he complete information are probable and continued and continu | before submitting, the form and not the work the average may require an action as to the graph connection of the possible situation of the possible all others, and generally | g his tender<br>ature of the<br>ailability of<br>to site, the<br>d has made<br>matters and<br>a therewith,<br>ons, delays,<br>work to be<br>her matters,<br>all matters |
| conditions of<br>General obliga<br>Letter of Acce<br>copies of whice   | documents incluced the contract, Special ations, Specification of tender that are hereto and included in the expectation of the | Conditions of Cons, Drawings, pland any statement and form part  | ontract, Schedulan, time schedulant of agreed value of this contract   | ule of Quantities<br>ule for completion<br>ariations with its<br>at though separations  | s and rates,<br>On of work.<br>enclosures   |
| AND WHERE  | EAS  |  |  |   |   |
| and con  | accepted the or) for the construveyed vide letter the rates stated is  | er No  |  |   | at<br>  |
| uaicual  | and raids stated I   | in the beneath (   | 1 quantities 10  | i tile work and a   | iccepica by   |

the BSNL (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract.

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

- 1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby convenient with the BSNL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
- 2. In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.
- 3. It is specifically and distinctly understood and agreed between the BSNL and the contractor that the contractor shall have no right, title or interest in the site made available by the BSNL for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the BSNL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

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

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

| Signed and delivered for and on behalf of BSNL | Signature and delivered for and |
|--|---------------------------------|
| on   |                                 |
|  | Behalf of the contractor        |

(BHARAT SANCHAR NIGAM LIMITED) (Contractor)

**OFFICIAL ADDRESS** 

Date Date

Place

IN PRESENCE OF TWO WITNESSES

| SIGNATURE                                    | SIGNATURE  |
|--|--|
| NAME   | NAME   |
| SIGNATURE                                    | SIGNATURE  |
| NAME   | NAME   |
| For Proprietary Concern                      |  |
| business under the name and style            | of   |
| For Partnership Concern                      |  |
| (hereinafter c                               | a partnership firm having its registered office at<br>called the said Contractor which expression shall unless<br>clude his heirs, executors, administrators and legal<br>firms are: |
| i) Shri                                      | s/o, And   |
| ii) Shris                                    | s/oetc   |
| For Companies                                |  |
| Companies Act, 1956 and having i state of(he | a company duly incorporated under the Indian ts registered office at   |
|  | Executive Engineer (C) BSNL CIVIL DIVISION, JODHPUR  |

#### GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS

| The agreement made this  | day of  | two thousand  | and   | between                                 | S/o                      |
|--|---|---|---|---|--------------------------|
| of   | (hereinafter cal  | led the GUARANT   | ΓOR of the                                  |   |                          |
| SANCHAR NIGAM LIMIT  | ED ( hereinafter called   | the BSNL of the ot                                      | ther part).                                 |   |                          |
| WHEREAS THIS agreem dated  | between the GUARA<br>r interalia, undertook                                 | NTOR OF THE C   | NE PART                                     | AND the BSNL o                          | f the other              |
| AND WHEREAS THE GUstructurally stable and guara leakages etc.  |   |   |   |   |                          |
| NOW THE GUARANTOR the expiry of maintenance p from the date after the expir charge with regard to nature   | eriod prescribed in the<br>y of maintenance perio                           | e contract for the mod prescribed in the                | inimum life                                 | of ten years, to be                     | e reckoned               |
| During the period of guaran<br>charge calling upon him to a<br>other contractor at the guaran<br>the Guarantor shall be final a  | rectify the defects, fails<br>ntor's cost and risk. Th                      | ing which the work                                      | shall be got                                | t done by the BSN                       | L by some                |
| That if the guarantor fails to indemnify the Principal and incurred by him by reason of this supplementary agreemed decision of the Engineer in control of t | his successor against<br>of any default on the p<br>nt. As to the amount of | all loss, damage cart of the GUARAI of loss and/or dama | cost expense<br>NTOR in per<br>ge and/or co | or otherwise which<br>rformance and obs | ch may be<br>servance of |
| IN WITNESS WHEREOF the by for and on behalf of the written.  |   |   |   |   |                          |
| Signed sealed and delivery b   | y OBLIGATOR in pre  | sence of:   |   |   |                          |
| 1  | -   |   |   |   |                          |
| 2  | -   |   |   |   |                          |
| SIGNED FOR AND ON BE   | HALF OF THE BHAF  | RAT SANCHAR NI  | IGAM LIMI                                   | TED                                     |                          |
| BY   | in the presence of:   |   |   |   |                          |
| 1  | _   | 2   |   | _                                       |                          |

