

APPLICATION FOR ISSUE OF TENDER DOCUMENTS

(Separate application is to be given for Individual works)

To

The Executive Engineer(C),
BSNL Civil Division,
Jammu.

Sub: **“Construction of 40 m high NBLW tower including construction of tower foundation, tower erection, painting & allied works at Dori Dager”**

Sir,

1. I am/we are registered with DOT/ BSNL as Class _____ Contractor(s) (copy enclosed) and our registration number is _____. It is certified that as on date, the said registration is valid upto _____.
2. I am / we are Non-BSNL registered contractor(s)(copy enclosed), registered with the _____(name of the enlisting organisation). Also particulars of the authority, class and the limit of amount upto which I am/ we are eligible to tender are furnished below:

Enlisting Authority (name & address)	Class of registration	Tendering Limit (Rs. In Lakhs)

3. It is certified that this/these above mentioned registration(s) is/are valid as on date and I/We shall inform the Department myself/our-self as soon as my /our registration expires or is cancelled/ revoked.
4. The attested copy of the valid Sales Tax Clearance certificate (ST-64) issued by the Sales Tax Department, Government of J&K is enclosed herewith.
5. The copies of documents showing eligibility credentials i.e requisite work experience as prescribed in BSNL W-6 shall be submitted in the sealed envelope no.-1 in accordance with Clause 9.2.1 of BSNL W-6.
6. The declaration is hereby given in respect of Para 14 of BSNL-6, which will become part of the agreement.

I, _____ S/o _____ R/o _____
_____ hereby certify that none of my / our relative(s) as defined in Para 14 of BSNL-6 is / are employed in BSNL J&K Civil Zone. In case at any stage, it is found that information given by me / us is falls / incorrect, BSNL shall have the absolute right to take any decision as deemed fit without prior intimation to me / us.

7. The declaration is hereby given which will become part of the agreement.
 "I / We _____ do hereby solemnly declare that I shall abide by all the rules/ condition/ provisions of J&K EPF Act/Scheme 1961. In case of default by the undersigned, the sole responsibility shall be mine / us".
8. I am/We are enclosing _____ number of sheets including attested copies of documents listed at Sr. No: 1, 2, & 4 above along-with my /our application.
9. I / We will produce the original documents of all the attested copies submitted herewith whenever required by the department.
10. I / We request that tender documents may please be issued to me for participating in tender.

Yours faithfully,

(CONTRACTOR)
 (Contractor's signature along with seal)

NAME : _____

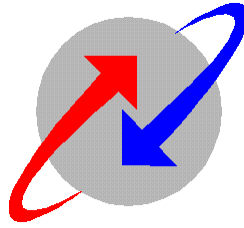
ADDRESS: _____

Phone: _____ Fax _____

: _____

email id: _____

: _____



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

TENDER DOCUMENT

FOR
THE WORK OF

“Construction of 40 m high NBLW tower including construction of tower foundation, tower erection, painting & allied works at Dori Dager.”

BSNL CIVIL DIVISION, JAMMU

Name of Contractor: _____

**Executive Engineer(C)
BSNL Civil Division,
Jammu**

INDEX
OF
TENDER DOCUMENT

Sr. No.	Item description	From	To
1	Cover Page	1	1
2	Index	2	2
3	Important Instructions to all tenderer	3	3
4	Important instructions to the tenderer who had downloaded the tender document from website	4	4
5	Declaration for tenderers who had downloaded the tender from website	5	5
6	BSNL W-6	6	11
7	BSNL W-7/8(Abridged form)	12	14
8	Performa of schedules	15	18
9	List of make/brands of various items	19	19
10	Additional conditions, Additional Specifications and Important Notes	20	23
11	Additional conditions and specifications for Cement and Steel	24	30
12	Amendment and Correction Slips	31	42
13	Proforma of Guarantee Bond	43	43
14	Proforma of Agreement	44	45
15	Schedule of Quantities	46	51

IMPORTANT INSTRUCTIONS TO ALL TENDERERS
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All tenderer should read the following important instructions carefully before actually quoting rates:-

1. The tenderers should read carefully & understand Tender form **BSNL W - 8, Bharat Sanchar Nigam Limited "General Conditions of Contract for Civil Works (2006) with correction Slip Nos: 1 & 2, Schedule of quantity etc.**, before quoting for the work.
2. The schedule of items, estimated cost etc in this contract are based on CPWD **DSR 2007** and CPWD Specifications - 2009 Volume I to II with up to date Correction Slip.
3. The tenderers **who have downloaded the tender document from the web** should read the important instructions & declaration given in pages '4' & '5' carefully before submitting the tenders.

CONTRACTOR

EXECUTIVE ENGINEER(C)

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

The tenderers, who have down loaded the tenders 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 AND ensure that the **complete tender document** including schedule of Quantities have been down loaded AND there are 2+51 Pages in all in the tender document.
2. The printout of tender document should be taken on A4 size paper only & printer settings etc. are such that document is printed as appearing in the web & there is no change in the formatting, no. of pages etc.
3. The tenderer should ensure that **no page** of the down loaded tender document is **missing**.
4. The tenderer should ensure that all pages of the down loaded tender document are **legible and clear** and are printed on a good quality paper.
5. The tenderer should ensure that **every page** of the downloaded tender document, is **signed by tenderer and stamped (seal)**.
6. On page no.12 of the down loaded tender document the name of the tenderer should be filled by the tenderer.
7. The tenderer should ensure that the down loaded tender document is **properly bound and sealed** before submitting the same.
8. The Loose / Spiral bound tenders not properly sealed shall be summarily rejected.
9. In case of any correction / addition / alteration / omission in the downloaded tender document, it shall be treated as non-Responsive and shall be summarily rejected.
10. The tenderer shall furnish a declaration to this effect that no addition / correction / alteration / omissions have been made in the tender document submitted, and it is identical to the tender document appearing on Web site.
11. (a) The tenderer should read carefully and **sign the declaration** given on the next page before submitting the tender.

(b) Tenderer must submit along with eligibility credentials in envelope - 1 an application for participation as published on the WEB site and declarations as required in terms of Para 14 of the NIT condition (BSNL W -6). The tenderer must also submit the declaration as prescribed under Para 23 of NIT condition along with eligibility credentials in envelope - 1.
12. The **cost of tender** should be submitted along with the E.M.D. as detailed in NIT.
13. In case of any doubt in the down loaded tender, the same should be got clarified from the O/o Executive Engineer, BSNL Civil Division, Jammu before submitting the tender.
14. In case of partnership firm, an attested copy of partnership deed must be given along with eligibility credentials in envelope - 1.

