



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

Tender Document

Nit No.: 06 / BCD – WGL / 2023–24 Dt. 09.05.2093

<u>Name of work</u>	::	Transporting & Assembling/fixing of available Container materials for BTS site at Pendalwada, Adilabad OA in Nizamabad BA.
Estimated Cost Put To Tender	::	Rs. 64,928/-
EMD	::	1,300/-
Tender Schedule Cost	::	177/-
Date Of Opening Of Tender	::	18.05.2093

Executive Engineer (C)



Name of Work : **Transporting & Assembling/fixing of available Container materials for BTS site at Pandalwada, Adilabad OA in Nizamabad BA.**

Nit No. : **06 / BCD – WGL / 2093–24 Dt. 09.05.2093**

Name of Contractor : _____

Date of Application and Receipt : _____

Tender issued on : _____

Cost of tender : Rupees 177/- including GST

Date of opening : **18.05.2093**

INDEX

Sl.No.	Details	From	Page	To
01.	Cover page, Tender documents details & Index	01	-	09
09.	Important Instructions to all Tenderers: -----	06	-	04
06.	Instructions to Tenderers who downloaded from the web	05	-	06
04.	Declaration	07	-	07
05.	List of works : -----	09	-	09
06.	BSNL. W –6: -----	09	-	17
07.	BSNL W-7/8 (Abridged form): -----	18	-	20
09.	Proforma of Schedule A to F: -----	21	-	25
09.	Schedule – “D” (Additional Conditions& Specifications)	26	-	37
10.	Additional Conditions for Civil Works	38	-	41
18.	Correction Slip No. 5, 6 & 7 to General Conditions 2006	42	-	45
12.	Special Conditions on GST	46	-	46
13.	List of Recommended makes of materials	47	-	50
14.	Certificate on near relatives working in BSNL	51	-	51
15.	Schedule – “A” (Schedule of Quantities): -----	52	-	53

Certified that the N.I.T. contains **53 (Fifty Three) Pages.**

Executive Engineer (C)

IMPORTANT INSTRUCTIONS TO ALL TENDERERS

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

- 1.0** The tenderers should read carefully & understand all the **Conditions for the contract along with amendments and NIT conditions, Schedule of quantity etc** attached with the tender document before actually quoting for the work.
- 2.0** The tenderers **who have downloaded the tender document from the web** along with amendments and NIT conditions should read the important instructions & declaration given in page 3 to 6 carefully before submitting the tenders.
- 3.0 In case the tender document is downloaded from BSNL website.**
 - 3.1** Eligibility Credentials, EMD plus cost of tender shall be placed in sealed envelope-1 marked “EMD plus Cost of Tender and Eligibility credentials”.
 - 3.1.1** The tender shall be placed in sealed envelope -2 marked as “Tender Document”.
 - 3.1.2** The sealed envelope 1 & 2 as above containing “EMD plus Cost of Tender and Eligibility credentials” and the “Tender” shall be placed in another sealed envelope-3.
 - 3.1.3** All the three envelopes shall be super scribed with the following data on it.
 - (i) Name of the Work and Tender notice number.
 - (ii) Name of the tenderer
 - (iii) Last date of receipt of tender.
 - 3.2 In the case the tender document is purchased from Division / Sub-Division Office.**
 - 3.2.1** Application and Proof of paying the cost of tender documents, EMD and copies of documents showing eligibility credentials to be placed in sealed envelope 1.
 - 3.2.2.** Envelope No. 2 will be as per para 3.1.2
 - 3.2.3.** The sealed envelopes 1 & 2 shall be placed in another sealed envelope No.3.
 - 3.2.4** Same as 3.1.4.

NOTE : In case the eligibility credentials are found **not 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.
 - 3.3** The tender in which rates are to be quoted should be properly bound and sealed. Loose / spiral bound submission (in case the tender is down loaded from website) shall be liable for rejection. In case of any correction / addition / alteration / omission in tender document vis-à-vis tender document available on website, the same shall be treated as non-responsive and shall be summarily rejected.

- 4.0** Any tender in which any of the prescribed conditions is not fulfilled or any conditions including that of **conditional rebates** is put forth by the tenderer shall be **summarily rejected**. However any **unconditional rebate offered before the opening of the tenders shall be considered**.
- 5.0** Near relatives of the BSNL employees shall not be permitted to tender and all the intending tenderers will have to give a certificate that none of his / her near relatives as defined in **para 14 of BSNL W-6 in the format enclosed**.
- 6.0** The rates quoted shall include all taxes, royalty, seigniorage charges that are applicable from time to time as per statutory rules of State / Central Government.
- 7.0** The rates shall invariably be written in figures and words and amount for each item worked out and filled in the schedule. **All corrections made while filling shall be signed and seal affixed**.
- 8.0** The tenderer should ensure that **every page of the tender document is signed by tenderer** with stamp (seal).
- 9.0** It is essential for all tenderers to submit the list of works in hand in prescribed proforma enclosed in BSNL W-8.
- 10. No extra / interest amount on account of delay in payment of contractor's bills shall be paid by the BSNL.**

CONTRACTOR

EXECUTIVE ENGINEER (C)

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

The tenderers, who have down loaded the tenders along with amendments and NIT conditions from the web, should read the following important instructions carefully before actually quoting the rates & submitting the tender documents:

1. The tenderer should see carefully & ensure that the **complete tender document** along with amendments and NIT conditions including schedule of quantity **as per the index** given on page '2' has been down loaded & there are _____*_____ (____*_____) **pages** in all in the tender document.
- 1A. The document available on Web is Part-I of complete Tender Document. **Part-II** is not to be submitted along with tender. However the agreement for the work will comprise of Part-I & II of tender. Intending tenderers may carefully go through Part-II of this tender available on web address www.telangana.bsnl.co.in or can read the same from the copy placed in the O/o the Tender Inviting Authority
2. **The printout of tender document should be taken on suitable paper & the printer settings etc are such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.**
3. The tenderer should ensure that **no page** in the down loaded tender document is **missing**.
4. The tenderer should ensure that all pages in the down loaded tender document are **legible, clear** and are **printed** on a good quality paper.
5. Tenderers are advised to download tender documents along with amendments well in advance and submit the tender before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications, amendments published subsequently in website and the same shall be taken into account while submitting the tender. Tenderer shall download corrigendum (if any), amendment print it out, sign and attach it with the main tender document. Tender document not accompanied by published corrigendum/s, amendment is liable to be rejected. BSNL will not be responsible for any delay in downloading of tender document from the internet. No superfluous and un-intended material such as cookies / pop-ups shall form as part of the tender document downloaded. Submission of Xerox or photocopy of tender document is prohibited.
6. The tenderer should ensure that **every page** of the downloaded tender document is **signed by tenderer with stamp (seal)**.
7. On page '**2**' of the down loaded tender document, the name of the tenderer should be filled by the tenderer.
8. The tenderer should ensure that the down loaded tender document along with amendments is **properly bound and sealed** before submitting the same.
9. The loose / spiral bound tenders, not properly sealed shall be liable for rejection.
10. In case of any correction/addition/alteration/omission in the tender document, it shall be treated as non-responsive and shall be rejected.
18. The tenderer shall furnish a declaration to this effect that no addition/deletion/corrections have been made in the tender document submitted and it is identical to the tender document appearing on Website.

*** To be filled by contractor**

12. The tenderer should read carefully & **sign the declaration** given on the next page before submitting the tender.
13. The tender document along with amendments (in full) downloaded along with the various documents required to be submitted as per the tender conditions in a sealed cover duly super scribing with the name of the work, tender notice no, and date, and the same should be dropped in the tender box kept in the office of **Executive Engineer (C), BSNL Civil Division - Warangal** before the date and time stipulated in the tender document.
14. The **cost of tender** should be submitted along with the EMD as mentioned above. The tenders of tenderers will not be opened and returned to them **in case of cost of tender document is not submitted and / or EMD is not submitted and / or they are not eligible based on the credentials submitted by them.** In any case, cost of tender document will **not** be refunded.
15. In case of any doubt in the down loaded tender, the same should be got clarified from the **O/o Executive Engineer (C), BSNL Civil Division - Warangal** before submitting the tender.
16. Tenderers are free to download tender document at their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the **Office of the Executive Engineer (C), BSNL Civil Division - Warangal.** After award of work agreement will be prepared based on the master copy of tender document available in the above mentioned office. In case, any discrepancy between the tender document downloaded from the internet and the master copy, later shall prevail and will be binding on the tenderer/s. No claim on this account will be entertained.
17. I have gone through the document titled BSNL-W 8 available on the site www.civil.bsnl.co.in & I agree with the terms & conditions along with corrections mentioned in Part-I (this) & understand that it will form part of agreement.