| PROOFING TREATMENT FOR BASEM                     |                      |                                 |
|--|----------------------|---------------------------------|
|  |                      |                                 |
| The agreement made thisbetween                   |                      | (hereinafter called             |
| the GUARANTOR of the one part) and the           |                      |                                 |
| (hereinafter called the BSNL of the other par    | <del>.</del> ).      |                                 |
| WHEREAS this agreement is supplementary          |                      | ein after called the Contract)  |
| dated and made between the                       |                      |                                 |
| the BSNL of the other part, whereby the          |                      |                                 |
| structures in the said contractor of the work i  |                      |                                 |
| leak proof.                                      |                      |                                 |
| THE GUARANTOR hereby guarantee that t            | he water proofing    | treatment given by him will     |
| render the Structures completely leak proof      |                      |                                 |
| treatment shall be ten years to be reckoned      |                      |                                 |
| period prescribed in the contract. Provided      | that the guarantor   | will not be responsible for     |
| leakage caused by earthquake or structural d     | efects. The decision | on of the Engineer in charge    |
| with regard to cause of leakage shall be final.  |                      |                                 |
| During the period of guarantee the guarantor     | shall make good a    | all defects and in case of any  |
| defects being found render the structure wa      | er proof to the sa   | tisfaction of the Engineer in   |
| charge at his cost and shall commence the wo     | rk for such rectific | ation within seven days from    |
| the date of issue of notice from the Engineer i  | n charge calling up  | on 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 | er proofing, or com  | mits breach there-under then    |
| the guarantor will indemnify the Principal an    | d his successor aga  | ainst all loss, damage, cost of |
| expenses or otherwise which may be incurred      | l by him by reason   | of any of any default on the    |
| part of the GUARANTOR in performance and         | d observance of this | s supplementary agreement.      |
| As to the amount of loss and/ or cost incurred   | d by the BSNL on     | the decision of the Engineer    |
| in charge will be final and binding on the part  |                      |                                 |
| IN WITNESS WHEREOF those present                 |                      |                                 |
| and by for                                       | and on behalf of     | the BHARAT SANCHAR              |
| NIGAM LIMITED on the day, month and year         |                      |                                 |
| Signed sealed and delivered by                   | OBLIGATOR in p       | presence of:                    |
| 1  | 2                    |                                 |
| 1SIGNED FOR AND ON BEHALF OF THE I               | Z<br>RHARAT SANCH    | AR NIGAM I IMITED               |
| BY   |                      | AK MOAW ENVITED                 |
| D1   |                      |                                 |
| In presence of:12                                | ·                    |                                 |
|  |                      |                                 |

