

NIT FOR E-TENDER

Name of the work: Filling of low lying area at 40M GBT at Kona, Krishna dt.(2nd Call)

NIT. No. 16/EE-BSNL-CDV/2024-25

To be submitted only online on website: <https://www.etenders.gov.in>
by 18.00 Hrs on 21.08.2024

Cost of Bid Document: Rs.590/- (Rupees five hundred and ninety only)

**O/o EXECUTIVE ENGINEER (CIVIL), BSNL CIVIL DIVISION,
VIJAYAWADA**

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Executive Engineer(C)
BSNL Civil Division
VIJAYAWADA

PART – A**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING**

The Executive Engineer (Civil), BSNL Civil Division, Vijayawada (Mobile No.-9490131096 Tel. No.-08662483223) on behalf of Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) invites item rate **e-tenders** from approved and eligible contractors of DOT (Civil Wing) / BSNL (Civil Wing) and non-BSNL registered contractors of appropriate class of Public Works Organizations like CPWD, State PWD (R&B) of Andhra Pradesh & Telangana, DOP, MES, Railways and of designated bodies like NSIC and MSME provided the tendered item is listed in the registration certificate of NSIC/MSME for the following work:-

Sl. No.	NIT No.	Name of work & Location	Estimated cost put to tender	Earnest Money	Period of completion	Last Date & Time of submission of Online Bid, e-tender processing fee, copies of EMD and other documents/credentials as specified in the tender notice	Period during which Physical Bid Documents comprising of EMD, Cost of Bid Document, E-Tender Processing Fee and self-certified copies of other Documents/credentials shall be submitted (in Hard Copies in the division office)	Date & time of Opening of Physical Bid Documents / Technical Bid.	Date & time of Opening of Technical Bid.	Date & Time of opening of Financial / Price bid.
1	2	3	4	5	6	7	8	9		10
1	16/EE-BSNL-CDV/2024-25	Filling of low lying area at 40M GBT at Kona, Krishna dt.	249152/- Two lac forty nine thousand one hundred and fifty two)	4990/- (four thousand nine hundred and ninety)	30 days	Up to 18.00 Hrs on 21.08.2024	After last date & time of submission of bid and up to 15.00 Hrs on 23.08.2024	At 15.30 Hrs on 23.08.2024	At 15.30 Hrs 23.08.2024	At 11.00 Hrs. on 27.08.2024

- 1.0 The intending bidder must read the terms and conditions of BSNL W-6 carefully. He should submit his bid only if he considers himself eligible and he is in possession of all the documents required. Joint ventures are not accepted.
- 2.0 Information and instructions for bidders posted on website shall form part of bid document.

CONTRACTOR / EXECUTIVE ENGINEER

- 3.0 The bid document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://www.etenders.gov.in> or www.ap.bsnl.co.in or <https://eprocure.gov.in>.
- 4.0 The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts or Bank Guarantee of any Scheduled Bank towards cost of EMD, Cost of bid document in the shape of Demand Draft / Pay order / banker's cheque only, other documents as mentioned in BSNL W-6 and payment of e-tender Processing Fee as applicable.
- 4.1 The Demand draft or Pay order or Banker's cheque or Deposit at call Receipt or Fixed deposit Receipt or Bank guarantee of any scheduled Bank should be drawn in favour of the **Accounts Officer (Cash), BSNL, O/o GMTD, VIJAYAWADA** and e-tender Processing Fee: - e-Tender Processing Fee as applicable shall be paid by the intending bidder. The agency intending to participate in tendering process shall have to register with <https://www.etenders.gov.in>.
- 5.0 Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- 6.0 The intending bidder must have valid class-III digital signature to submit the bid.
- 7.0 Contractor can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
- 8.0 On opening date, the contractor can login the website <http://www.etenders.gov.in> and see the bid opening process. After opening of bids, he will receive the competitor's bid sheets.
- 9.0 The bidder should read carefully & understand the tender document, procedure for e-tendering etc. completely before participating in the e-tender. Participation in the e-tendering presumes that the bidder (s) has/ have read all the conditions, Special Conditions / additional conditions of the contract (if any), Schedule of quantities etc. and agree to abide by them.
- 10.0 After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 11.0 The intending bidder should see all the conditions of contract uploaded in the web site including corrigendum if any, till the last date of submission of tender.
- 12.0 The Physical bid / eligibility documents submitted in hard copies shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid is also mentioned above.

- 13.0 If the contractor is found ineligible after opening of bids, his bid shall become invalid and e-Tender Processing Fee as well as Cost of Bid document shall not be refunded.
- 14.0 **If the bidders do not submit the Physical bid documents / Technical Bid consecutively three times after submission of online bids action shall be taken to withdraw his / their enlistment and/or debar him / them from tendering in BSNL for a period of six months.**
- 15.0 **List of Documents to be scanned and uploaded** within the period of bid submission (and hard copies to submitted within the stipulated period in division office):
- (a) Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank towards Cost of Bid Document.
 - (b) Demand Draft/Pay order or Banker's Cheque / Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank towards EMD.
 - © Self certified copy of Enlistment Order of the Contractor.
 - (d) Self certified copies of Certificates of Work Experience as per NIT condition.
 - (e) Self certified copy of PAN card issued by Income Tax Department.
 - (f) i) GST Registration, if liable for registration as per GST Act.
ii) If not liable for GST registration as per GST Act, Contractor shall submit declaration as per **Annexure-III** (regarding category he falls under, which may be ticked and uploaded).
 - (g) Near relative certificate as stipulated under Clause 14 of BSNL W6as per **Annexure-I.**
 - (h) Self certified copy of Power of Attorney, if applicable.
 - (i) Partnership deed if any
 - (j) Undertaking regarding submission of Physical bid document as per **Annexure-II.**
 - (k) Any other documents as specified in the press notice / NIT condition.

Note :- The bidders may please note that the documents mentioned above are to be scanned and uploaded while bidding and also they have to submit the hard copies of credentials as well as the original DDs/ Pay orders etc to the tender opening authority in sealed cover before the scheduled date and time.

Executive Engineer (Civil)
BSNL Civil Division, Vijayawada.

BSNL W - 6

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

NOTICE INVITING e-TENDER

1.0 Item rate **e-tenders** are invited on behalf of BHARAT SANCHAR NIGAM LIMITED from approved and eligible contractors of DOT(Civil Wing) / BSNL (Civil Wing) and non-BSNL registered contractors of appropriate class of Public Works Organizations like CPWD, State PWD (B&R) of Government of Andhra Pradesh &Telangana, DOP, MES, Railways and of designated bodies like NSIC and MSME provided the tendered item is listed in the registration certificate of NSIC/MSME for the work of **Filling of low lying area at 40M GBT at Kona, krishna dt.**

The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

The intending bidder eligible to submit bid has to scan and upload the following documents within the period of bid submission:

- (c) Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank towards Cost of Bid Document.**
- (d) Demand Draft/Pay order or Banker's Cheque /Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank towards EMD.**
- © Self- certified copy of Enlistment Order of the Contractor.**
- (d) Self certified copies of Certificates of Work Experience as per NIT condition.**
- (e) Self certified copy of PAN card issued by Income Tax Department.**
- (f) i) GST Registration, if liable for registration as per GST Act.
ii) If not liable for GST registration as per GST Act, Contractor shall submit declaration as per Annexure-III (regarding category he falls under, which may be ticked and uploaded).**
- (g) Near relative certificate as stipulated under Clause 14 of BSNL W6 as per Annexure-I.**
- (h) Self certified copy of Power of Attorney, if applicable.**
- (i) Partnership deed if any**
- (j) Undertaking regarding submission of Physical bid document as per Annexure-II.**
- (k) Any other documents as specified in the press notice / NIT condition.**

Copy of Enlistment Order and certificate of work experience and other documents as specified shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

*If the bidder is a firm in partnership/Limited company or Corporation, then the hard copies of Form "A" and partnership deed / memorandum of articles of association and power of attorney / authorization to the person who signs the tender in case of companies etc shall also be submitted along with hard copies of other documents.

CONTRACTOR / EXECUTIVE ENGINEER

- 1.1 The work is estimated to cost **249152/- Two lac forty nine thousand one hundred and fifty two**). This estimate, however, is given merely as a rough guide.
- 1.2 Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-
- 1.2.1 BSNL registered contractors in the appropriate class do not require to submit separate experience certificates to be eligible to participate in the tenders.
- 1.2.2 Criteria of eligibility for submission of bid document for non-BSNL registered contractors of Public Works Organizations like CPWD; State PWD (B&R) of Government of Andhra Pradesh & Telangana, DOP, MES, Railways and **of designated bodies like NSIC and MSME provided the tendered item is listed in the registration certificate of NSIC/MSME** only.
- 1.2.2.2 Joint ventures are not accepted. The applicant should have completed works as per details below during the last seven years ending last day of the month previous to the one in which the tenders are invited.
- a) Three similar completed works each costing not less than --- NIL
or
- b) Two similar completed works each costing not less than --- NIL
or
- c) One similar completed works costing not less than --- NIL

~~Similar work means "Construction of Tower / Building works in RCC framed structure". The value of executed works shall be brought to current costing level by enhancing the actual value of executed work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders and shall be rounded off to the nearest hundred rupees. The **similar work should have been carried out in Central/State Government/ Central or State Public Sector Undertakings**. The experience certificate given by an officer not below the rank of Executive Engineer, shall indicate clearly the nature of the work and the satisfactory completion of the similar work along with value of work done and date of completion and shall be issued by authorized signatory/ authority and shall be in original / attested.~~

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. BSNL W-8 with up to date correction slip, which is available as a BSNL publication / BSNL website "www.ap.bsnl.co.in";www.civil.bsnl.co.in & <http://etenders.gov.in>. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **30 days** from the **10th day** after the date of issue of letter of acceptance, 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.
- (i) The site for the work is available or will be made available in phases or parts.
- (ii) The architectural and structural drawing for the work is available (or)

~~The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved program of~~

- completion submitted by the contractor after award of work.
5. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
 6. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
 7. The bid document consisting of Specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents including General Conditions Of Contract Form can be seen from website <https://www.ap.bsnl.co.in> and <https://www.etenders.gov.in>
 8. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt, drawn **in favour of Accounts Officer (Cash), BSNL, O/o GMTD, VIJAYAWADA** shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of the Executive Engineer, BSNL Civil Division, Vijayawada. A part of earnest money is acceptable in the form of bank guarantee also. When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids.

Intending bidder who wish to participate in the bid has also to make following payments in the form of Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank and to be scanned and uploaded to the e-Tendering website within the period of bid submission:

- (i) Cost of Bid Document – **Rs.590/- (Rupees five hundred and ninety only)** only including GST drawn in favour of **Accounts officer (Cash), O/o GMTD, BSNL, VIJAYAWADA, Payable at VIJAYAWADA** *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.*
- 8.1 Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or FDR or Bank Guarantee against EMD and Cost of Bid Document shall be placed in single sealed (Wax / Adhesive Tape) envelope superscripted as "**Earnest Money & Cost of Bid Document**" with name of work and due date of opening of the bid also mentioned thereon.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice / NIT shall be scanned and uploaded to the e-Tendering website within the period of bid submission and self -certified copy of each shall be deposited in a separate envelope marked as "**Other Documents**". Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of bids and to be submitted in the office of Executive Engineer(C),BSNL Civil Division, Vijayawada(**Phone No. 9490131096**) after last date

& time of submission of bid and up to **15.00 Hrs on 23.08.2024**. The documents submitted shall be opened at **15.30 Hrs** on the same day.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Bid Document and other documents placed in the envelope are found in order. The Financial or Price Bid shall be opened at due date and time of only those bidders who are found eligible.

