

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprises)

BSNL CIVIL CHHATTISGARH ZONE, RAIPUR



NOTICE INVITING TENDER

**OFFICE OF THE EXECUTIVE ENGINEER (Civil)
BSNL, CIVIL DIVISION
BILASPUR.**

NAME OF WORK

Construction of PP Battery Platform at "Sarkho" in District :- Janjgir-Champa.

Certified that this Tender Document contains 31 pages only.

Tender Documents can be seen & downloaded from website: www.chhattisgarh.bsnl.co.in

Addition

Deletion

Correction

Overwriting

NAME OF WORK: Construction of PP Battery Platform at "Sarkho" in District :- Janjgir-Champa.

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IMPORTANT INSTRUCTIONS TO ALL TENDERERS

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR TENDERING

1. The intending bidder must read the terms and conditions of BSNL-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and instructions for bidders posted on website www.chhattisgarh.bsnl.co.in shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.upe.bsnl.co.in.
4. The bid can only be submitted after mandatory 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 in favour of BSNL Bilaspur and other documents as specified.
5. Contractor must ensure to quote rate of each item. 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). **If quoted rates is "Normal Item" this amount will be paid to the contractor/Firm by BSNL, if quoted rates is "Minus/deduction Item" this amount will be paid/adjust to BSNL by the contractor/Firm.**
6. The Contractor / supplier will have to read carefully nomenclature of the items of schedule and thereon for Deduction items agency will quote rate with negative (-) sign. If he/she quotes rate with positive sign, during scrutiny that shall be considered negative and accordingly amount shall be calculated.
7. Conditional tender shall be rejected.
8. The department reserves the right to reject any prospective application with assigning 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. The bidder may ask the bidding conditions, bidding process and/ or rejection of its bid.
9. Tender document can be obtained by downloading it from the Tender link of website www.chhattisgarh.bsnl.co.in
10. If the date fixed for opening of bids is subsequently declared as holiday by the BSNL, the revised date will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

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DECLARATION TO BE GIVEN BY THE TENDERERS WHO HAVE DOWN LOADED THE TENDER DOCUMENT FROM THE WEBSITE

It is to certify that:

1. I / We are submitting the tender in the proforma as downloaded directly from the website & there is no change in formatting, number of pages etc.
2. I / We are submitting tender document which is same/ identical as available on the website.
3. I / We have not made any modification / corrections / additions etc in the tender documents downloaded from web by me / us.
4. I / We have checked that no page is missing and all pages as per the index are available & that all pages of tender document submitted by us are clear & legible.
5. I / We have signed (with stamp) all the pages of the tender document before submitting the same.
6. I / We have wax sealed / adhesive tape sealed the tender documents properly before submitting the same.
7. I / We have submitted the cost of tender separately along with the Earnest money as detailed in NIT.
8. I / We have read carefully & understood the important instructions to the all tenderers & to tenderers who have down loaded the tenders from the website.
9. In case at any stage later, it is found there is difference in our downloaded tender documents from the original, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
10. In case, at any stage later, it is found there is difference in our downloaded tender document from the original, the tender / work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage whenever it is so noticed. I / WE will not claim any damages / compensation on this account.
11. In case, at any stage later, it is found there is difference in our downloaded tender documents from the original, I / We may also be debarred for further participation in the tender in the concerned BSNL Civil Zone & would also render me / us liable to be removed from the approved list of contractors of the Company.
12. I, _____ s/o _____ 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.
13. I offer to work at the rates as indicated in the Price Bid inclusive of all applicable taxes **inclusive of GST.**

Dated

(TENDERER)
(SIGN WITH SEAL)

LIST OF DOCUMENTS TO BE SUBMITTED

1. Demand draft / Pay order or Banker's Cheque /FDR against EMD.
2. Demand draft/Pay order or Banker's Cheque of any Scheduled Bank towards cost of Bid document.
3. Enlistment order of the contractor.
4. Certificates of Work Experience, if applicable.
5. GST Registration No.
6. Employee Provident Fund Registration No.
7. Undertaking of no near relative in BSNL.
8. A self declaration that the bidder is not black listed by GST authorities.
9. Power of Attorney attached, if applicable

Note: 1. The bidders must note that Rates to be quoted must be exclusive of contribution towards EPF and ESIC. The EPF and ESIC shall be reimbursed on production of receipt of deposit in this regard along with the invoice for the work.

