



# **BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

## **TENDER DOCUMENT**

For the work of Provision of wooden/ steel door shutter & grill on place of damaged shutters and misc. civil work of T.E.bldg. at Bela. (SSA-Gaya) (2nd Call)

**NIT NO. 19/21-22/TCD/GYA/Gaya**

## INDEX

SL.NO.	DETAILS	PAGE
1.	<b>Brief NIT03-04</b>	
2.	<b>N.I.T. (Form BSNL. W-6)</b>	<b>05 - 08</b>
3.	<b>Tender Form BSNL. W-7/8</b>	<b>09- 10</b>
	<b>i) Acceptance of tender</b>	<b>11</b>
	<b>ii) General Rules and Directions</b>	<b>12- 14</b>
	<b>iii) Conditions of Contract</b>	<b>15- 17</b>
4.	<b>Proforma of Schedules A toF</b>	<b>18 - 21</b>
5.	<b>Proforma</b>	
	<b>i)Proforma for Agreement</b>	<b>22 - 23</b>
6.	<b>(A) Additional Conditions</b>	<b>24-26</b>
	<b>B) Additional Specifications</b>	<b>27-29</b>
	<b>C) Special Conditions</b>	<b>30-35</b>
7.	<b>Schedule ofQuantities</b>	<b>36 onwards</b>

# BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

## NOTICE INVITING TENDER

NITNO. 19/21-22/TCD/GYA/Gaya

Dated 07.02.2022

The Executive Engineer , BSNL Civil Division, GAYA invites waxed sealed item rate on behalf of BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) for the following works from approved and eligible contractors of D.O.T/BSNL ,DOP, CPWD, MES, Railways & State PWD (B & R) subject to fulfillment of eligibility criteria as mentioned herein.

Sl N.	NIT No.	Name of work	Estimated Cost	Tender Cost	EMD
1	19/21-22/TCD/GYA/Gaya	Provision of wooden/ steel door shutter & grill on place of damaged shutters and misc. civil work of T.E.bldg. at Bela. (SSA-Gaya) (2nd Call)	Rs. 129272.00	Rs. 590.00	Rs. 2585.00

- II. (a) Last date of receipt of application for participation in tender up to 16.00 Hrs. on 15.02.2022.  
(b) Tenders from eligible tenderers will be received in the office of the Executive Engineer up to 15:00 Hrs. on 16.02.2022 **and** will be opened by him or his authorized representative on the same day at 15:30 Hrs.
- III. The intending renderers shall submit definite proof of registration certificates (along with attested copies of the same), while applying for participation in tender in the prescribed format.  
**The intending bidders must submit the valid GST registration paper failing which the Tender will be summarily rejected.**  
**The intending bidders must submit the valid EPF registration paper failing which the Tender will be summarily rejected.**  
**The intending bidders must providing of labour safety belt and helmate.**
- IV. **(Applications received from a person or firm holding power of attorney on behalf of such registered contractor shall not be accepted).**
- V. Subject to the above eligibility conditions, tenderers will be allowed to participate for quoting the rates
- VI. The blank application form and blank tender document (with conditions, schedule etc. complete) can be down loaded form the website [www.tender.bsnl.co.in](http://www.tender.bsnl.co.in) Such tenderers, who down load the Tender from web, should submit Rs. 590.00 (nonrefundable) as the cost of tender along with the EMD, in the same manner as specified in para-VIII below.
- VII. The blank application form can also be had from the office of Executive Engineer@ up to 16.00 hrs, on or before 14.02.2022. The blank tender documents can also be had from the office of Executive Engineer@ up to 16.00 hrs on or before on 15.02.2022 every working days on payment of Rs.590.00 (nonrefundable) per set.

**VIII E.M.D. and cost of tender separately** in the form of Demand Draft / Pay Order/ Receipted treasury challan/ Deposit at call receipt issued by Nationalized or Schedule Bank in favour of **Accounts Officer(Cash), O/o the GMTD ,GAYA**, payable at **GAYA** will be submitted along-with the “tender”. E.M.D. should be submitted in a separate envelope “**sealed**” super scribed with name of work and name of tenderer. The envelope containing E.M.D. and tender cost should not be kept inside the envelope containing the tender. **Tenders without E.M.D. and tender cost as applicable in separate cover shall be treated as non-responsive and shall be rejected.** (The envelope containing tender in separate sealed cover should super scribed with the name of work and the name of tenderer). Both the envelopes shall be deposited in the tender box in separate sealed envelope.

**IX INSTRUCTIONS FOR TENDERS USING DOWNLOADED TENDERDOCUMENTS FROMWEB:**

The down-loaded “tender document” in which rates are quoted should be properly bound and **sealed**. Loose/spiral bound submission shall be rejected outrightly. (In case of any correction/addition/alteration/omission in the tender document shall be treated as non-responsive and shall be rejected). The tenderer shall furnish a declaration to this effect that no addition/deletion/corrections have been made in the tender document submitted and it is identical to the tender document appearing on Web-site.

- X.** Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebate will be summarily rejected. However tenders with un-conditional rebates shall be accepted.
- XI.** Tenders shall neither be issued by post nor the same be received by post
- XII.** If the date of opening to be holiday, the tender shall be opened on next working day.

**Executive Engineer (Civil)  
BSNL Civil Division, GAYA**

**No. 29/NIT/CDG/2020-21/3**

**Dated: 08.02.2022**

**Copy forwarded to:-**

- 1-3. The GMTD, BSNL,SSA-Gaya/TDM-Ara/TDM-Sasaram.
- 4. The Jt. CE (C), BSNL Civil Circle, Patna.
- 5-7. The Executive Engineer (C), BSNL Civil Division, Hajipur/Mujaffarpur/Patna for Notice Board Display.
- 8-10. The Sub-Divisional Engineer, BSNL Civil Sub-Division,Gaya/Ara/Sasaram.
- 11. The Accounts Officer, BSNL Civil Division, Gaya to attend in the period of opening date of tender.
- 12. The Notice Board.

**Executive Engineer (Civil)  
BSNL Civil Division GAYA**

## BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

### NOTICE INVITING TENDER

Item rate/percentage rate tenders are invited on behalf of BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible contractors of BSNL, DOP, CPWD, MES, Railways & State PWD (B & R) only for the work of

**Provision of wooden/ steel door shutter & grill on place of damaged shutters and misc. civil work of T.E.bldg. at Bela. (SSA-Gaya) (2nd Call)**

The work is estimated to Cost Rs. Rs.129272.00

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

Criteria of eligibility for issue of tender documents for non-BSNL registered contractors Of Public Works Organizations like CPWD, State PWD (B&R), DOP, MES & Railwaysonly.

for works up to Rs. 7 lakhs-NIL

- 2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL W- 7/8, which is available as a BSNL Publication/BSNL Web site [www.maharashtra.bsnl.co.in](http://www.maharashtra.bsnl.co.in) corrected up-to-date.

