

# BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)

**BSNL CIVIL CHATTISGARH ZONE, RAIPUR**



## **e-TENDER DOCUMENT**

O/o THE **EXECUTIVE ENGINEER (C)**  
**BSNL CIVIL DIVISION,**  
**Raipur.**

### **NAME OF WORK**

**“ERRECTION OF LWNB TOWER FROM 25 MTR TO 35 MTR LEVEL  
ADDITIONAL HEIGHT IN TE COMPOUND MANA, RAIPUR DISTRICT  
:- RAIPUR.”**

Certified that this E-Tender Document contains **33 (Thirty Three)** only pages including **2** pages of Schedule of Quantities including this cover page but excluding blank pages, if any.

NIT No: [36 /2018-19/TCD/RYP/I-Ryp](#) Dated : 09/07/2018

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**NAME OF WORK:** Errection of LWNB tower from 25 Mtr to 35 Mtr level additional height in TE compound MANA, Raipur District :- RAIPUR.

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## IMPORTANT INSTRUCTIONS TO ALL BIDDERS FOR e-TENDERING

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All intending bidders should read the following important instructions carefully before actually quoting rates:

1. The intending bidder must read the terms and conditions of BSNL-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. The **Standard Form (The General Conditions of Contract for Civil Works 2006) (As amended upto 02.07.2015)** shall form part of the agreement to be drawn and signed by the both parties after acceptance of tender. The Standard Form shall be available in downloadable manner from website <http://www.civil.bsnl.co.in>
3. Information and instructions for bidders posted on website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) shall form part of bid document. If not registered, the intending bidders should get themselves registered with M/s ITI Limited, as per instructions on the web site of M/s ITI Ltd. The intending bidders who need digital signatures also, should contact M/s ITI Limited, at least 10 days in advance, since issue of digital signatures takes 10 days.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).
5. The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed deposit receipts towards cost of bid document and EMD (**There is no any relaxation on cost of bid document and EMD**) in favour of **Accounts Officer (Cash), O/o The GMTD, BSNL Raipur** and processing Fee in favour of M/s ITI Limited and other documents as specified.
6. Those contractors who are not registered on the website mentioned above, are required to get registered beforehand.
7. The intending bidder must have valid Class-3 digital signature to submit the bid
8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of JPG format and PDF format.
10. Contractors shall quote rates for each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank, the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (**ZERO**).
11. Conditional tender shall be rejected.
12. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.

13. The intending bidder shall have to associate an Electrical agency of respective class for execution of Electrical component.
14. The tenderer should read carefully & understand the Additional Conditions, Additional Specifications and Particular Specifications, Schedule of Quantity, drawings etc attached with the tender document before actually quoting rates for the work.
15. Quoted rate shall deem to include cost of all materials, labour, operations, taxes **(Including GST)** and any other contingent item described in items, specifications etc.
16. The rate shall also deem to include cost of any other material, labour, operations etc. without which the work would not be satisfactorily complete even though such material, labour, operation would not have been specifically mentioned in specifications etc.
17. The schedule of items, estimated cost etc in this contract are based on CPWD **DSR\_2016** and Local Market.
18. The Agency must submit the registration Number from employee state insurance corporation under employees state insurance Act 1948.

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

1. Demand draft/Pay order or Banker's Cheque/Deposit at Call Receipt/FDR of any Scheduled Bank against **Earnest Money Deposit**.
2. Demand draft/Pay order or Banker's Cheque of any Scheduled Bank towards **cost of Bid document**.
3. Copy of e-payment to M/s ITI Ltd towards **cost of e-Tender Processing Fee**.
4. Valid Enlistment order of the contractor (As per applicability).
5. Certificates of Work Experience (As per applicability).
6. GST Registration number & Employee Provident Fund Registration number (As per applicability).
7. ESIC Registration Number.
8. APPLICATION FORM FOR PARTICIPATION IN TENDER.
9. Undertaking of no near relative in BSNL.
10. Power of Attorney, if applicable.

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**BHARAT SANCHAR NIGAM LIMITED**

(Government of India Enterprise)

(CIVIL WING)

**NOTICE INVITING e-TENDER**

Item rate e-tenders are invited on behalf of the BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible contractors of DOT/ BSNL Civil Wing and those of CPWD, Chhattisgarh PWD (Building), DoP, MES and Railways for the work of **“Erection of LWNB tower from 25 Mtr to 35 Mtr level additional height in TE compound MANA, Raipur District :- RAIPUR.”**

- 1.1 The Estimated Cost of work: Rs. **102043/- ( Rupees One Lakh Two Thousand Forty Three Only).**
- 1.2 For e-tendering, only those bidders will be eligible who will produce proof of their valid enlistment (as on last date of submission of bid), GST registration and EPF registration (if applicable) with the appropriate authority.
- 1.2.1 Criteria of eligibility for e-tendering for non-BSNL registered contractors of Public Works Organisations like CPWD, State PWD (Building), DOP, MES & Railways only:-
  - 1.2.1.1 for works upto Rs. 7 lakhs- NIL
  - 1.2.1.2 for works above Rs 7 lakhs and upto Rs. 5 Crores the applicant should have completed works as per details below during the last seven years ending last day of the month previous to the one in which the application are invited.
    - a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost rounded off to next multiple of Rs. One Thousand (i.e., Rs. 0/- ),  
or
    - b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost rounded off to next multiple of Rs. One Thousand (i.e., Rs. 0/- ),  
or
    - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost rounded off to next multiple of Rs. One Thousand (i.e., Rs. 0/- )

For the purpose of this clause 'similar works' means the work of **Building Works/ Compound Wall works/ Tower foundation works** of Central Govt. Department, State Govt Department and Central Public Sector Units. The work done Certificate from the officers, not below the rank of Executive Engineer (Civil) or Equivalent.

2. Agreement shall be drawn with the successful bidders on prescribed Form No. **BSNL W-7/8**, which is available as **a BSNL publication**. Bidders shall quote his rates as per various terms and conditions contained in **The General Conditions of Contract for Civil Works 2006 (As amended upto 02.07.2015)** (available on web-site <http://www.civil.bsnl.co.in/>) duly superseded by additional conditions/ specifications attached with the **Tender Document** which shall form part of the agreement.
3. The time allowed for carrying out the work will be **01 Month** from the **7th** day after the date of *issue of letter of award of work*, or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
4. The site for the work is available/ shall be made available in parts as specified below:  
**The site is available**
5. Bid documents consisting of specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen on **website: [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) or [www.tender.bsnl.co.in](http://www.tender.bsnl.co.in)**
  - (i) The last date of submission of bids online will be **19/07/2018** by 22.00 hours.
  - (ii) The date of submission of eligibility documents etc. and EMD, tender fee, copy of e-payment for e-tender Processing fee (After submission of online bid) will be **20/07/2018** by 15.00 hours at BSNL Civil **Division, Raipur.**

(iii) Documents will be opened by EE(C) Raipur in his office in the presence of bidders who may be present at 15.30 hours on same day.