The above instructions are followed
CONTRACTOR
(Signed with seal)

D E C L A R A T I O N

(TO BE GIVEN BY THE TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE WEB)

It is to certify that

- 1) I / We have submitted the tenders in the proforma as **downloaded directly from the website & there is no change in formatting, number of pages etc.**
- 2) I/ We have submitted tender documents which **are same / identical** as available in the website.
- 3) I / We have **not made any modification / corrections / additions** etc. in the tender documents downloaded from web by me / us.
- 4) I / We have checked that **no page is missing** and all pages as per the index are available & that all pages of tender document submitted by us are **clear & legible**.
- 5) I / We have **signed (with stamp) all the pages** of the tender document before submitting the same.
- 6) I / We have **sealed** the tender documents properly before submitting the same.
- 7) I / We have submitted the **cost of tender** along with **all credentials (EMD declaration included in credentials) in separate envelopes**.
- 8) I / We have read carefully & understood the important instructions to the all tenderers & to tenderers who have down loaded the tenders from the web.
- 9) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
- 10) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, the tender / work will be cancelled and Security Deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to me / us on this account.
- 18) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, I / We may also be debarred for further participation in the tender in the concerned **BSNL T.S. Civil Zone** and would also render me / us liable to be removed from the approved list of contractors of the Department.
- 12) All the credentials submitted by me/us for the tender are genuine and I /We will be debarred from tendering and I/We are liable to be blacklisted and removed from the approved list of contractors of the organization if the credentials are found to be non-genuine.

Dated

(CONTRACTOR)
(SIGN WITH SEAL)

LIST OF WORKS

The contractor shall submit list of works which are in hand (progress) in the following form:

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

Dated

(CONTRACTOR)
(SIGN WITH SEAL)

BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

NOTICE INVITING TENDER

1.0 Item rate tenders are invited on behalf of BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from 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 for the work of

Sl. No	Name of Work	Estimated Cost (Rs.)	E.M.D	Date Of Opening of Tender	Period of completion
1	Transporting & Assembling/fixing of available Container materials for BTS site at Pandalwada, Adilabad OA in Nizamabad BA.	64,928/-	1,300/-	18.05.2093	15 (Fifteen) Days

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.

1.1 While applying for tender documents the intending tenderers shall submit attested copies of the following Credentials. (The originals should also be produced while applying for tender documents for verification and return):

- (i) Certificate of Registration/ Enlistment with competent authority.
- (ii) If the bidder is a firm in partnership/Limited company or Corporation, then the copies of Form "A" and Partnership deed in case of partnership firms / Memorandum of Articles of Association and Power of attorney/ Authorizations to the person who signs the tender in case of companies.
- (iii) PAN CARD issued by the Income Tax Department.
- (iv) Treasury Challan / Demand Draft / Pay Order or Banker's Cheque / Deposit at Call Receipt / FDR / Bank Guarantee of any Scheduled Bank against EMD.
- (iv) Certificate of Registration for GST

No prior Work Experience is required for participation in this Tender.

1.1.1 In case the tender document is downloaded from the website the applicant shall submit attested copies of credentials given at 1.1 above to establish his eligibility, required as per NIT, while submission of tender as at Para 4.0.

1.2 Agreement shall be drawn with the successful tenderer on prescribed Form No. BSNL W-7 / 8, which is available on BSNL website www.telangana.bsnl.co.in. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

The time allowed for carrying out the work will be **15 (Fifteen) Days** from the **7th day** after the date of issue of letter of award of work, or from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.

- 1.3 The site for the work is available.
- 1.4 The last date of receipt of applications for issue of tender forms (in prescribed format / can also be downloaded from BSNL Website www.telangana.bsnl.co.in and date of issue of tender forms will be as follows:
- (i) Last date of receipt of application **16.05.2023** up to 16.00 hours.
 - (ii) Last date of issue of tender forms **17.05.2023** up to 16.00 hours.
 - (iii) The intending tenderers shall submit attested copies of registration certificates, Form 'A' and Partnership Deed if any and attested copy of PAN Card issued by the Income Tax Department to establish his eligibility and work experience certificates as per NIT conditions, as above while applying for participation in tender. Subject to the above eligibility conditions, tenderers will be allowed to participate for quoting the rates.

2.0 Issue and submission of tender document:

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be downloaded from the BSNL website: www.telangana.bsnl.co.in or be seen in the office of the **Executive Engineer (C), BSNL Civil Division - Warangal** between 18.00 hours & 16.00 hours **from 09.05.2023 to 16.05.2023** every day except on Sundays, Second Saturdays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of **Rs. 177/- (non-refundable)** in the form of DD / Pay Order issued by the Nationalized or Scheduled Bank drawn in favour of **AO (Cash) O/o The PGMTD, Nizamabad, Payable at Nizamabad.**

- 3.0) EMD for **Rs. 1,300/-** shall be submitted in the form of DD / Pay Order issued by the Nationalized or Scheduled Bank drawn in favour of **AO (Cash) O/o The PGMTD, Nizamabad, Payable at Nizamabad** along with all the other credentials as sought for in this tender document.

3.1 In case the tender document is downloaded from BSNL website.

- 3.1.1 All eligibility credentials along with EMD, cost of tender schedule shall be placed in sealed envelope-1 marked "EMD plus Cost of Tender and Eligibility credentials".
- 3.1.2 The tender shall be placed in sealed envelope -2 marked as "Tender Document".
- 3.1.3 The sealed envelope 1 & 2 as above containing "EMD plus Cost of Tender and Eligibility credentials" and the "Tender" shall be placed in another sealed envelope-3.

3.1.4 All the three envelopes shall be superscripted with the following data on it.

- (i) Name of the Work and Tender notice number.
- (ii) Name of the tenderer
- (iii) Last date of receipt of tender.

3.2 In the case the tender document is purchased from Division/Sub-Division Office.

3.2.1 Proof of paying the cost of tender documents, EMD and copies of documents showing eligibility credentials to be placed in sealed envelope 1.

3.2.2. Envelope No. 2 will be as per para 3.1.2

3.2.3. The sealed envelopes 1 & 2 shall be placed in another sealed envelope No.3.

3.2.4 Same as 3.1.4.

NOTE: In case the eligibility credentials are found **not 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.

3.3 The tender in whom rates are to be quoted should be properly bound and sealed. Loose / spiral bound submission (in case the tender is down loaded from website) shall be liable for rejection. In case of any correction / addition / alteration / omission in tender document vis-à-vis tender document available on website, the same shall be treated as non-responsive and shall be summarily rejected.

4.0 Tenders which should always be placed in sealed envelope, in the manner detailed in para 3.1 & 3.2 of BSNL W-6 in tender document, will be received by the Executive Engineer (C), BSNL Civil Division - Warangal up to 15:00 hours on **18.05.2023** Main envelope 3 and the envelope 1 containing the All Eligibility Credentials along with EMD and the cost of Tender as applicable, will be opened by him or his authorized representative in his office at 15:30 hours on the same i.e. **18.05.2023. The envelope 2 containing the tender shall be opened on 18.05.2023 at 15:30 hours only for those tenderers who's cost of tender and all eligibility credentials along with EMD are found in order.** If not complied, the unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.

5.0 INSTRUCTIONS FOR TENDERER USING DOWNLOADED TENDER DOCUMENT FROM WEB:

The downloaded "tender document" read along with amendments and NIT conditions in which rates are quoted should be properly bound and **sealed**. Loose / spiral bound submission shall be liable to be rejected. The tenderer shall furnish a declaration to this effect that no addition / deletion / corrections have been made in the tender document submitted and it is identical to the tender document appearing on Website. In case, any discrepancy between the tender documents downloaded from the Internet and the master copy, later shall prevail and will be binding on the tenderer. No claim on this account will be entertained. Every page of downloaded tender document shall be signed by tenderer with stamp (seal).

6.0 The description of the work is as follows:

Transporting & Assembling/fixing of available Container materials for BTS site at Pandalwada, Adilabad OA in Nizamabad BA.

7.0 If there happens to be holiday on any date mentioned above, then the transaction will be made on next working day.

8.0 **The Executive Engineer(C), BSNL Civil Division - Warangal** reserves the right to accept or reject any or all tenders without assigning any reasons.