Tenderer shall quote his rates as per various terms and conditions of the said form, (In case "Tender Documents" are downloaded from the BSNL Website in which rates/percentage are to be quoted should be properly bound and sealed) which will form part of the agreement.

- 2.0 The time allowed for carrying out the work will be 01 (One) month from The **10<sup>th</sup>** 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 the site for the work shall be made available in parts/phases.

- 5.0 The last date of receipt of applications for issue of tender forms (in prescribed Format / can also be downloaded from B.S.N.L website [www.tender.bsnl.co.in](http://www.tender.bsnl.co.in) and date of issue of tender forms will be as follows

- i) Last date of receipt of application is **14.02.2022** upto **16.00** hours.  
ii) Last date of issue of tender forms is **15.02.2022** upto **16.00** hours

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be downloaded from the BSNL website

[www.tender.bsnl.co.in](http://www.tender.bsnl.co.in) or be seen in the office of the **Executive Engineer (civil) BSNL Civil Division, GAYA** between 11.00 hours. & 17.00 hours from 07.02.2022 to **16.02.2022** 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) **Rs 590.00** as cost of tender (Nonrefundable) in cash or Demand Draft / Pay order of Scheduled Bank Drawn in favor of **Accounts Officer (Cash), O/o the GMTD, GAYA, payable at GAYA** (ii) The tender shall be accompanied by Earnest money of **Rs.2585.00** in the form of deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of **Accounts Officer (Cash), O/o the GMTD, GAYA, payable at GAYA**. When amount of Earnest money is more than Rs 5 Lakhs, part of earnest money is acceptable in form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakhs) 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.

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. The cost of 'tender' and 'Earnest money' should be submitted through separate instruments.

7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be received in the office of **Executive Engineer (Civil) BSNL Civil Division GAYA** up to **15.00** Hrs. on 16.02.2022 and will be opened by him or his authorized representative in his office on 16.02.2022

theat 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 who's Earnest Money, cost of tender, and eligibility are 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: -

**Provision of wooden/ steel door shutter & grill on place of damaged shutters and misc. civil work of T.E.bldg. at Bela. (SSA-Gaya) (2nd Call)**

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

**In case the tender document is down loaded form BSNL website**

"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.

The Tender shall be placed in sealed envelope-2 and will be superscripted as Tender.

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.

**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**

In case tender document is purchased from Division office

: Earnest Money Deposit in required format or proof of payment of EMD( if paid in cash) and copies of documents showing eligibility credentials to be placed in sealed envelope no.1

: Envelope no. 2 will be as per Para 9.1.2.

: The sealed envelopes 1&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**

The tender in which rates / percentage are to be quoted should be properly bound and sealed. ( wax sealed/ adhesive tape 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-a-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.

The tenders submitted in the following manner shall be considered as not properly bound and sealed.

a) Loose/ Spiral bound tender.

b) Stapled tenders without wax seal or without PVC tape.

c) Tender schedule tied with thread/tag without wax seal or without PVC tape.

In all such cases of tender schedules not properly bound and sealed, the rates of the tenderer shall not be disclosed and following procedure shall be adopted.

a) Such tenders shall be stapled immediately on all four sides in the presence of contractors and officers present at the time of opening of tender with certificate on the front page of the tender as well as in tender opening register by tender opening officer and by contractors and other officers present that rates were not disclosed due to reasons of either of (a) to (c) in Para 9.3.1 and again kept in the envelope.

b) The above schedule with envelope shall be returned to the contractor after the decision on the tender is taken by the competent authority.

10 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.

10.0.1 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.

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 **60 (SIXTY)** 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 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 (BSNLW-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.tender.bsnl.co.in](http://www.tender.bsnl.co.in)
- c) 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.
- (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.maharashtra.bsnl.co.in](http://www.maharashtra.bsnl.co.in) as well as in the Divisional/ Sub divisional Office. In case of any discrepancy, the terms and conditions as available in respective correction slips shall hold good.

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 downloaded tender shall be signed by the tenderer with stamp (seal) of his firm/organization.

**24. CONDITION FOR GST:**

The Rates quoted by agency shall be including the GST liability as per the rules applicable as on date.

25. The tenders with any conditions including that of conditional rebates shall be rejected forthwith. However the tenderers may quote un-conditional rebates.

26. In case of difference between downloaded tender document and model tender document kept in the O/o Executive Engineer, BSNL Civil Division, GAYA, the later shall be treated as correct. The tenderers may be seen compare the downloaded tender documents from the model tender document kept in the O/o Executive Engineer, BSNL Civil Division, GAYA for its correctness. No claim shall be entertained on this ground.

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



**BHARAT SANCHAR NIGAM LIMITED**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**

STATE : **BIHAR**

CIRCLE : **BSNL CIVIL CIRCLE, PATNA**

DIVISION : **GAYA**

ZONE : **BIHAR**

SUB-DIVISION: **Gaya**

**Item Rate Tender & Contract for Works**

Tender for the work of :

Provision of wooden/ steel door shutter & grill on place of damaged shutters and misc. civil work of T.E.bldg. at Bela. (SSA-Gaya) (2nd Call)

To be submitted by **15.00 (hours)** on **16.02.2022** to **The Executive Engineer, BSNL Civil Division, GAYA, 1<sup>st</sup> floor, Trunk building, Telephone Exchange compus Gandhi Maidan, Gaya- 823001**

(i) To be opened in presence of tenderer who may be present at **15.30** hours

On 16.02.2022 in the office of **The Executive Engineer, BSNL Civil Division, GAYA, 1<sup>st</sup> floor, Trunk building, Telephone Exchange compus Gandhi Maidan, Gaya- 823001**

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 **60 (Sixty)** 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 **Rs2585.00** has been deposited in prescribed manner as earnest money. If I/We fail to commence the work specified I/We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to 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 tenderform.

I/We agree that, in case of works of estimated cost exceeding Rs15,00,000/-, 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 accountNo. \_\_\_\_\_ Where the ECS/EFT facility of e-payment is available.

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

I/We agree that should I/We fail to commence the work specified in the above memorandum, 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.

Dated.....

Witness:

Address:

Occupation:

( \_\_\_\_\_ )  
Signature of Contractor

Postal Address:-

### A C C E P T A N C E

The above tender (as modified by you (Contractor) and as provided in the letters mentioned hereunder)

Is accepted by me for and on behalf of the Bharat Sanchar Nigam Limited for 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.**

**Executive Engineer (Civil)  
BSNL Civil Division  
GAYA**

Dated.....