#### **BANK GUARANTEE BOND**

|               | consideration of the BHARAT SAN  |                            |                                       |                |
|---------------|--|----------------------------|---------------------------------------|----------------|
| having agre   | eed under the terms and conditions   | of agreement No            | Dated                                 | made           |
| between       | and  | (hereina                   | ifter called "the said contra         | actor(s)") for |
| the           | work (hereinafter  | called "the said agreen    | nent") for compliance of h            | nis obligation |
|               | ce with the terms and conditions in the  |                            | 1 7 1) 4 1 6 6                        | •              |
| We            | eby undertake to pay to the BS   | _ (indicate the name of t  | he Bank) (hereinafter refe            | rred to as "as |
|               | eby undertake to pay to the BSonly) on demand by the F                         |                            | exceeding Rs                          | (Rupees        |
|               |  | ,                          | · · · · · · · · · · · · · · · · · · · |                |
|               | ount due and payable under this Guara  |                            |                                       |                |
|               | the amount claimed is required to  |                            |                                       |                |
|               | ). Any such demand made on the Ba  |                            |                                       |                |
|               | under this Guarantee. However, our   |                            |                                       | to an amount   |
| not exceedir  | ng Rs(Rupees   | on                         | ly).                                  |                |
| 3 We under    | take to pay to the BSNL any money s  | so demanded notwithsta     | nding any dispute or dispu            | ites raised by |
|               | or (s) in any suit or proceeding pend  |                            |                                       |                |
|               | resent being absolute and unequivocal  |                            | · ·                                   | J              |
|               | nt made by us under this bond shall be   |                            | iability for payment to the           | ere-under and  |
| the contracte | or(s) shall have no claim against us m   | aking such payment.        |                                       |                |
|               | (Indicate  |                            |                                       |                |
|               | nall remain in full force and effect du  |                            |                                       |                |
|               | ent and that it shall continue to be enf                                       |                            |                                       |                |
|               | ent have been fully paid and it is clai  |                            |                                       |                |
|               | L certifies that the terms and condition                                       |                            | nt have been fully and pro            | perly carried  |
|               | aid contractor(s) accordingly discharge  |                            | ta a now a                            | Day            |
|               | (indicate  |                            |                                       |                |
|               | he fullest liberty without our consent   |                            |                                       |                |
|               | f the terms and conditions of the sa<br>) from time to time or to postpone for |                            |                                       |                |
|               | said contractor(s) and to forebear or  |                            |                                       |                |
|               | hall not be relieved from our liability  |                            |                                       |                |
|               | tractor(s) or for any forbearance act of                                       |                            |                                       |                |
|               | ne said contractor(s) or by any such   |                            |                                       |                |
|               | ald, but for this provision, have effected                                     |                            | verer willen ander the la             | w relating to  |
|               | antee will not be discharged due to the  |                            | on of the Bank or the cont            | tractor(s).    |
|               |  |                            |                                       |                |
| revoke this   | guarantee except with the previous co  | nsent of the BSNL in wr    | iting.                                |                |
| 8. This guar  | antee shall be valid up to   | unless extended            | on demand by BSNL. Not                | withstanding   |
|               | mentioned above our liability a  |                            |                                       |                |
| (Rs           | only) and un   | less a claim in writing is | s lodged with us within Si            | x Monthss of   |
|               | expiry or the extended date of expiry  | of this guarantee, all o   | ur liabilities under the Gu           | ıarantee shall |
| stand discha  | irged.   |                            |                                       |                |
| Date the      | date of  |                            | for                                   |                |
|               |  |                            | 4                                     |                |
|               |  | (1                         | ndicate the name of Bank)             | )              |

#### **AFFIDAVIT**

| Ve have submitted a bank guarantee for the work  |
|--|
| ( Name of Work), Agreement No from   |
| Dated: from  |
| - (Name of the Division) with a view to seek exemption from payment of performance   |
| arantee in cash. This Bank Guarantee expires on  |
| We undertake to keep the validity of the bank guarantee intact by getting it extended from the to time at My /our own initiative up to a period of months after the recorded date of completion of the ork or as directed by the Engineer in charge. |
| We also indemnify the Bharat Sanchar Nigam Limited against any losses arising out of non-cashment of the bank guarantee if any.  |
| eponent)   |
| gnature of Contractor  |
| ote: The affidavit is to be given by the Executants before a first class Magistrate.   |

### GENERAL INSTRUCTIONS

- The entire work shall in general conform to the **C.P.W.D. Specifications for Works** 1. 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.
  - Provision in nomenclature of item in schedule of quantities, including a) drawings, if any mentioned therein.
  - Special Conditions. b)
  - c) Additional Conditions.
  - d) Additional Specifications.
  - C.P.W.D. Specifications. e)
  - f) Latest relevant B.I.S. codes
  - Drawings of the work not specifically mentioned in the nomenclature of the g)
  - 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
- 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".
- Wherever any reference to any Indian Standard Specifications (B.I.S.) occurs in the 4. documents relating to this contract, the same shall be inclusive of all upto date amendments or revisions.
- 5. Where ever "D.S.R." is referred to in the tender documents, it shall mean "C.P.W.D. Delhi Schedule of Rates 2021 with all up to date correction slips as on the date of opening of tenders".
- 6. The work shall be executed and measured as per Metric Dimensions given in the schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only).
- Other Taxes and Royalties. 7.
- 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.
- Royalty shall have to be paid by the contractor on all materials such as stone, bricks, 7.3 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.