9. **The bid submitted shall become invalid and Cost of Bid & Tender processing fee (if applicable) shall not be refunded if:**

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents as stipulated in the bid document
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
- (iv) In case the eligibility credentials are not found genuine 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

10. The description of the work is as follows:

Filling of low lying area at 40M GBT at Kona, Krishna dt.

10 Copies of the other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above mentioned officer.

10.1 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. **A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.** The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a 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 & 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 BSNL does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. **All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.**

12. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

13. The competent authority on behalf of BSNL reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

14. The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:
- (i) Member of Hindu Undivided family (HUF).
 - (ii) They are Husband and Wife.
 - (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/Performance guarantee 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 **75 (seventy five)** days from the date of opening of the financial bid. 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. Further the bidder shall not be allowed to participate in the rebidding process of the work.

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 pro-forma annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled. In case of works of estimated to cost Rs.15,00,000/- and above, the successful tenderer, 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 BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor, and tender will be cancelled.
18. This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the **letter of acceptance** shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the **letter of award** shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/Contractor shall, within 30 days from such date, formally sign the agreement consisting of: -
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard BSNL W-7/8 as on BSNL website www.ap.bsnl.co.in or www.civil.bsnl.co.in and also available in the divisional office with up to date correction slip.
 - 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.

- (c) No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable is submitted by the contractor to the Engineer-in-Charge.
21. Bidders may contact on Phone No. **9490131096** on or before **20.08.2024 upto 16.00** Hours in case of any queries. No subsequent query will be entertained. Clarification or amendments if any shall be uploaded on BSNL website www.ap.bsnl.co.in or <http://www.etenders.gov.in/BSNL>. The clarification or amendments shall also form the part of the agreement.
22. **If the contractors do not submit the physical bid documents / Technical Bid consecutively three times after submission of online bids, action shall be taken to withdraw his/their enlistment / debar him/them from tendering in BSNL for the period of six months.**
All the intending tenderers will have to submit an undertaking in the format as per Annexure-II.
23. General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on BSNL web site www.ap.bsnl.co.in and www.civil.bsnl.co.in as well as in the Division Office.
24. e-tender Processing Fee: - e-Tender Processing Fee as applicable shall be paid by the intending bidder.
25. **GST & other taxes:** Goods and Service Tax(GST) or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the contractor and BSNL will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in GST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
26. If any terms and conditions under General Rules and Directions, (which can be seen in general conditions of contract available in BSNL website www.ap.bsnl.co.in) is in contravention to terms and conditions as above, the terms and conditions as above shall prevail.

Signature and Name of

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

BSNL W – 8

BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

STATE: Andhra Pradesh

CIRCLE: BSNL CC, Vijayawada

DIVISION: BSNL CD, Vijayawada

ZONE : A.P. Civil Zone

SUB-DIVISION: BSNL CSD, VIJAYAWADA.

Item Rate e-Tender & Contract for Works:

Tender for the work of "Filling of low lying area at 40M GBT at Kona, Krishna dt." Bid along with the scan copies of Bid Documents to be submitted ONLINE on the website <https://www.etenders.gov.in/BSNL> to be submitted by **18.00 hrs on 21.08.2024.**

- (i) Certified copies of Bid Documents to be submitted in wax / adhesive tape sealed envelope in the office of the Executive Engineer, BSNL Civil Division, Vijayawada by **15.00hrs on 23.08.2024.** Copies of Bid documents shall be opened in the office of Executive Engineer, BSNL Civil Division, Vijayawada at **15.30hrs on 23.08.2024.**
- (ii) Technical Bids of eligible bidders to be opened in presence of bidders, who may be present, at **15.30 hrs on 23.08.2024.**
- (iii) Financial Bids of eligible bidders to be opened in presence of bidders, who may be present, at **11.00 hrs on 27.08.2024.**

E-TENDER

I/ We have read and examined notice inviting tender, schedule, A, B, C, D, E & F. specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid 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 **75 (seventy five)** days from the date of opening of financial bid 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.

Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.

A sum of **4990/- (four thousand nine hundred and ninety) only** has been deposited in prescribed manner as earnest money (Exemption of payment of EMD and/ or Tender cost shall apply for the registered vendors of designated bodies like NSIC and MSME provided the tendered item is listed in the registration certificate of NSIC/MSME). If I/We fail to commence the work specified I/We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of the Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We agree that, in case of works of estimated cost exceeding Rs 15,00,000/-, to deposit an amount equal to 5% of Tendered value of the work as performance guarantee in the form of bond of any Scheduled Bank of India in accordance with the pro-forma 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. Further, I/We agree that, in case of forfeiture of earnest money or both earnest money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/we undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in BSNL in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

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

I/We agree that should I/We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Bharat Sanchar Nigam Limited and the same may at the option of the competent authority on behalf of the Bharat Sanchar Nigam Limited be recovered without prejudice to any 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 pro-forma enclosed.

CONTRACTOR / EXECUTIVE ENGINEER

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

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.

Signature _____

Dated.....

Name and designation

PART-B

PROFORMA OF SCHEDULES

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

SCHEDULE “A”

Schedule of Quantities(Appended)

SCHEDULE “B”

Schedule of Materials to be issued to the contractor

S. No.	Description of Item	Quantity	Rates in figures & words at which The materials will be charged from the contractor	Place of issue
1	2	3	4	5
NIL				

SCHEDULE “C”

Tools and Plants to be hired to the contractor

S. No.	Description of Item	Hire charges per day	Place of issue
1	2	3	4
DELETED			

SCHEDULE “D”

Extra schedule for specific requirements/documents for the work if any.

1. Additional Conditions(General)
2. Additional Conditions for civil works
3. List of recommended makes of materials for civil works.

SCHEDULE “E”

Schedule of component of Materials, Labour etc. for escalation.

CLAUSE 10 C **Not applicable**
CLAUSE 10 CA **Not Applicable**
CLAUSE 10 D **Applicable**

CLAUSE 10

Component of Materials expressed As percent of Total Value of Work	“X”	75%
Component of Labour expressed as Percent of Total Value of Work	“Y”	25%
Component of POL expressed as Percent of Total Value of Work	“Z”	0%

SCHEDULE "F"

(Reference to General Conditions of Contract)

Name of Work: - Filling of low lying area at 40M GBT at Kona, krishna dt.**Estimated cost of Work: 249152/- Two lac forty nine thousand one hundred and fifty two)****Earnest Money 4990/- (four thousand nine hundred and ninety) only****Performance Guarantee**

(5% of the tendered

Value in the form of Bank Guarantee from

Scheduled Bank in respect of works

With estimated cost put to tender

exceeding Rs.15Lakhs)

Rs. NIL (Rupees _____)

Security Deposit

(10% of the tendered value for works with

Estimated cost put to tender up to Rs.15Lakhs)

(5% of the tendered value in the form of Bank

Guarantee from Scheduled Bank in respect of

Works with estimated cost put to tender

exceeding Rs.15Lakhs)

Rupees _____)

Rs _____ (

Officer inviting tender

Executive Engineer (Civil), BSNL Civil
Division, Vijayawada.

Maximum percentage for quantity of items

Of work to be executed beyond which rates

Are to be determined in accordance with

Clause 12.2&12.3

50%

Definitions**See below**

2(v) Engineer-in charge

Executive Engineer (Civil), BSNL Civil
Division, Vijayawada.

2(viii) Accepting Authority

Executive Engineer (Civil), BSNL Civil
Division, Vijayawada.2(x) Percentage on cost of materials and
Labour to cover all over heads and profit 10 %2(xi) Standard Schedule of Rates
Rates multiplied by 110/115.

D.S.R – 2021 with up to date correction slips.

9(ii) P Standard BSNL Contract Form
date correction slips no. 6)

BSNL W-8(modified and corrected with up to

Clause 2

Authority for fixing compensation under Clause 2

Executive Engineer (Civil),
BSNL Civil Division,
Vijayawada.**Clause 2A**Whether Clause 2 A shall be
applicable

NO

1	Graduate Engineer OR Diploma Engineer	Civil	Principal Technical representative	2 years for Graduate Engineer OR 5 years for Diploma Engineer	1	Rs.15,000/-	Rs Fifteen Thousand only
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Clause 37(i) : Modified Provision

Clause- 37(i)	The GST has been implemented by Government of India with effect from 1st July, 2017. The rates quoted by the tenderer shall be firm and inclusive of all taxes including GST@ 18% (Eighteen per cent) on work contract service as per GST Act after duly considering the advantage of Input Tax Credit of GST on material/goods or services used in the work. Building and Other Construction workers welfare cess or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.
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Clause 42

- i)(a) Schedule / statement for determining theoretical quantities of cement on the basis of Delhi Schedule of Rates with up to date correction slips printed by CPWD. Central Public Works Department, Delhi Schedule of rates 2021 for Delhi
- ii) Variation permissible on theoretical quantities**
- a) Cement for works with estimated costs put to tender
- i) not more than Rs.5lakhs 3%minus
- ii) more than 5 lakhs 2%minus
- b) Steel reinforcement and structural steel sections for each diameter, section and category. 2%minus

Star prices to be considered

Sl. No	Material	Star Price (Rate in Figures and Words)
1	For Cement	NA
2	For Reinforcement Steel conforming to BIS1786(Fe 500 D Grade)- TMT bars	NA

The rate for recovery under clause 42 shall be same as the Star Price plus applicable taxes

Annexure-I

Certificate of near relatives

(To be submitted by the contractor regarding near relatives working in BSNL as per clause 14 of BSNL W-6)

"I s/o Shri Resident of-----
----- hereby certify that none of my near relative(s) as defined in clause 14 of BSNL W-6 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."

Signature of Contractor

Date:

(Note : The certificate in case of Proprietorship Firm shall be given by the proprietor and 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.)

Annexure- II**UNDERTAKING REGARDING SUBMISSION OF PHYSICAL BID DOCUMENTS**

If I / We do not submit the Physical Bid documents / Technical Bid consecutively **three times** after submission of online bids, it shall be treated as breach of condition and action shall be taken to withdraw my / our enlistment / debar me / us from tendering in BSNL for **six months**.

Signature of Contractor

Date :-

Annexure- III

Declaration

(GST Registration as per Section-22, Chapter-VI of CGST Act, 2017)

I S/o Shri Resident of. . . .
 hereby declare that I
 am not liable to be registered under CGST Act, 2017, as I am not making Inter-state
 supplies as per section 24 of CGST Act and I belong to the category tick marked
 below:

Sr. No.	Applicable declaration	Tick the correct box
1.	The State from where I/we make taxable supply of goods or services or both is not a special category state and my aggregate turnover in a financial year do not exceeds twenty lakh rupees.	
2.	The State from where I/we make taxable supply of goods or services or both is a special category state and I am not liable to be registered as my aggregate turnover in a financial year do not exceeds ten lakh rupees.	

Note:- In case contractor / suppliers is not liable to be registered under GST Act, Contractor shall be paid amount excluding GST and other taxes amount and BSNL shall deposit GST and other taxes amount to concerned authorities as per GST Act.