(iv) The date of opening of e-tenders (Financial Bid) will be 21/07/2018 by 11.00 hours.

6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
8. Earnest money in form of banker cheque / deposit at call receipt of a scheduled bank/ fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank (drawn in favour of **Accounts Officer (Cash), O/o The GMTD, BSNL Raipur** payable at **Raipur** shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of **Executive Engineer (C), BSNL Civil Division, Raipur**. When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money (but not less than 5 lakhs) or Rs. 25 lakhs, whichever is less, will have to be deposited in the shape prescribed above and balance in shape of Bank guarantee of any scheduled bank which is to be scanned and uploaded by the intending tenderer.

Interested contractors who wish to participate in the bid had also to make following payments and to be scanned and uploaded to the e-Tendering web site within the period of bid submission.

- (i) Cost of Bid document :- Rs. **590/- (Rupees Five Hundred Ninety Only) (including applicable GST)** drawn in favour of **Accounts Officer (Cash), O/o The GMTD, BSNL Raipur** payable at **Raipur** in the form of Demand Draft / Pay Order / Banker's cheque of any scheduled bank ( Not refundable), and
- (ii) E-payment of e-Tender processing fee to M/s ITI Limited :- Rs. **590/-** (Not refundable) (E-tender processing fee (Non refundable) 0.05% of estimated cost of work or Rs.500.00 minimum and Rs.5000.00 maximum **plus applicable Goods & Service Tax (GST) online through IPG (Credit/Debit Card) & Net Banking** in favour of M/s ITI Limited.)
- (iii) Earnest Money Deposit :- Rs. **2050/-** (Rupees **Two Thousand Fifty** Only) drawn in favour of **Accounts Officer (Cash), O/o The GMTD, BSNL Raipur** payable at **Raipur** in the form of Demand Draft / Pay Order / Banker's cheque / Deposit at call receipt / Fixed Deposit Receipt of any scheduled bank.
- (iv) Demand draft or pay order or Banker's cheque or deposit at Call Receipt or FDR against EMD, cost of bid documents and copy of e-payment for cost of bid processing fee shall be placed in single sealed envelope superscripted as "**Earnest Money, Cost of Bid document, e-payment for bid processing fee**".
- (v) Copy of enlistment order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering web site within the period of bid submission and certified copy of each shall be deposited in a separate sealed envelop marked as "**Other documents**".
- (vi) Both the envelopes shall be placed in another sealed envelop with due mention of name of work, NIT No., date and time of opening of bids and to be submitted in the Office of **Executive Engineer (C), BSNL Civil Division, Raipur** upto prescribed time and date.
- (vii) Online bid documents submitted by intending bidders shall be opened only of those bidders, whose earnest money Deposit, Cost of Bid document and e-Tender Processing Fee and other documents placed in the envelop are found in order.
- (viii) The **bidder will become ineligible** if he does not upload all the documents (including GST Registration / EPF Registration) as stipulated in the bid document.  
**Note:** In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law.

- (ix) The rates quoted by the agency shall be inclusive of all types of taxes / levies / duty by the Govt. including Cess, **Goods and Services (GST) as per applicable** ( up to the extent mentioned in under Clause-37(i) of Schedule 'F') etc. and nothing extra shall be payable on such account.
- (x) **The rates quoted by the agency shall also be inclusive of 1 % (one percent) cess as applicable on the building and other construction works as per Chhattisgarh Buildings & Other Construction Workers Cess Act and shall be recovered from running / final bill.**
- (xi) **Successful contractor shall comply with the conditions of relevant EPF & ESI 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.**

- 9 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.
10. 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.**
11. 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.
12. 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.
13. The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:
- (i) Member of Hindu Undivided family (UHF).
  - (ii) They are Husband and Wife.
  - (iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), 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/ gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications.

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



"I, ----- s/o Shri ----- Resident 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 Govt. of India or the Governor of the State are excluded from the purview of submission of this certificate while submitting tenders by Limited Companies.

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

14. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
15. The tender for the work shall remain open for acceptance for a period of **30 (Thirty only)** days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
16. In case of works having estimated cost below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled. In case of works of estimated to cost Rs.15,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.
17. This Notice Inviting Tender (BSNL W6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/ Contractor shall, within 30 days from such date, formally sign the agreement consisting of:
  - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - b) Standard BSNL W-7/8 as on website <http://www.civil.bsnl.co.in/> with upto date correction slips
  - c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.



18. **Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below:**
- (a) In cities/areas where ECS/ EFT facility is provided by Banks, the tenderer must have Account in such ECS/ EFT facility providing Banks and that Bank A/c No shall be quoted in the tender by the tenderer.
  - (b) The cost of ECS/ EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
  - (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
  - (d) The payments to contractors will compulsorily be made through ECS/ EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
19. First running account bill shall be paid only after
- (a) Signing of the Agreement/Contract by both the parties, and
  - (b) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.
20. 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.
21. "General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED" (**As amended Till Date**) are available on website <http://www.civil.bsnl.co.in/> as well as in the Divisional/ Sub-divisional Office.

**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 liable to be debarred from tendering in BSNL for three years including any other action under the contract or existing law.

( **L. S. Naik** )

**EXECUTIVE ENGINEER (C)**  
**BSNL CIVIL DIVISION, Raipur**

(Signature and Name of Divisional/Sub-Divisional Officer)

(For & on behalf of the Bharat Sanchar Nigam Limited)

[NIT No: 36 /2018-19/TCD/RYP/I-Ryp](#)

# APPLICATION FORM FOR PARTICIPATION IN TENDER.

To

The Executive Engineer (C),  
BSNL Civil Division,  
Raipur, (CG).

**Subject: -“ERRECTION OF LWNB TOWER FROM 25 MTR TO 35 MTR LEVEL ADDITIONAL HEIGHT IN TE COMPOUND MANA, RAIPUR DISTRICT :- RAIPUR.”**

I/We am/are registered with the BSNL, DOP, CPWD, MES, Railways, CG State PWD B&R and its allied Department, as Class ..... contractor and my Registration No. is ..... I am eligible to submit tenders for works costing up to Rs. ....Lakhs. The proof of having completed the works of requisite magnitude as per NIT condition from appropriate authority is enclosed herewith.

I/We am/are submitting the application for and behalf of Central/State Govt. undertaking. The proof of having completed the works of requisite magnitude as per NIT condition from appropriate authority is enclosed herewith.

I/We am/are eligible to submit tenders as specialized agency. The proof of having completed the works of requisite magnitude as per NIT condition from appropriate authority is enclosed herewith.