Contractor

Executive Engineer (C)
BSNL Civil Division
Jammu

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 corrections / additions / alteration / omission 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 and that all pages of Tender document submitted by us are **clear and 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 the EMD.
- 8) I / we have read carefully and understood the important instructions to all the tenderers who have downloaded the tenders from the web.
- 9) In case at any later stage, it is found that 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 later stage, it is found that there is difference in our downloaded tender documents from the Original, the tender / work will be cancelled and Earnest Money / Security Deposit will be forfeited at any stage whenever it is so noticed. The Department will not pay any damages to me / us on this account.
- 11) In case at any later stage, it is found that there is difference in our downloaded tender documents from the Original, I / We may also be debarred for further participation in the tender in the concerned BSNL Civil Zone and would also render me / us liable to be removed from the approved list of Contractors of the Department.

Dated

(CONTRACTOR)
(SIGN WITH SEAL)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

NOTICE INVITING TENDER**NIT No: 244/EE/Div/JT/2009-10****Dated: 10.03.2010.**

1.0 Item rate tenders are invited on behalf of the BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible contractors of DOT/BSNL and Non – BSNL Registered Contractors of Public works organizations like CPWD, State PWD (B&R), D.O.P., M.E.S. and Railways only, for the work of “**Construction of 40 m high NBLW tower including construction of tower foundation, tower erection, painting & allied works at Dori Dager.**”

1.1 The work is estimated to Cost Rs. **4,85,409/= (Rs. Four Lakhs eighty five thousand four hundred nine only).**

1.2 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority and submit attested copy of valid Sales Tax Clearance [ST-64] issued by Sales Tax Department, Govt. of J&K.

The contractor shall have to fully abide by the relevant provisions of The Jammu and Kashmir Employees' Provident Funds Act/Scheme, 1961 and Rules framed therein from time to time and they have to obtain and produce EPF registration within one month of award of work.

1.2.1 Criteria of eligibility for issue of tender documents for non-BSNL registered contractors of Public Works organisations like CPWD, State PWD (B&R), DOP, MES & Railways only.

Note: The tenderer shall submit tender in accordance with the clause 9.0 of BSNL W-6. The eligibility of the tenderer shall be checked at the time of the opening of the tender.

1.2.1.1 For works upto Rs. 5 lakhs – **NIL** -

1.2.1.2 For works above Rs 5 lakhs and upto Rs. 2.5 Crores and all specialized works irrespective of its cost, the applicant should have completed works as per details below during the last seven years ending last day of the month previous to the one in which the tenders are invited i.e. 28.02.2010.

- a) Three similar completed works costing not less than the amount equal to 40% of estimated cost,
OR,
- b) Two similar completed works costing not less than the amount equal to 50% of estimated cost,
OR,
- c) One similar completed works costing not less than the amount equal to 80% of estimated cost

Note: For the purpose of this clause '**Similar works**' means ~~the work of RCC building/ Tower foundation work of required magnitude.~~

The credentials should have been issued from the department concerned from an officer not below the rank of Executive Engineer in charge of work.

- 2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL W-7/8 along with correction slip Nos.1 & 2, which is available on BSNL Web site www.civil.bsnl.co.in. Tenderer shall quote his rates as per various terms and conditions of the said form, (In case "Tender documents" are downloaded from the BSNL Website in which rates/ percentage are to be quoted should be properly bound and wax sealed) which will form part of the agreement.
- 3.0 The time allowed for carrying out the work will be **75 days** from the 10th day after the date of issue of letter of award of work, or, from the first day of handing over the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
- 4.0 The site for the work is **available / shall be made available**.
- 5.0 The last date of receipt of application for issue of tender forms (in prescribed format / can also be downloaded from BSNL web site www.cecjammu.jandk.bsnl.co.in/cecjammu/cecjammu.html and date of issue of tender forms will be as follows:
- i) Last date of receipt of application 15.03.2010 up to 16.00 Hrs.
 - ii) Last date of issue of tender forms 17.03.2010
 - iii) Deleted
 - iv) Deleted
- 6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can be seen in the office of the **EXECUTIVE ENGINEER(C), BSNL CIVIL DIVISION, JAMMU** between 11.00 hours and 16.00 hours on all working days except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of the following:
NOTE: At BSNL web site www.cecjammu.jandk.bsnl.co.in/cecjammu/cecjammu.html schedule of quantities and specifications are available. For detailed documentation, the tenderer shall contact the **Executive Engineer(C), BSNL Civil Division, Jammu**
- i) **Rs. 500/- (Rs. Five hundred only)** in cash as cost of tender (Non Refundable) and
 - ii) **Earnest money of Rs. 9708/-** in cash (upto Rs. 2500/- only)/Banker's cheque/ deposit at Call receipt of a scheduled bank/ fixed deposit receipt of a scheduled bank / demand draft of a scheduled bank issued in favour of Accounts officer, BSNL Civil Division, 72-A, Shastri Nagar, Jammu. When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 Lakh) or Rs. 25 Lakh, which ever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.
 - iii) The tender shall be accompanied by Earnest Money along-with cost of tender, if not paid earlier as in the case of down-loaded tender from Website in the form as detailed at sub Para (ii) above.
- Note:** Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money.
- 7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at Para 9 below will be received by the **EXECUTIVE ENGINEER (C), BSNL CIVIL DIVISION, JAMMU** up to 15.00 Hours on 19.03.2010 and will be opened by him or his authorised representative in his office on the same day at 15.30 Hours. After the opening the main envelope - 3, the envelope - 1 containing the Earnest Money along with the cost of the tender as applicable and eligibility credentials shall be opened first.
- The envelope - 2 containing tender shall be opened only for those tenderers whose Earnest Money, cost of tender and eligibility is found in order.

The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.

8.0 The Description of the work is as follows: **“Construction of 40 m high NBLW tower including construction of tower foundation, tower erection, painting & allied works at Dori Dager”**

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

9.1 In case the tender document is down loaded from BSNL Website:

9.1.1 “Earnest Money plus cost of Tender, eligibility credentials” including attested copy of valid enlistment certificate in accordance to NIT clause 1.0 & 1.2.1 and attested copy of valid (atleast valid as on date of sale of tender) Sales Tax Clearance Certificate (ST-64) issued by Sales Tax Department of Government of Jammu & Kashmir” shall be placed in sealed envelope no.-1 marked “Earnest Money plus cost of tender and eligibility credentials”.

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

9.1.3 The sealed envelope Nos: 1&2 as above containing “Earnest money plus cost of Tender, Eligibility Credentials i/c valid sales tax clearance certificate[ST-64] issued by sales tax deptt. Govt. of J&K & valid enlistment certificate as per NIT clause 1.0 & 1.2.1” and the “Tender” shall be placed in another sealed envelope-3.