9.0 The Architectural drawings, any / all other details required, **if any**, referred to in the schedule of quantities etc., are available with the **O/o. Executive Engineer (C), BSNL Civil Division - Warangal** and can be seen by the tenderers who participate in tendering by purchasing tender from **O/o. Executive Engineer (C), BSNL Civil Division - Warangal** or by downloading the tender document from the website between 18.00 hours & 16.00 hours from **09.05.2023 to 17.05.2023** every day except Sundays, Second Saturdays & Public Holidays.

10.0 Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the **Executive Engineer (C), BSNL Civil Division - Warangal**.

10.1.1 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 their own cost all materials, tools & plants, water, electricity, access facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc., will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.

18. The competent authority on behalf of **BHARAT SANCHAR NIGAM LIMITED** does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenders, is strictly prohibited and the tenders, submitted by the contractors, who resort to canvassing, will be liable to rejection.
13. The competent authority on behalf of **BHARAT SANCHAR NIGAM LIMITED** reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
14. The company or firm or any other person shall not be permitted to tender for works in **BSNL T.S. 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/ gazette officer in the BSNL or Department of Telecom or in the Ministry of Communications.

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

The format of the certificate is to be given as:-

"I, S/o Shri resident of hereby certify that none of my relative (s) as defined above is/are employed in concerned **BSNL Civil TS. 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 Security Deposit will be forfeited at any stage, whenever it is so noticed. The BSNL will not pay any damages to the company or Firm or the concerned person but damages arising on account of such conciliation 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 TS 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 Wing of BSNL or the Government of India, State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Government service / BSNL, without previous permission of the Government of India / BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of the Government of India / BSNL, State Government or PSU's aforesaid permission before submission of the tender or engagement in the contractor's service.
16. The tender for the work shall remain open for acceptance for a period of **30 days** from the date of opening of the tenders. If, any tenderer withdraws his tender before the said period 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 BSNL, then BSNL shall, without prejudice to any other right or remedy, be at liberty to take any action as deemed fit.

17. In case of works having **Tendered Value** below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the tender shall be cancelled and action as deemed fit shall be initiated against the tenderer. In case of works of **Tendered Value of Rs.15,00,000/- and above**, the successful tenderer, upon issue of letter of acceptance of Tender, shall be required to furnish **Performance Guarantee @ 3%** 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, BSNL shall be at liberty to take any action without any notice to the contractor, and tender will be cancelled and action as deemed fit shall be initiated against the tenderer.
18. This Notice Inviting Tender (BSNL W-6) shall also form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer / Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award the successful Tenderer/Contractor shall, within **30 days** from such date; formally sign the agreement consisting of:
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender and as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard BSNL W-8 as on website: www.telangana.bsnl.co.in read along with amendment and NIT conditions.
 - c) Agreement signed on non-judicial stamp paper as per proforma annexed to the tender document.
19. First running account bill shall be paid only after
- a) signing of the Agreement / Contract by both the parties, and
 - b) progress chart has been prepared, as required under Clause 5 and approved by the competent authority.

- c) **The contractor has to submit the invoice (Running/ final bill of quantities) along with his / their GSTIN registration Number & also that of BSNL. Invoice shall be submitted as per GST Act.**
 - d) **Payment to the contractor shall be made only after uploading the Invoice in GSTN. The contractor shall submit the invoices (Running/ final bill of quantities) along with the proof of uploading.**
 - e) **The intending bidders shall accept the debit / credit note whenever / wherever there is a change in the value of supplies made to BSNL and upload the same in GSTN**
20. If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of six months.
21. General conditions of contract for works in **BHARAT SANCHAR NIGAM LIMITED** are available on website: www.telangana.bsnl.co.in read along with amendment and NIT conditions as well as in the Divisional / Sub Divisional office.
22. The tenderer shall furnish a declaration to this effect (In case of downloaded tender) that no addition / deletion / correction have been made in the tender document submitted and it is identical to the tender document appearing on website. Every page of downloaded tender shall be signed by the tenderer with stamp (seal) of his firm / organization.
- 23. ON GST :**
- a) **The bidder shall quote rates including all taxes viz. GST, Construction Workers Welfare Cess etc., as applicable on the date of opening of the tender.**
 - b) **Intending bidders shall supply goods & services against the GSTN number of the state as specified in the GST registration.**
 - c) **The intending bidder shall invariably mention the GSTIN number of the State in which the services are being made while submitting their tender. The intending bidders shall submit the necessary documentary proof at the time of bidding for the work.**
 - d) **The contractor has to submit the invoice (Running/ final bill of quantities) along with his / their GSTN registration Number & also that of BSNL. Invoice shall be submitted as per GST Act.**
 - e) **Payment to the contractor shall be made only after uploading the Invoice in GSTN. The contractor shall submit the invoices (Running/ final bill of quantities) along with the proof of uploading.**

- f) The intending bidders shall accept the debit / credit note whenever / wherever there is a change in the value of supplies made to BSNL and upload the same in GSTN**

- g) It is mandatory to submit copies of all the documents including Certificate of Registration for GST. If these documents are not submitted, then the tender will become invalid and shall be summarily rejected.**

Signature and name of

Divisional Officer / Sub-Divisional Officer.

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

BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

STATE : Telangana CIRCLE : BSNL Civil Circle, Hyderabad
 ZONE : Hyderabad Civil DIVISION : BSNL Civil Division - Warangal

Item Rate Tender & Contract for Works:

- (A) Tender for the work of **“Transporting & Assembling/fixing of available Container materials for BTS site at Pandalwada, Adilabad OA in Nizamabad BA.”**
- (i) To be submitted by **15:00 Hours** on **18.05.2023** to Office of the Executive Engineer (Civil), BSNL Civil Division - Warangal.
- (ii) To be opened in presence of tenderer who may be present at **15:30 Hours** on **18.05.2023** in the office of the Executive Engineer (Civil), BSNL Civil Division - Warangal.

T E N D E R

I/ We have read and examined notice inviting tender, schedule, A, B, C, D, E & F. specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents 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 18 of the Conditions of the contract and with such materials as are provided for, by and in respect in accordance with, such conditions so far as applicable.

I/ We agree to keep the tender open for **30 (thirty) days** from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/we withdraw my/our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to take any action as deemed appropriate by the Tender Inviting Authority.

EMD for an amount of Rs. **1,300/-** has been submitted along with all other eligibility credentials as sought in the tender document. 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 take any action as deemed fit otherwise the said EMD shall be retained by competent authority on behalf of the Bharat Sanchar Nigam Limited 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 **Tender Value** exceeding Rs 15,00,000/-, to deposit an amount equal to **3%** of Tendered value of the work as performance guarantee in the form of bond of any Scheduled Bank of India in accordance with the proforma prescribed or in the form of Fixed Deposit Receipt etc., within 15 days of the issue of letter of acceptance of Tender by the BSNL. I/We am/are aware that in the event of failure on my/our part to furnish the Bank Guarantee within 15 days, the tender may be cancelled and action as deemed fit may be initiated against Me / Us.

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, the tender may be cancelled and any action as deemed appropriate may be taken including debarring against future participation in Tenders in BSNL.

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

I/ We hereby declare that the GSTIN number of the State in which the services are being provided is _____

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

Witness:	()
Address:	Signature of Contractor
Occupation:	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
2. Additional Specifications

SCHEDULE“E”

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

CLAUSE10

Component of Materials expressed As percent of Total Value of Work	“X”	75%
Component of Labor 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 : **Transporting & Assembling/fixing of available Container materials for BTS site at Pandalwada, Adilabad OA in Nizamabad BA.**

Estimated Cost : **Rs. 64,928/-**

Earnest Money **Rs. 1,300/-**

Performance Guarantee

(3% of the tendered Value in the form of Bank Guarantee From Scheduled Bank in respect to works With estimated cost put to tender Exceeding Rs.15Lakhs) Rs_____ (Rupees_____)

Security Deposit

(10% of the tendered value for works with Tender value up to Rs.15Lakhs)

(3% of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of Works with Tender Value exceeding Rs.15Lakhs) Rs_____ (Rupees_____)

Office inviting tender Executive Engineer (Civil),
BSNL Civil Division - Warangal.