2. Contractor must note that at present the rate of GST for this work is 18%. The bidders are advised to get familiarise themselves thoroughly in this regard before bidding. The Quoted rates should be inclusive of GST.

3. The Successful Bidder shall have to submit the proof of registration of ESIC before award of work.

4. The Successful Bidder shall have to get in self registered after award of work in the office of Labour Commissioner under category of BOCW.

**Executive Engineer (Civil)
BSNL Civil Division
Bilaspur
For & on behalf of Bharat Sanchar Nigam Limited**

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BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
(CIVIL WING)
NOTICE INVITING TENDER

NIT No. 13/2024-25/ BSNL/CD/BILASPUR

Date : 03.07.2024

- 1.0 Item rate tenders are invited on behalf of BHARAT SANCHAR NIGAM LTD. (A Government of India Enterprise) from approved and eligible contractors of DOT/BSNL, Deptt. of Post, CPWD, CGPWD (Building works), MES & Railways **having valid EPFO & GST Registration**, for the work of : **“Construction of PP Battery Platform at "Sarkho" in District :- Janjgir-Champa”**.
- 1.1 The work is estimated to Cost **Rs. 77061/- (Rupees Seventy Seven Thousand Sixty One) only**.
- 1.2 Tenders will be issued to eligible contractors provided they produce proof of the satisfactory completion of the work as below:
- 1.2.1 **Criteria of eligibility for tendering for non-BSNL registered contractors:**
- 1.2.1.1 For works up to Rs.7 Lakhs - NIL
- 2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL W-8, which is available as a BSNL Publication/BSNL Web site www.civil.bsnl.co.in Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
- 3.0 The time allowed for carrying out the work will be **01 (One) Month** from the **next** day after the date of issue of letter of award of work, or from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
- 4.0 The site for the work is available, OR shall be made available.
- 5.0 The last date of receipt of applications for issue of tender forms (in prescribed format/can also be down loaded from BSNL website www.uce.bsnl.co.in and date of issue of tender forms will be as follows:
- i) Last date of receipt of application **10.07.2024** up to 16:00 hours.
- ii) Last date of issue of tender forms **11.07.2024** up to 16:00 hours
- 6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL website www.chhattisgarh.bsnl.co.in or be seen in the **Office of the Executive Engineer (Civil), BSNL Civil Division, Raj Kishore Nagar Telephone Exchange, IInd Floor, Bilaspur, Pin 495006.** between 11:00 hours. & 16:00 hours from **03.07.2024** to **11.07.2024** every day except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office during the hours specified above on payment of the following: -
- (i) **Cost of Bid/Tender Document (Rs. 150+18%GST) Rs. 177/- (Rs. One Hundred Seventy Seven) only** i/c GST (Non refundable) as demand drafts/ pay order of a scheduled bank drawn in **favour of Account Officer (Cash) O/o GM BSNL Bilaspur BA.**
- (ii) Earnest money of **Rs. 1550/- (Rupees One Thousand Five Hundred Fifty) only** in cash (up to Rs.2500/-only)/ deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of **Account Officer (Cash) O/o GM BSNL Bilaspur BA.** When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.
- (iii) The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from Website in the form as detailed at sub para (ii) above.
Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money.
- 7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at para-9 below, will be received by the **Executive Engineer (Civil)** up to **15:00 Hrs.** on **15.07.2024** and will be opened by him or his authorized representative in his office on the same day at **15:30 Hrs.** After opening the main envelope 3, the envelope 1 containing the Earnest Money along with the cost of the tender as applicable and eligibility credentials shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers whose Earnest Money, cost of tender and eligibility is found in order. The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.
- 8.0 The description of the work is as follows: **“Construction of PP Battery Platform at "Sarkho" in District :- Janjgir-Champa”**.