**BHARAT SANCHAR NIGAM LIMITED**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**

**General  
Rules and  
Directions**

1. All work proposed for execution by contracts will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in News papers as the case maybe.  
This form will state the work to be carried out, as well as the date for receipt of application, the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs and drawings and any other documents, required in connection with the work signed for the purpose of identification by the officer inviting tender, shall also be open for inspection at the office of the officer inviting tender during officehours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each Partner thereof or by the partner(s) as specified in the partnership deed or by the person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partner(s) or by the partner(s) as specified in the Partnership Deed by the person holding a power of attorney authorizing him to give effectual receipts for the firm.

**Applicable  
for Item Rate  
Tender Only  
(BSNL W-8)**

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amount(s) must be quoted in full rupees by ignoring fifty paise and less, and, considering more than fifty paise as rupee one.

**Applicable for  
Percentage  
Rate Tender  
Only  
(BSNLW-7)**

- 4A. In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the work to which they refer, written on the envelopes.
5. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. A receipt of earnest money, forwarded therewith, shall be given to all contractors. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor, remitting the same, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment, to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the AO/ Sr. AO or a duly authorised Cashier.
8. The memorandum of work tendered for and schedule of the materials to be supplied by the BSNL and their issue rates shall be filled and completed in the office of the officer inviting tender before the

tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender document, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

**Applicable  
for Item Rate  
Tender Only  
(BSNL W-8)**

10. In case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates, which correspond with the amount worked out by the contractor, shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

**Applicable for  
Percentage  
Rate Tender  
Only  
(BSNL W-7)**

- 10A. In case of Percentage Rate Tenders, only percentage quoted shall be considered. Any tender containing item rates, is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

**Applicable  
for Item Rate  
Tender Only  
(BSNL W-8)**

11. In case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word Rs. should be written before the figure of Rs. and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paissa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the rate in words and it should not be written in the next line.

**Applicable for  
Percentage  
Rate Tender  
Only  
(BSNL W-7)**

- 12 A. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In figures, the word 'Rs.' should be written before the figure of rupees and the word 'P' after the decimal figures, e.g. 'Rs.2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paissa' should be written at the end.

13. The contractor whose tender is accepted, for amount exceeding Rs.15.00 Lakhs (Rupees Fifteen Lakhs), will be required to furnish an irrevocable PERFORMANCE GUARANTEE of 5% (Five Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the Contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of Acceptance of Tender. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India.  
The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by BSNL by way of Security Deposit unless

he/they has/have deposited the amount of Security at the rate mentioned above in cash (up to Rs.2500.00/Demand draft/Banker's Cheque/Deposit at Call Receipt of a Scheduled Bank or The State Bank Of India in accordance with the form annexed hereto.

In case of works with estimated cost put to tender is up-to and including Rs. 15.00 Lakhs (Rupees Fifteen Lakhs) the total security deposit deducted shall be 10(Ten)% instead of 5(Five)% of the tendered value of the work. Security Deposit shall be recovered @10% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from the Engineer-in-Charge, shall be communicated in writing to the Engineer-in-Charge
15. Sales-tax, purchase tax, turnover tax or any other tax on material in respect of the contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.
16. 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.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, the tender of the contractors, tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths etc.. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class, which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
19. The contractor shall submit list of works which are in hand (progress) in the following form:-

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

20. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer, may in his discretion, without prejudice to any other right or remedy, available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

## CONDITIONS OF CONTRACT

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Bharat Sanchar Nigam Limited and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
- i) The expression **Works** or **Work** shall, unless there be something, either in the subject or context, repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - ii) The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - iv) The **Bharat Sanchar Nigam Limited / BSNL** shall mean Bharat Sanchar Nigam Limited, (A Government of India Enterprise) having its registered office at Statesman House, Connaught Circus, New Delhi-110001 and shall include their legal representatives, employees and permitted assigns.
  - v) The **Engineer-in-Charge** means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' hereunder.
  - vi) **Government** or **Government of India** shall mean the Bharat Sanchar Nigam Limited.
  - vii) The term **Senior Deputy Director General (BW)** (Senior DDG (BW)) includes Principal Chief Engineer and Chief Engineer of the Zone.
  - viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'
  - ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by BSNL, of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to BSNL's faulty design of works.
  - x) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in schedule 'F' to cover, all overheads and profits.
  - xi) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
  - xii) **Department** means Bharat Sanchar Nigam Limited and shall include their legal representatives, employees and permitted assigns. who invite tenders on behalf of BSNL.
  - xiii) **Tendered Value** means the value of the entire work as stipulated in the letter of award.

		xiv) The <b>Date of award of work</b> shall denote the date of issuance of communication of acceptance of the tender.
		xv) The term <b>Chief Engineer</b> shall mean and include Principal Chief Engineer/ Chief Engineer of the Zone
<b>Scope and Performance</b>	3.	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
	4.	Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract
	5.	The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all the drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract
Works to be carried out	6.	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment's and transport which may be required in preparation of and for items given in the schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
<b>Sufficiency of Tender</b>	7.	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
<b>Discrepancies &amp; adjustments of Error</b>	8	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scaled drawings figured dimensions in preference to scale and special conditions in preference to General Conditions.
		<p>In the case of discrepancy between the schedule of Quantities, and the Specifications etc., the following order of preference shall be observed:</p> <ol style="list-style-type: none"> <li>Description of Schedule of Quantities.</li> <li>Particular Specification and Special Condition, if any.</li> <li>CPWD Specifications.</li> <li>Indian Standard Specifications of B.I.S..</li> </ol> <p>If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.</p> <p>Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.</p>
<b>Signing of Contract</b>	9	The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 30 days of award of work sign the contract consisting of:-
	i)	The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
	ii)	Standard form as mentioned in Schedule 'F' consisting of



- a) Various standard clauses with correction(s) upto the date stipulated in Schedule 'F' along-with Annexesthereto.
- b) SafetyCode.
- c) Modal Rules for the protection of Health and Sanitary arrangements for Workers employed by BSNL or itscontractors.
- d) Contractor's LabourRegulations.
- e) List of Acts and omissions for which fines can beimposed.