Signature of Contractor

Additional conditions

1. Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account. Payment for centring, shuttering,, however if required to be done for floor to floor heights greater than 3.5 metre shall be admissible at the rates arrived at in accordance with clause-12 of the agreement if not already specified.
2. The contractor shall made his own arrangements for obtaining electric connections if required and make necessary payments directly to the department concerned.
3. Other agencies doing works related with this project will also simultaneously execute the work and the contractor shall afford necessary facilities for them. The contractor shall leave such necessary holes, openings etc. for laying / burying in the work Pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
4. Some restrictions may be imposed by the security staff etc. on the working and for movement of labors, materials, etc. the constructor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
5. (a) The building work will be carried out in the manner complying in all respects with the requirements of relevant bylaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.

b) Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to bye-laws and specifications of the Municipal Body/Corporation where C.P.W.D. specifications are not available. The contractor should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested by the Municipal Body/Corporation Authorities wherever required at his own cost.

c) 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 spay all fess and charges which he may be liable.
6. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted and nothing extra shall be payable to the contractor for the test.
7. Any cement slurry added over base surface (or) for continuation of concreting for better bend is deemed to have been in built in the items and nothing extra shall be payable (or) extra cement considered in consumption on this account.
8. *Testing of materials:*
 - a) Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charges, if any, unless otherwise provided, shall be borne by the department. However in case samples fail in testing, the testing charges if any shall be borne by the contractor. All other expenditure required to be incurred for taking the samples conveyance, packing etc. shall be borne by the contractor himself.
9. The structural and architectural drawings shall at all ties be properly correlated before executing any work. However, 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, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge.

10. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by the Department or procured by the contractor and nothing extra shall be payable to the contractor on their accounts.
11. The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.
12. Water to be used for construction and curing of cement / RCC work shall conform to the requirement of IS: 456-2000. The agency has to arrange good quality water for construction indicating source.

ADDITIONAL CONDITIONS FOR CEMENT & STEEL.**CONDITIONS FOR CEMENT.**

1. The contractor shall procure 43 grade (conforming to IS 8112) Ordinary Portland cement, as required in the work, from reputed manufacturer of cement having a production capacity of one million tonnes per annum or more, such as A.C.C., Ultra-Tech, Jaypee Cement, Vikram, Shri Cement, Century cement, Grasim, J.K.Cement, Ambuja, Lafarge and Cement Corporation of India etc as approved by Ministry of Industry, Government of India and holding licence to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves the right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially. Supply of cement shall be taken in 50 Kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of 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.
- 1.1 In addition to ordinary Portland cement as specified above, use of portland slag cement conforming to IS: 455 (Latest edition) is permitted for foundation work. Portland slag cement will also be permitted for super structure works subjected to enhancement of stripping time of " form work" as per provision of para 11.3.1 of IS:456-2000 vis-à-vis the curing time as per the decision of the Engineer-in-Charge which shall be final and binding on the contractor.
2. The cement shall be brought at site to bulk supply of approximately 50tonnes or as decided by the Engineer-in-Charge. The cement godown of the capacity to store a minimum of 1000 bags of cement 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 go down. The keys of one lock shall remain with the Engineer-in-Charge or his authorised representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch & ward and safety of the cement godown. The contractor shall facilitate for the inspection of the cement go down by the Engineer-in-Charge at any time at any time.
3. 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.
4. The actual issue and consumption of cement on work shall be required and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract or as per other condition/ specification of the tender documents if otherwise applicable. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to made.
5. Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.

6. The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.

CONDITIONS FOR STEEL

1. The contractor shall procure TMT bars of Fe 500/Fe 500D grade from **primary producers** such as SAIL, Tata Steel Ltd, RINL, Jindal Steel and Power Ltd and JSW Steel Ltd or any other producer as approved by Ministry of Steel who are using iron ore as basic raw material/input and having crude steel capacity of 2.0 Million tons per annum or above. In case of non-availability of steel from primary producers the NIT approving authority may permit use of TMT reinforcement bars procured from ISPs or Secondary producers. In such cases following action is to be taken by NIT approving authority:
 - (1.1) The grade of the steel such as Fe 500/500D or other grade to be procured is to be specified as per BIS 1786-2008.
 - (1.2) The secondary producers must have valid BIS license to produce HSD bars conforming to IS 1786 : 2008. In addition to BIS license, the secondary producer must have valid license from either of the firms Tempcore, Thermex, Evcon Turbo & Turbo Quench to produce TMT Bars.
 - (1.3) The TMT bars procured from primary producers shall conform to manufacture's specifications.
 - (1.4) The TMT bars procured from secondary producers shall conform to the specifications as laid by Tempcore, Termex, Evcon Turbo & Turbo Quench as the case may be.
 - (1.5) TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786 : 2008 pertaining to Fe415D or Fe 500D or Fe550D grade of steel as specified in the tender (while preparing NIT the grade of the steel to be specified).
2. The contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work.
3. Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS Codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under Para (1)(d) & (1) (e) above, the same shall stand rejected and it shall be removed from the site of work by the contractor at his cost within a week time or written orders from the Engineer-in-Charge to do so.
4. The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonnes or more as decided by the Engineer-in-Charge.
5. The Steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent their distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
6. For checking nominal mass, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below

<i>Size of bar</i>	<i>For consignment below 100 tonnes</i>	<i>For consignment over 100 tonnes</i>
<i>Under 10 mmdia</i>	<i>One sample for each 25 tonnes or</i>	<i>One sample for each 40 tonnes or</i>

	<i>part thereof</i>	<i>part thereof</i>
<i>Under 10 mmdia</i>	<i>One sample for each 35 tonnes or part thereof</i>	<i>One sample for each 45 tonnes or part thereof</i>
	<i>One sample for each 45 tonnes or part thereof</i>	<i>One sample for each 50 tonnes or part thereof</i>

7. The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. 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 steel does not conform to relevant BIS codes.
- (ii) By the Department, if the results show that the steel conforms to relevant BIS Codes.
8. The actual issue and consumption of steel on 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. In case the consumption is less than theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.
9. The steel brought to site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.
10. In case contractor is permitted to use TMT reinforcement bars procured from ISPs or Secondary producers then :
- 10.1 The base price of TMT reinforcement bars as stipulated under Schedule "F" shall be reduced by **Rs. ----- /- per MT.**
- 10.2 The rate of providing and laying TMT reinforcement bars as quoted by the contractor in the tender shall also be reduced accordingly by working out rate as done for market analysis of rate that is inclusive of water charges, CP & overheads, Building and other Construction Workers Welfare Cess, Service tax etc. (Contractor's Profit and Over Heads is currently 10%).
- 10.3 The rates under 10.1 shall be specified by NIT approving authority at the time of issue of NIT.

(Note : Conditions nos. 10 (10.1 to 10.3) are not applicable for this work since as per Schedule-F, TMT bars produced by ISPs / reputed Secondary producers are not allowed for this work)

ADDITIONAL SPECIFICATIONS

1.0 GENERAL :

- 1.1 The work shall be carried out as per CPWD Specifications 2009 Vol. I & II with upto date correction slips.
- 1.2 The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings etc.(F.P.S. units wherever indicated are for guidance only).
- 1.3 The following modifications in the above specifications and some additional specifications shall however apply:
- i) All stone aggregate and stone ballast shall be of hard stone variety to be obtained from quarries approved by Engineer-in-charge and shall conform to the relevant provisions in the CPWD specifications.
 - ii) Sand to be used for cement concrete work, mortar for masonry and plaster work shall be of standard quality. Sand shall be obtained from sources approved by Engineer-in-charge 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. If the sand brought to site is dirty, it must be washed in clean water to bring the sand to the required specifications. Nothing extra shall be payable on this account. Crushed stone sand conforming to CPWD Specification obtained from approved sources shall be allowed to be used in cement mortar, plain and reinforced cement concrete.
 - iii) Brick to be used in the work shall be F.P.S. to be obtained from the local kilns. The sample of the brick shall be got approved by the Engineer-in-charge and shall be of size 10"X5"X3" instead of 22.9cm. x 11.4 cm. x 7.0cm. nominal size as mentioned in CPWD specification 2009 with up-to-date correction slips issued, before the mass quantity is brought to the site. The brick work, the unit of which is mentioned as Cubic meter which includes abbreviated forms of cum or m3 shall be considered to have thickness of multiple of 125mm for the sake of calculation of volumetric content.
- 1.4 Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued there to revision thereof if, any, upto the date of receipt of tenders.
- 1.5 Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source, such as rains, floods, sub-soil water level being high due to any other cause whatsoever.
- 1.6 The work shall be carried out in accordance with the Architectural drawings, structural drawings and approved shop drawings. The structural shop and architectural drawings shall have to be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, the contractor shall obtain final decision of the Engineer-in-charge. In case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings related to the relevant items, the former shall prevail unless and otherwise given in writing by the Engineer in charge. Nothing extra shall be payable on this account.
- 1.7 Product delivery, storage and handling of chemicals**

- 1.7.1 The contractor shall construct storage space for Chemicals materials to ensure that the storage conditions are as recommended by the manufactures.
- 1.7.2 All the materials shall be procured and delivered in sealed containers with labels legible and intact.
- 1.7.3 All the chemicals (polymers, epoxy, water proofing compound, plasticizer, Polysulphide, all exterior and interior paints, polish etc.) shall be procured in convenient packs say 20 litres/Kgs.) capacity packing only or as approved by the Engineer-in-Charge, and not in bigger capacity containers, say 200 litre (Kgs.) drums unless otherwise specifically permitted by the Engineer-in-Charge. One sample from each lot of the chemical procured by the contractor shall be tested in a laboratory as approved by the Engineer – in - Charge.
- 1.7.4 All material required for the execution of the work shall be got approved, procured and deposited with the Departmental supervisory staff. The materials shall be kept in joint custody of the contractor and the Department. The watch and ward of such material shall, however, remain to be the responsibility of the contractor and no claim, whatsoever, on this account shall be entertained. Different containers of each chemical shall be serially numbered on packing and also consumed in that order. Day-to-Day account of receipt, issue and balance shall be regulated by the Department and proper account shall be maintained at site of work in the prescribed form as per the standard practice.
- 1.7.5 All the chemicals shall be procured by the contractor directly from the manufacturer. In exceptional circumstances, the contractor may be allowed to procure the materials from the authorized dealers of the manufacturers, if specifically permitted by the Engineer-in-Charge.
- 1.7.6 The original copies of challan / cash memos towards the quantity of various chemicals procured shall be made available by the contractor at the request from the Engineer-in-Charge and a copy of the same shall be kept in record.
- 1.7.7 The Name of manufacturers, manufacturer's product identification, manufacturer's mixing instructions, warning for handling and toxicity and date of manufacturing and shelf life shall be clearly and legibly mentioned on the labels of the each container.
- 1.7.8 The contractor shall submit for the chemicals procured, manufacturer's and / or authorized dealer's certificate regarding supplying and verifying conformance to the material specifications, as specified.
- 1.7.9 All filled containers shall be handled in safe manner and in a way to avoid breaking container seals.
- 1.7.10 Empty containers of the chemicals should not be removed from site till the completion of work and shall be removed only with the written approval of the Engineer-in-Charge.
- 1.7.11 All arrangements for measuring, dosing and mixing of material / chemicals at site have to be made by the contractor.
- 1.7.12 Contractor shall suitably advise his site Engineer and all the workers as regards safe handling of chemicals. Necessary protective and safety equipment in form of hand gloves, goggles etc. shall be provided by the contractor and be also used at site.
- 1.7.13 All incidental charges of any kind including cartage, storage and wastage and safe custody of material etc. shall be borne by the contractor and no claim, whatsoever, shall be entertained on this account.
- 1.7.14 The chemicals shall be tested in an independent laboratory as approved by the Engineer-in-Charge at the frequency as specified. If required, more samples may have to be tested as per the directions of the Engineer-in-Charge. Nothing extra shall be payable on this account. However testing charges shall be borne by the department for the samples satisfying the requirements specified in the tender.