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

- 9.1 In case the tender document is down loaded form BSNL website
- 9.1.1 "Earnest money plus cost of Tender and eligibility credentials" shall be placed in sealed envelope-1. marked "Earnest money plus cost of Tender and eligibility credentials".
- 9.1.2 The "Tender" shall be placed in sealed envelope-2 and will be superscripted as "Tender"
- 9.1.3 The sealed envelope no.1&2 as above containing "Earnest money plus cost of Tender, Eligibility Credentials", and the "Tender" shall be placed in another sealed envelope-3.
- 9.1.4 All the three envelopes shall be superscripted with following data on it.
- (i) Name of work
 - (ii) Name of tenderer
 - (iii) Last date of receipt of tender
- 9.2 In case tender document is purchased from Div/Sub-div office
- 9.2.1 Proof for paying the cost of tender documents and copies of documents showing eligibility credentials to be placed in sealed envelope no.1
- 9.2.2 Envelope no. 2 will be as per Para 9.1.2.
- 9.2.3 The sealed envelopes1&2 shall be placed in another sealed envelope no 3
- 9.2.4 same as 9.1.4

Note: In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law.

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

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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.

15. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from 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.
16. The tender for the work shall remain open for acceptance for a period of **30 days** from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
17. In case of works having estimated cost below **Rs.15,00,000/-** the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the 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.
18. This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/Contractor shall, within 30 days from such date, formally sign the agreement consisting of: -
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard BSNL W-7/8 as on website www.civil.bsnl.co.in Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
19. 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.

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- (b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
- (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
- (d) The payments to contractors will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
20. First running account bill shall be paid only after
(a) Signing of the Agreement/Contract by both the parties, and
(b) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.
21. If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of six months.
22. General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website www.civil.bsnl.co.in as well as in the Divisional/ Sub divisional Office.
23. The tenderer shall furnish a declaration to this effect (In case of downloaded tender) that no addition/deletion/correction have been made in the tender document submitted and it is identical to the tender document appearing on website. Every page of down loaded tender shall be signed by the tenderer with stamp (seal) of his firm/organisation.
24. Regarding GST registration as per section-22 of CGST Act-2017:
i. Every supplier shall be liable to be registered under this Act in the state or Union Territory, other than special category states from where he makes a taxable supply of Goods or Services or both, if his aggregate turn over in financial year exceed 20 Lakh rupees.
ii. In case of special category states he shall be liable to be registered if his aggregate turnover in a financial year exceeds Ten Lakh rupees.
iii. Further as per section-24 of CGST Act, in case a person is making interstate supply, he is compulsorily required to obtain registration.
25. The Contractor / supplier shall quote the rates inclusive of GST and other Taxes. Bidders are advised to see the website till the date of opening of Tender for any amendment/ clarification/corrigendum/addendum.

Signature and Name of Divisional Officer

**(Chandra Sen Gupta)
Executive Engineer (Civil)
BSNL Civil Division
Bilaspur.**

For & on behalf of Bharat Sanchar Nigam Limited.

File No. 25 (2)/2023-24/BSNL/CD/BILASPUR/232

Date: 03.07.2024

Copy to for wide publicity:

- (i) The Jt. Chief Engineer (C), BSNL Civil CG Zone, Raipur.
(ii) The General Manager, BSNL Bilaspur BA, CG.
(iii) The IFA to the General Manager Bilaspur BA, CG w.r.t. depute competent account person on Tender opening date please.
(iv) The Executive Engineer (C) BSNL Civil Division, Raipur.
(v) The Executive Engineer, CPWD, Raipur/Bilaspur.
(vi) The SDE(C) BSNL Civil Sub-Division Raipur/Bilaspur/Bastar.
(vii) The A.E. Postal Civil Sub-division, Raipur/Bilaspur.
(viii) The AO (Cash) O/o the GM, BSNL Bilaspur BA.
(ix) The SDE (P&D) BSNL Civil Division Bilaspur.
(x) Notice Board.
(xi) Web Site www.chhattisgarh.bsnl.co.in.