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

- (i) Name of work
- (ii) Name of Tenderer
- (iii) Last date of receipt of tender

9.2 In case the tender document is purchased from Division office:

9.2.1 Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no.– 1

9.2.2 Envelope no.- 2 will be as per Para 9.1.2.

9.2.3 The sealed envelopes 1 &2 shall be placed in another sealed envelop no.- 3

9.2.4 Same as 9.1.4

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

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

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

10.0.1 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before, submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at 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 plant, etc will be issued to him by BSNL and local conditions and other factors having a bearing on the execution of the work.

- 11.0 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 condition is not fulfilled or any condition(s) including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- 12.0 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.
- 13.0 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.
- 14.0 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative(s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative(s) for this purpose is/are defined as:
- (i) Member of Hindu Undivided family (UHF).
 - (i) They are Husband and Wife.
 - (iii) The one is related to other in the manner as father, mother, son(s) & Son's wife(daughter-in-law), Daughter(s), Daughter's husband(son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications.

All the intending tenderers will have to give a certificate that none of his/her such near relative (s) as defined above is/are working in the concerned BSNL Civil Zone where he is going to apply for tender/work. The format of the certificate is 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 Zone. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me".

The certificate in case of Proprietorship Firm shall be given by the proprietor: for Partnership Firm certificate shall be given by all partners and in case of Limited Company, by all Directors of the company. However, Government of India / Financial Institutions nominees and independent non-official part-time Directors appointed by Govt. of India or the Governor of the State are excluded from the purview of submission of this certificate while submitting tenders by Limited Companies.

Any breach of these conditions by the Company or Firm or any other person, the tender/work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage, whenever it is so noticed. B.S.N.L. will not pay any damages to the company or Firm or the concerned person but damages arising on account of such cancellation to be borne by the contractor. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned BSNL Civil Zone. Further, any breach of this condition by the tenderer would also render

him liable to be removed from the approved list of contractors of B.S.N.L. 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.

- 15.0 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India/ State Government / PSU's is allowed to work as a contractor for a period of two years after his retirement from Government service, without previous permission of the Government of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India/ State Government / PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
- 16.0 The tender for the work shall remain open for acceptance for a period of **60 (Sixty)** days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/ intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to BSNL, then BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 17.0 In case of works having estimated cost below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of **letter of award** by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled.
- In case of works of estimated to cost Rs.15,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish **Performance Guarantee @5% of the tendered value in the form of** irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document **OR in the form of Fixed Deposit Receipts** within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.
- 18.0 This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with Clause-1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer / Contractor shall, within 30 days from such date, formally sign the agreement consisting of:
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard BSNL W-7/8 corrected up to date with correction slips No:1&2 as available on website www.civil.bsnl.co.in
 - c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
- 19.0 Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below:
- a) In cities/areas where ECS/EFT facility is provided by Banks, the tenderer must have Account in such ECS/EFT facility providing Banks and that Bank A/c No. shall be quoted in the tender by the tenderer.
 - b) The cost of ECS / EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
 - c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
 - d) The payments to contractors will compulsorily be made through ECS/EFT in respect of all contractors where the value of the contract is more than Rs. 10 lakhs.
- 20.0 First running account bill shall be paid only after:
- a) Signing of the Agreement / Contract by both the parties, and
 - b) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.

- 21.0 If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of six months.
- 22.0 General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website www.civil.bsnl.co.in as well as in the Divisional/Sub Divisional Office.
- 23.0 The tenderer shall furnish a declaration to this effect (In case of downloaded tender) that no addition/ deletion/ correction have been made in the tender document submitted and it is identical to the tender document appearing on website. Every page of down loaded tender shall be signed by the tenderer with stamp (seal) of his firm/ organization.

Signature

S K Agrawal

Executive Engineer (C)

Engineer-in-charge

BSNL Civil Division, Jammu

For & on behalf of the BHARAT SANCHAR NIGAM LIMITED

BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

STATE: Jammu & Kashmir

CIRCLE: BSNL Civil Circle Jammu

DIVISION: BSNL Civil Division, Jammu

ZONE: BSNL J&K Civil Zone
Jammu

SUB-DIVISION: BSNL Civil Sub Division-II Jammu

Tender & Contract for Works

Tender for the work “**Construction of 40 m high NBLW tower including construction of tower foundation, tower erection, painting & allied works at Dori Dager.**”

- (i) To be submitted by **15:00** hours on **19.03.2010 (Date)** to **Executive Engineer (C), BSNL Civil Division, Jammu.**
- (ii) To be opened in presence of tenderer who may be present at **15:30** hours on 19.03.2010 (Date) in the office of the Executive Engineer (C), BSNL Civil Division, Jammu.

Issued to: _____ (Contractor)

Signature of officer issuing the documents: _____

Designation: _____

Date of Issue: _____

T E N D E R

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

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

I / We agree to keep the tender open for **60 (Sixty)** days from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/we withdraw my/our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

A sum of **Rs 9,708.00 (Rupees Nine thousand seven hundred and eight only)** has been deposited in prescribed manner as earnest money. If I / We fail to commence the work specified, I / we agree that the said BHARAT SANCHAR NIGAM LIMITED shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender

documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/we agree that, in case of works of estimated cost exceeding Rs. 15,00,000/-, to deposit an amount equal to 5% of tendered value of the work as performance guarantee in the form of bond of any scheduled Bank of India in accordance with the Performa prescribed or in the form of Fixed Deposit Receipt etc., within 15 days of the issue of letter of acceptance of Tender by the BSNL. I/We am/ are aware that in the event of failure on my/ our part to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.

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

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

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

I / we agree that this contract is subject to jurisdiction of Court at **Jammu (J&K)** only.

Dated.....

Witness:
Address:
Occupation:

(_____)
Signature of Contractor
Postal Address:

ACCEPTANCE

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

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

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

For & on behalf of the Bharat Sanchar Nigam Limited

Dated

Signature _____
S K Agrawal,
Executive Engineer(C)

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

Contractor

PROFORMA OF SCHEDULES

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

SCHEDULE - "A"

Schedule of Quantities (as per PWD – 3)

(Enclosed) PAGES: 46 TO 51**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"**Additional and Particular Specifications : C.S. – I****SCHEDULE "E"**

Schedule of component of Materials, Labour etc for escalation

CLAUSE 10

Component of Materials expressed as percent of Total Value of Work	"X"	75 %
Component of Labour expressed as percent of Total Value of Work	"Y"	25 %
Component of POL expressed as percent of Total value of Work	"Z"	0%