I/We.....s/o Sh.....  
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 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.

It is certified (confirmed) that this registration is valid as on date and I shall inform the department myself as soon as my registration expires or is cancelled/revoked.

I/We will produce the original documents of all the copies of credentials submitted herewith when ever required by the BSNL.

It is requested that we may be allowed to take part in the tendering (Financial bid).

Yours faithfully

(CONTRACTOR)

(Contractor's signature along with seal)

NAME: .....

ADDRESS: .....

.....

PHONE NOS. WITH STD CODE . . . . .

MOBILE NOS.....

E-MAIL: .....

**NOTE:-** Please strike off which is not applicable.

**UNDERTAKING FOR NO NEAR RELATIVE IN BSNL, CHHATTISGARH**

**(TO BE GIVEN BY EVERY TENDERER)**

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

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

In case at any stage, it is found out that information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me.

**Signature of Tenderer**

**Note:**

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

**Signature of Partners / Directors**

- 1.
- 2.
- 3.
- 4.

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## ABRIDGED FORM BSNL W-7/8

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### BHARAT SANCHAR NIGAM LIMITED

(Government of India Enterprise)

(CIVIL WING)

STATE – Chattisgarh	BSNL CIVIL CIRCLE	<b>Raipur</b>
	BSNL CIVIL DIVISION,	<b>Raipur</b>
ZONE- Chattisgarh	BSNL CIVIL SUB-DIVISION,	<b>Raipur-I</b>

### ITEM RATE TENDER & CONTRACT FOR WORKS

Tender for the work of: **Errection of LWNB tower from 25 Mtr to 35 Mtr level additional height in TE compound MANA, Raipur District :- RAIPUR.**

The last date of submission of bids online will be **19/07/2018** by 22.00 hours.

The date of submission of eligibility documents etc. and EMD, tender fee, copy of e-payment for e-tender Processing fee (After submission of online bid) will be **20/07/2018** by 15.00 hours at BSNL Civil **Division, Raipur**. Documents will be opened by EE(C) **Raipur** in his office in the presence of bidders who may be present at 15.30 hours on same day .

The date of opening of e-tenders (Financial Bid) will be **21/07/2018** by 11.00 hours.

### TENDER

I/We have read and examined the 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 only)** 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. 2050/-** (Rupees **Two Thousand Fifty**... only) has been deposited in prescribed manner as earnest money. If I/We fail to commence the work specified I/We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of the Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We agree that in case of works of estimated cost exceeding Rs.15,00,000/, to

deposit an amount equal to 5% of Tendered value of the work as performance guarantee in the form of bond of any Scheduled Bank of India in accordance with the proforma prescribed or in the form of Fixed Deposit Receipt etc., within 15 days of the issue of letter of acceptance of Tender by the BSNL. I/We am/are aware that in the event of failure on my/our part to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.

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

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there-from to any person other than a person to whom I/We am/are authorised 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 other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

The information in respect of works in hand is as per proforma enclosed.

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

Dated.....

Witness:

Address:

Occupation:

(\_\_\_\_\_)

Signature of Tenderer

Postal Address:

\*\*\*\*\*

**ACCEPTANCE**

The above tender, as modified by you (Contractor) and as provided in the letters mentioned hereunder, is accepted by me for and on behalf of the Bharat Sanchar Nigam Limited for a sum of Rs.....  
(Rupees.....)  
.....)

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

- (a)
- (b)
- (c)

For & on behalf of the BHARAT SANCHAR NIGAM LIMITED

( **L. S. Naik** )  
**EXECUTIVE ENGINEER (C)**  
**BSNL CIVIL DIVISION, Raipur**

Dated.....

## PROFORMA OF SCHEDULES

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

<b>SCHEDULE "A"</b>				
Schedule of Quantities (Enclosed)				
<b>SCHEDULE "B"</b>				
<b>Schedule of Materials to be issued to the contractor</b>				
S. No.	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
			NIL	
<b>SCHEDULE "C":</b>				
<b>Tools and Plants to be hired to the contractor</b>				
<b>DELETED</b>				
<b>SCHEDULE "D"</b>				
<b>Extra schedule for specific requirements/documents for the work. If any.</b>				
1 General Conditions of Contract for Civil Works 2013.				
2 Additional Conditions.				
3 Additional Specifications.				
4 Particular Specifications, if any.				
<b>SCHEDULE "E"</b>				
<b>Schedule of component of Materials, Labour etc. for escalation.</b>				
<b>CLAUSE 10 C</b>				
Component of Materials expressed as percent of Total Value of Work		<b>X</b>	<b>75%</b>	
Component of Labour expressed as percent of Total Value of Work		<b>Y</b>	<b>25%</b>	
Component of POL expressed as percent of Total Value of Work		<b>Z</b>	<b>0%</b>	
<b>SCHEDULE "F"</b>				
<b>Reference to General Conditions of Contract</b>				
Name of Work		"Erection of LWNB tower from 25 Mtr to 35 Mtr level additional height in TE compound MANA, Raipur District :- RAIPUR."		
Estimated cost of Work		Rs. 102043/- (Rupees One Lakh Two Thousand Forty Three Only)		
Earnest Money		Rs. 2050/- (Rupees <b>Two Thousand Fifty</b> Only)		
Performance Guarantee (5% of the tendered value in the form of Bank Guarantee from Schedule bank in respect of work with estimated cost put to tender exceeding Rs.6.0 Lakhs)		Rs. _____ (Rupees _____ only)		

Security Deposit @ 10 % of the tendered value (subject to a maximum of Rs.5 Lakhs) in respect of work with estimated cost put to tender up to Rs.6.0 Lakhs) and @ 05 % of the tendered value (subject to a maximum of Rs.2.5 Lakhs) in respect of work with estimated cost put to tender above Rs.6.0 Lakhs)	Rs. _____ (Rupees _____ _____ only)
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## GENERAL RULES AND DIRECTIONS