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 - Warangal.
- 2(viii) Accepting Authority Executive Engineer(C),
BSNL Civil Division - Warangal.
- 2(x) Percentage on cost of materials and Labour to cover all over heads and profit 10%
- 2(xi) Standard Schedule of Rates D.S.R – 2021 with up to date correction slips. Rates Multiplied by 110/115.
- 9(ii). Standard BSNL Contract Form BSNL W-8(modified and corrected with up to date Correction slips as on the date of opening of tenders)

Clause 18

Specification to be followed for

CPWD specification volume I & II of 2009 with up to date execution of work with up to date correction slips.

Clause 12

12.2& 12.3 Limit for value of any item of any individual Trade beyond which sub clauses (i) to (v) shall not be applicable

50% (fifty percent)**Clause 16**

Competent authority for deciding reduced rates.

Joint Chief Engineer (Civil),
BSNL Civil Circle, Hyderabad**Clause 36**

Requirement of Technical Staff and rate of recovery in case of non-compliance shall be as per the following table:

S.No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience in years	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	words
NIL							

Clause 37(i)Extent of Goods & Service Tax payable by **Contractor** for Building and Construction works**Applicable for Works contract as per extant GST Act with up to date amendment.****Clause 42**

i)(a) Schedule / statement for determining theoretical quantities of cement on the basis of

Central Public Works Department,
Delhi Schedule of rates 2018 with up to date correction slips printed by CPWD.**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 5lakhs

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	Rs.5,433/-Per MT
2	For Reinforcement Steel conforming to BIS 1786 (Fe 500 D Grade)- TMT bars	Rs.35,892/-Per MT

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

APPENDIX XV

Notice for appointment of Arbitrator
(Refer clause 25)

To
The Chief Engineer (Civil)
-----Zone

Dear Sir,

In terms of clause 25 of agreement, particulars of which are given below. I/We hereby give Notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant :
Whether applicant is individual / Proprietary firm / Partnership firm / Limited company
2. Full address of the applicant
3. Name of the work and contract number in which arbitration sought
4. Name of the Division which entered in to contract
5. Contract amount in the work
6. Date of contract
7. Date of initiation of work
8. Stipulated date of completion of work
9. Actual date of completion of work (if completed)
10. Total number of claims made
11. Total amount claimed
12. Date of intimation of final bill (if work is completed)
13. Date of payment of final bill (if work is completed)
14. Amount of final bill (if work is completed)
15. Date of request made to SE for decision
16. Date of receipt of SE's Decision
17. Date of appeal to you
18. Date of receipt of your decision

Specimen signature of the applicant
(Only the person / authority who signed the contracts should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose the following documents.

1. Statement of claims with amount of claims
- 2.
- 3.
- 4.

Yours faithfully,

Signature(s)

Copy in duplicate to:

The Executive Engineer (C)
BSNL Civil Division No –

SCHEDULE - D

ADDITIONAL CONDITIONS (GENERAL)

(Para 3.1 to Para 3.2.6 (in pages 109 to pages 104) under Additional conditions in BSNL booklet on General conditions of contract for building works may be treated as deleted.)

1.0 CEMENT

- 1.1 The contractor shall procure 43 grade (conforming to IS:8182) ordinary Portland cement/ Portland Pozzalona Cement (conforming to IS:1489) as required in the work, from reputed manufacturers of cement having a production capacity of one million tonnes or more per annum such as ACC, Ultratech, ZUARI, Birla and Cement Corporation of India, Gujarat Ambuja etc., as approved by the Ministry of Industry , Government of India and holding license to use ISI certification mark for their product and from the manufactures specified as per the list of recommended makes given in the annexure . 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 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 from 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.
- 1.2 The cement shall be brought at site in bulk supply of approximately 10 tonnes or as decided by the Engineer-in-Charge.
- 1.3 The cement godown of the capacity to store a minimum of 200 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 cement godown. The keys of one lock shall remain with Engineer-in-Charge or his authorized representative and keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge or his authorized representatives.
- 1.4 The cement shall be got tested by the Engineer-in-Charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The frequency and details of the tests shall be decided by the Engineer- in-Charge depending on the quantum of supply in each batch. The cost of tests shall be borne by the contractor / Department in the manner indicated below:
 - (a) By the contractor, if the results show that the cement does not conform to the relevant BIS codes.
 - (b) By the Department, if the results show that the cement conforms to relevant BIS codes.
- 1.5 The actual issue and consumption of cement on work shall be regulated 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 and shall be governed by the conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at rate so prescribed shall be made. In case of excess consumption no adjustment shall be made.
- 1.6 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.

- 1.7 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.
- 1.8 The cement bags shall be stacked on proper floors consisting of two layers of dry bricks laid on well consolidated earth at a level of at least one foot above ground. The stacks shall be in rows of 2 and 10 bags high with minimum of 0.6m clear. Bags should be placed horizontally continuous in each line. Actual size / shape of go down shall be as per site requirement and nothing extra shall be paid on this account. The decision of Engineer-in-charge regarding capacity shall be final.
- 1.9 Cement register for the cement shall be maintained at site. The account of daily receipts and issues of cement shall be maintained in the register in the proforma prescribed and signed daily by contractor or his authorized agent.
- 1.10 A Certificate from the manufacturer indicating the percentage of Fly ash in each batch of cement shall be obtained and submitted to the Engineer-in-charge for his approval when PPC is proposed to be used in work. PPC shall be permitted only after prior approval of Engineer-in-charge.

2.0 STEEL

- 2.1 The contractor shall procure TMT bars of Fe 500D grade from primary producers such as SAIL, TISCO or RINL as approved by the Ministry of Steel and from the manufactures specified as per the list of recommended makes given in the annexure. The TMT bars procured from primary producers shall conform to manufacturer's specifications. The specifications of TMT bars procured from primary producers shall meet the provisions of IS 1786: 2009 pertaining to Fe500 D grade of steel.
- 2.2 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.
- 2.3 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 2.1 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's time of written orders from the Engineer-in-charge to do so.
- 2.4 The steel reinforcement bars shall be brought to the site in bulk supply as decided by the Engineer-in-Charge.
- 2.5 The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- 2.6 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, and at frequency not less than that specified below:-

Size of bar	For consignment below 100 tonnes	For consignment over 100 tonnes
Under 10mm dia	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10 mm to 16mm dia	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16 mm dia	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

- 2.7 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:
- a) By the contractor, if the results show that the steel does not conform to relevant BIS codes.
 - b) By the Department, if the results show that the steel conforms to relevant BIS codes.
- 2.8 The actual issue and consumption of steel on work shall be regulated and proper accounts shall be 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 needs to be made.
- 2.9 The steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.
- 2.10 The contractor shall furnish to BSNL all the purchase invoices for cement and Steel for every consignment.

3 INSPECTION OF SITE

The Contractors must 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. The site is available for work. The contractor shall, immediately on issue of letter of acceptance of tender, make arrangements for starting the work.

- 4 The Contractor shall, if required by him, before submission of the tender, inspect the drawings in the Office of the Engineer-in-Charge. 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.
5. Information about the soil and sub-soil water conditions, if made available to the contractor, shall be in good faith for guidance only, and the contractor is advised to obtain the details directly as may be considered necessary by him before quoting rates in tender. No claim whatsoever on account of any discrepancy between the sub-surface strata conditions that may be actually encountered at the time of execution of the work and those given in tender documents, in-accuracy or interpretation thereof shall be entertained from the contractor under any circumstances. The ground water table is a variable condition and the information, if any, given shall be indicative only and it may vary from time to time.

- 6 Unless otherwise specified in the schedule of quantities, the rates of all items of work shall be considered as inclusive of executing all work, wherever required, in or under water and/ or liquid mud, including bailing out water encountered from any source such as rain, floods, tides ingress of water through pressure relieving sleeves left during PCC at base, sub-soil water table being high and / or any other source whatever. During entire execution of work, the contractor shall carry out dewatering (at his own cost), as and when required or required or specified herein. Nothing extra shall be payable on this account.
- 7 The excavated earth may be required to be disposed and kept outside the site of work due to congested site conditions. Any charges towards the cartage of the excavated earth from the site of work to any other place (which shall be arranged by the contractor on his own) and bringing back the excavated earth required for back filling as per the site condition shall be borne by the contractor. The expenditure incurred in arranging the aforesaid place for keeping the excavated earth shall also be borne by the contractor. Nothing extra shall be paid by BSNL on this account.
- 8 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.
- 9 Unless otherwise provided in the Schedule of Quantities, the rates quoted by the Contractor shall be inclusive of carrying out the works at and / or upto all heights, lifts, leads and depths. The contractor shall make all arrangements for the same. Nothing extra shall be payable on this account, except for additional height in centering and shuttering over a height of 3.50m.
- 10 The contractor will be permitted to erect labour huts, material go-down etc which should be dismantled and removed from the site soon after completion of work. The labour huts shall be erected on the site as per the rules of the local bodies and the approval of the client authorities. He shall make his own arrangements for stores, field office etc. Before tendering, he shall visit the site and assess the manner in which he is able to arrange the above facilities. The Engineer-in-Charge shall in no way be responsible for any delay on this account and no claim, whatsoever, on this account shall be entertained. Nothing extra shall be payable on this account.
- 18 All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, barricading, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on this account.