2.0 EARTH WORK :

- 2.1 During excavation and trenching work etc., the contractors shall ensure compliance to the guidelines in such matters laid down by the local body/ bodies to ensure that there is minimum hazard to the operating personals and users, minimum inconvenience to the users, minimized damage to the underground plant/services of other utilities in a coordinated way, in the interest of public convenience and overall safety.
- 2.2 Earth work shall be executed as per CPWD specifications. Any trenching and digging for laying sewer lines / waterlines / cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trenches thereafter shall be ensured within the least possible time.
- 2.3 All the major excavation shall be carried out by mechanical excavator. No extra payment shall be made for that.
- 2.4 The contractor shall make at his own cost all necessary arrangements for maintaining water level, in the area where works are under execution low enough so as not to cause any harm to the works or problems in carrying out with the execution and the rates for all items of work shall be considered as inclusive of pumping out or bailing out water, if required and for which no extra payment shall be made. This will include water coming from any source, such as rains, accumulated rain water, floods, leakages from sewer and water mains, subsoil water table being high or due to any other cause whatsoever. The contractor shall make necessary provision of pumping, dredging, bailing out water coming from all above sources and excavation and other works shall be kept free of water by providing suitable system approved by the Engineer-in-Charge.
- 2.5 De-watering required, if any, shall be done conforming to BIS Code IS: 9759 (guide lines for de-watering during construction) and / or as per the specifications approved by the Engineer-in-Charge. Design of an appropriate and suitable dewatering system shall be the Contractor's responsibility. Such scheme shall be modified / augmented as the work proceeds based on fresh information discovered during the progress of work, at no extra cost. At all times during the construction work, efficient drainage of the site shall be carried out by the Contractor and especially during the laying of plain cement concrete, taking levels, etc. The Contractor shall also ensure that there is no danger to the nearby properties and installations on account of such lowering of water table. If needed, suitable precautionary measures shall be taken by the Contractor. Also the scheme of dewatering adopted shall have adequate built in arrangement to serve as stand-bye to attend to repair of pumps etc. and disruption of power / fuel supply. Nothing extra shall be payable on this account.
- 2.6 Surplus excavated earth which is beyond the requirement of the Bharat Sanchar Nigam Limited 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 BSNL for such disposal of this surplus excavated earth.

3.0 R.C.C. WORK:-

- 3.1 In respect of projected balconies, projected slabs at roof level and projected verandah, the payment for the RCC work shall be made under the item of RCC slabs, the payment for centering and shuttering of such items shall similarly be paid under the item of centering and shuttering of RCC slab. Nothing extra shall be paid for the side shuttering at the edges of these projected balconies and projected verandahs. All the exposed edge shall however, be finished as per specifications and nothing extra shall be paid for this.

3.2 The term machine batched, machine mixed and machine vibrated design mix cement concrete used in the document shall mean the concrete produced in automatic concrete batching and mixing plant and vibrated by surface vibrator/needle vibrator /plate vibrator, as the case may be to achieve required strength and durability.

3.3 Design mix cement concrete work wherever specified shall be done as per revised CPWD specification 2009 for cement mortar, cement concrete and R.C.C work (in pursuance to IS 456-2000) by installing, using weigh batch / batch-mix plant of suitable capacity conforming to IS 4925 at site of works.

3.3.1 The concrete mix will be designed for minimum workability as per the table given below.

Placing conditions	Degree of workability	Slump (mm)
Lightly reinforced section in slab, beams, walls, columns, RCC Raft, column footings etc.	Low	25-75
Heavily reinforced section in slabs, beams, walls columns.	Medium	50-100
Pumped concrete	Medium	75-100

The recommended values of slump for various members are given below:-

- | | |
|---------------------------|------------|
| (1) Columns | 25 – 35 mm |
| (2) Beams | 30 – 40 mm |
| (3) Slabs/Horizontal ties | 30- 50 mm. |
| (4) Vertical ties | 50- 100 mm |

3.3.2 The contractor has to submit the names and addresses of the authorised “Ready Mixed Concrete” manufacturing plants from where he intends to procure the “Ready Mixed Concrete” and obtain prior approval of the plants from the Engineer-in-charge. However, if the contractor is permitted to use “Ready Mixed Concrete” in place of normal mix as mentioned in the schedule of quantities, nothing extra shall be paid what so ever for this.

3.3.3 The rates should be quoted inclusive of all materials, labourers, machineries, transporting the mix with agitation in transit mixer to the work side and depositing the mix on platforms with or without staging at required level by pumping and laying the same at specific location in the form work as per nomenclature of the item, and also inclusive of all taxes, statutory charges, duties etc. all complete against the items mentioned in the schedule of quantities and nothing shall be paid extra on these accounts.

3.3.4 The cement to be used for the “Ready Mixed Concrete” should be either OPC of grade 43 conforming to IS 8112 or Portland slag cement conforming to IS 455 of approved manufacturers after getting the sample of cement tested and got approved from the Engineer-in-charge. The “Ready Mixed Concrete” is to be prepared under controlled condition as per IS 10262 & IS 456 and the type and brand of admixture shall be got approved from the Engineer-in-charge before use. Each batch of supply of concrete should be accompanied with a challan, indicating specific content of ingredients of “Ready Mixed Concrete” which should tally with the approved design mix.

The time of manufacture should be indicated in each batch of supply of “Ready Mixed Concrete” and concrete should be laid in the specific location of the form work within the initial setting time of concrete.

- 3.4. In partial modification of the provision of para 5.2 of revised CPWD specification 2009 for cement mortar, cement concrete and R.C.C. work (in pursuance to I.S. 456-2000) in respect of form work it is provided that basically only steel shuttering shall be adopted in general. However, a combination of steel and shuttering ply conforming to I.S. 848-1974 and I.S. 5539 may be allowed by the Engineer-in-Charge in consideration of the special request of the contractor to maintain quality and speed of the work. In such cases the use of shuttering shall be permitted only for circular columns, beam sides and bottom and in other locations wherever it is felt necessary on account of difficulty in using steel shuttering in such locations. But in other areas like slab, rectangular/square columns etc. steel shuttering shall be invariably used. However, no extra payment or deduction will be admissible or made for use of shuttering ply.
- 3.5 **Non-destructive Testing for Concrete/R.C.C work:** - The Engineer-in-Charge shall, at his discretion, can 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.

4.0 PRE-CAST RCC WORK

- 4.1 The work shall be done in accordance with CPWD Specifications.
- 4.2 Pre-cast reinforced concrete units shall be of grade or mix as specified. Provision shall be made in the mould to accommodate fixing devices such as hooks etc. and forming of notches and holes. Each unit shall be cast in one operation. A sample of the unit shall be got approved from Engineer-in-charge before taking up the work.
- 4.3 Pre-cast units shall be clearly marked to indicate the top of member and its location.
- 4.4 Pre-cast units shall be stored, transported and placed in position in such a manner that these are not damaged.
- 4.5 The compaction of the concrete shall be done by vibrating, table or external vibrator, as approved by Engineer-in-charge. The rate quoted for the item shall include the element for framework and mechanical vibration.
- 4.6 In the item of providing and fixing precast reinforced cement concrete in shelves the cost of cutting chases and making good the same shall be inclusive in the item and nothing extra shall be paid on this account.

5.0 BRICK WORK

- 5.1 The rate shall also include for leaving chases / notches for dowels / cramps for all kinds of cladding to come over brick work.
- 5.2 Brick work provided around shaft or lift walls or around slab cutouts shall be measured in the brick for corresponding floor level. Nothing extra shall be paid on this account.
- 5.3 M.S. Strip/ Bar provided at every third course of half brick masonry shall be in single piece. If required, welding joint can be used without overlaps. Nothing extrashall be paid for welding and overlaps.

6.0 STEEL WORK :

- 6.1 All steel doors, steel windows, steel ventilators, steel glazing, steel grill shall be according to the Architect's detailed drawings and obtained from approved suppliers. These shall

conform to C.P.W.D. Specifications-2009. In the case of composite steel windows, rate shall include the cost of coupling mullion and transom etc. Where windows with inside openable shutters are fixed along with windows with shutters open able outside, such inside open able windows shall be fitted with suitable friction hinges and openable outside with box type hinges, level handles or otherwise as approved by the Engineer-in-charge. For such windows, cement, concrete blocks of size 15cm x 23cm x 10cm shall be provided in place of 2 nos. of 15cm x 10cm x 10cm blocks. Nothing extra shall be paid on this account.

6.2 In the case of steel windows, steel doors, steel glazing, steel ventilators, rolling shutters M.S. grill etc. an approved quality priming coat shall be applied over and above a shop coat of primer. Nothing extra shall payable for providing shop coat primer.

7.0 FLOORING

7.1 All work in general shall be carried out as per CPWD Specifications (Volume 1) 2009 with up-to-date correction slips.

7.2 Whenever flooring is to be done in patterns of tiles and stones, the contractor shall get samples of each pattern laid and approved by the Engineer-in-charge before final lying of such flooring. Nothing extra shall be payable on this account.

7.3 Different stones / tiles used in pattern flooring shall be measured separately as defined in the nomenclature of the item and nothing extra for laying pattern flooring shall be paid over and above the quoted rate. No additional wastage, if any, shall be accounted for any extra payment.

7.4 Samples of flooring stones/ Tile (Kota/ Marble/ Granite/ Ceramic tiles/ Vitrified tiles etc.) shall be deposited well in advance with the Engineer-in-Charge for approval. The sizes of stones for flooring shall be of a size not less than 600mmx600mm or as approved by Engineer-in-Charge. Approved samples should be kept at site with the Engineer-in-Charge and the same shall not be removed except with the written permission of Engineer-in-Charge. No payment whatsoever shall be made for these samples.

7.5 The Marble/ Kota/ Granite or any other stone shall be fully supported by the details establishing the quarry and its location or source.

7.6 Full width Marble/ Kota/ Granite stone over kitchen platform shall be provided except to adjust for closing pieces. The marble / stone flooring in treads and risers of staircase is to be laid in single piece. Nothing extra shall be paid on these accounts.

7.7 The rate of items of flooring is inclusive of Providing Sunken Flooring in Bathrooms, Kitchen, W.C., etc. and nothing extra on this account is admissible.

7.8 Chasing of required width and thickness shall be made in brick work at skirting location so as to flush the external surface of skirting with internal plastering. No extra payment towards making chases in brick work at skirting shall be made and the same is presumed to be inclusive of rate quoted for the item of providing and fixing skirting.

7.9 Proper gradient shall be given to flooring for toilets, verandah, kitchen, courtyard etc. so that the wash water flows towards the direction of floor trap. Any reverse slope if found, shall be made good by the contractor by ripping open the floor/grading concrete and nothing shall be paid for such rectifications.

7.10 The flooring and skirting will be executed as per pattern shown in the Architectural drawings and as per approval of Engineer-in-Charge and nothing extra shall be payable on this account.

7.11 The rate shall include the cost of all materials and labour involved in all the operations. Nothing extra shall be paid for use of cut/sawn stone/ tiles in the work.

7.12 Vitrified Tile Flooring

- 7.12.1 The tiles shall be of approved make and shall generally conform to Table 12 of IS15622. The full body Vitrified tiles of specified sizes shall be used & sample of tiles shall be got approved from the Engineer-in-Charge. The Mandatory tests for vitrified tiles shall be got done as per CPWD Specifications (volume-1)/relevant BIS Code.
- 7.12.2 The vitrified tiles shall be as specified in the item. The tiles shall be of specified colours as shown in the drawings or as approved by Engineer-in-Charge and will be laid in pattern as per architectural drawings. Nothing extra shall be paid for laying tiles in specific pattern. The tiles shall be of first quality of approved make.