Officer inviting tender	<b>Executive Engineer (Civil), BSNL Civil Division, Raipur</b>
Maximum percentage for quantity 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)
<b>Definitions:</b>	
<b>2(v)</b> Engineer-in-charge	<b>Executive Engineer (Civil), BSNL Civil Division, Raipur</b>
<b>2(viii)</b> Accepting Authority	<b>Executive Engineer (Civil), BSNL Civil Division, Raipur</b>
<b>2(x)</b> Percentage on cost of material & labour to Cover all overheads and profit.	10% (Ten Percent)
<b>2(xi)</b> Standard Schedule of rates	<b>CPWD DSR_2014</b>
<b>9(ii)</b> Standard BSNL Contract from	BSNL forms W-8 as modified and corrected up to date as on the date of opening of tender.
<b>Clause 2</b> Authority for fixing compensation under clause 2	<b>Executive Engineer (Civil), BSNL Civil Division, Raipur</b>
<b>Clause 2A</b> Whether clause 2 A shall be applicable (only in case of works where tendered value is more than Rs. 10 lacs)	<b>NO</b>
<b>Clause 3A</b> Whether clause 3 A shall be applicable	<b>YES</b>
<b>Clause 5</b>	
<b>i)</b> Time Allowed for completion of work	<b>01 Month</b>
<b>ii)</b> Authority to give fair & reasonable extension of time for completion of work.	<b>Executive Engineer (Civil) BSNL Civil Division, Raipur</b>
<b>Clause 6A</b> Whether clause 6 A shall be applicable	<b>NO</b>
<b>Clause 7</b> Gross value of work to be done together with et payment/ adjustment of advances for materials collected, if any, since the last such Payment for being eligible to interim payment.	<b>Rs. 100000/-</b>
<b>Clause 10</b> Category of Structural / Reinforcement Steel supplier	Structural / Reinforcement steel to be used in the work shall have to be procured as below:- <b>Secondary Producers / Re-rollers</b> (to be approved by Engineer-in-Charge)



<b>Clause 11</b>	Specification to be followed for execution of work.	<b>C.P.W.D. Specifications 2009</b> up to date corrected as on the date of opening of tender.																		
<b>Clause 12</b>																				
<b>12.2 &amp; 12.3</b>	Limit for value of any item of any individual trade beyond which sub clause (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply.	50 % (Fifty Percent)																		
<b>Clause 16</b>	Competent authority for deciding reduced rates	<a href="#">Superintending Engineer (Civil)</a> , BSNL Civil Circle, Raipur.																		
<b>Clause 36(i)</b>																				
General guideline for fixing requirement of technical staff and rate of recovery in case of non-compliance, for a work, shall be as per the following table:																				
<table border="1"> <thead> <tr> <th rowspan="2">S.No</th> <th rowspan="2">Minimum qualification of Technical Representative</th> <th rowspan="2">Discipline</th> <th rowspan="2">Designation (Principal Technical/ Technical representative)</th> <th rowspan="2">Minimum Experience</th> <th rowspan="2">Number</th> <th colspan="2">Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)</th> </tr> <tr> <th>figures</th> <th>Words</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Graduate Engineer Or Diploma Engineer</td> <td>Civil Engineering</td> <td>Project Planning / Site /Billing Engineer</td> <td>2 years  5 years</td> <td>1 (One)</td> <td>15,000/-</td> <td>Fifteen Thousand only.</td> </tr> </tbody> </table>			S.No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)		figures	Words	1	Graduate Engineer Or Diploma Engineer	Civil Engineering	Project Planning / Site /Billing Engineer	2 years  5 years	1 (One)	15,000/-	Fifteen Thousand only.
S.No	Minimum qualification of Technical Representative	Discipline							Designation (Principal Technical/ Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)								
			figures	Words																
1	Graduate Engineer Or Diploma Engineer	Civil Engineering	Project Planning / Site /Billing Engineer	2 years  5 years	1 (One)	15,000/-	Fifteen Thousand only.													
* To be filled up by NIT approving authority as per latest provision of Appendix-18 of CPWD Works Manual.																				
<b>Clause 37(i)</b>																				
Goods & Service Tax (GST) as applicable will be not paid to the Contractor separately. it is including in Rates for Building and Construction Works.		100% Goods & Service Tax (GST) Included in The Quoted rates of Contractor.																		
<b>Clause 42</b>																				
<b>i)</b>	Schedule/Statement for determining theoretical quantities of cement and bitumen.	On the basis of <b>Delhi Schedule of Rates 2014</b> printed by CPWD.																		
<b>ii)</b>	Variation permissible on theoretical quantities:																			
<b>a)</b>	Cement for works with estimated cost put to tender:																			
	i) Not more than 5 lakhs	3% minus.																		
	ii) More than 5 lakhs	2% minus.																		
<b>b)</b>	Steel reinforcement and structural steel sections for each diameter, section and category.	2% minus.																		
<b>c)</b>	All other materials	Nil																		

**Star prices to be considered for escalation and recoveries for less use beyond permissible variation**

SI. No.	Description of Item	Star Price Rate in Figures and Words
1	Cement	Rs. <b>5700.00/-</b> per Metric Tonne
2 (a)	Mild steel	-
2 (b)	Reinforcement Steel conforming to BIS 1786 (Fe 415 Grade)	Rs. <b>--- X ---</b> per Metric Tonne
2 (c)	Reinforcement Steel TMT BARS conforming to BIS .....	Rs. <b>42733/-</b> per Metric Tonne
2 (d)	Galvanized Steel	Rs. <b>--- X ---</b> per Metric Tonne

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## GENERAL CONDITIONS OF CONTRACT

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- 1.0 The “Contract” shall, in general, be governed by the **BSNL General Conditions of Contract for Civil Works 2013 (As amended Till Date)** (A BSNL publication, available in downloadable manner from website <http://www.civil.bsnl.co.in>) consisting of :
- a) General Rules and Directions,
  - b) Conditions of Contract,
  - c) Various standard clauses with correction(s) up to the date stipulated in Schedule ‘F’ OF Tender Document,
  - d) Safety Code,
  - e) Modal Rules for the protection of Health and Sanitary arrangements for Workers employed by BSNL or its contractors,
  - f) Contractor’s Labour Regulations,
  - g) Proforma of Registers, and
  - h) List of Acts and omissions for which fines can be imposed.
- 2.0 However, all additions and modifications to the conditions as available in this tender document consisting of:
- a) Notice Inviting Tender (i.e., BSNL W-6),
  - b) BSNL W-8 (i.e., Item Rate Tender & Contract for Works),
  - c) Schedules “A” to “F”,
  - d) Additional Conditions
  - e) Additional Specifications,
  - f) Particular Specifications, and
  - g) Drawings and designs, if any,
  - h) Including agreement/ guarantee bonds on non-judicial stamp paper and acceptance thereof together with any correspondence leading thereto shall also form part of the contract.
- 3.0 The quoted rates for various items in the tender shall be inclusive of all the additional conditions/ specifications and particular specifications and for adherence to all these conditions and specifications, no extra payment shall be made to the contractor. Any infringement and/or breach of these specification and condition(s) etc. shall render the contractor liable to action(s) under various clauses of the contract and such action stipulated in conditions therein.
- 4.0 Wherever any reference to any Indian Standard (BIS) Specifications occurs in the documents relating to this contract, the same shall be inclusive of all up to date amendments or revisions.
- 5.0 Wherever “DSR” is referred to in the tender documents, it shall mean “**CPWD Delhi Schedule of Rates 2014** with all up to date correction slips as on the date of opening of tenders”.