PROFORMA OF SCHEDULES				
( Operative Schedules to be supplied separately to each of the intending tenderer)				
<b>SCHEDULE "A"</b>				
Schedule of Quantities (as per PWD-3). <b>Please refer enclosed sheets in the last section tender document</b>				
<i>Contractor shall fill up and tender his rates in words and in figures legibly for all the items of work only in this schedule 'A' and not anywhere else.</i>				
<b>SCHEDULE "B"</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
<b>WILL NOT TO BE ISSUED</b>				
<b>SCHEDULE "C"</b>				
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	
<b>DELETED</b>				
<b>SCHEDULE "D"</b>				
General Instructions, Additional Conditions, additional specifications particular specification etc				
<b>ENCLOSED</b>				
<b>SCHEDULE "E"</b>				
Component of Materials expressed as percent of Total Value of Work			"X"	75%
Component of Labour expressed as percent of Total Value of Work			"Y"	25%
Component of POL expressed as percent of Total Value of Work			"Z"	0%
<b>SCHEDULE "F"</b>				
Reference to General Conditions of Contract				
Name of Work	Provision of wooden/ steel door shutter & grill on place of damaged shutters and misc. civil work of T.E.bldg. at Bela. (SSA-Gaya) (2nd Call)			
Estimated cost of work	<b>Rs. 129272.00</b>			
Earnest Money (2% of the Estimated Cost)	<b>Rs 2585.00</b>			
Performance Guarantee (5 % of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put totender exceeding Rs. 15 Lakhs)	<b>Not Applicable</b>			
Security Deposit (5 % or 10% as the case may	<b>10% of Tendered Value</b>			

be 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)		
<b>GENERAL RULES AND DIRECTIONS</b>		
Officers inviting tender		<b>Executive Engineer, BSNL Civil Division, GAYA.</b>
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		<b>(+/- )50 %</b>
<b>Definitions</b>		<b>See below</b>
2(v)	Engineer-in charge	<b>Executive Engineer, BSNL Civil Division, GAYA.</b>
2(viii)	Accepting Authority	<b>EE(C) Civil Division Gaya</b>
2(x)	Percentage on cost of materials and labour to cover all overheads and profit	<b>10 % (TEN PERCENT)</b>
2(xi)	Standard Schedule of Rates	<b>CPWD DSR 2012 I/c correction Slips issued till the date of opening.</b>
9(ii)	Standard BSNL Contract Form	<b>1.BSNL 8 form as modified and corrected up to date.</b> <b>2. correction slip 1,2,3,4 and 5 or as on the date of opening. The General conditions of contract along with upto date correction slips shall not be issued along with the tender documents, however, the same shall be made integral part the agreement to be drawn with the successful tenderer. Intending tenderers are requested to go through the General condtions of contract as available on the website <a href="http://www.maharashtra.bsnl.co.in">www.maharashtra.bsnl.co.in</a> and also in the office of Executive Engineer(c), BSNL Civil Division, Gaya, 1st floor, Trunk Exchange Building, Telephone Exchange, Gandhi Maidan, Gaya.</b> <b>3.Additional conditions</b> <b>4.Additional Specifications</b> <b>5. Special conditions</b> <b>6. Blank schedule</b>
Clause 2		
	Authority for fixing compensation under Clause 2	<b>EE(C) Civil Division Gaya</b>

<b>Clause 2 A</b>		
	Whether Clause 2 A shall be applicable	<b>Not applicable</b>
<b>Clause 5</b>		
i)	Time allowed for execution of work.	<b>01 (One) Month</b>
ii)	Authority to give fair and reasonable extension of time for completion of work.	<b>EE(C) Civil Division Gaya</b>
<b>Clause 6A</b>		
Whether Clause 2 A shall be applicable		Not applicable
<b>Clause 7</b>		
	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.	<b>Rs.2,00,000/-.</b>
<b>Clause -10 Reinforcement steel to be used</b>		Reinforcement steel to be used TMT bars manufactured from the Secondary producers approved in USO Project in Bihar.
<b>Clause 11</b>		
	Specification to be followed for execution of work.	<b>CPWD Specification 2009 Vol I&amp;II Including Correction Slips issued and revised till the Date of Opening of Tender and additional condition, additional specifications. (for this work enclosed).</b>
<b>Clause 12</b>		
12.2 & 12.3	Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not apply and clauses 12.2.& 12.3 shall apply	<b>(+) 50% / (-) 50 %</b>
<b>Clause 16</b>		
	Competent authority for deciding Reduced rates.	Superintending Engineer, BSNL CIVIL CIRCLE-II, PATNA,
<b>Clause 36(i)</b>		
a)	Minimum qualification and experience of Principal Technical Representative for civil work with estimated cost put to tender.	N.A
i)		
b)	Recovery to be affected from the contractor in the	N.A.

	event of not fulfilling the provisions of clause 36(i).	
<b>Clause 42</b>		
i)	Schedule / Statement for determining theoretical quantities of cement and bitumen on the basis of <b>Delhi Schedule of Rates 2012</b> Printed by CPWD with up to date correction slips as on the date of opening of Tenders.	
ii)	Variation permissible on theoretical quantities	
a)	Cement for works with estimated costs put to tender	
	i) Not more than Rs. 5 lakhs	3% plus / minus
	ii) More than Rs. 5 lakhs	2% plus / minus
b)	Steel reinforcement and structural steel sections for each diameter, section and category.	2% plus / minus
<b><u>Star prices to be considered for escalation &amp; recoveries</u></b>		
Sl.No	Material	<b>Star Price</b> (Rate in Figures and Words)
1	For Cement	<b>Rs. 6320/- per MT</b> <b>(Rupees Six thousand Three Hundred Twenty only )</b>
2(a)	For Mild Steel	
2(b)	For Reinforcement Steel conforming to BIS 1786 (FE 415 grade)	
2©	For Reinforcement Steel TMT bars conforming to	<b>Rs. 50250- Per M.T.</b> <b>( Rs. Fifty Thousand Two Hundred Fifty only)</b>

Clause No	Present provision in the clause	Modified provision in the clause
Clause 37(i)	Extent of service tax payable by contractor for building and construction works  .....No provision.....	Extent of service tax payable by contractor for building and construction works:  50% of total service tax, as per notification issued by ministry of finance, Govt. of India vide notification. 30/2012-service tax dt.20.06.2012  Note: In view of GST implementation, above provisions of service tax shall stand modified, if required, as per provisions of GST Act.

**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 -----) (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.

**1 The contract is subject to the jurisdiction of Court at GAYA only. ( Where the NIT/Tender has been issued)**

**2**

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 SANCHARNIGAM LIMITED)  
OFFICIAL ADDRESS

(Contractor)

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/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).

### 3. ADDITIONAL CONDITIONS

#### ADDITIONAL & PARTICULAR SPECIFICATIONS

##### GENERAL

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

##### “A” ADDITIONAL CONDITIONS

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. For Cement and Steel and other materials, as prescribed, the quantities brought at site shall be entered in the respective material at site accounts and shall be treated as issued for maintenance of daily consumption.
3. The procurement of Cement and Reinforcement Steel, and, their issue and consumption shall be governed as per conditions laid down hereunder.

##### Cement

The contractor shall procure 43 grade (Conforming to IS: 8112) Ordinary Portland Cement, P.S.C. P.P.C. as required in the work, from reputed manufactures of cement, having a production-capacity of one million tones per annum or more, such as A.C.C. L&T, Vikram, Shri Cement and Cement Corporation of India etc. as approved by Ministry of Industry. Government of India, and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. Supply of cement shall be taken in 50 kg bags bearing manufacture's name and ISI marking. 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.

The Cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-Charge

The cement godown 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 for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the key of other lock shall remain with the contractor. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at anytime.