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BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)STATE **Chhattisgarh**CIRCLE **Raipur**ZONE **Chhattisgarh**DIVISION **Bilaspur**SUB-DIVISION **Bilaspur****Item Rate Tender / Percentage Rate Tender & Contract for Works****Tender for the work of : Construction of PP Battery Platform at "Sarkho" in District :- Janjgir-Champa.**

- (I) To be submitted by **15:00 hours** on (date) to **15.07.2024**.
- (II) To be opened in presence of tenderer who may be present at **15:30** hours on **15.07.2024** in the **Office of the Executive Engineer (Civil), BSNL Civil Division, Raj Kishore Nagar Telephone Exchange, IInd Floor, Bilaspur, Pin 495006**.

Issued to: _____ (Contractor).

Signature of officer issuing the documents _____.

Designation _____.

Date of Issue _____.

T E N D E R

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

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

I/ We agree to keep the tender open for **30 (Thirty) Days** 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. 1550/- (Rupees One Thousand Five Hundred 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, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We agree that, 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.

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

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

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

Dated.....

Witness:

Address:

Occupation:

(_____)

Signature of Contractor

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)

For & on behalf of the Bharat Sanchar Nigam Limited.

Signature _____

Dated _____

Name and Designation _____

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PROFORMA OF SCHEDULES				
(operative Schedules to be supplied separately to each of the intending tenderer)				
SCHEDULE "A"				
Schedule of Quantities (enclosed)				
SCHEDULE "B"				
Schedule of Materials to be issued to the contractor				
S. No.	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
NIL				
SCHEDULE "C"				
Tools and Plants to be hired to the contractor				
S. No.	Description of Item	Hire charges per day	Place of issue	
1	2	3	4	
DELETED				
SCHEDULE "D"				
Extra schedule for specific requirements/ documents for the work, if any.				
SCHEDULE "E"				
Schedule of component of Materials, Labour etc. for escalation.				
CLAUSE 10				
Component of Materials expressed as percent of Total Value of Work	"X"		75 %	
Component of Labour expressed as percent of Total Value of Work	"Y"	DELETED	25 %	
Component of POL expressed as percent of Total Value of Work	"Z"		0 %	
SCHEDULE "F"				
Reference to General Conditions of Contract				
Name of Work	Construction of PP Battery Platform at "Sarkho" in District :- Janjgir-Champa.			
Estimated Cost of Work	Rs. 77061/- (Rupees Seventy Seven Thousand Sixty One) only.			
Earnest Money	Rs. 1550/- (Rupees One Thousand Five Hundred Fifty) only.			
Performance Guarantee (5 % of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs.15 Lakhs).	NA			
Security Deposit (10 % of the tendered value for works with estimated cost put to tender up to Rs. 15 Lakhs) (5 % of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs.15 Lakhs).	10%			
GENERAL RULES AND DIRECTIONS				
Officers Inviting Tender	Executive Engineer (Civil), BSNL Civil Division, Bilaspur.			
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3.	50%			
Definitions	See below			
2(v) Engineer-in-Charge	Executive Engineer (Civil), BSNL Civil Division, Bilaspur.			
2(viii) Accepting Authority	Executive Engineer (Civil), BSNL Civil Division, Bilaspur.			
2(x) Percentage on cost of materials and labour to cover all overheads and profit.	10 %			
2(xi) Standard Schedule of Rates	CPWD DSR-2023			
9(ii) Standard BSNL Contract Form	BSNL W 8 form as modified and corrected up to date as on opening of			