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## ADDITIONAL CONDITIONS

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### 1.0 GENERAL

- 1.1 **The contractor shall take sufficient safety measures to safeguard life and property of BSNL** (structures, offices, roads, trees and plants including electrical, water supply, sanitary and telecommunication installations etc) inside the compound during execution of the work and shall be fully responsible for the damages on this account, if any.
- 1.2 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 (Like damage caused by rain, lightning, wind, storm, snow fall, floods, earth quake or any other natural cause/calamity etc). The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.
- 1.3 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 extra shall be payable on this account.
- 1.4 **The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations** and pay all fees and charges which he may be liable and nothing extra shall be payable on this account. The work shall be carried out without infringing on any of the local Municipal Bye-Laws.
- 1.5 The contractors shall give 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.
- 1.6 The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards such as day and night boards, speed limit boards and flags, red lights and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.
- 1.7 The contractor will work in close liaison, during the works, with other contractors of water supply, sanitary, drainage arrangements, electrical installation and any other works and adjust his work plan accordingly.
- 1.8 The contractor shall leave such necessary holes, openings etc. for laying/ burying in the pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the electric and sanitary works etc.
- 1.9 The contractor will have to extend full cooperation for contingent measures, which might be required to be taken due to eventuality.
- 1.10 The contractor will maintain discipline while working in the Compound. He or his employees will not indulge in any dispute with any Govt. employee/public inside the compound and any default in this regard will be brought to the notice of the Engineer-in-Charge immediately.
- 1.11 Cleanliness of the compound will be maintained and any debris/ material falling in the compound in area in use of the staff/ public will be got cleared by the Agency regularly during the progress of work.
- 1.12 Any activity involving excessive noise, dust and pollution will be done by the contractor during holidays or before and after office hours.
- 1.13 In the developed and in-use compounds, the contractor will not be allowed to erect labour huts and shall have to arrange at a location out side the compound at his own cost.
- 1.14 All works executed shall be maintained in perfect condition by the contractor till the completion of entire work allotted to him. Where phased handing over of completed portion of the work is required by the Engineer-in-Charge, the provisions mentioned in the above paras will apply to each phase.

- 1.15 Every effort will be made to get the work executed in the stated villages /site. However, there may be chances that the work may be required to be executed in nearby village /site. The contractor shall have to execute the work at the site specified by Engineer-in-Charge for which nothing extra shall be paid.

## **2.0 STORAGE AND SAFETY OF MATERIALS**

- 2.1 The Contractor shall maintain safe custody of materials brought 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.
- 2.2 Before commencement of the work, the contractor shall obtain written approval of the Engineer-in-Charge regarding the location of cement go-down, steel stacking and fabrication yard, site office etc and shall from time to time take instructions of the Engineer-in-Charge regarding collection and stacking of materials at the site. He shall have to make his own arrangement of space for storage of materials, if necessary.
- 2.3 The Contractor shall have to work and store materials without any interruption to normal working of offices in the compound.

## **3.0 SECURED ADVANCE**

- 3.1 Secured Advance on **bricks, stone, stone aggregate**, brought at site for use in the work shall be paid only after the receipt of satisfactory test results from the laboratory.
- 3.2 Secured Advance on **steel windows, ventilators and glazing** shall be paid only after the Engineer-in-charge has personally verified that the material brought at site of work for use in the work conforms to the sample approved by him.
- 3.3 Secured Advance for **terrazzo tiles** shall be paid only after satisfactory results are received from laboratory.
- 3.4 Secured Advance wherever admissible on **water supply, sanitary installations, drainage material and fittings** shall be allowed only after the Engineer-in-charge has verified that the material brought at site have been checked by him personally and are in conformity with the samples approved by him.

## **4.0 OTHER TAXES AND ROYALTIES**

The rates offered should be inclusive of all taxes, contribution towards EPF and all other taxes as applicable on the date of opening of tender. Insurance, loading, unloading, transportation etc should be included on the quoted rates **also including GST (to the extent as specified in Schedule-F)**. The rate shall be firm & final.

- 4.1 **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, the same shall be payable by the contractor.

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## ADDITIONAL SPECIFICATIONS

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### 1.0 GENERAL

- 1.1 The Work shall, in general, conform to the CPWD Specifications. The CPWD specifications shall mean CPWD Specifications – 2009 Vol. I & II with up-to-date correction slips.
  - 1.1.1 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 **RATE CLAUSE:** The rate for every item of work to be done under this contract shall be **for all heights, depths, lengths and widths of the structure** (except where specially mentioned in the item) and nothing extra will be paid on this account.
- 1.4 **WORK SAMPLES:** 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.
- 1.5 **DEWATERING CLAUSE:** The contractor shall, **at his own expense and without any extra charge, make provision for all shoring, pumping, dredging or bailing out water, if necessary.** The foundation trenches shall be kept free from water, while all the works below ground level are in progress, without any extra payment. The water may be coming from any source such as rains, floods, subsoil water or due to any other cause whatsoever etc.

The following modifications to **CPWD Specifications** shall, however, apply.

### 2.0 PROCUREMENT OF RAW MATERIALS

- 2.1 **Stone Aggregate:** Stone aggregate used in the work shall be crushed or broken hard stone to be obtained from approved source/ quarry and shall conform to the relevant provisions in the CPWD specifications.
- 2.2 **Coarse Sand:** Coarse sand used in the work shall be obtained from approved source and shall conform to the relevant provision in the CPWD specifications.
- 2.3 **Fine Sand:** Fine sand used in the work shall be obtained from approved source and shall conform to the relevant provision in the CPWD specifications. In case, sand available at above source does not conform to the required specifications, coarse sand shall be mixed in it to bring it to the required specifications. Nothing extra shall, however be paid for it.

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

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

2.5 **The fineness modulus of sand** to be used in different works shall be as follows:

<b>Coarse sand</b>	Fineness modulus Between 2.5 to 3.5	As specified in the item like plain concrete, RCC work, flooring work etc.
<b>Fine sand</b>	Fineness modulus Between 1.2 to 1.6	As specified in the items like, finishing coat of cement plaster, skirting, dado etc.

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

2.7 **Bricks for Brick Work:** Bricks used in the work shall be well burnt FPS bricks of uniform colour throughout the cross section to be obtained from approved kilns. **They shall have a compressive strength not less than 75 Kg/sqcm and water absorption percentage not more than 20 % of its dry weight when immersed in water for 24 hours.** In all other respect they shall conform to the bricks of class designation-75 given in CPWD specifications.

2.8 **Stone Work:** Stone used in stone masonry work shall be **hard granite/ basalt/ quartz stone/ sand stone** to be obtained from approved quarry and shall conform to the relevant provision in the CPWD specifications.

2.9 All above materials like stone aggregates, coarse sand, fine sand, Bricks, Surkhi, Stone etc. confirming to the CPWD specifications to be brought from the sources approved by Engineer-in-Charge (**See ANNEXURE-I**). 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.