The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor/ Department in the manner indicated below:

- i. By the contractor, if the results show that the cement does not conform to relevant BIS codes.
- ii. By the Department, if the results show that the cement conforms to relevant BIS codes.

##### Steel

**The procurement of TMT bars conforming to relevant BIS code shall be made from main producers as approved by the ministry of steel**

**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 confirm to BIS codes, the same shall stand rejected and shall be removed from the site of work within; a weeks' time from written order from the Engineer-in-Charge to do so.**

The steel reinforcement shall be brought to the site in quantity of lots as approved by the Engineer-In- Charge.

The steel reinforcements shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes (diameters) and lengths shall be stored separately to facilitate easy counting and checking.

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 than 2 Crores and when the steel is procured from other than main producers, additional tests such as, retest, re-bend test, elongation test, proof stress may also be conducted

Size (Diameter) of bar	For consignment	
	Below 100 tonnes	Over 100 tonnes
Under to 10mm dia	One sample for each 25 tonnes or part thereof	One sample for each 40 Tonnes or part thereof
10mm to 16mm dia	One sample for each 35 tonnes or part thereof	One sample for each 45 Tonnes or part thereof.
Over 16mm dia	One sample for each 45 tonnes or part thereof.	One sample for each 50 Tonnes or part thereof.

The contractor shall supply free of charge the steel bars required for testing. The cost of tests shall be borne by the contractor/ Department in the manner indicated below:

1. By the contractor, if the results show that the steel does not conform to relevant BIS codes.
2. By the Department, if the results show that the steel conforms to relevant BIS codes.

Coefficient of weight i.e. the weight per unit length of the steel procured by the contractor shall be ascertained at site before using it and certified by the Engineer-In-Charge. In case weight per unit length is beyond the rolling margin as laid down in the BIS: 1786, the steel will be rejected and shall be removed from the site of work within; a weeks' time from written order from the Engineer-in-Charge to do so. In case weight per unit length is more than the standard coefficient of weight for the diameter, but is within the rolling margin, then the payment shall be made as per the standard weight per unit length, and, where the weight per unit length is lesser than the standard coefficient of weight for the diameter, but is within the rolling margin, the payment shall be restricted with respect to the actual weight per unit length of the diameter.

The standard sectional weights referred to in standard table given in CPWD Specifications 1996 including correction slips issued and revised till the Date of Opening of Tender, 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 (mm)	WEIGHT (Kg/M)	SIZE (mm)	WEIGHT (Kg/M)
6	0.222	20	2.470
8	0.395	22	2.980
10	0.617	25	3.850
12	0.888	28	4.830
16	1.580	32	6.310
18	2.000	36	7.990

The actual issue and consumption of steel and Cement on the work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.

Steel and Cement brought to site and remaining unused shall not be removed from site without the written permission of the Engineer-In-Charge.

Cement used in Ready Mix Concrete shall be evaluated based on the certification by the in-charge of the RMC Plant in accordance with design approved by the Engineer-In-Charge.

- 4 No payment shall be made to the contractor for any damage caused during the execution of work because of cause(s) not covered under Clause 43 of the Contract. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.
- 5 Some restrictions may be imposed by the security staff etc. on the working and/ or movement of labour, materials etc. and the contractor shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.
- 6 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.
- 7 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.
- 8 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.
- 9 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.
- 10 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.

#### **11 Other Taxes and Royalties**

**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.

**Works Contract Sales Tax** as prevalent as per statutory orders of State/Central Government and shall be charged on gross value of all the bills and shall be recovered from each bill of the contractor as 'works contract sales tax'. Should there be any increase in rate of Works Contract Sales Tax during execution of the contract, the same shall also be payable by the contractor.

**Royalty** shall have to be paid by the contractor on all materials such as stone, bricks, boulders, metal, shingle, bajri, stone aggregate, coarse sand and fine sand etc. or any other materials used for the execution of the work direct to the Revenue Authority of the District/State Govt. concerned. The contractor shall obtain "No Demand" certificate from the District/State Govt. authority concerned before the final bill is paid, failing which necessary recovery will be effected at the applicable rates in the final bill.

#### **12 Secured Advance:**

Secured advance on bricks, stone, stone aggregate brought at site for use in the work shall be paid only after receipt of satisfactory test results from the laboratory and provisions under rules.

Secured advance on steel doors, steel windows, etc. shall be paid only after the Engineer-in-Charge has personally verified that the materials brought at site of work, for use in work, conforms to the sample approved by him.

Secured advance whenever admissible on water supply, sanitary installation materials and fittings shall be allowed only after the Engineer-in-Charge has verified that materials brought at site have been checked by him personally and are in conformity with the samples approved by him.

Secured advance for terrazzo tiles shall be paid only after satisfactory results are received from the laboratory.

\*\*\*\*\*

## **ADDITIONAL SPECIFICATIONS**

### **1. GENERAL**

The Work shall, in general, conform to the CPWD Specifications. The CPWD specifications shall mean CPWD Specifications – 2009 Vol. 1 & II up-to-date correctionslips

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

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

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.

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.

Incase of any difference noticed between Architectural and Structural drawings, the contractor shall obtain final decision in writing of theEngineer-in-Charge.

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 theEngineer-in-Charge

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 thisaccount.

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 referredto.

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 factories 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 manufacturingunits.

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/ qualityetc.

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 thework.
- (b) If the Brand specified material is not available then the material shall be ISImarked.
- (c) If ISI marked item is not available then it should be from ISO certifiedCompany.
- (d) If the ISI marked or ISO certified items are not available then the best available items in the market to beprocured.

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 thework.

The contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of thework.

All materials brought to the site by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative on receipt of the same at the site and before they are actually used in thework.

Any infringement and/or breach of the above specifications and condition(s) etc. shall render the contractor liable to action(s) under various clauses of the contract and such actions stipulated in the conditions therein.

**2. The following modifications to the above specifications shall, however, apply.**

**Earthwork**

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 personnels 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.

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

Surplus excavated earth which is beyond the requirement of the B.S.N.L. shall have to be disposed of by the contractor at his own cost beyond the municipal limits or at places identified by the local bodies or as directed by the Engineer-in-Charge after obtaining written permission of the Engineer-in-Charge and no payment will be made by the Department for such disposal of this surplus excavated earth.

The contractor shall, at his own expense and without extra charges, make provision for all shoring, pumping, dredging or bailing out water, if necessary, irrespective of the source of water. The foundation trenches shall be kept free from water while all the works below Ground Level are in progress, without any extrapayment.

**Reinforced Cement Concrete Work & Plain Cement Concrete-General**

**Stone Aggregate.** Stone aggregate to be used in the work shall be of hard broken stone to be obtained from approved source at and shall conform to the relevant provisions in the CPWD Specifications.

**Fine Sand / Coarse Sand:** Fine sand / Coarse sand to be used in the work shall be obtained from approved source at and shall conform to the relevant provisions in the CPWD Specifications.