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		tender.					
Clause 2							
	Authority for fixing compensation under Clause 2	Executive Engineer (Civil), BSNL Civil Division, Bilaspur.					
Clause 2 A							
	Whether Clause 2 A shall be applicable.	No					
Clause 3 A							
	Whether Clause 3 A shall be applicable.	No					
Clause 5							
i)	Time allowed for execution of work.	01 (One) Month					
ii)	Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer (Civil), BSNL Civil Division, Bilaspur.					
Clause 6 A							
	Whether Clause 6 A shall be applicable.	Yes					
Clause 7							
	Gross value of work to be done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment.	First and Final Bill					
Clause 10							
	Reinforcement steel to be used in the work shall have to be procured as below :	The contractor shall procure IS marked TMT bars of various grades from : The Steel Manufacturers such as SAIL, TATA steel Ltd., RINL, Jindal Steel & Power Ltd. and JSW steel Ltd. Or their authorised dealers having BIS license for IS: 1786-2008 (Amendment-1 November 2012).					
Clause 10A							
	Testing of material	The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and Repairing the required number of samples for such tests. Samples of various materials required for testing shall be provided free of charge by the contractor. However the cost of the tests shall be paid by the contractor which shall be reimbursed by BSNL, only if the test reports are satisfactory. The test shall be got done only from lab approved by the Engineer-In-Charge.					
Clause 11							
	Specification to be followed for execution of work.	C.P.W.D. Specifications 2019 (Volume I to II) with up to date correction slips.					
Clause 12							
12.2 & 12.3	Deviation limit for value of any item of any individual trade beyond which sub clauses 12.1.2 (i) to (v) shall not apply and clauses 12.2.& 12.3 shall apply.	50%					
Clause 16							
	Competent authority for deciding reduced rates.	Superintending Engineer (Civil), O/o the Chief Engineer (Civil) BSNL Civil Circle, Raipur, Chhattisgarh.					
Clause 36(i)							
General guidelines 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 :-							
Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal/Technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor at the event of not fu filling provision of Clause 36(i)	
						Figures	Words

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1.	Graduate/ Diploma	Civil	Principal Technical Representative	Nil for Graduate Engineer/ 5 Years for Diploma	1	Rs.15,000/-	Ten Thousand Only per month
Clause 37							
GST				The tenderer may note that payment/ TDS of GST shall be made as per Govt. of India Rules with latest amendments. BSNL shall not entertain any claim whatsoever in this respect. They have to submit their GST registration number. Contractor must note that at present the rate of GST for this work is 18%. Contractor may also note that the Government of India has notified the provision of TDS w.e.f. 01.10.2018. The bidders are advised to get familiarise themselves thoroughly in this regard before bidding. The Quoted rates should be inclusive of GST. BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier / Contractor / Agency.			
EPF/ESI				The bidders must note that Rates to be quoted must be exclusive of contribution towards EPF/ ESI. The EPF/ ESI shall be reimbursed on production of receipt of deposit in this regard along with the invoice for the work.			
Clause 42							
i) (a)	Schedule / statement for determining theoretical quantities of cement on the basis of			Delhi Schedule of Rates 2023 printed by CPWD.			
ii)	Variation permissible on theoretical quantities						
a)	Cement for works with estimated costs put to tender						
	i) Not more than Rs. 5 lakhs			3 % minus			
	ii) More than 5 lakhs			2 % minus			
b)	Steel reinforcement and structural steel sections for each diameter, section and category.			2 % minus			
<u>Star prices to be considered for escalation & recoveries</u>							
Sl. No.	Material			Star Price (Rate Per MT in Figures and Words)			
1	For Cement					
2(a)	For Mild steel					
2(b)	For Reinforcement Steel conforming to BIS 1786 (Fe 415 Grade)					
2(c)	For Reinforcement Steel TMT bars conforming to					
2(d)	For Galvanized Steel					

The rate for recovery under clause 42 shall be same as the star price.

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GENERAL CONDITIONS OF CONTRACT

- 1.0** The “Contract” shall, in general, be governed by the **BSNL General Conditions of Contract for Civil Works, to be read along with up to date corrections slips** (A BSNL publication, available in downloadable manner from website 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, and
 - f) Drawings and designs, if any,
 - g) 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 2023”** with all up to date correction slips as on the date of opening of tenders.