SCHEDULE "F"		
Reference to General Conditions of Contract:		
Name of Work	"Construction of 40 m high NBLW tower including construction of tower foundation, tower erection, painting & allied works at Dori Dager"	
Estimated cost of Work	Rs. 4,85,409/- (Rs. Four lakh Eighty five thousand four hundred and nine only)	
Earnest Money	Rs. 9,708/- (Rs. Nine thousand seven hundred and eight only)	
Performance Guarantee (5% of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. 15 Lakh)		Rupees (Rupees _____)
Security Deposit (10% of the tendered value for works with estimated cost put to tender upto Rs. 15 Lakhs) (5% of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. 15 Lakh)		Rupees (Rupees _____)
GENERAL RULES AND DIRECTIONS		
Officers inviting tender		Executive Engineer (C), BSNL Civil Division, Jammu
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% (Fifty Percent)
Definitions		See below
2(v)	Engineer-in-charge	Executive Engineer (C), BSNL Civil Div, Jammu.
2(viii)	Accepting Authority	Executive Engineer (C), BSNL Civil Div, Jammu.
2(x)	Percentage on cost of materials and labour to cover all overheads and profit	10 %
2(xi)	Standard Schedule of Rates	DELHI SCHEDULE OF RATES- 2007 Published by CPWD with up to date correction slips as on the date of opening of tenders
9(ii)	Standard BSNL Contract Form	BSNL W – 7 / 8 form corrected up to date with Corrections slip Nos: 1 & 2
Clause 2		
	Authority for fixing compensation under Clause 2	Superintending Engineer(C), BSNL J&K Civil Circle, Jammu
Clause 2A		
	Whether Clause 2A shall be applicable	No
Clause 5		
i)	Time allowed for execution of work.	75 days

ii)	Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer (C), BSNL Civil Division, Jammu.
Clause 7		
	Gross value of work to be done together with net payment / adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment.	2.00 Lakhs
Clause 10		
	Reinforcement steel to be used in the work shall have to be procured as below:	
(a)	CTD bars	manufactured by Primary/ Secondary producers
(b)	TMT bars	manufactured by Primary/ Secondary producers
Clause 11		
	Specification to be followed for execution of work.	CPWD Specifications 2009 Volume: I to II, with upto date correction slips.
Clause 12		
12.1.2 (iii)	Schedule of rates for determining the rates for additional, altered or substituted items that cannot be determined under 12.1.2(i) and (ii)	CPWD - DSR 2007 with upto date correction slips
12.1.2 (iii)	Plus / minus the % over the rate entered in the schedule of rates	NA
12.2 & 12.3	Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not apply and clauses 12.2 and 12.3 shall apply	50% (Fifty percent)
Clause 16		
	Competent authority for deciding reduced rates	Superintending Engineer (C), BSNL J&K Civil Circle, Jammu.
Clause 25		
	Competent authority for conciliation	Superintending Engineer (C), BSNL Civil Circle, Chandigarh
Clause 36 (i)		
a)	Minimum qualification and experience of Principal Technical Representative for civil works with estimated cost put to tender	
i)	Above Rs. 5 Lakhs but less than Rs. 10 Lakhs.	Recognized Diploma Holder in Civil Engineering

ii)	Rs. 10 Lakhs and above but upto Rs. 60 Lakhs.	Graduate Civil Engineer or retired AE (Civil) possessing at least recognized Diploma in Civil Engineering
iii)	Rs. 60 Lakhs and above.	Principal Technical Representative supported by requisite organization. The Principal Technical Representative shall be at-least a Graduate Civil Engineer with five years of minimum experience of works or retired Executive Engineer (Civil) possessing at least recognized Diploma in Civil Engineering
b)	Recovery to be affected from the contractor in the event of not fulfilling the provisions of clause 36(i).	Rs. 4000.00 per month for Graduate Engineer. Rs. 2000.00 per month for Diploma Holder.
Clause 42		
i) (a)	Schedule/statement for determining theoretical quantities of cement on the basis of Delhi Schedule of Rates _____ printed by CPWD.	DSR 2007 with upto date correction slips
ii)	Variation permissible on theoretical quantities	
a)	Cement for works with estimated costs put to tender	
	i) Not more than Rupees 5.00 Lakhs	3 % minus
	ii) More than 5 Lakhs	2 % minus
b)	Steel reinforcement and structural steel sections for each diameter, section and category.	2 % minus
<u>Star prices to be considered for Escalation and Recoveries</u>		
Sl. No	Material	Star Price (Rate in Figures and Words)
1	For Cement	NA
2 (a)	For Mild steel	NA
2 (b)	For Reinforcement Steel conforming to BIS 1786 (Fe 415 Grade)	NA
2 (c)	For Reinforcement Steel TMT bars conforming to IS:	NA
2 (d)	For Galvanized steel	NA

Ex Engineer (Civil)
BSNL Civil Division,
Jammu

LIST OF MAKE/BRANDS FOR VARIOUS ITEMS/ PRODUCTS TO BE USED IN WORK

NAME OF WORK: "Construction of 40 m high NBLW tower including construction of tower foundation, tower erection, painting & allied works at Dori Dager."

S. No.	Material / article	Conforming IS code	Manufacturers / Agencies / brand / make
1	Cement	IS 8112:1989	Ordinary Portland Cement 43 grade (Conforming to IS: 8112) from reputed manufactures of cement such as A.C.C. L&T, Vikram, Shri Cement, Gujrat Ambuja Cement and Cement Corporation of India etc. as approved by Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge.
2	Steel Reinforcement	IS 1786:2008	Steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of Steel Thermo mechanically treated cold twisted bars Fe-500 conforming to IS 1786:2008 from approved brands like SAIL, TISCO, RINL or eq.
3	MS Angles, Plates	IS 2062:1999, IS 808:1989, IS 1730:1989	SAIL, TISCON, RINL
4	Sand		River sand, Crusher stone dust (source/crusher for sand/stone dust to be approved by Engineer-in-charge)
5	LED Aviation Lamp		Aviads, Binoy, Saraj, Litten
6	Copper Conductor Cable		Havells, Finolex, Shalimar, Gloster
7	Synthetic Enamel Paint		Asian, Berger, ICI Dulux, Nerolac

NOTE:

- 1. For any other make, prior approval of Executive Engineer (Civil), BSNL Civil Division, Jammu is required before execution in work.**
- 2. All mandatory tests and other tests shall be made as per the departmental guidelines applicable and as required by Engineer-in-charge.**