Where only one variety of sand is available, the sand will be sieved for use in finishing work to achieve the required particle size distribution as per CPWD Specifications in order to obtain smooth surface and nothing extra shall be paid to the contractor on this account.

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

**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.

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

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.

**Centering and Shuttering For R.C.C Work:-** The concrete surface shall be free from honey combing, offsets, superfluous mortar, cement slurry and foreign matter. The formwork shall be assembled in such a way as to facilitate removal of their parts in proper sequence without any damage to the exposed cement concrete surfaces and corners etc. The contractor shall keep skilled staff for special care and supervision to check the formwork and concreting so that every member is made true to its size, shape, level and alignment so that it

does not result in any deformation, snag, 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. 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. Further shuttering shall be of such quality that there are no undulations and surfaces will be fairly even and no extra thick ceiling plaster shall be permitted to make the surface even. Any honey-combed or poorly formed concrete shall be repaired with polymer concrete of any suitable design by the Contractor at his own cost, in accordance with the specifications laid down in hand book of Repairs and Rehabilitation of RCC Buildings by CPWD.

**BRICK WORK:** - Bricks used in the work shall be F.P.S. to be obtained approved kilns at . In all other respects they shall conform to the provisions in CPWD specifications.

All above materials like stone aggregates, coarse sand, fine sand, Bricks, Surkhi, 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.

**STEEL WORK:-** 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.

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.

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.

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

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.

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.

## **TEST RESULTS & RELATED ASPECTS**

Normally, part-rate payment shall be allowed in the running account bills only if the materials conforming to the CPWD specifications for works as mentioned in the work are tested and test results are found to be satisfactory by the Engineer-in-Charge.

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

-----

## **SPECIAL CONDITIONS FOR TOWER ERECTION & PAINTING**

The following conditions shall be applicable for tower erection in addition to other conditions given in tender form. Nothing extra shall be paid on these accounts unless otherwise mentioned.

- 1.0 The work in addition to erection of tower also includes erection / assembly of antenna fixtures, box type cable feeder rack/ runway, platforms, wave guide rack, and wave guide rack support (Optional)/ ladder and painting of all steel members and fixtures..

The contractor shall procure all structural steel members i.e. Angles, tees, Plates, nuts & bolts etc. conforming to relevant I.S. Codes from main producers as approved by the Ministry of Steel namely SAIL, TISCO and RINL or BIS approved. However, in case of BIS approved, prior approval of competent Authority is required. All Mild steel / High tensile steel angles, Tees and Plates shall be of grade 'A' as per IS: 2062-1999 and IS: 8500-1991. Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in the relevant I.S. Codes. In case the test results indicate that the steel arranged by the contractor does not conform to I.S. Codes, the same shall stand rejected and shall be removed from the site of work within three days from date of receipt of written order of the Engineer-in-charge to do so.

Nuts and bolts of grade 5.6 conforming to relevant IS codes as per IS: 6639-1972, IS: 12427-2001, IS: 1363 (Part I)-1992 IS: 1364-2002, IS: 1367-2002 (Part 8) and plain washers as per IS: 6610-1972 & spring washers of type 'B' as per IS: 3063-1994 shall be used. All nuts, bolts and washers shall be hot dipped galvanized of minimum thickness of 85micron.

The steel structural members shall be stored by the contractor at site of work in such a way so as to prevent distortion and corrosion and nothing extra shall be paid on this account. Members of different sections and sizes shall be stored separately to facilitate easy checking.

For testing of steel members in accordance with IS 2062, specimen of sufficient length shall be cut from sectional member of steel as per requirement of relevant IS Codes and the contractor shall supply the steel members required for testing, free of charge.

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 steel does not conform to the relevant I.S.Codes.
- (ii) By B.S.N.L., if the results show that the steel conforms to the relevant I.S.Codes.

- 3.0 All structural steel members including nuts, bolts, gusset plates etc. shall be hot dip galvanized as per IS: 4759-1996 (Reaffirmed 2001) and IS: 1367-2002. The standard zinc used for galvanizing shall conform to IS:13229-1991.

The communication towers should conform to the latest revisions of all the relevant standards of BIS including:-

- (a) IS 2062-1999 - Specifications for structural grade steel.
- (b) IS 4759 –1996 & IS 1367- 2002 - Specifications for hot dip galvanization.
- (c) IS 800-1984 - Code of practice for general construction in steel.
- (d) IS 802 - Code of practice for use of structural steel in overhead transmission lines.
- (e) IS 6639, IS:1363, IS 12427, IS:1364 & IS: 1367 Part 8 - For nuts and bolts.
- (f) IS 13229-1991 - Standard for Zinc for galvanizing.
- (g) IS 6610 -1972 - For plain washers and spring washers respectively.
- (h) IS 3063-1994 - For tolerance in Erection of steel structures.
- (i) IS 12843-1989 - For tolerance in Erection of steel structures.
- (j) IS 7205- 1974 - Safety code for Erection of structural steelwork.
- (j) IS 875 -1987(Part-III) - Code of practice for design loads (Windload)

- 5.0 The contractor shall arrange at his own expense all tools, plants and equipments for execution of the works. No tents, tools, pumps for dewatering or any type of machinery / equipment will be supplied by the department for carrying out any portion of work. The contractor shall be in position to deploy all required machinery / tools / equipments within the time schedule specified in the individual work orders. No accommodation shall be provided by the BSNL either for storage of materials or for his staff. He shall make his own arrangement.
- 6.0 The intending bidders should inspect the site of work fully before tendering and acquaint / satisfy themselves as to the conditions in regard to accessibility of site, nature and extent of ground, working conditions including stacking of materials, installation of T&P, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of work.
- 7.0 Erection of the tower and painting shall be done through specialized agencies only and all safety precautions shall be taken in accordance with safety code for erection of structural steel work (IS:7205)
- 8.0 Agency executing the erection of towers should take all precautions to see that no damage occurs to the adjoining structures while executing the work. Also, all the workers on the execution site should be adequately insured along with third party insurance for any unforeseen injury to passerby or occupants of adjoining buildings. Agency shall be solely responsible for any mishap on these accounts.
- 9.0 **Foundation bolts shall be embedded and cast monolithic with concrete as per approved drawings**
- 10.0 Wherever no mention has been made in the specifications, the work shall be carried out as per relevant BIS standards or as per the directions of the Engineer-in-charge given in writing based on sound engineering practice and local usage & that shall be final and binding on the contractor.
- 11.0 The agency has to confirm after erection of tower that the tilt, twist and rotation of the tower are within specified limits. The agency also has to check the verticality of the tower after erection. The verticality of tower shall be within the limit of (+ / -) 25mm as given in IS:12843 : 1989, Table iii(b) (i.e. the bottom of the line joining to the centre of the top of the tower and the centre of the base of the tower shall be within this limit. This may be checked in the field after the erection of tower at site.