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ADDITIONAL CONDITIONS

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 BSNL communication 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 **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.
- 1.4 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.
- 1.5 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.
- 1.6 The contractor will work in close liaison, during the works, with other contractors of tower erection, electrical installation and any other works and adjust his work plan accordingly.
- 1.7 The contractor will have to extend full cooperation for contingent measures, which might be required to be taken due to eventuality.
- 1.8 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.
- 1.9 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.
- 1.10 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.

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.

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3.0 OTHER TAXES AND ROYALTIES

- 3.1 The rates offered should be inclusive of all taxes such as GST, Construction Workers Welfare Cess and any other taxes or cess as applicable on the date of opening of financial bid. Insurance, loading, unloading, transportation etc should be included on the quoted rates but excluding contribution towards EPF/ESIC. The rate shall be firm & final. BSNL shall not entertain any claim whatsoever in this respect.
- 3.2 **GST**-The tenderer may note that payment/ TDS of GST shall be made as per Govt. of India Rules with latest amendments. BSNL shall not entertain any claim whatsoever in this respect. They have to submit their GST registration number. **Contractor must note that at present the rate of GST for this work is 18%. Contractor may also note that the Government of India has notified the provision of TDS w.e.f. 01.10.2018. The bidders are advised to get familiarise themselves thoroughly in this regard before bidding. The Quoted rates should be inclusive of GST.**
- 3.3 **The bidders must note that Rates to be quoted must be exclusive of contribution towards EPF and ESIC. The EPF and ESIC shall be reimbursed on production of receipt of deposit in this regard along with the invoice for the work.**
- 3.4 Income Tax and surcharges over Income Tax etc. at the rates fixed by the Ministry of finance. Government of India, shall be deducted from all the running and final bills of the contractor. Should there be any increase in rate of Income Tax and surcharge during execution of the contract, the same shall be payable by the contractor.
- 3.5 **LABOUR CESS** –Labour Cess on prescribed rate of the value of Work done will be deducted from the bills of the contractor.
- 3.6 **Royalty** at the prevalent rates, wherever payable, shall have to be paid by the contractor direct to the Revenue authority of the State Government concerned for the materials like boulders, metal, shingle, sand, bajri or any other items collected by him for the execution of the work. “No Demand” certificate from the State Authority concerned shall be obtained before the final bill is paid for such royalty being paid directly, failing which recovery will be affected from him at the prevalent market rates.
- 3.7 The contractor shall pay **Octroi** wherever applicable. The Form ‘C’/ ‘D’, Octroi exemption certificates etc will not be issued by BSNL for any materials required in the work. The contractor shall quote all-inclusive rates only. Nothing extra shall be paid on this account.
- 3.8 However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

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ADDITIONAL SPECIFICATIONS

1.0 GENERAL

- 1.1.1 The Work shall, in general, conform to the **CPWD Specifications 2019 Vol. 1 & 2 with up to date correction slips.**
- 1.1.2 Should there be any difference between the specifications mentioned above and the specifications given in the schedule of quantities, the later shall prevail.
- 1.1.3 If the specifications for any item are not available in the CPWD Specifications cited above, relevant BIS Specifications should be followed.
- 1.1.4 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.
- 1.1.5 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.
- 1.1.6 In case of any difference noticed between Architectural and Structural drawings, the contractor shall obtain final decision in writing from the Engineer-in-Charge.
- 1.1.7 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
- 1.2 **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.
- 1.3 **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.

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 (**Akaltara**) 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 (**Mahanadi**) 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 (**Mahanadi**) 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:

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

- 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. In all other respect they shall conform to the bricks local class designation-35 given in CPWD specifications.
- 2.8 All above materials like stone aggregates, coarse sand, fine sand, Bricks, Stone etc. conforming to the CPWD specifications to be brought from the sources approved by Engineer-in-Charge. In case, at any stage during execution of work, the material from the approved source being not available or otherwise, and, is required to be arranged from other sources conforming to relevant CPWD specifications and duly approved of Engineer-in-Charge, involving extra lead etc, nothing extra shall be paid on this account.

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

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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 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.

3.3 Equivalents for the various materials and the materials of approved make shall be got approved from the Engineer-in-Charge of work in writing before using them on the work.