8.0 SANITARY INSTALLATIONS /WATER SUPPLY / DRAINAGE

- 8.1 The contractor shall be responsible for the protection of the sanitary and water supply fittings and other fittings and fixtures against pilferage and breakage during the period of installation and thereafter **until the building is handed over**.
- 8.2 The contractor shall furnish all labour, materials and equipment, transportation and incidental necessary for supply, installation, testing and commissioning of the complete Plumbing / Sanitary system as described in the Specifications and as shown on the drawings. This also includes any material, equipment, appliances and incidental work not specifically mentioned herein or noted on the Drawings/Documents as being furnished or installed, but which are necessary and customary to be performed under this contract. The Plumbing / Sanitary System shall comprise of following: a. Sanitary Fixtures and Fittings. b. Internal and External Water Supply. c. Internal and External Drainage. d. Balancing, testing & commissioning. e. Test reports and completion drawings.
- 8.3 For the work of water supply and sanitary installations, the contractor shall engage the approved licensed plumbers and submit the name of proposed plumbing agencies with their credentials for approval of the Engineer-in-Charge. For quality control & monitoring of workmanship, contractor shall assign at least one engineer who would be exclusively responsible for ensuring strict quality control, adherence to specifications and ensuring top class workmanship for the installation.
- 8.4 The work in general shall be carried out as per CPWD Specifications (Volume II) 2009 with up-to-date correction slips.
- 8.5 The tendered rates shall include the cost of cutting holes in walls, floors, RCC slabs etc. wherever required and making good the same for which nothing extra shall be paid.
- 8.6 Nothing extra for providing & fixing CP Brass caps /extension pieces wherever required for CP Brass fittings shall be paid beyond the rates payable for corresponding CP Brass fittings.
- 8.7 The contractor shall examine all architectural, structural, plumbing, electrical and other services drawings and check the as-built works before starting the work, report to the Engineer In-Charge any discrepancies and obtain clarification. Any changes found essential to coordinate installation of his work with other services and trades, shall be made with prior approval of the Engineer In-Charge without additional cost to the department.
- 8.8 Samples of all materials like valves, pipes and fittings etc. shall be submitted to the Engineer In-Charge prior to procurement for approval and retention by Engineer In-Charge and shall be kept in their site office for reference and verification till the completion of the Project. Wherever directed a mockup or sample installation shall be carried out for approval before proceeding for further installation without any extra cost.
- 8.9 All materials and equipment shall conform to the relevant Indian Standards and shall be of the approved make and design. Makes shall be in conformity with list of approved manufacturers as per the tender document.

- 8.10 Balancing of all water systems and all tests as called for the CPWD Specifications shall be carried out by the contractor through a specialist group, in accordance with the Specifications and Standards. The installation shall be tested and shall be commissioned only after approval by the Engineer In-Charge. All tests shall be carried out in the presence of the representatives of the Engineer In-Charge and nothing extra shall be payable on this account.
- 8.11 The CCI/CI/PVC pipe and GI pipe etc. wherever necessary shall be fixed to RCC columns, beams etc. with rawl plugs and nothing extra shall be paid for this.
- 8.12 The variation in consumption of material shall be governed as per CPWD specification and clauses of the contract to the extent applicable.
- 8.13 The pig lead to be used in joints of 150mm, 100mm, 75mm, 50mm dia of sand cast iron, centrifugally cast (Spun) iron pipes shall be as per relevant CPWD Specifications. 12.19 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials and shall construct suitable godowns, yards at the site of work for storing materials so as to be safe against damage by sun, rain, fire or theft etc., at his own cost and also employ necessary watch and ward establishment for the purpose at his own cost.
- 8.14 All fixtures and fittings shall be provided with all such accessories as are required to complete the item in working condition whether specifically mentioned or not in the Schedule of Quantities, specifications, elsewhere in this tender document & drawings. The quoted rates shall be deemed to be all inclusive for a complete item fit for use including all materials, labour T&P, specials, equipment, testing & commissioning etc. Accessories shall include proper fixing arrangement, brackets, nuts, bolts, screws and required connection pieces. Nothing extra whatsoever shall be payable on this account.
- 8.15 Fixing screws shall be half round head chromium plated brass screws with C.P. washers where necessary or otherwise as provided in the item.
- 8.16 Porcelain sanitary ware shall be glazed vitreous china of first quality free from warps, cracks and glazing defects and shall conform to relevant BIS codes. Colour of sanitary ware, shall be specified or as selected by the Engineer-in-Charge. Nothing extra shall be payable on this account.
- 8.17 Horizontal pipes running along ceiling shall be fixed on structural adjustable clamps of approved design. Horizontal pipes shall be laid to uniform slope and the clamps adjusted to the proper levels so that the pipes fully rest on them and are properly secured.
- 8.18 Contractor shall provide all nuts, bolts, welding material and paint the Clamps with one coat of red oxide and two or more coats of black enamel paint.
- 8.19 Slotted angle/channel supports on walls shall be provided wherever shown on drawings. Angles/channels shall be of sizes shown on drawings or specified in schedule of quantities. Angles/channels shall be fixed to brick walls with bolts embedded in cement concrete blocks and to RCC walls with suitable anchor fasteners. The spacing of support bolts horizontally shall not exceed 1m.
- 8.20 Wherever M.S. clamps are required to be anchored directly to brick walls, concrete slabs, beams or columns, nothing extra shall be payable for clamping arrangement and making good with cement concrete 1:2:4 mix (1 cement: 2 coarse sand: 4 stone aggregate 20 mm nominal size) or as directed by the Engineer-in-Charge.
- 8.21 Rates for all items quoted shall be inclusive of all work and items given in the above mentioned specifications and Schedule of Quantities and applicable for the work under floors, in shafts or at ceiling level at all heights and depths. All rates are inclusive of cutting holes and chases in RCC and masonry work and making good the same. All rates are inclusive of pre testing and on site testing of the installations, materials and commissioning.

9.0 WATER PROOFING TREATMENT

- 9.1 The work in general shall be executed as per Manufacturers Specifications or CPWD specifications as applicable.
- 9.2 Contractor shall also submit the names of water proofing specialist along with information about their technical capabilities and list of similar works executed by the specialized agency in the past for the approval of Engineer-in-charge within 30 days from the date of award of work.
- 9.3 Total quantity of the water proofing compound required shall be arranged only after obtaining the prior approval of the make by Engineer-in-charge in writing. Materials shall be kept under double lock and key and proper account of the water proofing compound used in the work shall be maintained. It shall be ensured that the consumption of the compound is as per specified requirements.
- 9.4 The finished surface after water proofing treatment shall have adequate smooth slope as per the direction of the Engineer-in-charge.

9.5 IN SUNKEN/DEPRESSED FLOOR SLABS WATER PROOFING TREATMENT

- 9.5.1 After cleaning the surface and removing the loose particles the vertical and horizontal surfaces shall be applied cement slurry @4.40kg per sqm mixed with water proofing compound conforming to IS 2645 in recommended proportion including rounding off junction of vertical and horizontal surface.
- 9.5.2 20mm cement plaster 1:3 (1 Cement: 3 sand) mixed with water proofing compound in recommended proportion including rounding off junction of vertical and horizontal surface shall be done.
- 9.5.3 The top coat shall be applied using slurry of neat cement punning @0.242kg/sqm mixed with water proofing cement compound at @0.126kg/sqm.
- 9.5.4 Before the water proofing treatment is done it shall be ensured that the outlet pipes are properly fixed and the gap between the wall and pipes are properly filled with brick/stone aggregate and cement mortar admixed with proprietary water proofing compound and grouted with cement slurry admixed with proprietary water proofing compound by injection process.

9.6 MEMBRANE WATER PROOFING TREATMENT

- 9.6.1 The work in general shall be carried out as per CPWD Specifications or / as per Manufacturer's Specifications. The Applicators authorized by the manufacturers shall only be engaged in the work.
- 9.6.2 Before the water proofing treatment is done it shall be ensured that the outlet pipes are properly fixed and the gap between the wall and pipes are properly filled with brick/stone aggregate and cement mortar admixed with proprietary water proofing compound and grouted with cement slurry admixed with proprietary water proofing compound by injection process.

9.7 ON TERRACE/ROOF/BALCONIES ETC

- 9.7.1 The work in general shall be executed as per Manufacturers Specifications or CPWD Specifications as applicable.

- 9.7.2 Total quantity of the water proofing compound required shall be arranged only after obtaining the prior approval of the Engineer in Charge in writing. Materials shall be kept under double lock and key and proper account of water proofing compound used in the work shall be maintained. It shall be ensured that the consumption of the compound is as per specified requirements.
- 9.7.3 The finished surface after water proofing treatment for floor in sunken portion shall have minimum slope of 1 in 48 unless otherwise decided by the Engineer in Charge.
- 9.7.4 Before commencement of treatment on floor surface, it shall be ensured that outlet drain/spouts have been fixed and the spout openings have been eased and rounded off properly for easy flow of water.
- 9.7.5 Contractor shall associate himself with anyone of the specialist firms relating to the water proofing treatment with the approval of Engineer in charge.
- 9.7.6 Water proofing treatment of all types of work: The Contractor(s) shall submit for the approval of the Engineer-in-Charge, the names of specialized agencies, of repute along with their technical & financial capability proposed to be engaged by him within three months from the date of award who have executed satisfactorily at least one similar work of equal or more magnitude or two similar works of minimum 50% magnitude (Financial) of water proofing items in the agreement during the last seven years.

9.8 GUARANTEE BOND FOR ALL WATER PROOFING ITEMS

10 (Ten) years Guarantee bond in prescribed proforma given in the tender document shall be submitted by the contractor which shall also be signed by both the specialized agency and the contractor to meet their liability / liabilities under the guarantee bond. However, the sole responsibility about efficiency of water proofing treatment shall rest with the building contractor. **10% (Ten per cent)** of the cost of water-proofing work shall be retained as Security Deposit and the amount so deducted would be released after **10 (Ten) years** from the date of completion of the entire work under the agreement, if the performance of the treatment is found satisfactory. If any defect is noticed during the guarantee period, the Contractor shall make good all the defects connected to water proofing works originally executed by him including making good the collateral damages likely to cause on contiguous/associated items like ceramic tile flooring, dado, light weight concrete filling in sunken floors, sanitary/water supply pipe lines & fittings/fixtures etc. while rectifying the defects and finally render the building water-proof at his own cost to the satisfaction of the Engineer - in- Charge, and the work for such rectification shall be completed within **15 (Fifteen days)** of receipt of intimation of defects in the work. If the defects pointed out are not attended to within the specified period, the same will be got done from another agency at the risk and cost of contractor. However this security deposit can be released in full, if bank Guarantee of equivalent amount for Full **10 (Ten) years** is produced and deposited with the department.

10.0 FINISHING:

The work shall be done in accordance with CPWD Specifications -2009 Vol. I to Vol. II with upto date correction slips and the manufacturer's specifications where CPWD specifications are not available.

The quantity of paint required as per the theoretical consumption including wastages, if any, shall be procured from the approved manufacturer or his authorized dealers and deposited with the representative of the Engineer-in-Charge at site.

The paint shall be obtained in smaller packing (around 20 litre).

The paint shall be kept in the joint custody of the Department and the Contractor and day-to-day account of receipt and issue shall be maintained. However, the safe custody and watch and ward shall remain to be the responsibility of the Contractor. Nothing extra shall be payable on this account.

The name of the manufacturer, manufacturer's product identification, and manufacturer's mixing instructions, warnings and instructions for handling and application, toxicity and date of manufacturing and shelf life shall be clearly and legibly mentioned on the labels of each container. These details shall be kept in record. The material shall be consumed in the order of material brought to site, first come first consume basis. The Contractor shall obtain and submit to the Department the manufacturer's certificate for compliance of the various characteristics of the materials as per the manufacturer's specifications and also copy of the manufacturer's test report for the record.