Executive Engineer(C) **BSNL CIVIL DIVISION JODHPUR** 

## CERTIFICATES AS PER PARA 14 OF BSNL 6

| 1. I, 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 ru | ules/ conditions/ provision of EPF and Miscellaneous Provision Act. 1952 and    |
| also Go    | vt. 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:   |
| NT 4 T     |   |
| NOTE: II   | a case of a partnership firm this Certificate is to be signed by all            |

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 hall, 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.

|       | Clause or Para                              | Inserted/ Addition / Deletions            |
|-------|---|---|
| Sl.No |   |   |
| 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   | Read as Rs. 15,00,000/- instead           |
|       | 2 line1                                     | Rs.6,00,000/-                             |
| 3     | General rules & directions Page 8 Para 4A   | Read as envelop instead of tender         |
|       | line 7                                      |   |
| 4     | General rules & directions Page 10 Para 13  | Read as (Rs. 15,00,000/- Rupees Fifteen   |
|       | paragraph 1 & 3 line 1&1.                   | 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. fifteen lakhs                   |
| 6     | Performa of Schedules "F" line11,15 & 20    | Read as Rs. 15,00,000/- instead           |
|       | page 93                                     | Rs.6,00,000/-                             |
| 7     | Page no.7 para 6 line 1 & page 97 para 4    | Shall be at Jodhpur only                  |
|       | jurisdiction of court.                      | , , ,                                     |

# ADDITIONAL CONDITIONS & SPECIFICATIONS GENERAL

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

#### "A" ADDITIONAL CONDITIONS

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

#### **3.1.** Cement

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

#### **3.2. STEEL**

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

- 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.
- However, if the stipulation is for procurement of steel from secondary (ii) 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 contractor shall have to obtain and furnish test certificate to the Engineer -incharge 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. Incase the test result indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work within; a weeks' time from written order from the Engineer -in- charge to do so.

- \*Deduction item made on account of use of steel from secondary producers instead of primary producers shall not be treated as sub standard work.
- 3.2.2. The steel reinforcement shall be brought to the site in quantity of lots as approved by the Engineer-in-charge.
- 3.2.3. The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes (diameters) and lengths shall be stored separately to facilitate easy counting and checking.
- 3.2.4. For steel procured from main producers or secondary producer, for checking nominal mass, tensile strength, bend test, etc. specimen of sufficient length shall be cut from each diameter of the bar at random at frequency not less than that specified below. In case of works costing more than Rs. 2 Crores and when the steel is procured from other than main producers, additional tests such as, retest, re-bend test, elongation test, proof stress may also be conducted.

| Size(Diameter)                             | For consignment               |                        |  |
|--|-------------------------------|------------------------|--|
| of bar                                     | Below 100 tonnes              | Over 100 tonnes        |  |
| Under 10m dia.                             | One sample for each 25 tonnes | One sample for each 40 |  |
|  | or part thereof               | tonnes or part thereof |  |
| 10mm to 16mm One sample for each 35 tonnes |                               | One sample for each 45 |  |
| dia. or part thereof                       |                               | tonnes or part thereof |  |

| Over 16mm dia. | One sample for each 45 tonnes | One sample for each 50 |  |
|----------------|-------------------------------|------------------------|--|
|                | or part thereof               | 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:
  - 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
- 3.2 Coefficient of weight i.e. the weight per unit length of the steel procured by the contractor shall be ascertained at site before using it and certified by the Engineer-incharge. 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.
- 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) | WEIGTH (Kg/M) |
|-----------|--------------|----------|---------------|
| 6         | 0.222        | 20       | 2.470         |
| 8         | 0.395        | 22       | 2.980         |
| 10        | 0.617        | 25       | 3.850         |
| 12        | 0.888        | 28       | 4.830         |
| 16        | 1.580        | 32       | 6.310         |
| 18        | 2.000        | 36       | 7.990         |

- 3.4 The actual issue and consumption of steel and Cement on the work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.
- Steel and Cement brought to site and remaining unused shall not be removed from site 3.5 without written permission of the Engineer-in-charge.
- Cement used in ready mix concrete shall be evaluated based on the certification by the 3.6. in-charge of the RMC plant in accordance with design approved by the Engineer incharge.
- 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.
- The contractor shall comply with proper legal orders and directions of the local or 6. public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable and nothing extra shall be payable on this