Executive Engineer (Civil)
BSNL Civil Division,
Jammu

CERTIFICATE

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

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

**Signature of Contractor or his
authorised representative
with seal**

ADDITIONAL CONDITIONS, ADDITIONAL SPECIFICATIONS & IMPORTANT NOTES

“A” ADDITIONAL CONDITIONS

1. The work shall be carried out in accordance with the architectural drawings and structural drawings to be issued by the Engineer in charge, the structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings relating to the relevant item, former shall prevail unless otherwise given in writing by the Engineer-in-Charge.
2. The Contractor shall, at his own expense, provide all materials, required for the works. Unless otherwise specified, the materials used on the work shall bear “Standard Mark “of the ‘Bureau of Indian Standards’. It shall be the responsibility of the contractor to ascertain the sources from where the materials having ‘Standard Mark’ are available. The materials, in general, shall conform to the requirements of Clause 0.8 MATERIALS of The CPWD Specifications.
3. The contractor shall maintain safe custody of materials brought to the site. For Cement and Steel and other materials as prescribed, the quantities brought at site shall be entered in the respective material at site accounts and shall be treated as issued for maintenance of daily consumption. The Cement and Reinforcement Steel shall be procured as per conditions laid down hereunder.
4. Some restrictions may be imposed by the security staff etc. on the working and / or movement of labour, materials etc. and the contractor shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.
5. Labour will not be permitted to stay in the building under construction.
6. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable and nothing extra shall be payable on this account. The work shall be carried out without infringing on any of the local Municipal Bye-Laws.
7. Any damage done by the contractor to any existing work during the course of execution of work tendered for shall be made good by him at his own cost.
8. The rate for every item of work to be done under this contract shall be for all heights, depths, lengths and widths of the structure (except where specially mentioned in the item) and nothing extra will be paid on this account.
9. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards such as day and night boards, speed limit boards and flags, red lights and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.
10. The contractor will work in close liaison, during the works, with other contractors of water supply, sanitary, drainage arrangements, electrical installation and any other works and adjust his work plan accordingly.
11. Other agencies doing work of electrification, external services, other building works, horticulture works etc for this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, opening etc for laying/buying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc as may be required for the electric and sanitary works etc. and nothing extra over the agreement rates shall be paid for the same.
12. The contractor shall keep the site clear thoroughly of rubbish, useless scaffolding and materials etc. from time to time as well as before the actual date of completion of the work as per directions of the Engineer-in-Charge.

13. The contractor shall make his own arrangement for obtaining electric / water connections, if required and make necessary payment directly to the department concerned.
14. Materials brought at site of work shall not be used in the work before getting satisfactory test results. For details relevant provisions in C.P.W.D. Specifications for Works 1996 Vol. I to VI shall be referred to.
15. The contractor shall maintain in perfect condition all works executed till the completion of entire work allotted to him.

16 DISMANTLING AND SPECIAL SAFEGUARDS

- a) All dismantled materials obtained from dismantlement of RCC work, Brick work, Cement based Water Proofing Treatment, Steel Work, A.C. sheet etc. shall be brought to the ground. The serviceable materials shall be stacked separately in the compound for which nothing extra shall be paid to the contractor. The dismantled material shall not be thrown from the terrace to the ground and shall not be stacked on the terrace.
 - b) The unserviceable materials obtained from dismantlement shall be removed immediately by the contractor from the compound to the authorized dumping grounds of the Corporation etc. The unserviceable materials shall not be allowed to accumulate at site.
 - c) The demolition of R.C.C. work, Brick work, Cement based water proofing treatment if required shall be done carefully in such a fashion that the transfer of vibrations to the existing roof slab/beams shall be minimum the mode of dismantling shall be got approved from the Engineer-in-charge. Reinforcement bars in existing columns, beams etc are to be used for lap-ages after proper cleaning and application of approved de-rusting agent if so required by the Engineer-in-charge and nothing extra shall be payable for its applications.
 - d) In case of vertical extension of the existing buildings, proper precautions shall be taken by the contractor and arrangements be made by him to ensure that there is no leakage of water in the lower floors.
 - e) It is not obligatory on the part of the Engineer-in-charge to allow the use of existing staircase by the Contractor for transporting materials. The contractor shall make his own arrangement by installing a hoist to take the materials to the work spot.
 - f) Dismantling of water proofing treatment over the existing terrace, except of the area around the columns, shall be started only after the work of casting of columns, roof slabs and external walls is over.
 - g) Casting of columns shall be commenced by cutting the water proofing treatment around the periphery of the columns. The position so cut shall be got water proofed immediately so that there is no leakage.
 - h) During execution of the work, adequate precaution shall be taken to avoid any damage to the existing structure / finishes. In the event any damage occurs, the same will have to be made good by the contractor at no extra cost.
- 17 Articles / materials manufactured by reputed firms and approved by the Engineer in charge only are to be used. Only articles classified as "First Quality" by the manufacturers shall be used unless otherwise specified. Preference shall be given to those articles, which bear ISI certification marks. In case articles bearing ISI certification marks are not available the quality of samples brought by the contractor shall be judged by the standards laid down in the relevant CPWD specifications. For items not covered by CPWD Specifications relevant ISI standards shall apply.
- 18 The wood samples to be used for door shutters shall be deposited by the contractor with the Engineer in charge before commencement of work. The contractor shall produce cash vouchers and certificates from standard kiln seasoning plant operator about the timber section (to be used on the work) having been kiln seasoned by them failing which it would not be accepted as kiln seasoned.
- 19 Factory made shutters, as specified shall be obtained from factories to be approved by Engineer in charge and shall conform to IS: 2202 (Part-I) 1977. The contractor shall inform well in advance to the Engineer in charge the name and address of the factory from where the contractor intends to get the shutters manufactured. The contractor will place order for manufacture of shutter only after written approval of the Engineer in charge in this regard is given. The contractor is bound to abide by the decision of the Engineer in charge and recommend another factory name from the approved list, in case the factory already proposed by the contractor is not found to manufacture quality shutters.

“B” ADDITIONAL SPECIFICATIONS

1. GENERAL

The entire work shall in general conform to the C.P.W.D. Specifications for works 1996 Vol. I to Vol. VI with correction slips issued up to date and description in the Schedule of quantities, additional conditions, particulars, specifications latest relevant Bureau of Indian Standard codes and the drawings.

All the above quoted documents shall be considered complementary to each other. However, in case of conflict among the various provisions, the following order of precedence shall be followed.

- i) Provision in nomenclature of item in schedule of quantities, including drawings if any mentioned there in
- ii) Additional Conditions.
- iii) Particulars specifications
- iv) CPWD Specifications.
- v) Latest relevant B.I.S. codes.
- vi) Drawings of the work not specifically mentioned in the nomenclature of the item and
- vii) The decision of the Engineer-in-charge given in writing based on sound engineering practice and local usage shall be final and binding on the contractor.

The work shall be executed and measured as per Metric Dimensions given in the schedule of quantities etc. (F.P.S. units wherever indicated are for guidance only).