12 SUBMISSIONS AFTER AWARD OF WORK

The Contractor shall submit the following details after award of work:

- a. List of Equipments proposed to be deployed for this work is to be mandatorily provided and deployed by the contractor.
 - b. Site organization chart with Bio-data of Site Engineer and Key Personnel proposed to be deployed at site.
 - c. The details of shuttering material proposed to be used to complete the entire R.C.C structural work shall commensurate with overall stipulated period for completion of work.
 - d. The contractor shall prepare and submit a tentative Bar Chart clearly indicating the various activities, in a manner to complete the entire work covered under this tender within the stipulated period and as per milestones.
- 13 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 any 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 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. He shall protect and indemnify BSNL 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.
- 14 Royalty at the prevalent rates shall be paid by the Contractor or the RMC supplier as per the terms of supply between them on all materials such as boulders, metals, sand and bajri etc. collected by him for the execution of the work, directly to the revenue authority of the state government concerned. Nothing extra shall be payable on this account.
- 15 The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify BSNL from any and all damages and claims that may arise on any account. The Contractor shall indemnify BSNL against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify BSNL in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.

16 SIGN BOARDS

The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer-in-Charge. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, client / owner, etc. Nothing extra shall be payable on this account.

17 FACILITIES FOR SITE OFFICE

The Contractor shall provide, construct and maintain at all times during execution and till the completion of work, a temporary site office with adequate electric light fittings, fans, electric/ power points, switches etc for use of the Engineer- in-Charge and his authorized representatives. Such office shall be provided with suitable partitions, doors, windows, locking arrangement. All the water and electricity charges (for running these fittings and equipment's as per the requirement) shall be borne by the contractor. The entire site office and its surroundings shall be maintained in a neat and clean condition by the Contractor for the entire duration of the construction. The premises / facilities provided by the contractor shall be demolished/ dismantled / disconnected and material carted away by him at his own cost after the completion of work or as directed by Engineer-in-Charge. The rates quoted by the Contractor shall be inclusive of providing and maintaining such facilities and nothing extra shall be payable on this account.

18 TEMPORARY WATER / ELECTRICITY CONNECTION FOR CONTRACTOR

Arrangement of temporary water and electricity required by him, shall be made by the Contractor at his own cost and also necessary permissions shall be obtained by him directly from concerned authorities, under intimation to the BSNL. Also, all initial cost and running charges, and security deposit, if any, in this regard shall be borne by him. The Contractor shall abide by all the rules/ bye laws applicable in this regard and he shall be solely responsible for any penalty on account of violation of any of the rules / byelaws in this regard. Nothing extra shall be payable on this account.

- (a) The Contractor shall be responsible for maintenance and watch and ward of the complete installation and water / electricity meter and shall also be responsible for any pilferage, theft, damage, penalty etc. in this regard. The Contractor shall indemnify BSNL against any claim arising out of pilferage, theft, damage, penalty etc. whatsoever on this account. Nothing extra shall be payable on this account.
- (b) BSNL shall in no way be responsible for either any delay in getting electric and/or water connections for carrying out the work or not getting connections at all. No claim of delay or any other kind, whatsoever, on this account shall be entertained from the Contractor. Also contingency arrangement of stand-by water & electric supply shall be made by the Contractor for commencement and smooth progress of the work so that work does not suffer on account of power failure or disconnection or not getting connection at all. No claim of any kind whatsoever shall be entertained on this account from the Contractor. Nothing extra shall be payable on this account.
- (c) The Contractor shall arrange electricity at his own cost for testing of the various electrical installations as directed by Engineer-in-Charge and for the consumption by the contractor for executing the work. Also all the water required for testing various electrical installations, fire pumps, wet riser / fire fighting equipments, fire sprinklers etc. and also testing water supply, sanitary and drainage lines, water proofing of underground sump, overhead tanks, water proofing treatment etc. shall be arranged by the contractor at his own cost. Nothing extra shall be payable on this account.

19 SUBMISSION OF PROGRESS REPORTS BY CONTRACTOR:

The contractor shall submit monthly progress report of the work in a computerized form. The progress report shall contain the following, apart from whatever else may be required as specified:

- i) Construction schedule of the various components of the work through a bar chart for the next 3 months (or as may be specified), showing the milestones, targeted tasks and up to date progress.
- ii) Progress chart of the various components of work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.

The contractor has to furnish monthly progress report, both physical and financial, as per proforma given below.

A. PHYSICAL :

Name of item	Quantity as per agreement	Quantity executed during the month	Total up to date quantity executed	Anticipated balance quantity

B. FINANCIAL

Total tendered amount	Work done during the month	Total amount of work done up to date	Anticipated amount of balance work

The contractor has to submit the progress report to the division office by 10th of every month duly checked and certified by the JTO & SDE. The progress report shall be reviewed by the EE. The progress report shall be in quadruplicate as per the above proforma for the work done during that month. In case 10th day happens to be a closed holiday then the progress report will be submitted on the next working day.

20 INTEGRATED SERVICE DRAWINGS

Before taking up the work, the contractor shall prepare integrated drawings for various civil and electrical services showing details of lay out plan including sectional elevations and submit the same for the approval of Engineer-in-Charge. Integrated drawings shall be prepared and submitted by the Contractor as per local Byelaws and as per the site conditions to facilitate convenient installation as well as maintenance. Nothing extra shall be payable on this account.

21 SPECIALISED AGENCIES:

- 21.1 The tenderer shall submit list of Specialized Agencies for the specified items of the civil work for executing the work and furnish the name of Specialized Agencies for various works.

- 21.2 The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material or engaging any specialized agencies. The Contractor shall make a detailed submittal with catalogues and highlighted proposed specifications. A list of works executed by the specialized agency is to be furnished to the Engineer-in-charge, for seeking prior approval. The specialized agency should have successfully completed at least one work of similar nature.
- 21.3 Save in exceptional circumstances, the main contractor shall not change the specialized agency. However, if the change is warranted, he may do so with the approval of Engineer-in-Charge. This shall however be without any change in the accepted rates of the contract agreement and without any cost implications to the Department.

22 PROTECTIVE / SAFETY MEASURES

Necessary protective and safety equipments shall be provided to the Site Engineer, workers & Supervisory staff by the Contractor at his own cost and used at site.

- 23** The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency may deploy adequate equipments, machinery and labour as required for the completion of the entire work within the stipulated period specified. Adequate number/sets of equipments in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the Contractor that all the equipments, Tools & Plants, machineries etc provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipments and machineries provided by the Contractor, on site of work or his work shop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted / removed from site without the permission of the Engineer-in-Charge.

24 DISPLAY PERMISSIONS

The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc under various labour laws and other regulations applicable to the works, at his site office.

25 REMOVAL OF 'CONSTRUCTION DEBRIS' ETC. FROM SITE

The Contractor shall not stack building material / construction debris / muck on the land or road of the local development authority or on the land owned by the client, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the Engineer-in-Charge, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account unless otherwise specified. In case, the Contractor is found stacking the building material / debris as stated above, the Contractor shall be liable to pay the stacking charges / penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer -in-Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

26 TOOLS AND PLANTS

No tools and plants including any special T&P etc. shall be supplied by the Department and the Contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account

27 COORDINATION WITH OTHER AGENCIES

The Contractor shall conduct his work so as not to interfere with or hinder the progress of the work being performed by other Contractors or by the Engineer-in-Charge. As far as possible, he shall arrange his work and place, so as not to interfere with the operations of other Contractors or shall arrange his work with that of the others, in an acceptable and coordinated manner and shall perform it in proper sequence.