### 3.0 PROCUREMENT OF READYMADE MATERIALS

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

3.2 **The contractor shall be required to produce samples of all readymade materials** (such as doors, windows, terrazzo tiles, sanitary, water supply, drainage fittings & fixtures etc) well in time and get approved from the Engineer-in-Charge of work in writing before placing orders for the entire quantity required for completion of work.

3.3 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.

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

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

3.5 **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.



## 4.0 CEMENT AND STEEL (GENERAL)

- 4.1 **The contractor shall procure cement & steel as required in the work.** BSNL will issue only that quantity of cement & steel to the contractor as is mentioned in Schedule B of this document.
- 4.2 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.
- 4.3 The actual issue and consumption of steel and cement on the work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.
- 4.4 The daily account of the receipt/ issue of cement shall be maintained in a register in the prescribed proforma as given below & signed daily by the contractor or his authorised representative in token of its correctness:

Date Of Receipt	Particulars of Receipt		Particular of issue					Remarks			
	Quantity received invoice no & date	Progressive total	Date of issue	Quantity issued	Item of work for which issued	Quantity returned at the end of the day	Total issued	Daily Balance in hand.	Contractor's initials	JE's initials	AE/EE's periodical check
1	2	3	4	5	6	7	8	9	10	11	12

- 4.5 Steel and Cement brought to site and cement remaining unused after completion of work shall not be removed from site without the written permission of the Engineer-in-charge.
- 4.6 Cement used in Ready Mix Concrete shall be evaluated based on the certification by the in-charge of the RMC Plant in accordance with design approved by the Engineer-in-Charge.

## 5.0 PROCUREMENT OF CEMENT

- 5.1 The contractor shall procure **33 grade** (conforming to IS:269) or **43 grade** (conforming to IS:8112) Portland Pozzolona Cement, as required in the work, from the reputed manufacturers of cement, having a production capacity of one million tonnes per annum or more, as approved by the 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
- 5.2 Supply of cement shall be taken in 50 kg bags, bearing manufacturer's name and ISI marking. Samples 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.
- 5.3 The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-charge.
- 5.4 **The CEMENT GO-DOWN** of the capacity to store about 2000 bags of cement or as decided by the Engineer-in-charge, shall be constructed by the contractor at site of work.
  - 5.4.1 Cement go-down shall be in general as per the sketch shown in contract documents, having weather proof roof & walls and with a proper floor consisting of 2 layers of dry bricks laid on the well consolidated earth at a level at least one foot above the ground level. The cement bags shall be stacked about 200mm (clear) above the dry brick flooring using suitable wooden planks / battens. The stacks shall be in rows of two bags deep and 10 bags high with a minimum of 2 feet clear space all around. The bags should be placed horizontally continuous in each line. Nothing extra shall be paid to the contractor on this ground.

- 5.4.2 The size of cement go-down indicated in the contract form is only for guidance. The actual size of the go-down shall be constructed by the contractor at his own cost, as per the requirement of work.
- 5.4.3 Double lock provision shall be made to the door of cement go-down. The keys of one lock shall remain with the Engineer-in-charge or his authorised representative and the keys of other lock shall remain with the contractor. The contractor shall facilitate the inspection of the cement go-down by the Engineer-in-charge at any time.
- 5.4.4 The contractor shall be fully responsible for the safe custody of the material even if the material is under double lock system.

## 6.0 PROCUREMENT OF STEEL

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

**(i) If it is provided in the agreement that steel is to be procured from primary producers and procurement of steel from secondary producers is allowed then a deduction based on the difference in market rate of steel from primary producers and secondary producers shall be made in the running/final bills.**

**(ii) However, if the stipulation is for procurement of steel from secondary producers then if the contractor uses steel from primary producers the same shall be allowed but nothing extra shall be payable on this account.**

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

**(i) If it is provided in the agreement that steel is to be procured from primary producers and procurement of steel from secondary producer is allowed by E-in-charge then a deduction based on the difference in market rate of steel from primary producer and secondary producer shall be made in the running/final bills.**

**(ii) However, if the stipulation is for procurement of steel from secondary producer then if the contractor uses steel from primary producers the same shall be allowed but nothing extra shall be payable on this account.**

- 6.2 **The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel** brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in the relevant BIS codes. In case the test results 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.

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

- 6.3 The steel reinforcement shall be brought to the site in quantity of lots as approved by the Engineer-in-charge.
- 6.4 **Coefficient of weight i.e. the weight per unit length of the Steel procured by the contractor shall be ascertained at site before using it and certified by the Engineer-in-charge.** In case weight per unit length is beyond the rolling margin as laid down in the BIS: 1786, the steel will be rejected and shall be removed as per para 1 above. 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.

- 6.5 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 for ready reference.

Size (Diameter in mm)	Weight (Kg./M.)	Size (Diameter in mm)	Weight (Kg./M.)
6	0.222	20	2.470
8	0.395	22	2.980
10	0.617	25	3.850
12	0.888	28	4.830
16	1.580	32	6.310
18	2.000	36	7.990

- 6.6 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 and lengths shall be stored separately to facilitate easy counting and checking.
- 6.7 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 of bar	For consignment below 100 tonnes	For consignment over 100 tonnes
Under 10 mm dia	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10 mm to 16 mm dia	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16 mm dia	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

## 7.0 TESTING OF MATERIALS & RELATED ASPECTS

- 7.1 **Materials brought at site of work shall not be used in the work before getting satisfactory Mandatory test results.** For details, relevant provisions in the CPWD specification shall be referred to.
- 7.2 If the testing specifications for any material are not available in the CPWD Specifications cited above, relevant BIS Specifications should be followed.
- 7.3 The contractor shall procure all the materials/ samples in advance, so that there is sufficient time for testing of the same before use in work.
- 7.4 Samples of various materials required for testing shall be provided free of charge by the contractor. The cost of tests shall be borne by the contractor / BSNL in the manner indicated below:
- I. By the contractor, if the results show that the material does not conform to relevant specifications.
  - II. By BSNL, if the results show that the material conforms to relevant specifications.
- 7.5 All other expenditures incurred for testing such as packing, sealing, transportation, loading, unloading etc shall be borne by the contractor himself.
- 7.6 **Part rate payment shall be allowed in the running account bills only if the materials conforming to the CPWD specifications for works as mentioned in the work are tested and test results are found to be satisfactory by the Engineer-in-Charge.**

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

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

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

## 8.0 GENERAL MEASUREMENT OF WORK

8.1 For the purpose of recording measurement for preparing running account bills, the abbreviated nomenclature indicated in the publication "**Abbreviated Nomenclature of items of DSR 1992**" shall be adopted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.

8.2 In case of items for which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of work for which abbreviated nomenclature is not provided in the agreement, the full nomenclature of the item shall be reproduced in the measurement books and bill forms for running account bills as well as final bill.