- account. The work shall be carried out without infringing on any of the local municipal bye-laws.
- 7. The contractors shall given a performance test of the entire installations as per standard specifications before the work is finally accepted and nothing extra what so ever shall be payable to the contractor for the tests.
- 8. The contractor shall engage licensed plumber for sanitary, water supply, drainage work and also get all the materials and system (including the materials supplied if any, by the department ) tested by the municipal authority, whenever required, at his own cost including testing fees, transport etc. According to Municipal by Laws. The contractor shall produce necessary certificate from Municipal Authorities after completion of work. Nothing extra will be paid on this account. The contractor shall execute the guarantee for removal of defects after completion in respect of water supply and sanitary installation.
- 9. The water supply sanitary installation and drainage work shall be carried out in a manner complying in all respects with the requirement of relevant by laws of the local municipal authority of the place at no extra cost of department.
- The rate for every item of work to be done under this contract shall be for all heights, 10. depth, lengths, and width of the structure (except where specially mentioned in the item) and nothing extra will be paid on this account.
- The contractor shall take all precautions to avoid all accidents by exhibiting necessary 11. 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.

#### **Other Taxes and Royalties 13.**

- 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.
- 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:**

- 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.
- 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 Sha11 be paid only after satisfactory results are received from the laboratory.

#### **"B" ADDITIONAL SPECIFICATIONS**

#### 1. GENERAL

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

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

- 1.1.2. If the specifications for any item are not available in the CPWD Specifications cited above, relevant BIS Specifications should be followed.
- 1.1.3 In case BIS Specifications are also not available, the decision of Engineer-in-Charge given in writing based on acceptable sound engineering practice and local usage shall be final and binding on the contractor.
- 1.2 The work will be carried out in accordance with the architectural drawings and structural drawings to be issued by the Engineer-in-Charge the structural and architectural drawings shall have to be properly correlated before executing the work.
- 1.2.1. In case of any difference noticed between Architectural and Structural drawings, the contractor shall obtain final decision in writing of the Engineer-in-charge.
- 1.2.2 In case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings relating to the relevant item, former shall prevail unless otherwise given in writing by the Engineer-in-Charge.
- 1.3 For items where so desired, samples shall be prepared before starting the particular items of work for prior approval of the Engineer-in-Charge and nothing extra shall be payable on this account.
- 1.4 Materials brought at site of work shall not be used in the work before getting satisfactory Mandatory test results. For details, relevant provisions in the CPWD specification shall be referred to.
- 1.4.1. Wherever it is desired to procure factory-made materials, such factory-made materials shall be procured from reputed and approved manufacturers or through their authorized dealers. The contractor shall obtain the approval from the Engineer-in-Charge of such firms prior to procurement of such factory -made materials. The Engineer-in-charge may, at any stage, inspect such factories/ manufacturing units. The contractor shall have no claim if the factory made materials brought to the site are rejected by the Engineer-in-charge in part or in full due to bad workmanship/ quality etc. even after the inspection of the manufacturing units.
- 1.4.2 The manufactured materials brought at site of work shall, in general, conform to the relevant specifications. The source for supply of the manufactured materials shall be approved by the Engineer-in-charge. The contractor shall have no claim if the manufactured materials brought to the site are rejected by the Engineer-in-charge in part or in full due to bad Workmanship/ Quality etc.
- 1.4.3 The preference amongst the various alternative materials available shall be as follows:

- (a) The materials shall be as per the Brand specified to be used in the work.
- (b) If the Brand specified material is not available then the material shall be ISI marked.
- (c) If ISI marked item is not available then it should be from ISO certified company.
- (d) If the ISI marked or ISO certified items are not available then the best available items in the market to be procured.
- 1.4.4. Equivalents for the various materials and the materials of approved make shall be got approved from the Engineer-in-Charge of work in writing before using them on the work.
- 2. The following modifications to the above specifications shall, however, apply.

#### 2.1. Earth Work

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

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

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

- **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 he used for improving the workability of concrete With the approval of Engineer-in-Charge for which nothing extra shall be paid.
- 2.5. **Non-destructive Testing for Concrete/RC.C Work:** The Engineer-in-charge shall, at his discretion, get the non-destructive testing (Such as Ultrasonic Pulse Velocity Test etc.) done and the Contractor shall make all necessary arrangements for getting such tests done and make good the same after the test, for which nothing extra shall be paid. The results of such tests shall be binding on the Contractor. In case of non-conformity of the test to the standards, the contractor shall be liable to re-do the concrete work at his cost including the cost of test, subject however to the acceptability of the work as laid down in the mandatory test defined in the relevant CPWD specifications.
- 2.6. Cement slurry, if any, added over base surface (or) for continuation of concreting for better bond is deemed to have been in built in the items (Unless other wise explicitly stated) and nothing extra shall be payable (or) extra cement considered in consumption on this account.
- 2.7. Centering and Shuttering For R.C.C Work: - The concrete surface shall be free from honey combing, offsets, superfluous, mortar, cement slurry and foreign matter. The formwork shall be assembled in such a way 'as to facilitate removal of their parts in proper sequence without any damage to the exposed cement concrete surfaces and corners etc. The contractor shall keep skilled staff for special care and supervision to check the formwork and concreting so that every member is made true to its size, shape, level and alignment so that it does not result in any deformation, snug, 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 for sanitary, water supply, drainage work and shall be carried out in manner complying in all respects with the requirement of relevant by laws of the local municipal authority. The Contractor shall give a guarantee to the effect that the, work shall remain structurally stable and shall guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc. The Contractor shall furnish a Guarantee Bond, as per prescribed format. The Guarantee Period shall be for 10 (Ten) years.