4.0 CEMENT AND STEEL (GENERAL)

4.1 The contractor shall procure cement & steel as required in the work. 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.

4.2 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.

4.3 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

4.4 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.

5.0 PROCUREMENT OF CEMENT

5.1 The contractor shall procure **43 grade** (conforming to IS: 8112) Ordinary Portland 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. **Cement 53 grade shall not be used in the work.**

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 total quantity of cement required shall be brought at site in one lot or as decided by the Engineer-in-charge.

5.4 The CEMENT GO-DOWN of the capacity to store about 300 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.

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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 IS marked TMT bars of various grades from : The Steel Manufacturers such as SAIL, TATA steel Ltd., RINL, Jindal Steel & Power Ltd. and JSW steel Ltd. Or their authorised dealers having BIS license for IS: 1786-2008 (Amendment-I November 2012) as specified in schedule – F.**

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 week’s time of written order from the Engineer-in-charge to do so.

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 2009 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	25	3.850
10	0.617	28	4.830
12	0.888	32	6.310
16	1.580	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, 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 that 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. However the cost of the tests shall be paid by the contractor which shall be reimbursed by BSNL, only if the test reports are satisfactory. The test shall be got done only from lab approved by the Engineer-in-Charge.**

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.**

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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 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., all the exposed edge shall however, be finished as per specification and nothing extra shall be paid for this.

PREFERRED LIST OF VARIOUS ITEMS/ PRODUCTS TO BE USED FOR THE FOLLOWING WORK

S. No.	Material / article	Conforming IS code	Manufacturers / Agencies / brand / make
1	Cement	IS 8112:1989 IS 1489 (Part-I)	Ordinary Portland Cement 43 grade (Conforming to IS: 8112)/ Fly ash Blended Cements conforming to IS 1489 (Part-I) from reputed manufactures of cement such as A.C.C., Jay Pee Cement, Reliance, Ultra-tech, Shri Cement, Gujrat Ambuja Cement and Cement Corporation of India etc. as approved by Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge.
2	Steel Reinforcement	IS 1786:2008	Thermo mechanically treated bars Fe-500 Grade from approved brands like SAIL, TISCO, RINL etc.
3	Structural Steel		
4	Sand (Coarse / Fine)		River sand (Source to be approved by Engineer-in-Charge.)
5	Brick		Local First Class available (Source to be approved by Engineer-in-Charge.)
6	Stone Aggregate		(Source to be approved by Engineer-in-Charge.)
7	Float Glass(transparent)	IS 14900:2000	Tata, Modiguard, Saint Gobain
8	Aluminium extruded sections	IS 733:1983 & IS 1285:2002	Jindal, Indal, Hindalco
9	Aluminium sliding door bolt	IS 2681:1993	Argent, Jyoti, Everest
10	Aluminium Tower bolt	IS 204(Part-I): 1991	Argent,Jyoti, Everest
11	Aluminium Handles	IS 208: 1996	Argent, Jyoti, Everest
12	False flooring		Unitile, Unifloor
13	False ceiling		Armstrong, Sipla
14	Fire Rated Glass		Saint Gobain or equivalent [To Be Approved by Engineer in charge]
15	Galvanized Steel Fire Rated Door with frame	IS 3616(Part-II,1992)	Sehgal/Ozone [To Be Approved by Engineer in charge]
17	PVC pipe	IS 4985:2000	Finolex, Supreme, Jindal
18	PVC fittings	IS 14233:1999	Finolex, Supreme, Jindal
19	Vitrified tiles	IS 15622:2006	First class Suprem quality of-Johnson,Kajaria,Somany,Bell
20	Synthetic Enamel paint	IS 2933:1975	First Quality of Asian, Louis Berger, ICI Dulux, Nerolac
21	Oil bound distemper	IS 428:2000	First Quality of Asian, Louis Berger, ICI Dulux, Nerolac
22	Acrylic smooth exterior paint		First Quality of Asian, ICI Dulux, Nerolac
23	White cement based wall putty		Birla , JK, Wallplast
24	Water proofing Compound	IS 2645:2003	Piddelitte, Fosroc Siko
25	Flush Door shutters	IS 2202(Part-I):1999	Century, Greenply, Archid,
26	SS Butt Hinges	IS 12817:1997	ISI Marked / Deepak
27	Hydraulic Door Closer	IS 3564:1966	Hitech, Hardwyn,Ozone