#### **GALVANIZING**

Hot dip galvanizing protects steel from corrosion by providing a thick, tough metallic zinc coating, which completely covers the steel surface and seals it from the corrosive action of its environment. The galvanized coating provides outstanding abrasion resistance. Where there is damage or minor discontinuity in the coating of zinc, protection of the steel is maintained by the cathodic action of the surrounding galvanized coating. Metallic zinc is strongly resistant to the corrosive action of normal environments and hot dip galvanized coatings therefore provide long-term protection for steel.

Zinc for galvanizing should conform to IS13229-1991.

All members and fasteners of Tower structures are to be hot dip galvanized. Galvanizing of members of the tower shall conform to IS 4759 and 2629. Bolts and other fasteners shall be galvanized in accordance with IS 1367 (part 13). The total mass of galvanizing coating shall not be less than 610gm/sqm (i.e. 85 micron) thickness.

#### **PAINTING**

Painting of galvanized steel towers is required to give additional protection and to give 'Day warning' as per additional protection and civil aviation specifications. Painting shall be done by specialized agencies only and all safety precautions shall be taken in accordance with the safety code for erection of steel tower.

#### **NON COASTAL AREA:**

In the non-coastal area Zinc Chromate may be applied instead of zinc phosphate painting shall be done in accordance with IS 1477 Part I & II. Priming coat of zinc Chromate/phosphate shall conform to IS 104.

#### **14 CLEANING**

Dust, grease and rust on galvanized tower members namely angles, tees, plates railing, ladders, racks etc. shall be removed by wire brushing and cleaned with a piece of cloth.

#### **15 APPLICATION OF PAINT**

After 48 hours of application of primer, the first coat of the paint should be applied carefully, well brushed into the surface, corners, crevices etc. should be uniform and even. The second coat of paint should be applied 48 hours after the application of the first coat. Care should be taken to see that the painting is not carried out at the hottest time of the day and air pockets should be avoided.

#### **16 SPECIALREMARKS**

(i) The painting shall be done carefully so that all corners and crevices of the mast receive the paint and no base surface is left exposed anywhere. Special care is to be taken in applying paint at the place where galvanized coating has gotremoved.

(ii) No driers such as Litharge or Turpentine are to be used. The practice of mixing kerosene oil with paint is strictlyforbidden.

(iii) The primer and the paints used should be got approved prior to theiruse.

(iv) The painting shall conform to civil aviationguideline.

#### **17 PAINTS**

Paints shall be synthetic enamel of the best quality and anticorrosive and withstand exposures to outside conditions. They should be of standard quality equivalent to synthetic enamel paint of Shalimar or Berger paints or Asian paints.

#### **18 ORANGE AND WHITE BANDS (DAYMARKINGS)**

To conform to Civil Aviation regulations the towers shall be painted in alternate bands of international orange and international white, terminating with orange at to and the bottom, Height of each band should be not exceed 6 metres and should not be less than 0.5 mt. The correct shade for the international orange corresponds to ISI shade 592 as given in the Indian Standard Institution Publication-colours for ready mixed paint, IS: 1755, IS:2732-1964.

#### **19 RECTIFICATION / REPAIRS TO DAMAGEDPARTS**

Damaged components of the steel work should be rectified as per directions of the Engineer-in-charge minor damages to the galvanizing shall be made good by cleaning the damaged portion free of all rust and applying a zinc rich paste to the same thickness as the original coat ofgalvanizing.

Members of components, which are dented, bent or twisted in transit or by handling during erection shall not be used on work but shall be replaced as directed by theEngineer-in-Charge.

#### **20 ERECTION**

(i) It shall be ensured that structural components with correct markings as indicated in drawings are used in correctposition.

(ii) At the base connections the foundation bolts shall be located correctly using templates and grouted ensuring that all templates are in one horizontal plane. After erection of the first panel, its verticality shall be checked and corrected ifnecessary.

(iii) Further erection work shall proceed panel-by-panel, bolts and nuts shall be finally tightened up to the torque specified using torque wrenches. Verticality of the tower shall be checked after complete erection of each panel. Each panel shall be completed in all respects and shall have the approval of the Engineer-in-charge before proceeding to the nextpanel.



- (iv) If a panel is to be left incomplete, it shall be ensured if necessary by erection of temporary bracings that all the members erected form a stable configuration, sufficient to withstand dead and windloads.
- (v) The joint shall be made by drawing the light members into position with barrel drifts. Drifts may be used on the heavier members only to secure them in correct position. No member shall be force fitted. Any error in steel work, which prevents the assembly and fitting up to the parts by the proper use of drifts, shall be investigated immediately. If any defect or deficiency in the member comes to notice, the same shall be rectified as per directions of the Engineer-in-Charge.
- (vi) Packing plates shall be provided at the joints as shown on approved drawings in order to make up the change in the thickness of the parts jointed. No other packing plates shall be used.
- (vii) Hot dip galvanized bolts and nuts and washers of grade 5.6 shall be provided in all connections involving leg member's main diagonals as well as horizontal through member section of the main diagonals in K brace, panels and plain bracings
- (viii) Hot dip galvanized contact surfaces of joints providing with hot dip galvanized bolts nuts and washers shall be free of oil, paint and lacquer or other coatings and shall be scored by wire brushing or light blasting after galvanization and prior to assembly.
- (ix) Bolts used for connections shall not be less than 12mm dia. and the length shall be such that not more than half of the pitch of the thread lies inside the grip length. The threaded portion of the bolt shall protrude by not less than 3mm beyond the lock nut after it has been fully tightened.
- (x) Bolts and nuts shall be tightened by using the part turn method. The nut shall be brought to the snug, tight position after which it will be given a further half to one turn depending upon the length of the bolt. In joints with several fasteners all the nuts bolts shall be brought to the snug tight position, before tightening further systematically. The nut rotation from snug tight condition is given in the table below:

#### NUT ROTATION FROM SNUG TIGHT CONDITION

Bolt length (as measured from underside of head to extreme end of point)	Bolts faces Normal to bolt axis.	One face normal To bolt axis & other face sloped not more than 1:20 (bevel washer not used)	Bolt faces slope not more than 1:20 from normal to bolt axis (bevel washers not used).
Upto including 4 dia.	1/3 turn	1/2 turn	2/3 turn
Over 4 dia. But not exceeding 8 dia.	1/2 turn	2/3 turn	5/6 turn
Over 8 dia. But not exceeding 12 dia.	2/3 turn	5/6 turn	1 turn.

- (xi) Alternatively nuts may be tightened using a calibrated wrench so that the proof load of the bolt specified in IS 1367 is achieved "snug tight is defined as the tightness attained by a few impacts of an impact wrench or the full effort of a man using an ordinary spud wrench. Following this initial operation, bolts shall be placed in remaining holes in the connection and brought to snug tight position".