- 1.1. The work will be carried out in accordance with the architectural drawings and structural drawings to be issued by the Engineer-in-Charge. The structural and architectural drawings shall have to be properly correlated before executing the work. Incase of any difference noticed between Architectural and Structural drawings, the contractor shall obtain final decision in writing of the Engineer-in-Charge. For items where so desired, samples shall be prepared before starting the particular items of work for prior approval of the Engineer-in-Charge and nothing extra shall be payable on this account.
- 1.2. Materials brought at site of work shall not be used in the work before getting satisfactory Mandatory test results. For details, relevant provisions in the CPWD specification shall be referred to.
2. The following modifications to the above specifications shall, however, apply.

2.1. Earth Work

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

2.2. FLOOR TEST FOR TELEPHONE EXCHANGE BUILDINGS: -

- 2.3. The floor of Technical rooms in the T.E. buildings shall be laid in such a way that the limits in floor levels would not be exceeded as follows.
 - i) The levels at any places when checked over a distance of one meter in any direction would not show variation in floor levels in excess of 3mm.
 - ii) The levels if checked over a distance of 4 meters in any direction shall not to exceed 5mm.
 - iii) The maximum permissible variation in the levels at any two points more than 4 meters away in any direction in the same room shall not be more than 8mm.
 - iv) Floor levels shall be taken at every meter and recorded in a “Level chart” for flooring in all technical room. This shall be checked, prepared and Certified by the Assistant Engineer-in-Charge of the work and contractor. This level chart shall be checked by the Engineer-in-Charge of work to satisfy himself that levels in the floors of technical rooms are with in the variation limits laid down at i) to iii) above.

2.4. WATER PROOFING: -

- 2.4.1. The contractor shall furnish Guarantee Bond in the enclosed format. The Guarantee Period shall be for 10 (Ten) years.
- 2.4.2. Ten percent of the cost of items of water proofing treatment for sunken floors and on roofs would be retained as guarantee to watch the performance of the work done. However half of this amount with held would be released after three years, if the performance of the work done is satisfactory. If any defect is noticed during the guarantee period, it should be rectified by the contractor within seven days, and if not attend to, the same will be got done from another agency at the risk and cost of the contractor. However this security deposit can be released in full, if bank guarantee of equivalent amount for 10(Ten) years is produced and deposited with the department.

Ex. Engineer(Civil)
BSNL Civil Division
Jammu

XXXXXXXXXXXXXXXXXXXX

ADDITIONAL CONDITIONS AND SPECIFICATIONS FOR CEMENT AND STEEL

GENERAL

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

“A” ADDITIONAL CONDITIONS

1. The Contractor shall maintain safe custody of materials brought to the site. The Contractor shall also employ necessary watch and ward establishment for the work and other purposes as required at his own cost.
2. For Cement and Steel and other materials, as prescribed, the quantities brought at site shall be entered in the respective material at site accounts and shall be treated as issued for maintenance of daily consumption.
3. The procurement of Cement and Reinforcement Steel, and, their issue and consumption shall be governed as per conditions laid down hereunder.

3.1. Cement

- 3.1.1. The contractor shall procure 43 grade (Conforming to IS: 8112) Ordinary Portland Cement, as required in the work, from reputed manufactures of cement, having a production-capacity of one million tonnes per annum or more, such as A.C.C. L&T, Vikram, Shri Cement and Cement Corporation of India etc. as approved by Ministry of Industry. Government of India, and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. Supply of cement shall be taken in 50 kg bags bearing manufacture's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of the relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.
- 3.1.2. The Cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-Charge
- 3.1.3. The cement godown of the capacity to store about 2000 bags of cement or as decided by the Engineer-in-Charge shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the key of other lock shall remain with the contractor. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
- 3.1.4. The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor/ Department in the manner indicated below:
 - (i) By the contractor, if the results show that the cement does not conform to relevant BIS codes.
 - (ii) By the Department, if the results show that the cement conforms to relevant BIS codes.

3.2. Steel

- 3.2.1. The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of Steel **or from secondary producers and re-rollers having BIS License to produce CTD bars as specified in schedule –F subject to following stipulations:**
 - (i) **If it is provided in the agreement that steel is to be procured from primary producers and procurement of steel from secondary producers is allowed then a deduction based on the difference in market rate of steel from primary producers and secondary producers shall be made in the running/final bills.**

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

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

- (i) If it is provided in the agreement that steel is to be procured from primary producers and procurement of steel from secondary producers is allowed then a deduction based on the difference in market rate of steel from primary producers and secondary producers shall be made in the running/final bills.
- (ii) However, if the stipulation is for procurement of steel from secondary producers then if the contractor uses steel from primary producers the same shall be allowed but nothing extra shall be payable on this account.

The contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge. The contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in the relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work within; a weeks' time from written order from the Engineer-in-Charge to do so.

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

- 3.2.2. The steel reinforcement shall be brought to the site in quantity of lots as approved by the Engineer-In-Charge.
- 3.2.3. The steel reinforcements shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes (diameters) and lengths shall be stored separately to facilitate easy counting and checking.
- 3.2.4. For steel procured from main producers **or secondary producer**, for checking nominal mass, tensile strength, bend test, etc. specimen of sufficient length shall be cut from each diameter of the bar at random at frequency not less than that specified below. In case of works costing more than 2 Crores and when the steel is procured from other than main producers, additional tests such as, retest, re-bend test, elongation test, proof stress may also be conducted

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

- 3.2.5. The contractor shall supply free of charge the steel bars required for testing. The cost of tests shall be borne by the contractor/ Department in the manner indicated below:
- (I) By the contractor, if the results show that the steel does not conform to relevant BIS codes.
- (II) By the Department, if the results show that the steel conforms to relevant BIS codes.
- 3.2.6. Coefficient of weight i.e. the weight per unit length of the steel procured by the contractor shall be ascertained at site before using it and certified by the Engineer-In-Charge. In case weight per unit length is beyond the rolling margin as laid down in the BIS: 1786, the steel will be rejected and shall be removed from the site of work within; a weeks' time from written order from the Engineer-in-Charge to do so. In case weight per unit length is more than the standard coefficient of weight for the diameter, but is within the rolling margin, then the payment shall be made as per the standard weight per unit length, and, where the weight per unit length is lesser than the standard coefficient of weight

for the diameter, but is within the rolling margin, the payment shall be restricted with respect to the actual weight per unit length of the diameter.

- 3.3. The standard sectional weights referred to in standard table under Para 5.3.3., page 75 of the revised CPWD Specifications 2002 for Cement Mortar, Cement Concrete and RCC works, are to be considered for conversion of length of various sizes of Steel Reinforcement bars into weight and are reproduced below for ready reference.