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

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

#### 2.17 TEST RESULTS & RELATED ASPECTS

- 2.17.1 Normally, part-rate payment shall be allowed in the running account bills only if the materials conforming to the CPWD specifications for works as mentioned in the work are tested and test results are found to be satisfactory by the Engineer in- charge.
- 2.17.2 The Engineer –in- charge of work shall check the test results and satisfy himself before allowing any payment in the running / final bill.

#### 2.18. WATER PROOFING: -

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

maintenance period is produced and deposited with the BSNL.

#### "C" PARTICULAR SPECIFICATIONS

#### 1.1. Treatment for roof surfaces: -

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

- 1.1.1. The bricks bats shall be from over burnt bricks. The proprietary water-proofing compound shall bear I.S.I. mark and shall conform to IS: 2645. Before execution of work water proofing compound has to be brought to and a certificate of its conforming to IS code Should be produced. The proprietary water-proofing compound shall be added at the rate recommended by the specialist firm but not exceeding 3 percent by weight of cement. The Engineer in charge reserve the right to collect the random sample from material brought at site and get it tested from laboratory of his choice. The material which does not conform to the specification shall have to be removed forthwith by the contractor.
- 1.1.2 The finished surface after water proofing treatment shall have minimum slope of 1 in 80. At no point shall the thickness of water proofing treatment be less than 65mm.
- 1.1.3 While treatment of roof surface is done, it shall be ensured that the outlet drain-pipes have been fixed and mouths at the entrance have been eased and round off properly for easy flow of water.
- 1.1.4 The surface 'where the water proofing is to be done shall be thoroughly cleaned with wire brushes. All loose scales mortar splashes etc. shall be removed and dusted off. The surface shall be treated with neat cement slurry admixed with proprietary water proof compound to penetrate into crevices and fill up all the pores in the surface. The cement slurry shall be applied at the junction of parapet and terrace slab including the vertical face of the parapet.
- 1.1.5 After the slurry coat is laid, layer of over burnt brick bats shall be laid in cement mortar of mix as specified by specialist firm but not leaner than 1:5(1 cement: 5coarse sand) admixed with proprietary water proofing compound to required gradient and joints filled to half the depth. The bricks bat layer shall be rounded at the junctions with the parapet and tapered towards top for a height of 300mm curing of this layer be done for 2 days.
- 1.1.6 After curing the surfaces shall be applied with a coat of cement slurry admixed with proprietary water proofing compound.
- 1.1.7 Joints of bricks bat layer shall be filled fully with cement mortar of mix as specified by the specialist firm but not leaner than 1:5 (1cement: 5 coarse sand)admixed with proprietary water proofing compound and finally top finished with average 20mm thick layers of cement mortar: 1:4 (1 cement:4 coarse sand) and finished smooth with cement slurry mixed with proprietary water proofing compound. The finished surface shall have marking of 300x300mm false squares to give the appearance of tiles.
- 1.1.8 Curing of water proofing treatment shall be done for a minimum period of weeks by flooding the water by making kiaries etc.
- 1.2 **MEASUREMENTS:** The measurement shall be taken for plan area of terrace only, Length and breadth shall be measured correct to 1 cm. And area shall be worked out to nearest 0.01 sqm, No deduction in measurement shall be made for either opening or recesses for chimney, stacks roof lights and the like of area upto 0.01sqrn not anything extra shall be paid for forming such openings. For similar areas exceeding 0.10 Sqm, deduction will be made in measurements for full openings and nothing extra shall be paid for making such opening.
- 1.3 Rates: The rates shall include the cost of all labour and materials involved all

## the taxes including GST and GST Cess.

2. **CHECK LIST FOR QUALITY ASSURANCE:** For works with estimated cost Rs.10 Lakhs and above, quality Assurance Check list for Back Filling, Plain Cement Concrete, Shuttering, Reinforced Cement Concrete and Structural Steel fabrication as available in BSNL W-8 shall form a part of the Tender Document. Compliance of this Quality Assurance Check List shall be before release of the payment.