Empty containers of the paints shall not be removed from site till the completion of the work unless otherwise permitted and shall be removed only with the permission of the Engineer-in-Charge or his authorized representative at site of work.

All arrangements for measuring, dosing etc. at site shall be made by the Contractor. Nothing extra shall be payable on this account.

The Contractor shall apply samples of each kind of paint for the approval of shade and colour as per the directions of the Engineer-in-Charge before procuring the paint in mass.

All incidental charges of cartage, storage, wastage, safe custody, scaffolding, cost of samples and mock ups etc. shall be borne by the Contractor and no claim, whatsoever, shall be entertained on this account.

11.0 STAINLESS STEEL RAILINGS

13.1 Providing, fabricating and fixing in position welded built-up section using stainless pipes and connecting plates, of Grade S.S. 304 and of required diameter & thickness as per the directions of the Engineer-in-Charge, at the junctions of doors, on walls, other locations as directed etc. including cutting, welding, grinding, bending to required profile and shape, hoisting, buffing and polishing, cutting chase/embedding in RCC / Masonry, fixing using stainless steel screws, nuts, bolts and washers or stainless steel fasteners as required to make it rigidly fixed & stable and making good the plaster/flooring etc. all complete, at all floors and all levels as directed by the Engineer-in-Charge.

11.2 Rate includes cost of all inputs of materials, labour, T&P, etc. involved in the work and all incidental charges to execute this item. However, for the purpose of payment only the actual weight of the stainless pipes and stainless steel plates provided and fixed shall be measured in kg.

12.0 TESTING OF MATERIAL:

12.1 The contractor shall produce all the materials in advance so that there is sufficient time for testing and approving of the material and clearance of the same before use in work. A list of preferred BRANDS/MANUFACTURERS/MAKES is attached as **APPENDIX – A** mentioned forming part of the contract for use in work as per requirement.

- 12.2 In case of concrete and reinforced concrete work, the contractor shall be required to make arrangement for carrying out compression strength tests at his own costs. He shall render all assistance for the preparation of cubes, safe custody of the same, proper curing and carriage up to the laboratory where the test is to be performed. The cube tests can be performed at any laboratory approved by the Engineer-in-charge.
- 12.3 Time allowed for execution of the work provided in clause 5 of Schedule 'F' is inclusive of the time required for any kind of testing of materials and preparation of Design mix of cement concrete for all R.C.C. work, time required for initial load testing / routine load testing of piles and time required for testing of weld etc.

SPECIAL CONDITIONS AND OTHER CONDITIONS

1.0 GENERAL

- 1.1 The Contractors are advised to inspect and examine the site and its surroundings and satisfy themselves with the nature of site, the means of access to the site, the constraints of space for stacking material / machinery, labour etc. constraints put by local regulations, if any, weather conditions at site, general ground / subsoil conditions etc. or any other circumstances which may affect or influence their tenders. Nothing extra shall be payable on this account. The site is available for work. The contractor shall carry out survey of the work area, at his own cost, setting out the layout and fixing of alignment of the building as per architectural and Structural drawings in consultation with the Engineer-in-Charge and proceed further ensuring full structural continuity and integrated and monolithic construction. Any discrepancy between the architectural drawings and actual layout at site shall be brought to the notice of the Engineer-in-charge.
- 1.2 The Contractor shall, if require by him, before submission of the tender, inspect the drawings in the Office of the concerned Executive Engineer. The Department shall not bear any responsibility for the lack of knowledge and also the consequences, thereof to the Contractor. The information and data shown in the drawings and mentioned in the tender documents have been furnished, in good faith, for general information and guidance only. The Engineer-in-Charge, in no case, shall be held responsible for the accuracy thereof and/or interpretations or conclusions drawn there from by the Contractor and all consequences shall be borne by the Contractor. No claim, whatsoever, shall be entertained from the Contractor, if the data or information furnished in tender document is different or in-correct otherwise or actual working drawings are at variance with the drawings available for inspection or attached to the tender documents. It is presumed that the Contractor shall satisfy himself for all possible contingencies, incidental charges, wastages, bottlenecks etc. likely during execution of work and acts of coordination, which may be required between different agencies. Nothing extra shall be payable on this account.
- 1.3 The nomenclature of the item given in the schedule of quantities gives in general the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and/or described in the specifications, provided that the same can be reasonably inferred there from may be several incidental works, which are not mentioned in the nomenclature of each item but will be necessary to complete the item in all respect. All these incidental works / costs which are not mentioned in item nomenclature but are necessary to complete the item shall be deemed to have been included in the rates quoted by the contractor for various items in the schedule of quantities. No adjustment of rates shall be made for any variation in quantum of incidental works due to variation / change in actual working drawings. Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) on account of the directions of Engineer-in-Charge. Nothing extra shall be payable on this account.
- 1.4 The contractor(s) shall give to the local body, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be levy able on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at night.
- 1.5 The Contractor(s) shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night. In case of any accident of labours/ contractual staffs the entire

responsibility will rest on the part of the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.

The Contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area, for this nothing shall be paid.

- 1.6 The work shall generally be carried out in accordance with the "CPWD Specifications 2009 Vol.I & II" with up to date correction slips, Additional/Particular Specifications, Architectural/Structural drawings and as per instructions of Engineer-in-Charge. Any additional item of the work, if taken up subsequently, shall also conform to the relevant CPWD specifications as mentioned above. Working (both Architect and structural) drawings will be released progressively to the contractor commensurate to the construction schedule approved by Engineer-in-charge.
- (a.) The several documents forming the tender are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scale dimensions.
- (b) There be any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed :
- (i) Description of items as given in Schedule of quantities
 - (ii) Particular specifications
 - (iii) Special conditions
 - (iv) Additional Condition
 - (v) Tender drawings attached
 - (vi) CPWD Specifications including correction slips issued up to the last date of uploading/submission of tender.
 - (vii) General Conditions of Contract for BSNL works including correction slips issued up to the last date of uploading/submission of tender.
 - (viii) Indian Standards Specifications of B.I.S.
 - (ix) ASTM, BS, or other foreign origin codes mentioned in tender document.
 - (x) Manufacturer's specifications and as decided by the Engineer-in-Charge.
 - (xi) Sound Engineering practices or well established local construction practices.
- 1.7 The Contractor(s) shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed. The stacking shall take place as per stacking plan. However, if any change is required, the same shall be done with the approval of Engineer-in-Charge.
- 1.8 Water tanks, taps, sanitary, water supply & drainage pipes, fittings & accessories should conform to bye-laws of local body/corporation, where CPWD specifications are not available. The Contractor should engage approved, licensed plumbers for the work and get the materials (fixtures/fittings) tested, by the municipal Body/ Corporation authorities wherever required at his own cost. The Contractor shall submit for the approval of the Engineer-in-Charge, the name of the plumbing agency (along with their working experience in recent past) proposed to be engaged by him.

- 1.9 The contractor shall make his own arrangements for water and for obtaining electric connections if required and make necessary payments directly to the State Govt. departments concerned. Contractor shall get the water tested from laboratory approved by the Engineer-in-charge at regular interval as per the CPWD Specifications 2009. All expenses towards collection of samples, packing, transportation etc. shall be borne by the contractor. Work shall normally be done in a single shift/day. However if the work is required to be executed in more than one shift in a day for meeting the time lines, the Contractor with prior approval of the Engineer-in-charge, shall have to make necessary arrangements for the same and all costs towards the same shall be deemed to have been included in the quoted rates.
- 1.10 The contractor will have to work according to program of the work, decided by the Engineer-in-charge. The contractor shall also construct a sample unit complete in all respects within time specified by the Engineer-in-charge and this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account.
- 1.11 If as per municipal rules the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.
- 1.12 Cement bags shall be stored in separate go-downs to be constructed by contractor at his own cost as per sketch which is only indicative and actual size will depend on the site requirements as per CPWD Specification 2009 (Vol.I& II) with upto date correction slips and RCC work in pursuance (IS : 456-2000) with weather proof roof and walls. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with BSNL Engineer-in-charge of work (or his authorised representative) and that of the other lock with the authorized agent of the contractor at the site of work so that the cement is removed from the godown according to the daily requirement with the knowledge of both the parties and proper account maintained in standard pro-forma.
- The contractor shall construct suitable godowns, yard or any other arrangement at the site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost.
- 1.13 The contractor shall be fully responsible for safe custody of the materials even if the materials are under double lock system.
- 1.14 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials and shall construct suitable godowns, yards at the site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fires, theft etc at his own cost and also employ necessary watch and ward establishment for the purpose at his own cost..
- 1.15 The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties from pollutants like smoke, dust, noise. The contractor shall use such methodology and equipment so as to cause minimum environmental pollution of any kind during construction and minimum hindrance to road users and to occupants of the adjacent properties or other services running adjacent/near vicinity. The contractor shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused due to the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor, without any reservation, entirely to the satisfaction of the Engineer-in-Charge.

- 1.16 Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the nearby occupants/users of building(s), if any.
- 1.17 The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including all equipment, services provided by him against pilferage and breakage during the period of Installations and thereafter till the building is physically handed over to the Client Department. No extra payment shall be made on this account and no claim shall be admissible on this account.

2.0 OTHER CONDITIONS: -

- 2.1 The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector, ANDHRA PRADESH State Govt. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. The extra sewerage charges (one time charges for commencement of work) required to be paid to the Municipal Corporation/ other statutory bodies shall be paid by the department and need not be considered by the contractor. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor. The water charges (for municipal water connection as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water connection for the drinking purposes from the municipal authorities or any other statutory body, the consequent sewerage charges shall be borne by the contractor. The clause 31A of the General conditions of contract for BSNL works is not applicable to the tender. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and shall pay to such authority all the fees that is required to be paid for the execution of work. He shall protect and indemnify the Department and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts. The fee payable to statutory authorities for obtaining the various permanent service connections and Occupancy Certificate for the building shall be borne by the Department.

3.0 Taxes and Royalties

- 3.1 **DEFINITION:** For the purpose of this agreement, the terms 'GST' shall include Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST) and any other taxes levied under the GST related legislation in India as may be applicable.
- 3.2 **RATE :**Rate quoted by the contractor shall be **inclusive** of all taxes/ cess, Building and other Construction Workers Welfare Cess or any other tax or Cess applicable in respect of this contract. **The tenders are also advised to examine the various provisions of GST Act 2017 applicable to works contract as defined in Clause 119 of Section 2 of CGST Act.** The rate quoted by the tenderer shall also be **inclusive** of all applicable taxes **including GST** on work contract service as per GST ACT after duly considering the benefit of Input Tax Credit of GST on material/goods or services used in work. Tenderers must ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. **No extra** payment will be released / reimbursed to the contractor on account of GST or Building & Other

Construction Workers Welfare Cess or any tax, levy or cess paid by them on inputs. However, effect of variation in rates of GST or Building and Other Construction Workers Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side increase or decrease.

- 3.3 **INDEMNITY:** It is the responsibility of the supplier/contractor to ensure that outwards supply return (GSTR-1) is filed correctly and to declare correct information on the invoice and GST portal.

In case of mismatch because of vendor's fault, prompt amendments must be made by the supplier else supplier shall be required to indemnify BSNL of the loss of credit due to mismatch and BSNL shall recover the said amount from vendor. The compliances to be adhered by supplier include (but is not limited to) the following:

(i) Uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time.

(ii) Issuing GST compliant invoice/CN/DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.

(iii) Acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of details on GSTN. Such changes w.r.t. the mis-match are required to be accepted by supplier within the time limit prescribed under the GST law. It must be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier.