8.3 Floor-wise measurements wherever applicable shall be as per respective floor levels of Technical block.

8.4 **The work shall be executed and measured as per Metric Dimensions** given in the schedule of quantities, drawings etc. (FPS units wherever indicated are for guidance only).

## 9.0 EARTH WORK

9.1 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.

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

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

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

## 10.0 PLAIN AND REINFORCED CEMENT CONCRETE WORK

10.1 **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.

10.2 **R.C.C. Work (Nominal mix concrete)- Water-Cement Ratio:** - For RCC Works, wherever nominal mix of concrete is stipulated in the items for work, for maintaining proper quality and durability requirements of the structure, maximum water-cement ratio shall be restricted to 0.55. If in normal course of work, the required workability is not achieved; suitable plasticizers/ admixtures may be used for improving the workability of concrete with the approval of Engineer-in-Charge for which nothing extra shall be paid.

**10.3 Non-destructive Testing for Concrete/R.C.C Work:** - The Engineer-in-Charge shall, at his discretion, get the nondestructive testing (Such as Ultrasonic Pulse Velocity Test etc.) done and the Contractor shall make all necessary arrangements for getting such tests done and make good the same after the test, for which nothing extra shall be paid. The results of such tests shall be binding on the Contractor. In case of nonconformity of the test to the standards, the contractor shall be liable to redo the concrete work at his cost including the cost of test, subject however, to the acceptability of the work as laid down in the mandatory test defined in the relevant CPWD specifications.

**10.4 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.

**10.5 Proper Grooves shall be provided in plaster along junctions of RCC Work and Brick/Stone work** as per directions of the Engineer-in-charge and **nothing extra will be paid on this account.**

10.6 In the item of RCC walls, railings and roofs etc. nothing extra shall be paid for making designs as per pattern given by Architects or for thickness of sections.

10.7 The rate of item for reinforcement in R.C.C. work includes all operations including straightening, cutting, bending, binding with annealed steel wire and placing in position at all the floors with all leads and lifts complete.

10.8 The compaction of the pre-cast concrete shall be done by vibrating needle, surface, table or external vibrator, as approved by Engineer-in-Charge. The rate quoted for the item shall include the element both for formwork and mechanical vibration.

## **11.0 CENTRING AND SHUTTERING FOR R.C.C. WORK**

11.1 The concrete surface shall be free from honeycombing, offsets, superfluous mortar, cement slurry and foreign matter. The formwork shall be assembled in such a way as to facilitate removal of their parts in proper sequence without any damage to the exposed cement concrete surfaces and corners etc.

**11.2 The contractor shall keep skilled staff for special care and supervision to check the formwork and concreting** so that every member is made true to its size, shape, level and alignment so that it does not result in any deformation, snag, bulges etc. The contractor shall also take suitable precautionary measure to prevent breaking and chipping of corners and edges of completed work until the building is handed over.

**11.3 The size of shuttering plates for slabs shall not be less than 0.6mx0.9m in general.** However, contractor has to provide tape or wooden fillets or rubber gaskets to seal the joint properly to get smooth surface.

11.4 Further, shuttering shall be of such quality that there are no undulations and surfaces will be fairly even and no extra thick ceiling plaster shall be permitted to make the surface even. Any honeycombed or poorly formed concrete shall be repaired with polymer concrete of any suitable design by the Contractor at his own cost, in accordance with the specifications laid down in hand book of Repairs and Rehabilitation of RCC Buildings by CPWD.

**11.5 Steel centring & shuttering, scaffolding and props shall be used for all the items of RCC.** All propping and centring shall be either of steel tubes with extension pieces or built up sections of rolled steel. Shuttering used for concreting shall be sufficiently stiffened and of good quality mild steel plates free from dents, bends or warping and rusting. For shuttering of beam bottom, staircase and fins and for other places where use of steel shuttering is not found to be feasible, waterproof shuttering ply shall be used with prior approval of the engineer-in-charge.

**11.6 All scaffolding, centring and shuttering shall be with properly designed system** which shall be got approved from Engineer-in-Charge and centring and shuttering required for RCC

work will be brought to site by the contractor well in advance so that the progress of the upper floors is not hampered due to non-availability of the same. Nothing extra shall be paid for this.

- 11.7 Contractor shall deploy at least one set of shuttering material to enable the casting of one complete floor of the structure in one go.
- 11.8 In respect of **projected balconies, projected slabs at roof level and projected verandah**, payment for the RCC work shall be made under the item of RCC slabs. The payment for centring and shuttering of such item shall similarly be paid under the item of centring and shuttering of RCC slab. **Nothing extra shall be paid for the side shuttering at the edges of these projected balconies and projected verandahs**, all the exposed edge shall however, be finished as per specification and nothing extra shall be paid for this.

## 12.0 STEEL WORK

- 12.1 All steel doors, steel windows, steel ventilators, wire gauge, steel glazing, steel grill shall be according to the Architect's detailed drawings and factory-made and obtained from approved suppliers.
- 12.2 **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.**
- 12.3 **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.

## 13.0 FLOORING

- 13.1 Terrazzo tile to be used on the work shall be brought at site well in advance from approved list of suppliers of BSNL and samples sent to laboratory for testing as per provisions in CPWD Specifications. No claim of any kind whatsoever including the claim of extension of time shall be entertained on this account.
- 13.2 **Abrasion test for terrazzo tiles:** When the terrazzo tiles are tested in the manner specified in CPWD specifications-1996, their average wear shall not exceed 3.50 mm and wear on any individual specimen shall not exceed 4.00 mm.
- 13.3 **FLOOR TEST FOR TELEPHONE EXCHANGE BUILDINGS:**

The floor of Technical rooms in the T.E. buildings shall be laid in such a way that the limits in floor levels would not be exceeded as follows.

- (a) The levels at any places when checked over a distance of one metre in any direction would not show variation in floor levels in excess of 3mm.
- (b) The levels if checked over a distance of 4 metres in any direction shall not to exceed 5mm.
- (c) The maximum permissible variation in the levels at any two points more than 4 meters away in any direction in the same room shall not be more than 8mm.
- (d) Floor levels shall be taken at every metre and recorded in a "Level chart" for flooring in all technical room. This shall be checked, prepared and Certified by the Assistant Engineer-in-Charge of the work and contractor. This level chart shall be checked by the Engineer-in-Charge of work to satisfy himself that levels in the floors of technical rooms are with in the variation limits laid down at i) to iii) above.



- 13.4 **No payment of flooring in Technical room shall be allowed till “Level Chart” is prepared and meets the requirements of levels mentioned above.**
- 13.5 In toilets, kitchen, balcony, varandah etc proper slope/ tuck etc shall be provided as per the direction of Engineer-in-Charge. Nothing extra shall be paid on this account.
- 13.6 **Rate for the items of flooring is inclusive of provision of sunken flooring and finishing of edges of the same** in bath, kitchen, toilets etc. and nothing extra shall be paid on this account unless otherwise specified.