NOTE:

1. For any other make, prior approval of Engineer-in charge is required before execution in work.
2. All mandatory tests and other tests shall be made as per the departmental guidelines applicable and as required by Engineer-in-charge.
3. The contractor at his own cost shall ensure before tendering samples for approval of material/article that the material/article of above mentioned Manufacturers/Agencies/brand/make shall fully comply

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with the item nomenclature, drawings, Agreement specifications, CPWD Specifications 2009, Test results etc. Any deviation shall be brought to the notice of the Engineer-in-charge. Failure on all or any of the aforementioned accounts, the sample shall be rejected. The decision of Engineer-in-charge in this regard shall be final and binding on the contractor.

Executive Engineer (Civil)
BSNL Civil Division,
Bilaspur.

CERTIFICATE

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

I hereby also certify that I shall use only the above referred brands in the work and in case any other brand is used then I shall not claim for the payment of that item.

Signature of Contractor or his
authorized representative with
seal

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

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

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

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OFFICIAL ADDRESS

Date
Place

Date
Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE
NAME
SIGNATURE
NAME

SIGNATURE
NAME
SIGNATURE
NAME

For Proprietary Concern

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

For Partnership Concern

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

- i) ShriS/O..... , And
- ii) ShriS/O.....etc.

For Companies

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

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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 "as Bank) hereby undertake to pay to the BSNL and amount not exceeding Rs. _____ (Rupees _____ only) on demand by the BSNL.

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

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

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

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

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

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

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

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

Date the _____ date of _____ for _____ (Indicate the name of Bank)

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UNDERTAKING FOR NO NEAR RELATIVE IN BSNL C.G. Zone

(TO BE GIVEN BY EVERY TENDERER)

I/We.....S/oSh.....Residentof.....
.....hereby certify that none of my near relative(s)as under is/are employed in territorial jurisdiction of BSNL Chhattisgarh Zone 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.

I, hereby undertake that I am not black listed by GST authorities.

Signature of Tenderer

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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.

Schedule of Quantities

Name of work : - Construction of PP Battery Platform at "Sarkho" in District :- Janjgir-Champa.

Sl. No.	Description of items	Quantity	Unit	Rate in figures & in words (Rs.)	Amount in figures & in words (Rs.)
	Sub Head : EARTH WORK				
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift up to 1.5m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m :				
(a)	All kinds of soil.	3.00	One Cubic Metre		
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	3.00	One Cubic Metre		
3	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	3.00	One Cubic Metre		
	Sub Head : CONCRETE WORK				
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering : All work upto plinth level :				
(a)	1 : 5 : 10 (1 Cement : 5 coarse sand :10 graded stone aggregate 40 mm nominal size).	0.50	One Cubic Metre		
	Sub Head : REINFORCED CEMENT CONCRETE WORK				
5	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All				

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	work up to plinth level :				
(a)	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	3.00	One Cubic Metre		
6	Centering and shuttering including strutting, propping etc. and removal of form for :				
a)	Foundations, footings, bases of columns, etc. for mass concrete	8.00	One Square Metre		
7	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level.				
a)	Thermo-Mechanically Treated bars of grade Fe-500D or more.	300.00	One Kilogramme		
8	Smooth finishing of the exposed surface of R.C.C. work with 6 mm thick cement mortar 1:3 (1 Cement : 3 fine sand).	6.00	One Square Metre		
SUB HEAD : STEEL WORK					
9	Structural steel work riveted, bolted or welded in built up sections trusses and framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	35.00	Kg		
Sub Head : FINISHING					
10	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :				
a)	Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture	2.00	One Square Metre		

Executive Engineer (Civil)

BSNL Civil Division

Bilaspur

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