BSNL reserves the right to be indemnified for the credit loss and recover the said amount from the supplier in case BSNL is unable to claim the input tax credit for any-compliance or default or due to lack of diligence on the part of the supplier. Further in case any credit is not received or short credit is received or in case of any error, because of which no credit is received then such equivalent amount is not liable to be paid by BSNL. Where, however the amount has already been paid by BSNL the same is liable to be recoverable or adjustable against subsequent payments.

- 3.4 **INDEMNITY CLAUSE:** It is hereby agreed between both the parties that in case any GST and / or cess liability, interest, penalties or any other tax/ duty/ amount/charge/liability/ professional costs related to litigation becomes payable by BSNL or input tax credit is denied to BSNL due to failure of the supplier to comply with the relevant laws/ regulations applicable in India or overseas. Supplier undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL.

- 3.5 **TAX DEDUCTED AT SOURCE:** Nothing contained herein the agreement shall prevent BSNL from deducting tax at source if required under GST Act and GST regulations any law or any regulation.

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.

The Workers welfare cess and or any other cess as per the Govt. regulations will also be recovered from the contractor's bill

- 3.6 **GST INVOICE:** It shall be the responsibility of supplier to raise appropriate tax invoice as per provisions of GST Act. BSNL reserves the right to be indemnified for the credit loss in case BSNL is unable to claim the input tax credit for any non-compliance / default in raising appropriate invoice by supplier. Further all invoices should be sent to BSNL promptly.

Further the supplier is required to comply following requirement w.r.t. issuance of invoice :

*All the details of supplier (name, address, GSTIN/ unregistered vendor, place of supply, SAC/HSN code etc.,) and other mandatory details shall be mentioned on the invoice.

*Invoice/DN/CN need to be issued timely within the prescribed under GST law.

*In case of any deficient supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.

*it would be the responsibility of the supplier to declare correct information on invoice and GST portal viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.

*Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availment of credit and ensure that the place of supply as per GST law is same as registered premise.

*It shall be the responsibility of supplier to raise invoice within the prescribed timelines.

*E-Way bill number should be mentioned on the invoices.

- 3.7 **DEBIT NOTE:** The supplier acknowledges and agrees to issue appropriate debit note/ credit note as prescribed under GST Act and send to BSNL within the prescribed time. All documents should be received well in advance so as to enable BSNL to claim proper credit wherever applicable.

Further it shall be the responsibility of supplier to declare the details of such credit note in the return for the month during which such credit note has been issued but not later than September following the end of the financial year in which such supply was made, or the date of furnishing of the relevant annual return, whichever is earlier.

BSNL reserves the right to be indemnified for the credit loss by supplier in case BSNL is unable claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the supplier.

- 3.8 **PAYMENT TERMS:** BSNL will make payment to supplier only after the invoice is uploaded by supplier in GST outward return i.e. GSTR-1, and credit as GST is available (reflected in GSTR-2A) to BSNL wherever applicable.

Further it is agreed that for claiming payment, the following documents are to be submitted by the Supplier to the paying state along with appropriate invoice.

1. Invoice along with e-way bills.
2. Delivery challans.
3. Consignee Receipt (L.R)

4. Each equipment shall be accompanied by supplier certification confirming adherence to all standards for materials and workmanship quality. On copy of the same shall be sent by the supplier to state quality head/ state operation heads for record.
5. Bill of materials.
6. Any other document as may be demanded by BSNL.

Supplier hereby agrees that it will be solely responsible for performing all compliances and making payments of GST, Cesses, interest, penalties of any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas.

- 3.9 **PURCHASE ORDER:** It is understood between the parties that supplier shall raise invoice basis purchase order issued by BSNL. In case of any deviation or disagreement by supplier on place of supply, billing location, HSN code/ SAC Code stated on PO, it shall be the responsibility of supplier to intimate BSNL well in advance.

Further, in case supplier raises the invoice on an address other than agreed, it shall be the responsibility of the supplier to modify the invoice.

- 3.10 **PLACE OF SUPPLY:** For the purpose of this agreement, place of supply under GST Act shall be the place of supply as determined under purchase order raised by BSNL. It shall be the responsibility of supplier to intimate BSNL well in advance in case of deviation / disagreement with the place of supply as determined in PO.

- 3.11 **DEFICIENT SUPPLY/INCOMPLETE SUPPLY/REJECTED SUPPLY:** Each party to contract agrees that in case of any deficient supply or incomplete supply or rejected supplier, it shall be the responsibility of supplier to issue GST compliance credit note within the reasonable time and tax and take tax adjustment. In case the supplier fails to issue proper credit note within the time stipulated under the GST law, the taxes charged and not adjusted would be borne by the supplier

- 3.12 **ADVANCE PAYMENT:** Where in terms of the agreement, BSNL pays advance amount to supplier for supply of goods/ services; it shall be the responsibility of supplier to issue GST compliant receipt vouchers or such other document as may be prescribed to BSNL. Further supplier would be registered to issue refund voucher as prescribed under GST Act in case no supply is made and no invoice is raised.

- 3.13 **COMPLIANCE RATING:** Supplier shall be liable to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. Supplier shall be required to submit a self-declaration from time to time that, they are not black-listed on the GST portal. Notwithstanding anything contained in agreement, in the event of black listing of supplier i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to supplier only on receipt of input tax credit to BSNL.

- 3.14 **E-WAY BILL:** It shall be the responsibility of supplier to obtain e-way bill in case of movement of goods exceeding limit as prescribed under the GST Act. Supplier would indemnify BSNL in case of any non-compliance or default or due to lack of diligence on the part of the supplier to comply with the e-way bill requirement.

- 3.15 **PENALTY:** It is agreed by supplier that in case of any deviation, default or negligence on the part of supplier due to which it is liable to pay penalty to BSNL, the same shall be recovered by BSNL from supplier along with applicable GST tax (as may be applicable).
- 3.16 **LIQUIDATED DAMAGES:** GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by supplier.
- 3.17 **SET OFF:** It is agreed that in case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.
- 3.18 **MISCELLANEOUS:** Supplier agrees to share the monthly information with BSNL which would be uploaded by the supplier in its GSTR-1 along with the information of input credit in such month. It shall be the responsibility of vendor / supplier to provide reconciliation statement of all the supplies made by it including issuances of credit note, debit note or other documents as prescribed, within 30thSeptember following the end of relevant financial year.
- 3.19 **Maintenance of Records :** The Contractor should keep separate accounts for works contract under GST showing: [a] Names and addresses of persons on whose behalf the works contract is executed; [b] Description, value and quantity (wherever applicable) of goods or services received for execution of works contract; [c] Description, value and quantity (wherever applicable) of goods or services utilized in execution of works contract; [d] Details of payment received in respect of each works contract and [e]Names and addresses of suppliers from whom he has received goods or service, etc.
- 3.20 **ROYALTY:** Any royalties at the prevalent rates shall have to be paid by the contractor on all the boulders / stones, metals, shingle, sand, bajri etc. or any other material collected by him for the execution of the work, direct to the Revenue authority or authorised agent of the State Govt. or Central Govt concerned

4.0 ADDITIONAL CONDITIONS FOR TOWER ERECTION

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:-

- 4.1 The works includes handing over of tower to the concerned BSNL unit after acceptance testing.
- 4.2 The tower material 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.
- 4.3 The contractor shall arrange at his own expense all tools, plants and equipments for execution of the work 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 and he shall make his own arrangement.
- 4.4 For erection & painting of the tower all safety precautions shall be taken in accordance with safety code for erection of structural steel work.
- 4.5 Agency executing the erection of towers should take all precautions to see that no damage occurs to the adjoining structures while executing the work.
- 4.6 Foundation bolts shall be embedded and cast monolithic with concrete as per approved drawings.
- 4.7 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 as per specifications. 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.
- 4.8 The site of work may be changed by the Engineer-in-charge due to exigencies of the service within / adjoining revenue districts for which nothing extra shall be payable except the approved contract rates.
- 4.9 Tower fabrication is to be done strictly as per written orders of Engineer-in-Charge. Supply and tower erection will be as per time schedule given by Engineer-in-Charge.
- 4.10 All materials shall be straightened and or flattened by pressure unless required for a shape of curvilinear form before fabrication and shall be free from twists. Straightening shall not damage the material. The parts when assembled adjacent surfaces shall be in close contact. Hammering shall not be permitted for straightening.
- 4.11 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.
- 4.12 APPLICATION OF ETCH PRIMER AND PAINT

[i] After cleaning the tower members a first coat of an etch primer has to be applied to the tower structure members. The etch primer consists of polyvinyl butyl phosphoric acid catalyst and zinc chromate base and are supplied separately. They should be mixed before use in specified ratio of four parts base to one part catalyst or as specified by the manufacturer. The primer is to be applied uniformly to get a very thin and almost invisible coat and every part of the tower structure should be treated with this primer. Subsequent painting of the zinc chromate primer should be commenced within two hours of application of the primer. The etch primer once mixed should be used up immediately.

[ii] 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.

[iii] No driers such as Litharge or Turpentine are to be used. The practice of mixing kerosene oil with paint is strictly forbidden.

(iv) The primer and the paints used should be got approved prior to their use.

(v) The painting shall conform to civil aviation guideline.

[vi] To conform to Civil Aviation regulations the towers shall be painted in alternate bands of international orange and international white, terminating with orange at the top 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.

4.13 RECTIFICATION / REPAIRS TO DAMAGED PARTS

Damaged components of the steel work should be rectified as per directions of the Engineer-in-charge and 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 of galvanizing.

4.14 ERECTION

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

(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 if necessary.

(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 next panel.

(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 wind loads.

(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) Hot dip galvanized contact surfaces of joints shall be free of oil, paint and lacquer or other coatings and shall be scored by wire brushing or light blasting.

(vii) 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.	1/3turn	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.

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".

4.15 ACCEPTANCE TESTING (AT)

The completed work shall be inspected for approval for "Acceptance Testing". After completion of work, the contractor will offer the completed work for inspection and approval of the A/T as per the directions of the Engineer-in-charge and he will also has to provide necessary assistance to the AT team in carrying out inspection and obtaining AT clearance from them. If the completed work is not found satisfactory as per the prescribed specifications, corrective measures pointed out by the A.T team and ordered by the Engineer-in-charge shall be carried out immediately by the contractor without any additional expenditure liability to the BSNL and nothing extra shall be payable on this account. **Security Deposit shall be released after successful completion of the A.T.**

CONTRACTOR

EXECUTIVE ENGINEER[C]

APPENDIX –A**LIST OF PREFERRED BRANDS / MANUFACTURERS / MAKES FOR CIVIL WORKS**

NOTE: - 1) A List of Preferred Brand Names of Various Materials / Products are shown below for usage in execution of Work. However, Approved equivalent material of any other Specialized Companies / Firms may also be used, in case it is established that the Brands Specified below are not available in the market and subject to Approval of the alternate Brand by the Engineer In charge.

2) It must be ensured, in general, that all materials to be used in the works shall bear BIS Certification mark. In cases where for a particular material/product, BIS Certification Mark is not available, then the material proposed to be procured can be used subject to the condition that it should conform to CPWD Specifications and relevant BIS codes. In such cases written approval of the Engineer-in -Charge shall be obtained before use of such material in their works.

3) The list given below does not absolve the Executing Agency from their responsibility for using these products. It is only after, they are satisfied about the quality and performance, the products shall be used. To achieve this, proper check on the quality of the product, actually to be used, should be exercised.