28 FACILITIES BY THE CONTRACTOR TO THE OTHER CONTRACTORS / AGENCIES

The Contractor shall cooperate with and provide the facilities to other agencies working at site for smooth execution of the work. The Contractor shall

- a) Properly co-ordinate their work with the work of other Contractors.
- b) Provide control lines and benchmarks to other Contractors.
- c) Co-ordinate with other Contractors for leaving inserts, making chases, alignment of Services etc. at site.
- d) Adjust work schedule and site activities in consultation with the Engineer-in-Charge and other Contractors to suit the overall schedule completion.
- e) Resolve the disputes with other Contractor amicably and the Engineer-in-Charge shall not be made intermediary or arbitrator. The contractor shall indemnify the Department against any claim(s) arising out of such disputes.

29 The site of work shall be always kept clean due to constraints of space and to avoid any nuisance to the users of buildings in the adjacent plots. The Contractor shall take all care to prevent any water- logging at site. The wastewater, slush etc. shall not be allowed to be collected at site. It may be directly pumped into the creek with prior approval of the concerned authorities. For discharge into public drainage system, necessary permission shall be obtained from relevant authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.

30 PREVENTION OF NUISANCE AND POLLUTION

The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge.

The Contractor shall use such methodology and equipments for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire 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. Further, the Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. 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 occupants / users of adjoining buildings. No claim whatsoever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get first hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

31 SCAFFOLDING

Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed, by the Contractor. It shall be suitably braced for stability, with all the accessories, gangways, etc. With adjustable suitable working platforms to access the areas with ease for working and inspection. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. It shall be ensured that no damage is caused to any structure due to the scaffolding.

- 32** The Contractor shall maintain all the work in good condition till the completion of entire work. The Contractor shall be responsible for and shall make good, all damages and repairs, rendered necessary due to fire, rain, traffic, floods or any other causes. The Engineer-in-Charge shall not be responsible for any claims for injuries to person/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or of any other of his representatives, in his employment during the execution of the work. The compensation, if any, shall be paid directly to the Department / authority / persons concerned, by the Contractor at his own cost.
- 33** For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.
- 34** In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.
- 35** The Contractor shall make all necessary arrangements for protecting from rains, the work already executed and for carrying out the further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account.

36 SECURITY & TRAFFIC ARRANGEMENTS

In event of any restriction being imposed by the Department, traffic or any other statutory authority having control over the project, on the working or movement of labour, materials, etc., the Contractor shall strictly follow all such restrictions or instructions issued regarding the same and nothing extra shall be payable to the Contractor on account of such restrictions or instructions.

37 STORAGE OF MATERIAL AT SITE

No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer -in- Charge in this regard. Also all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

38 NO WAIVING OF LEGAL RIGHTS AND POWERS

The Engineer-in-Charge shall not be precluded or stopped from taking any measurements, and framing of estimates or detaining any certificates made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed and materials furnished by the Contractor and from showing that any such measurements, estimates or certificates untrue or incorrectly made and that Engineer-in-Charge shall not be precluded or stopped from recovering from the Contractor such damages as it may be sustained by reasons of his failure to comply with the terms and conditions of the contract.

39 FINAL TESTING OF THE INSTALLATION

The Contractor shall demonstrate trouble free functioning of all the Civil and E & M installations and services. The Engineer-in-Charge or his authorized representatives shall carry out final inspection of the various Civil and E & M services and installations. Any defect(s) noticed during demonstration shall be rectified by the Contractor at his own cost to the entire satisfaction of the Engineer-in-Charge. Nothing extra shall be payable on this account.

40 No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.

41 PLUMBING WORK.

The contractor shall employ the specialized agency for executing of plumbing work with the prior approval of Engineer – in – Charge.

42 COMPUTERIZED MEASUREMENTS AND BILLING

- a) The measurements shall be recorded and entered in computerized format in the first instance by the contractor, and a hard copy shall be submitted to the BSNL.
- b) These measurements shall be got checked by the Junior Telecom Officer / Sub Divisional Engineer/Executive Engineer. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to their draft computerized measurements, and submit to the BSNL the corrected computerized measurements in the form of a book, duly hard bound in red colour, and with its pages duly numbered.
- c) The Computerized Measurement Book shall be allotted a serial number by BSNL.
- d) The Computerized Measurement Book given by the contractor, duly bound, with its pages duly numbered, shall have no cutting or over-writing.
- e) In case of any error, the Computerized Measurement Book shall be cancelled, and the contractor shall re-submit a fresh Computerized Measurement Book. This should be done before the corresponding computerized bill is submitted to the BSNL for payment.
- f) The contractor shall submit as many copies of Computerized Measurement Books as may be required for the purpose of reference and record in the various offices of the BSNL.
- g) Nothing extra shall be paid on the above account.

ADDITIONAL CONDITIONS FOR CIVIL WORKS

1.0 SETTING OUT

The Contractor shall carry out survey of the work area, at his own cost, setting out the layout of building in consultation with the Engineer-in-Charge & proceed further. Any discrepancy between the architectural drawings and actual layout at site shall be brought to the notice of the Engineer-in-charge. It shall be responsibility of the Contractor to ensure correct setting out of alignment. Total station survey instruments only shall be allowed to be used for layout, fixing boundaries, centre lines, etc., along with theodolites. Nothing extra shall be payable on this account.

The Contractor shall establish, maintain and assume responsibility for grades, lines, levels and benchmarks. He shall report any errors or inconsistencies regarding grades, lines, levels, dimensions etc. to the Engineer-in-Charge before commencing work. Commencement of work shall be regarded as the Contractor's acceptance of such grades, lines, levels, and dimensions and no claim shall be entertained at a later date for any errors found.

If at any time, any error in this regard appears during the progress of the work, the Contractor shall, at his own expense rectify such error, if so required, to the satisfaction of the Engineer-in-Charge. Nothing extra shall be payable on this account.

Though the site levels are indicated in the drawings the Contractor shall ascertain and confirm by himself, the site levels with respect to benchmark from the concerned authorities. The Contractor shall protect and maintain temporary/permanent benchmarks at the site of work throughout the execution of work. These benchmarks shall be got checked by the Engineer-in-Charge or his authorized representatives. Nothing extra shall be payable on this account.

The work at different stages shall be checked with reference to bench marks maintained for the said purpose. The cost of carrying out lay outs at all stages including marking of reference points, center lines of the building etc. including construction/maintenance of said bench marks shall be deemed to be included in quoted rates quoted for various items. Nothing extra shall be payable on this account.

The approval by the Engineer-in-Charge, of the setting out of the alignment of the building, by the Contractor, shall not relieve the Contractor of any of his responsibilities and obligation to rectify the errors/ defects, if any, which may be found at any stage during the progress of the work or after the completion of the work.

The Contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the Contractor at his own cost to the entire satisfaction of the Engineer-in-Charge.

The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, preparatory works, working during monsoon, working at all depths, height and location etc. and any other incidental works required to complete this work. Nothing extra shall be payable on this account unless specifically mentioned in the item nomenclature.

2.0 QUALITY CONTROL AND TESTING OF MATERIALS

All the material to be used in the work shall bear ISI certification mark unless otherwise the make is specified in the items, particular specification and list of recommended makes of materials appended with this tender document. In case ISI mark materials or the materials mentioned in the tender documents are not available, the material to be used shall conform to CPWD specifications applicable to this tender, national or international code as approved by Engineer-in-Charge. In such cases, the Engineer-in-charge shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified, as first quality by the manufacturers/ suppliers shall be used in the work, unless otherwise specified. All material not having ISI mark, if allowed to be used in the work by Engineer-in-Charge, shall be tested as per relevant specifications, as approved by the Engineer-in- Charge.

- a) The Contractor shall procure and provide all the materials from the manufacturers / suppliers as per the list attached with the tender documents, as per the item description and particular specifications for the work. The equivalent brand for any item shall be permitted to be used in the work, only if approved by Engineer-in-charge or when the specified make is not available. Documentary evidence needs to be produced by the contractor for non availability of the brand specified and shall also be subject to independent verification by the Engineer-in-Charge. In exceptional cases, where such approval is required, the decision of Engineer-in- Charge as regards equivalent make of the material shall be final and binding on the Contractor. No claim, whatsoever, of any kind shall be entertained from the Contractor on this account. Nothing extra shall be payable on this account. Also, the material shall be procured only after the written approval of Engineer-in-Charge.
- b) All the materials to be used in the work, to give the finished work complete in all respects, shall comply with the requirements of the specifications and shall pass all the tests required as per specifications as applicable or such specifications / standards as directed by the Engineer-in- Charge.
- c) The tests, as necessary, shall be conducted in the laboratory approved by the Engineer – in -Charge. The samples shall be taken for carrying out all or any of the tests stipulated in the particular specifications and as directed by the Engineer-in-Charge or his authorized representative.
- d) The Contractor shall at his own risk and cost make all arrangements and shall provide all such facilities, the Engineer-in-Charge may require for collecting, preparing, forwarding the required number of samples for testing as per the frequency of test stipulated in the contract specifications or as considered necessary by the Engineer-in-Charge, at such time and to such places, as directed by the Engineer-in- Charge. Nothing extra shall be payable for the above.
- e) The Contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorized representative is not present or does not associate himself, the result of such tests and consequences thereon shall be binding on the Contractor. The Contractor or his authorized representative shall remain in contact with the Engineer – in – Charge or his authorized representative associated for all such operations. No claim of payment or claim of any other kind, whatsoever, shall be entertained from the Contractor.