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

- 3.4. The actual issue and consumption of steel and Cement on the work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.
- 3.5. Steel and Cement brought to site and remaining unused shall not be removed from site without the written permission of the Engineer-In-Charge.
- 3.6. Cement used in Ready Mix Concrete shall be evaluated based on the certification by the in-charge of the RMC Plant in accordance with design approved by the Engineer-In-Charge.
4. No payment shall be made to the contractor for any damage caused during the execution of work because of cause(s) not covered under Clause 43 of the Contract. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.
5. Some restrictions may be imposed by the security staff etc. on the working and/ or movement of labour, materials etc. and the contractor shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.
6. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable and nothing extra shall be payable on this account. The work shall be carried out without infringing on any of the local Municipal Bye-Laws.
7. The contractors shall given a performance test of the entire installations as per standard specifications before the work is finally accepted and nothing extra what so ever shall be payable to the contractor for the tests.
8. DELETED.
9. DELETED.
10. The rate for every item of work to be done under this contract shall be for all heights, depths, lengths and widths of the structure (except where specially mentioned in the item) and nothing extra will be paid on this account.
11. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards such as day and night boards, speed limit boards and flags, red lights and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.
12. The contractor will work in close liaison, during the works, with other contractors of water supply, sanitary, drainage arrangements, electrical installation and any other works and adjust his work plan accordingly.

13. Other Taxes and Royalties

- 13.1. **Income Tax and surcharges over Income Tax etc.** at the rates fixed by the Ministry of finance, Government of India, shall be deducted from all the running and final bills of the contractor. Should there be any increase in rate of Income Tax and surcharge during execution of the contract, the same shall be payable by the contractor.
- 13.2. **Works Contract Sales Tax** as prevalent as per statutory orders of State/Central Government and shall be charged on gross value of all the bills and shall be recovered from each bill of the contractor as 'works contract sales tax'. Should there be any increase in rate of Works Contract Sales Tax during execution of the contract, the same shall also be payable by the contractor.
- 13.3. **Royalty** shall have to be paid by the contractor on all materials such as stone, bricks, boulders, metal, shingle, bajri, stone aggregate, coarse sand and fine sand etc. or any other materials used for the execution of the work direct to the Revenue Authority of the District/State Govt. concerned. The contractor shall obtain "No Demand" certificate from the District/State Govt. authority concerned before the final bill is paid, failing which necessary recovery will be effected at the applicable rates in the final bill.

14. Secured Advance:

- 14.1. Secured advance on bricks, stone, stone aggregate brought at site for use in the work shall be paid only after receipt of satisfactory test results from the laboratory and provisions under rules.
- 14.2. Secured advance on steel doors, steel windows, etc. shall be paid only after the Engineer-in-Charge has personally verified that the materials brought at site of work, for use in work, conforms to the sample approved by him.
- 14.3. Secured advance whenever admissible on water supply, sanitary installation materials and fittings shall be allowed only after the Engineer-in-Charge has verified that materials brought at site have been checked by him personally and are in conformity with the samples approved by him.
- 14.4. Secured advance for terrazzo tiles shall be paid only after satisfactory results are received from the laboratory.

.....

"B" ADDITIONAL SPECIFICATIONS

3. GENERAL

- 3.1. The Work shall, in general, conform to the CPWD Specifications. The CPWD specifications shall mean CPWD Specifications – 1996 Vol. 1 to VI with up-to-date correction slips and Revised PWD Specifications 2002 for Cement Mortar, Cement Concrete and RCC works which supersede Chapter 3,4 & 5 of CPWD specifications 1996 Vol.II.
 - 3.1.1. Should there be any difference between the specifications mentioned above and the specifications given in the schedule of quantities, the later shall prevail.
 - 3.1.2. If the specifications for any item are not available in the CPWD Specifications cited above, relevant BIS Specifications should be followed.
 - 3.1.3. In case BIS Specifications are also not available, the decision of Engineer-in-Charge given in writing based on acceptable sound engineering practice and local usage shall be final and binding on the contractor.
- 3.2. The work will be carried out in accordance with the latest architectural drawings and structural drawings to be issued & approved by the Engineer-in-Charge. The structural and architectural drawings shall have to be properly correlated before executing the work.
 - 3.2.1. In case of any difference noticed between Architectural and Structural drawings, the contractor shall obtain final decision in writing of the Engineer-in-Charge.

- 3.2.2. In case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings relating to the relevant item, former shall prevail unless otherwise given in writing by the Engineer-in-Charge
- 3.3. For items where so desired, samples shall be prepared before starting the particular items of work for prior approval of the Engineer-in-Charge and nothing extra shall be payable on this account.
- 3.4. Materials brought at site of work shall not be used in the work before getting satisfactory Mandatory test results. For details, relevant provisions in the CPWD specification shall be referred to.
- 3.4.1. Wherever it is desired to procure factory-made materials, such factory-made materials shall be procured from reputed and approved manufacturers or through their authorized dealers. The contractor shall obtain the approval from the Engineer-in-Charge of such firms prior to procurement of such factory-made materials. The Engineer-in-charge may, at any stage, inspect such factories/ manufacturing units. The contractor shall have no claim if the factory made materials brought to the site are rejected by the Engineer-in-charge in part or in full due to bad workmanship/ quality etc. even after the inspection of the manufacturing units.
- 3.4.2. The manufactured materials brought at site of work shall, in general, conform to the relevant specifications. The source for supply of the manufactured materials shall be approved by the Engineer-in-charge. The contractor shall have no claim if the manufactured materials brought to the site are rejected by the Engineer-in-charge in part or in full due to bad workmanship/ quality etc.
- 3.4.3. The preference amongst the various alternative materials available shall be as follows: -
- (a) The materials shall be as per the Brand specified to be used in the work.
 - (b) If the Brand specified material is not available then the material shall be ISI marked.
 - (c) If ISI marked item is not available then it should be from ISO certified Company.
 - (d) If the ISI marked or ISO certified items are not available then the best available items in the market to be procured.
- 3.4.4. Equivalent for the various materials and the materials of approved make shall be got approved from the Engineer-in-Charge of work in writing before using them on the work.

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

4.1. Earth Work

- 4.1.1. During excavation and trenching work etc., the contractors shall ensure compliance to the guidelines in such matters laid down by the local body / bodies to ensure that there is minimum hazard to the operating personnel's and users, minimum inconvenience to the users, minimized damage to the underground plant/services of other utilities in a coordinated way, in the interest of public convenience and overall safety.
- 4.1.2. Any trenching and digging for laying sewer lines/ water lines/ cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.
- 4.1.3. Surplus excavated earth which is beyond the requirement of the B.S.N.L. shall have to be disposed of by the contractor at his own cost beyond the municipal limits or at places identified by the local bodies or as directed by the Engineer-in-Charge after obtaining written permission of the Engineer-in-Charge and no payment will be made by the Department for such disposal of this surplus excavated earth.
- 4.1.4. The contractor shall, at his own expense and without extra charges, make provision for all shoring, pumping, dredging or bailing out water, if necessary, irrespective of the source of water. The foundation trenches shall be kept free from water while all the works below Ground Level are in progress, without any extra payment.