Material	Preferred Make
Grouting Compound.	Fosroc, HILTI, Laticrete
Cement	ACC, Ultratech, Jaypee Cement, Vikram , J.K. Cement, Shree Cement, Cement Corporation of India, Gujarat Ambuja Cement
Water Proofing Compound	Fosroc, CICO, SIKA, Pidilite, , BASF.
Reinforcement Steel	SAIL, TISCO, RINL
Ready Mix Concrete	Ultra Tech, ACC, LAFARGE , RMC Ready Mix (India), RDC Concrete (India) Pvt.Ltd.
Bitumen impregnated fiber board	Shalitex board (S/S) of shalimar products or equivalent
Expansion Joint sealing compound	Shalimar/ Capitex
Non-asbestos fiber cement board	Charminar, Visakha
Admixtures	Fosroc, Pidilite, Roff.
Structural Steel Sections	TATA, SAIL,RINL, JINDAL Steel & Power Ltd., J SW
Fly ash cement (Non modular) bricks conforming to IS:12894-2002, class designation 7.5	M/s Prakash International Ltd., M/s Aparna Enterprises Ltd.
Rigid PVC pipes-working pressure 4kg/cm ²	Supreme, Prince, Ashirwad, Sudhakar, Astral, Finolex

Flush door shutter	Kitply, Standard, Kutty, Anand, Greem Ply, Century
LAMINATES	Greenlam /Formica/ Merinolam / Royal Touche /Century
Phenol formaldehyde synthetic resin type adhesive (Glue)	Fevicol / Vamicol
Mortice latch & lock.	Dorset, Dorma or approved equivalent
Plyboard.	Green Ply, Garnet, Century, Kit Ply,
Stainless steel Tower bolts, Pull Handles etc	Dorset, Dorma or approved equivalent
Stainless steel Aldrops	Globe, Decowell or approved equivalent
Glass.	Modi, Saint Gobain, Asahi, Atul, Glaverbel, Pilkington .
Mirror Glass.	Modi Guard , Atul
Aluminium Door fittings.	Everite, Jyothi, Classic, Amit, Mepro
Hydraulic door closer / Floor Spring	Godrej, Hardwyn, Everite, Dorma, Dorset, Magnum.
Marine plywood.	Kenwood, Kityply, Greenply.
PVC Door shutter	Rajashri, Sintex.
Steel Nuts, Bolts and Screws .	Atul, Hilti .
Ball Bearing Hinges and Spring Hinges	Dorma, Hafele, Geze, Dorset, Magnum
Stainless Steel Screws Kundan, Arrow, Nettlefold, GKW.	
Stainless Steel Friction stay hinges	Hafele, Earl Bihari
Stainless Steel Screws	Kundan, Arrow, Nettlefold, GKW.
Structural Glazing	Glazing Modi, Saint Gobain, Asahi, Glaverbel.
Structural Steel, Bar, Flats,Angle, Tee Sections	SAIL, TATA(TISCO), RINL
M.S. Pipe, Tubes	TATA, Jindal
Pressed steel door frames	MPP (Metal profile projects) / Shakti Met-doors
Stainless steel (Grade 304)	Salem, Jindal, SAIL
Aluminium Composite Panels (ACP)	Alstrong, Alucobond, Aluplex, Alubond
White Cement.	Birla White, J.K. white, Travancore.

Vitrified ceramic tiles.	Johnson, RAK, Naveen, Kajaria,
Ceramic glazed tiles	Kajaria, NITCO, Somany, Johnson, Orient Bell Ltd, RAK.
Unglazed Heavy Duty Vitrified Tiles	Somany (Dura Gres), Kajaria (Pavigres).
Precast Terrazo Tiles	NITCO , Hindustan
Precast Chequered Tiles	NITCO Hindustan
Glass Mosaic Tiles Palladio	Palladio, Coral, Mridul, Bisazza.
PVC Flooring	LG Hausys, GerFlor, Armstrong
UPVC Windows	Fenesta, Kommerling , Rehau.
Unglazed Heavy Duty Paver/Parking Tiles	Somany (Dura Stone), Johnson (Endura
Tile Adhesives	Laticrete, ,ArdexEndura, Weber, Roff. SIKA, Ferrous.
Rigid PVC rain water pipes	Supreme, Prince, Sudhakar, Astral, Finolex
PVC moulded fittings/ Accessories for unplasticised Rigid PVC rain water pipes	Supreme, Prince, Sudhakar, Astral, Finolex
Precoatedgalvanised iron profile sheets	Tata-bluescope, Jindal, Trackdeck
Actactic Polypropylene (APP) Modified Water Proof Membrane -	STP, Bitumat Co. Ltd.
Cement based wall care putty	Birla Wall Care, J.K. Wall putty, Berger Paints , Asian Paints.
Texture plaster finish with base texture	NCL ALLTEK , Spectrum
Acrylic Distemper/Plastic emulsion, primers, exterior emulsion	ICI Dulux, Asian Paints, Berger, Nerolac.
Synthetic Enamel Paint.	ICI Dulux, Asian Paints, Berger, Nerolac.
Water proof cement paint.	Snowcem India, ICI Dulux, Berger.
Anti CorrosiveBitumastic Paint	Asian/Berger/Shalimar
PU Enamel Metallic Paints on MS Structure & Epoxy paints	SKK, Asian, Akzonobel
Aluminium sections.	Jindal, Indal, Hindalco,
Adhesive Tape	Norton
E.P.D.M. Gaskets	Anand/ Roop/Bohra/Hanu
Silicon Gaskets	Sree Gaurav, Roop

PVDF/Powder Coaters	MJ Coaters, Radiant
Stainless steel handles for glass doors	Polo, Venus, Inox
Water proofing compound	Fosroc ,Sika, Pidilite, CICO
Toughening /Heat Strengthening plant of Glass	Fuso Glass India Private Limited or approved equivalent
Calcium Silicate False Ceiling Tiles -	Aerolite Co, Hilux
Gypsum Board False Ceiling Tiles	Saint Gobain, Lafarge, Amstrong Co.
Mineral Fibre Board False Ceiling Tiles	Armstrong, Decosonic.
Vitreous China Sanitary Ware	Parryware, Neycer, Hindware, Cera.
Centrifugally cast (spun) Iron Pipes &Fittings.	NECO , HIF, SKF, Bengal Iron Corporation (BIC)
Centrifugally Cast (spun) Pipes (LA) & Fittings (Water Supply Pipes)	Electro steel, Kesoram, LANCO Industries.
Anodised / Powder Coated Aluminium Fittings / Fixtures -	Everite, Jyoti, Shakti.
PVC gratings.	Prince/Prayag.
CP fittings & accessories.	Jaquar , Marc, Plumber, ESS ESS, TOTO.
PTMT Fittings	Prayag, Shakti
Fire Clay Sinks	Sunfire, Parryware, Hindware.
G.I. Pipes	Jindal (Hissar), Tata, Zenith.
G.I. Fittings.	Unik, Zenith, HB.
Water supply Valves	Zoloto, RB ,Leader, ARCO
CPVC pipes and fittings	Supreme, Astral, Finolex, Ashirwad
Water supply fixtures/fittings like bib cocks, wall mixtures ,angle cocks, shower panels	JAQUAR or approved equivalent
PVC water tank.	Sintex, Uniplast, Durocon, Polycon, Supreme. (with ISI mark embossing only)
Stainless Steel Sinks	Nirali, Kaff, Hindware, Johnson, Signature, Neelkanth.
RCC Pipes	Indo., Hindustan, Balaji Pipe Industries, Indian Hume Pipes Ltd.
Stone ware pipes & Gully traps.	Perfect, Hind or Crystal.

CI Manhole cover	SKF, HIF, Neco, Bengal Iron Corporation (BIC).
Gun Metal Valves / Non Return Valves Zoloto, Leader, Sant.	Zoloto, Leader, Sant.
C.I. Sluice Valves	Zoloto, Leader, SANT, Kirloskar

CONTRACTOR

EXECUTIVE ENGINEER[C]

**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 ontext 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 completi0n 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 _____

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

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

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

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

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

Signed and delivered for and

Signature and delivered for and

On behalf of BSNL

on behalf of the contractor

(BHARAT SANCHAR NIGAM LIMITED)

(Contractor)

Place

Date

Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE
NAME

SIGNATURE
NAME

SIGNATURE
NAME

SIGNATURE
NAME

For Proprietary Concern

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

For Partnership Concern

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

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

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

For Companies

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

FORM OF PERFORMANCE SECURITY (GUARANTEE)

BANK GUARANTEE BOND

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

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

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

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

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

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

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

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

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

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

Date the -----date of-----

For-----

(Indicate the name of Bank)

AFFIDAVIT

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

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

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

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

(Deponent) Signature of Contractor

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

**GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER
 COMPLETION IN RESPECT OF WATER PROOFING WORKS**

 This agreement made this----- day of ----- two
 thousand ----- between ----- (hereinafter called
 the Guarantor of the one part) and the BHARAT SANCHAR NIGAM LIMITED (herein after called
 the BSNL of the other part)

Whereas this agreement is supplementary to a contact (hereinafter called the Contract) dated -----
 ----- and made between the Guarantor of the one part and the BSNL on the other part
 whereby the contractor interalia, undertook to render the building and structures in the said
 contract rectified completely water and leak proof.

And whereas the Guarantor agreed to give a guarantee to effect that the said structures will
 remain water and leak proof for **ten** years from the date of giving of water proofing treatment.

Now the Guarantor hereby guarantee that water proofing treatment given by him will render the
 structure completely leak proof and the minimum life of such water proofing treatment shall be ten
 years to be reckoned from the date of after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

- a) Misuse of roof shall mean any operation which will damage water proofing treatment like chopping of fire wood and things of the same nature which might cause damage to the roof.
- b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby water proofing treatment is removed in part.
- c) The decision of the Engineer-in-charge with regard to cause of leakage shall be final.
 During this period of guarantee the guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the BSNL by some other contractor at the Guarantor's cost and risk. The decision of the Engineer-in-charge as to the cost payable by the guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing or commits breach thereunder then the guarantor will indemnify the principal and his successors against all loss, damage, cost, expanses, or otherwise which may be incurred by him reason of any default on the part of the Guarantor in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the BSNL on the decision of the Engineer in-charge will be final and binding on the parties.

In witness whereof these persons have been executed by the obligor -----
-----and by ----- and for and on behalf of the BHARAT SANCHAR NIGAM LIMITED on the day, month and year first above written.

Signed, sealed and delivered by Obligor in presence of

1.

2.

Signed for and on behalf of BHARAT SANCHAR NIGAM LIMITED by -----

In the presence of

1.

2.

SCHEDULE OF QUANTITIES			
	Name of the work : Filling of low lying area at 40M GBT at Kona, krishna dt.		
I.No.	Description of Item	Quantity	Unit
1	Excavating, supplying and filling of local earth (including royalty) by mechanical transport up to a lead of 5 km, also including ramming and watering of the earth in layers not exceeding 20 cm in trenches, plinth, sides of foundation etc., complete.	400.00	One Cubic Metre
2	Supply and stacking of Fly ash conforming to IRC- 58 at site, including carriage, loading , unloading & stacking up to any lead (measured stacks will be reduced by 20% for payment).	120.00	One Cubic Metre
3	Filling with available fly ash and earth (excluding rock) in trenches or embankment in layers (each layer should not exceed 15 cm), with intermediate layer of compacted earth (Soil density of 98%) after every four layers of compacted depth of fly ash, sides & top layer of filling shall be done with earth having total minimum compacted thickness 30 cm or as decided by Engineer -in- charge, including compacting each layer by rolling/ ramming and watering , all complete as per drawing and direction of Engineer -in - charge.	120.00	One Cubic Metre

Contractor**Executive Engineer (Civil)**