## 21 VERTICALITY TOLERANCES

The verticality of towers of different heights shall be within the provisions of Table-1(III)(b) of IS:12843 : 1989, viz.  $\pm H / 1000$  or  $\pm 20$  mm (whichever is less) and  $H/1500$  or  $\pm 25$  mm (whichever is less) for towers up to and including 30M height and over 30M height respectively. (H refers to the height of tower).

## 22 WORKING PLATFORM AND LADDER

Platform with railing as per the drawing shall be provided as per the details provided in the specifications.

## **WAVEGUIDE**

A tray of galvanized m.s. angle and flats of 600 mm width shall be provided as wave-guide to carry the feeder cables from Antenna fixed at top of tower up to the BTS. This shall not bend sharply at right angles at turning point to avoid damage to running feeder cables.

Waveguide is provided in towers to carry the feeder cables from Antenna fixed at top of tower up to Transmission room. It is a tray of galvanized M.S. angles and Flats of 600mm width.

(a) Wave guide should enter straight into the termination at last length.

(b) Precaution should be taken to avoid twisting of the wave-guide while tightening the nut of the termination flange.

(c) Twisting can be permissible by an amount of 1 over 5 meters of wave guide length.

(d) Bend in the wave-guide should be less than 2M diameters.

(e) Wave-guide should be clamped suitably at all the stages on wave-guide rack and at proper places at approx. every 2 meters length in bend portion.

## **MEASUREMENTS**

Unless otherwise specified, for item of erection, the payment shall be made on weight basis. The weight shall be calculated as under.

The weight of all the structural members including tees, angles, channels, flats, rods, bars, tubes, gusset plates, splice plates, chequered plates, cleats, brackets, antenna, holding pipes, lightening arrestor pipe etc. shall be measured as given below.

The weight of nuts & bolts, washers, packing pieces etc. shall not be measured for payment purposes.

The actual dimensions (length & width) of the members shall be measured in running meters correct to a centimeter and the thickness shall be measured correct to a millimeter.

For calculation of weight, the coefficients as given in the standard tables of BIS codes shall be followed.

In case the coefficients are not available in BIS Codes, then the coefficient available in other standard tables shall be followed.

In case the coefficients are neither available in BIS Codes nor in other standards, then the coefficients shall be derived based on actual weight taken at site.

In case none of the above is possible, the actual weight shall be measured at site before erection.

No deductions shall be made for rivet or bolt holes made as per drawings and no additions shall be made in weight due to galvanizing of the members.

If actual weight measured at site, is less than the weight as per BIS codes / other standards, then the actual weight shall be measured.

## **RATES**

Unless otherwise specified, the rates quoted for the items shall include all labour, material, taxes, insurance, watch & ward, necessary T&P required for the work, tests, all weighing / measuring equipment etc. all complete. Nothing extra shall be paid over and above the quoted rates for the items.

The contractor shall pay Octroi wherever applicable. The Form "C" & "D", Octroi exemption certificates etc will not be issued by BSNL for any materials required in the work. The contractor shall quote all inclusive rates only. Nothing extra shall be paid over the quoted rates.

## **PROTECTION OF LIFE, PROPERTY AND EXISTING FACILITIES:**

The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works, and for keeping the construction site in a reasonable safe condition. The Contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.

In this connection, the attention of the contractors are drawn to the safety measures and precautions including code of conduct while safely carrying out the work and also detailed Engineering Instructions enumerated in this tender document.

The contractor shall be solely liable for all expenses for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and over-ground structures or other properties and undertake to indemnify and keep indemnified the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto.

The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal or property damages resulting therefrom.

## **27.0 INSURANCE**

Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensation insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to and/or incidental to the same.

### **INDEMNITIES:**

The contractor shall all the times hold the BSNL harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and descriptions brought or procured against BSNL, its officers, and employees and forthwith upon demand and without protest or demur to pay the BSNL any or all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractor's obligation or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s) including employee(s) of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequences of any claims, demand and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contract.

The contractor shall at his own cost at the BSNL request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

29. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards such as day and night boards, speed limit boards and flags, red lights and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account. Any damage done by the contractor to any existing work during the course of execution of the work awarded to him shall be made good by him at his own cost.
- 30 The contractor will work in close liaison, during the works, with other contractors of water supply, sanitary, drainage arrangements, electrical installation and any other works and adjust his work plan accordingly at no extra cost to the department.

\*\*\*\*\*

### SCHEDULE OF QUANTITY

Name of work :- Provision of wooden/ steel door shutter & grill on place of damaged shutters and misc. civil work of T.E.bldg. at Bela. (SSA-Gaya) (2nd Call)					
Sl. No.	Description	Qty	Unit	Rate	Amount
	<b>Sub-Head : Wood and P.V.C. Work</b>				
	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia. & length (hold fast lugs or dash fastener shall be paid for separately).				
	Sal wood	0.11	Cum		
<b>1</b>	Providing and fixing panelled or panelled and glazed shutters for doors, windows and clerestory windows, including ISI marked M.S. pressed butt hinges bright finished of required size with necessary screws, excluding panelling which will be paid for separately, all complete as per direction of Engineer-in-charge.				
<b>(a)</b>	Kiln seasoned selected planks of sheesham wood.				
	30 mm thick shutters	12.00	Sqm		
	Providing and fixing panelling or panelling and glazing in panelled or panelled and glazed shutters for doors, windows and clerestory windows (Area of opening for panel inserts excluding portion inside grooves or rebates to be measured). Panelling for panelled or panelled and glazed shutters 25 mm to 40 mm thick:				
	Kiln seasoned and chemically treated hollock wood.	9.00	Sqm		
<b>2</b>	Providing and fixing ISI marked oxidised M.S. sliding door bolts with nuts and screws etc. complete :				
<b>(a)</b>	250x16 mm	5.00	No.		
<b>3</b>	Providing and fixing ISI marked oxidised M.S. tower bolt black finish, (Barrel type) with necessary screws etc. complete :				
<b>(a)</b>	250x10 mm	5.00	No.		
<b>4</b>	Providing and fixing ISI marked oxidised M.S. handles conforming to IS:4992 with necessary screws etc. complete :				
<b>(a)</b>	125 mm	10.00	No.		
	<b>SH : Steel work</b>				
	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.	280.00	Kg		

	Providing and fixing in position collapsible steel shutters with vertical channels 20x10x2mm and braced with flat iron diagonals 20x5mm size, with top and bottom rail of T-iron 40x40x6mm, with 40mm dia steel pulleys, complete with bolts, nuts, locking arrangement, stoppers, handles, including applying a priming coat of approved steel primer.	5.00	Sqm		
	<b>SH : Finishing</b>				
	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :				
	Two or more coats on new work.	20.00	Sqm		

**Executive Engineer (C)**  
**BSNL Civil Division GAYA**