#### **14.0 APPROVAL OF SAMPLE WORK**

Approval of sample work of repetitive/ typical nature prior to general execution of work shall be as enumerated below:

- 14.1 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.
- 14.2 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 be allowed to have 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.

#### **15.0 CHECK LIST FOR QUALITY ASSURANCE**

- 15.1 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 annexed to General Conditions of Contract 2006 shall form a part of the Tender Document. Compliance of this Quality Assurance Check List shall be before release of the payment.



# PROFORMA FOR AGREEMENT

## (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF ----- DATED----- Between M/s-----  
----- (refer note) in the town of ----- hereinafter called the contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and the Bharat Sanchar Nigam Limited hereinafter called the BSNL (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

### WHEREAS

- A. The BSNL is desirous that the construction of ----- at ----- should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special Conditions of the Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, has called for Tender.
- B. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and grounds, the form and nature of the site and local conditions the quantities, nature and magnitude of the work the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- C. The tender documents including the BSNL's Press Notice Inviting Tender, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and rates, General obligations, Specifications, Drawings, plan, time schedule for completion of work, Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.

### AND WHEREAS

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

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

1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby convenient with the BSNL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
2. In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

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.

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

Signed and delivered for and on behalf of BSNL

Signature and delivered for and on behalf of the contractor

**(BHARAT SANCHAR NIGAM LIMITED)**

**(Contractor)**

OFFICIAL ADDRESS

Date

Date

Place

Place

**IN PRESENCE OF TWO WITNESSES**

SIGNATURE

SIGNATURE

NAME

NAME

SIGNATURE

SIGNATURE

NAME

NAME

### For Proprietary Concern

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

### For Partnership Concern

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

- i) Shri ..... s/o ..... and
- ii) Shri ..... s/o..... etc.

### For Companies

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

# FORM OF PERFORMANCE SECURITY

## BANK GUARANTEE BOND

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

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

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

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment made by us under this bond shall be valid discharge of our liability for payment to there under and the contractor(s) shall have no claim against us making such payment.

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

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

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

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

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

Date the \_\_\_\_\_ date of \_\_\_\_\_

for \_\_\_\_\_  
(Indicate the name of Bank)

\*\*\*\*\*

### ANNEXURE –(i)

### AFFIDAVIT

I/We have submitted a bank guarantee for the work \_\_\_\_\_ (Name of Work), Agreement No. \_\_\_\_\_ Dated: \_\_\_\_\_ from \_\_\_\_\_ (Name of the Division) with a view to seek exemption from payment of performance guarantee in cash. This Bank guarantee expires on \_\_\_\_\_.

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

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

**(Deponent)**  
Signature of Contractor

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



NIT No. 36/2018-19/CD/RYP/I-Ryp

Name of Work : - Errection of LWNB tower from 25 Mtr to 35 Mtr level additional height in TE compound MANA , Raipur District :- RAIPUR.

SCHEDULE OF QUANTITY

Name of the Contractor

S.No	Description	Quantity	Unit	Quoted rates are negative or positive	Rate in Figures in Rupees	Amount
	S.H. :- TOWER WORK					
1	Labour for hosting, fixing and errection on LWNB type existing tower from 25 meter Level to 35 meter Level as per standard drawings and design with all its necessary component and fixing with bolts, nuts and spring washers, necessary welding etc. wherever required complete in all respect as per direction of Engineer in charge.( Note:- Rate includes all operations involved in hosting and errection of tower including hire and labour charges of tools, plants and machineries, insurance premium of labour etc. and nothing will be paid extra.including dismantling and refixing of Aviation lamp, Lightening arrestor and other fixtures as per the drawing.	1.00	Each	Normal Item		0.00
2	Providing & fixing 50x6mm G.I. strip for earthing connection of lightening conductor including making holes of desired size for connecting with tower foundation bolts & earthing plate in pit with nuts & bolts etc complete as per direction of Engineer-in-charge.	50.00	One Metre	Normal Item		0.00
3	Making earthing pit of size 1.00x1.00x1.50 Mtr., including providing M.S. earthing plate of size 800 x 800 x 5 mm connected with G.I. earthing strip from tower foundation bolt, filling with fly ash up to one meter depth, filling charcoal and salt and providing 40 mm dia G.I. Pipe of 1.50 mtr. length for watering purpose in the pit,and refilling of available earth in the balance portion of the pit etc. complete as per direction of the Engineer-in- Charge.	1.00	Each	Normal Item		0.00

S.No	Description	Quantity	Unit	Quoted rates are negative or positive	Rate in Figures in Rupees	Amount
4	SITC of 230 Volts AC LED based aviation obstruction light suitable for an input supply of 230 Volts 50 Hz. AC & complying to ICAO requirement (low intensity/ Type B) on the top of the existing communication tower complete with necessary accessories/ clamps including supplying & fixing suitable light controller unit having photo sensor for automatic dusk to dawn operation etc as required complete as per directions of Engineer-in-charge.	1.00	Each	Normal Item		0.00
5	Supplying & fixing with 2x1.5mm copper unarmoured cable & providing end term-ination complete as per the directions of Engineer-in-charge.	30.00	One Metre	Normal Item		0.00
6	Installation of antenna mount including antenna and fixtures as supplied by the Telecom store to the existing GSM/RTT tower at desired height & location as per the instructions of the Telecom authorities complete including all labour, T&P etc complete as per direction of Engineer-in-charge.	6.00	Each	Normal Item		0.00
7	Dismantling of antenna mount including antenna and fixtures as available in the site existing GSM/RTT tower at desired height & location as per the instructions of the Telecom authorities complete including all labour, T&P etc complete as per direction of Engineer-in-charge.	6.00	Each	Normal Item		0.00
8	Supplying Galvanized nut and bolts tested of standard quality and drawing as approved by Engineer in charge of required dia length and for erection of tower complete as per the direction of Engineer in charge .	50.00	One Kilogram	Normal Item		0.00
<b>Grand Total</b>						<b>0.00</b>
				Rebate if Any in %		<b>0.00</b>
<b>Net Tendered Amount =</b>						<b>0.00</b>
<b>टिप्पणी:</b> Note:						
1. " " , BSNL / " " , / BSNL				ESTIMATED COST =	<b>102043.00</b>	<b>-100.00%</b>
1. If quoted rates is "Normal Item" this amount will be paid to contractor/Firm by BSNL. IF quoted rates is "Minus Item" this amount will be paid to BSNL by contractor/Firm.						
2. " "						BELOW EC
2. If any cells (Rates) left Blank, then the same will be treated as "Zero".						