The Contractor at his own expense shall supply materials, Labour for preparing and testing samples as required by the Engineer-in-Charge. The testing shall be carried out in the presence of the representative of the Engineer-in-Charge, if so directed by the Engineer-in-Charge.

- f) **Unless otherwise specified elsewhere in this tender document, the testing charges shall be borne by the Department only when the samples satisfy the provision specified and the samples conform to the requirement of the relevant specifications. If the results show that the samples do not satisfy the relevant specified criteria, the testing charges shall be borne by the contractor.**
- g) The Contractor shall at all reasonable times provide access to the Engineer-in-Charge or his authorized representative to the workshops, factories or other places where materials are stored, for inspection and/or collection of samples. Nothing extra shall be payable on this account.
- h) Materials (required for the work) procured by the Contractor shall be stored by the Contractor only at places, in standard profiles and in the manner, as per the manufacturer's specifications and as approved by the Engineer-in-Charge. Storage and safe custody of all materials shall be the sole responsibility of the Contractor.

3.0 STORAGE OF MATERIALS

The Contractor shall construct suitable godowns / sheds as per specifications for storing the materials safely, against damage due to sun, rain, dampness, fire, theft etc. He shall also employ necessary watch and ward for the purpose. The contractor shall take instructions from the Engineer-in-charge for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound walls are to be constructed. The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are under double lock system.

4.0 QUALITY ASSURANCE

The Contractor shall make available, on request from BSNL, for record, copies of challan, cash memos, receipts and other certificates, if any, vouchers towards the quantity and quality of Steel and Cement procured and the same shall be kept in record. These shall also provide information, on the name of the manufacturer, manufacturer's product identification, manufacturer's instructions, warning, date of manufacturing and test certificates (from manufacturers for the product for each consignment delivered at site), shelf life, if any etc., for the department to ensure that the material have been procured from the approved source and is of the approved quality, as directed by the Engineer-in- Charge. The day to day receipts and issue accounts of cement shall be maintained by the Engineer-in-Charge and signed daily by the contractor or his authorized agent. Nothing extra shall be payable on this account.

5.0 DEPLOYMENT OF CENTRING AND SHUTTERING:

The steel centring and shuttering and other connected materials required for work shall be made available within 10 days of stipulated date of start of work, The material so brought shall not be removed from the site of work, unless connected works are completed and approval of Engineer-in-Charge is obtained. The decision of the Engineer-in-Charge in this regard shall be final and binding upon the contractor.

- 6.0 Some restrictions may be imposed by the local police etc. on the working time and for movement of labour, materials etc. the contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- 7.0 The works shall be carried out in a 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 and/ or as directed by the Engineer-in-charge and nothing extra will be paid on this account. 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. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges, which he may be liable.

8.0 MINES & QUARRIES - RECOVERY OF SEIGNIORAGE CHARGES FROM THE BILLS OF THE CONTRACTORS.

Royalty at the prevalent rates shall be deducted from the bills of the contractors on the materials (Where royalty is payable, like boulders, sand etc) as per **Government of Telangana Circular G.O.M.S. No. 67 Dated 25.9.2015**. (If any gazette notification is issued by Government of Telangana in lieu of the above, the same shall prevail). The quoted rate of the contractor shall be inclusive of such royalty and taxes etc and nothing extra shall be payable on this account.

- 9.0 The contractor will have to work according to the program of work, approved by the Engineer-in-charge.
- 10.0 Water charges: Clause 31A of BSNL W-8 for water supply is not applicable since the contractor has to arrange water for construction purposes. And this water shall be tested from a recognized laboratory periodically as directed by the Engineer-in-Charge. Testing charges will be borne by the contractor.
- 18.0 The contractor shall get the samples of various materials, fittings to be used in work approved well in advance from the Engineer-in-Charge before placing orders. 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.
- 12.0 In case of concrete and reinforced concrete work, for which the contractor shall be required to make arrangement for carrying out compression strength tests at his own cost. 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.
- 13.0 The structural and architectural drawings shall at all times be properly correlated before executing any work. In case of any discrepancy in the items given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-Charge.

Correction Slip no.5

(To GCC for civil works-2006)

Clause No.	Present Provision in the clause	Modified provision in the clause
37(i)	Sales Tax/VAT (except Service Tax). 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. However, in respect of Service Tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-charge after satisfying that it has been actually and genuinely paid by the contractor.	GST, 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.
38(i)	All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respect statute. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt tender including extensions, if any, and the contractor thereupon necessarily and properly pay such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.	All tendered rates shall be inclusive of all taxes and levies viz.GST, Building and other Construction Workers Welfare Cess or any other tax or cess in respect of this contract payable under respective statutes. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the delay in execution of work within the control of the contractor.

Correction Clip No.6
(To GCC for civil works – 2006)

Clause No.	Present Provision	New Provision
Clause 7	<p>NO payment shall be made for work, rates as decided by Engineer – in – Charge.</p> <p>The amount admissible will as far as possible be paid by <u>10th</u> working day after the day of presentation of the bill by the contractor to the Engineer-in-charge or his Asst Engineer together with the account of the material issued by the BSNL or dismantled materials, if any, in the case of works outside the head quarter of the Engineer-in-charge the period of <u>ten</u> working days will be extended to <u>fifteen</u> working days</p> <p>All such interim payment..... detailed measurement thereof.</p>	<p style="text-align: center;">No change</p> <p>The amount admissible will as far as possible be paid by <u>45th</u> working day after the day of presentation of the bill by the contractor to the Engineer-in-charge or his Sub-Divisional Engineer together with the account of the material issued, or dismantled materials, if any. In the case of works outside the head quarter of the Engineer-in-charge, the period of <u>45 (Forty Five)</u> working days will be extended to <u>60 (Sixty)</u> working days.</p> <p>No change</p>

Correction Slip No.7

(To GCC for Civil Works – 2006)

Clause para of BSNL 6/8	Existing Provisions	Modifications proposed
General Rules and Directions Para 13	The contractor whose tender is accepted, for an amount exceeding Rs.15.00 Lakhs (Rupees Fifteen Lakhs) will be required to furnish an irrevocable PERFORMANCE GUARANTEE of 5% (Five Percent) of the tendered amount in addition to the other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of Acceptance of Tender. This guarantee shall be in the form Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India.	The contractor whose tender is accepted, for an amount exceeding Rs.15.00 Lakhs (Rupees Fifteen Lakhs) will be required to furnish an irrevocable PERFORMANCE GUARANTEE of 3% (Three Percent) of the tendered amount in addition to the other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within the period as indicated in Schedule-F . This guarantee shall be in the form Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in Schedule F.
Clause 5.1.1	Further, in case of works estimated to cost above Rs. 10 Lakhs, the contractor shall, as soon as the contract is awarded, submit a Time and Progress Chart for each mile stone and get it approved by the Engineer – in- Charge. The Chart shall be prepared in direct relation to the time stated in the contract document for completion of items of work and can be based ...	The Contractor shall submit a Programme Chart (Time and Progress) for each milestone along with performance guarantee and get it approved by the Engineer – in- Charge. The Chart shall be prepared in direct relation to the time stated in the contract document for completion of items of work and can be based
Clause 7A	No Provision	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 are submitted by the contractor to the Engineer-in-Charge.