## Annexure-A

# Amendments in instructions for filling up "The Contract Conditions of Contractor" Correction Slip No.4 (To GCC for Civil works - 2006)

| Clause /                     | Existing Provisions                                    | Modifications proposed   |  |  |
|------------------------------|--|--|--|--|
| Para                         |  |  |  |  |
| Clause 3A of Schedule-F      | Does not exists  | It shall be applicable to all BSNL InternaL Works but<br>for turn key / External Projects this clause will not be<br>applicable to keep the contractor engaged and to safe<br>guard the BSNL interest. Respective NIT approving<br>authority shall provisioned this clause accordingly.  |  |  |
| Clause 6A<br>of Schedule-F   | Does not exists  | 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) &         | Enter reference to                                     | Deleted  |  |  |
| 12.1.2.(iii)of<br>Schedule-F | Schedule of Rates&<br>Enter % of above /<br>below      |  |  |  |
| Clause 25 of<br>Schedule-F   | Enter the designation of Conciliatory authority.       | Deleted  |  |  |
|                              | In respect of the adjoining zone.                      |  |  |  |
| Clause 36 of<br>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.  |  |  |

# **LIST OF PREFERRED BRANDS TO BE USED**

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

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

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

**Executive Engineer(C)**,

# UNDERTAKING FOR NO NEAR RELATIVE IN BSNL, RAJASTHAN (TO BE GIVEN BY EVERY TENDERER)

| I/We                             | 5/o   |       |
|----------------------------------|---|-------|
| Sh                               | Resident  | of    |
|                                  | hereby certify that none of my near relative (s) as | under |
|                                  | jurisdiction of BSNL Telecom Circle, Rajasthan      |       |
| capacity i.e. either Non-Executi |   |       |

- 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)
- 1) 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**

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

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

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

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

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

# **Schedule of quantities**

Name of work: - Cleaning of One no. septic tank, manholes sewer lines nearby Type-IV and / type-III block BSNL Colony Kumbha Nagar, Chittorgarh.

(Note: Rates should be quoted inclusive of all taxes as applicable)

| I.No. | Description of Item   | Qty   | Unit  | Rates (In figures & words) | Amount |
|-------|---|-------|-------|----------------------------|--------|
| 1     | Cleaning and removal of sewage, sludge, garbage and septic tank fluid by manually / mechanically means i/c disposal of liquid sludge, malba, garbage etc complete to an authorised dumping ground upto any lead as directed by engineer incharge (septic tank liquid sludge 9.05x3.20x2.10 = 60.82 Cum).  | 1.00  | Job   |                            |        |
| 2     | Cleaning of manholes and its connected sewer lines with, spade, bamboo rod with manually/ mechanically means and disposal of malba, liquid sludge and garbage etc. i/c 1 no. water tanker to flush all the manholes and sewer lines etc complete as directed by Engineer incharge.  | 14.00 | Nos   |                            |        |
| 3     | Providing and fixing unplasticised Rigid PVC pipes conforming to IS: 13592 Type A, including connecting to old working manhole in one side and other side to the drain after making hole in the Compound wall and repairing the same of both the ends connected with cement mortar 1:3 and work done satisfactorily as directed by engineer incharge. |       |       |                            |        |
| a)    | Single socketed pipes.  |       |       |                            |        |
| i)    | 150mm diameter  | 6.00  | Rmt.  |                            |        |
| 4     | Providing and fixing Bend in the pipe with seal ring @150mm dia as directed by Engineer incharge.   | 1.00  | Each. |                            |        |
| 5     | Providing Beldar /Helper as and when required for attending essential work as per need of site requirement  | 4.00  | Each. |                            |        |
| 6     | Supplying and placing in position red sand stone slabs of thickness 30mm to 40 mm of required size as directed to cover GT chambers.  | 2.00  | Sqm.  |                            |        |
|       | Total   |       |       |                            |        |