<p>Clause 19</p>	<p>-----</p> <p>The contractor shall register himself under Building and Other Construction Workers (Regulation of Employment & Condition of service) Act 1996 & under Building and Other Construction Workers (Regulation of Employment & Condition of service) Act 1998 and Building and Other Construction Workers Welfare Cess Act 1996 and Building and Other Construction Workers Welfare Cess Rules 1996 AND shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as amended from time to time, before the commencement of the work and continue to have these validated until the completion of the work.</p> <p>-----</p>	<p>-----</p> <p>The contractor shall register himself under Building and Other Construction Workers (Regulation of Employment & Condition of service) Act 1996 & under Building and Other Construction Workers (Regulation of Employment & Condition of service) Act 1998 and Building and Other Construction Workers Welfare Cess Act 1996 and Building and Other Construction Workers Welfare Cess Rules 1996 AND shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as amended from time to time, before the commencement of the work and continue to have these validated until the completion of the work. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.</p> <p>-----</p>
------------------	--	---

Special Conditions on GST

1	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 Vendor to comply with the relevant laws/regulations applicable in India or overseas. Vendor undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL from any of the amounts due to the vendor.
2	Tax deducted at source	Nothing contained herein in the agreement shall prevent BSNL from deducting tax at source if required under GST Act and GST regulations, any law or any regulation.
3	GST invoice	It shall be the responsibility of Vendor to raise appropriate tax invoice as per the 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 Vendor. Further all tax invoices should be sent to BSNL promptly, subsequent on uploading in GSTN portal, failing which bill payment will not be made and BSNL shall not be liable for any such delays, if the vendor could not obtain the Input Tax credit (ITC) due to this delay. .
4	Advance payment	Where in terms of the agreement, BSNL pays advance amount to Vendor for supply of goods/ services, it shall be the responsibility of Vendor to issue GST compliant receipt voucher or such other document as may be prescribed by BSNL. Further Vendor would be required to issue refund voucher as prescribed under GST Act in case no supply is made and no invoice is raised.

LIST OF RECOMMENDED MAKES OF MATERIALS FOR CIVIL WORKS

The list of recommended makes of materials is give below. The conditions given in para 2.0 under “Additional conditions for civil works” of the tender document shall apply for the same.

<u>APPENDIX -I</u>	
LIST OF PREFERRED MAKES FOR CIVIL/SANITARY WORKS	
Material	Preferred Make
Earthwork.	
Grouting Compound.	Fosroc, HILTI, Laticrete
Concrete Works	
Ordinary Portland Cement (Grey) (43 Grade) conforming to IS 1489(Part 1) / Portland Pozzalona Cement (conforming to IS:1489)	ACC, Ultratech, Gujarat Ambuja, priya, Zuari, CCI
Water Proofing Compound	Fosroc ,Sika, Pidilite, CICO
RCC Works	
Reinforcement Steel	SAIL, TISCO, RINL
Ready Mix Concrete	L&T, Birla Ultratech, Lafarge, Aparna and ACC
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.
Factory made precast RCC perforated drain covers	Kittu ,KK, Advent,Newtech
Brick work	
Fly ash cement (Non modular) bricks conforming to IS:12894-2009, class designation 7.5	M/s Prakash International Ltd., M/s Aparna Enterprises Ltd.
Stone work	
Rigid PVC pipes-working pressure 4kg/cm ²	Supreme, Prince, Sudhakar, Astral
Wood & PVC Work	
Flush door shutter	Kitply, Standard, Kutty, Anand, Green Ply, Century

LAMINATES	Greenlam/Formica/Merinolam/Royal Touch/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.	Saint Gobain/Modi Float/Asahi
Aluminium Door fittings.	Everite, Jyothi, Classic, Amit
Hydraulic door closer	Everite, Hardwyn, Dorma
Marine plywood.	Kenwood, Kityply, Greenply.
PVC Door shutter	Rajashri, Sintex.
Steel work	
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 Metdoors
Stainless steel (Grade 304)	Salem, Jindal, SAIL
Flooring	
White Cement.	Birla White/J.K. white.
Vitrified ceramic tiles.	NITCO, RAK, Kajaria
Ceramic glazed tiles	NITCO, RAK, Kajaria
Pre polished designer cement concrete exterior floor tiles	M/s Hindusthan Tiles or approved equivalent
Granite/ Shabad/Tandur	Samples are to be displayed in Office of Executive Engineer
Roofing	
Rigid PVC rain water pipes	Supreme, Prince, Sudhakar, Astral
PVC moulded fittings/ Accessories for unplasticised Rigid PVC rain water pipes	Supreme, Prince, Sudhakar, Astral
Pre-coated galvanized iron profile sheets	Tata-blue scope, Jindal, Trackdeck
Finishing	

Cement based wall care putty	Birla wall care, JK
Texture plaster finish with base texture	NCL ALLTEK , Spectrum
Acrylic Distemper/Plastic emulsion, primers, exterior emulsion	Asian Paints, ICI, Berger, Nerolac (with low VOC content)
Synthetic Enamel Paint.	Asian Paints, ICI, Berger, Nerolac (with low VOC content)
Water proof cement paint.	Snowcem, Nitcocem.
Anti Corrosive Bitumastic Paint	Asian/Berger/Shalimar
Aluminium Work	
Aluminium sections.	Jindal, Indal, Hindalco,
Floor springs	Ozone, Hardwyn, Everite, dorma.
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
Sanitary Installations	
Vitreous China Sanitary Ware	Hindware or approved equivalent
Centrifugally cast (spun) Iron Pipes & Fittings.	NECO or any other B.I.S. marked product & fittings.
Mirror Glass.	Saint Gobain, Modiguard, Asahi.
PVC gratings.	Prince/Prayag.
CP fittings & accessories.	JAQUAR or approved equivalent
PTMT Fittings	Prayag or approved equivalent
Water Supply	
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 (with ISI mark embossing only) or equivalent
Drainage	
RCC Pipes	Indian Hume Pipe , Srinivasa Pipes , Sri Venkateshwara spun pipes
Stone ware pipes & Gully traps.	Perfect, Hind or Crystal.
CI Manhole cover	Neco, BIC
SFRC Cover and grating	Kittu , KK, Advent, Newtech
Chemical compounds for structural repairs	FOSROC, BASF

Certificate on near relatives working in BSNL

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.

Contractor

SCHEDULE OF QUANTITIES

NIT NO. 06 / BCD - WGL / 2093 - 2094 Dt. 09.05.2093

Name of Work : Transporting & Assembling/fixing of available Container materials for BTS site at Pandalwada, Adilabad OA in Nizamabad BA.

S.No.	Description of Item	Quantity	Rate (Rs)	Unit	Amount(Rs)
1	<p>Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge)</p> <p>0.50 mm (+ 0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineerin- charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.</p> <p>(Rate in words.....)</p>	8.00	Sqm	One Square Metre	
2	<p>Assembling BTS shelter of size 2.13m x 3.13m x 2.73m with available Aluminium PUF panels including laying the bottom with plywood panels and anti-static flooring using necessary silicon sealant, aluminium rivets, SR adhesive for fixing the anti-static flooring or any other consumables and arranging sealant applying guns, rivet fixing guns as required for assembling the shelter. The work shall be carried by specialised fabricator as directed by Engineer-in-charge. (Shelter material supplied by the dept. Cost of plywood, antistatic flooring paid separately)</p> <p>(Rate in words.....)</p>	1.00	job	One Job	

- 3 Shifting of the material like Aluminium PUF panels , sandwich panels, 2nos of girders (I-sections) etc required for assembling BTS shelter of size 2.13m x 3.13m x 2.73m by mechanical transportation through private carrier including collecting from BSNL stores, Admn. compound Adilabad to Pandalwada site in Adilabad OA including loading, transportation and unloading and waiting charges etc. (Note : Rate includes cost of labour required for sorting of the required shelter material from the available material at stores, lifting, loading of the shelter materials into the vehicle and unloading the same at the site including waiting charges etc., complete as directed by the Engg-in-charge.

1.00 job

Each Job

(Rate in words.....)

- 4 Providing and laying of 2.00 mm thick Antistatic polyvinyl chloride sheet of approved brand on a smooth and damp proof base using rubber based adhesives (viz. Dunlop 8753 or equivalent) including providing 25 mm wide copper strip fixed to floors with rivets / nails where ever required as per manufacture specifications & as directed by the Engineer-in-charge.

6.05 Sqm

One Sqm

(Rate in words.....)

- 5 Supplying plain lining with necessary screws/nuts & bolts/nails complete as per direction of Engineer-in-charge.

a) 18mm thick commercial ply conforming to IS : 1328 BWR type.

6.05 Sqm

One Sqm

(Rate in words.....)

Total : _____

CONTRACTOR

Executive Engineer (Civil)