4.2. Reinforced Cement Concrete Work & Plain Cement Concrete- General

- 4.2.1. **Stone Aggregate.** Stone aggregate to be used in the work shall be of hard broken stone to be obtained from source approved by Engineer-In-Charge and shall conform to the relevant provisions in the CPWD Specifications.

- 4.2.2. **Fine Sand / Coarse Sand:** Fine sand / Coarse sand to be used in the work shall be obtained from sources approved by Engineer-In-Charge and shall conform to the relevant provisions in the CPWD Specifications.
- 4.2.2.1. Where only one variety of sand is available, the sand will be sieved for use in finishing work to achieve the required particle size distribution as per CPWD Specifications in order to obtain smooth surface and nothing extra shall be paid to the contractor on this account.
- 4.2.3. **Water:** - It shall conform to requirements laid down in IS: 456-2000 and CPWD Specification
- 4.3. **R. C. C. work (Design Mix Concrete)** – Wherever the RCC work is specified to be done with Design Mix Concrete, the particular specifications, as applicable, shall apply.
- 4.4. **R.C.C. Work (Nominal mix concrete)- Water-Cement Ratio:** - For RCC Works, wherever nominal mix of concrete is stipulated in the items for work, for maintaining proper quality and durability requirements of the structure, maximum water-cement ratio shall be restricted to 0.55. If in normal course of work, the required workability is not achieved; suitable plasticizers/ admixtures may be used for improving the workability of concrete with the approval of Engineer-in-Charge for which nothing extra shall be paid.
- 4.5. **Non-destructive Testing for Concrete/R.C.C Work:** - **The** Engineer-in-charge shall, at his discretion, get the non-destructive testing (Such as Ultrasonic Pulse Velocity Test etc.) done and the Contractor shall make all necessary arrangements for getting such tests done and make good the same after the test, for which nothing extra shall be paid. The results of such tests shall be binding on the Contractor. In case of non-conformity of the test to the standards, the contractor shall be liable to re-do the concrete work at his cost including the cost of test, subject however, to the acceptability of the work as laid down in the mandatory test defined in the relevant CPWD specifications.
- 4.6. Cement slurry, if any, added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items (Unless other wise explicitly stated) and nothing extra shall be payable (or) extra cement considered in consumption on this account.
- 4.7. **Centering and Shuttering For R.C.C Work:-** The concrete surface shall be free from honey combing, offsets, superfluous mortar, cement slurry and foreign matter. The formwork shall be assembled in such a way as to facilitate removal of their parts in proper sequence without any damage to the exposed cement concrete surfaces and corners etc. The contractor shall keep skilled staff for special care and supervision to check the formwork and concreting so that every member is made true to its size, shape, level and alignment so that it does not result in any deformation, snag, buldges etc. The contractor shall also take suitable precautionary measure to prevent breaking and chipping of corners and edges of completed work until the building is handed over. The size of shuttering plates for slabs shall not be less than 0.6m x 0.9m in general. However, contractor has to provide tape or wooden fillets or rubber gaskets to seal the joint properly to get smooth surface. Further shuttering shall be of such quality that there are no undulations and surfaces will be fairly even and no extra thick ceiling plaster shall be permitted to make the surface even. Any honey-combed or poorly formed concrete shall be repaired with polymer concrete of any suitable design by the Contractor at his own cost, in accordance with the specifications laid down in hand book of Repairs and Rehabilitation of RCC Buildings by CPWD.
- 4.8. **BRICK WORK:** - Bricks used in the work shall be F.P.S. to be obtained from kilns approved by Engineer-In-Charge. In all other respects they shall conform to the provisions in CPWD specifications.
- 4.9. **STONE WORK:** Stone used for stone masonry work shall be hard granite/ basalt/ quartz stone/sand stone to be obtained from quarries approved by Engineer-In-Charge and shall conform to the relevant provision in the CPWD specifications.
- 4.10. All above materials like stone aggregates, coarse sand, fine sand, Bricks, Surkhi, Stone etc. confirming to the CPWD specifications to be brought from the sources approved by Engineer-In-Charge. In case, at any stage during execution of work, the material from the approved source being not available or otherwise, and, is required to be arranged from other sources conforming to relevant CPWD specifications and duly approved of Engineer-in-charge, involving extra lead etc. nothing extra shall be paid on this account.

- 4.11. Single piece Kota stone/Marble/Granite slabs shall be used in staircase risers, reads, kitchen platforms etc. wherever required as per the directions of the Engineer-in-charge. The rates of Kota stone/Marble/Granite works are for all sizes and nothing extra shall be paid on this account.

Executive Engineer (C)
BSNL Civil Division
Jammu

AMENDMENT AND CORRECTIONS SLIPS

“C” AMENDMENT TO NOTICE INVITING TENDER (BSNL W-6) AND CLAUSES OF CONTRACT (BSNL W-7/8)

Following provisions of BSNL W-6 and General Conditions of Contract for BSNL Works (BSNL W-7/8) are amended to read as under.

GENERAL CONDITIONS OF CONTRACT FOR BSNL WORKS (BSNL7/8)

GENERAL RULES & DIRECTIONS (BSNL 7/8)

Para 1. (amended as below)

All the works proposed for execution by contracts will be notified in a form of invitation to tender **duly signed by the officer inviting tender will be displayed on the notice board/** pasted in public places or by publication in News papers as the case may be **and shall also be on BSNL website www.cecjammu.jandk.bsnl.co.in/cecjammu/cecjammu.html.**

Para 4 (amended as below)

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

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

Para 4A (amended as below)

In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. No single **envelope** shall include **tender for** more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the work to which they refer, written on the envelopes.

Para 10(to be added in as last line)

In the event of no rate has been quoted for any item(s) then the rate for such item(s) will be considered as zero and work will be required to be executed accordingly. It will be presumed that the contractor has included the cost of this/these item(s) in the other item(s).

Para 14 deleted

CONDITONS OF CONTRACT

Para 2(V)(to be read as below)

The **Engineer-in-charge** means the Engineer Officer who shall supervise and be in charge of the work and who shall sign the agreement on behalf of **Bharat Sanchar Nigam Limited** as mentioned in Schedule 'F' hereunder

CLAUSES OF CONTRACT (BSNL7/8)

Clause 1

(Amended portion of clause and balance shall remain unchanged)

Performance Guarantee

- i) The person/persons whose tender(s) may be accepted (Hereinafter called the Contractor) for amount exceeding Rs.15.00 Lakhs (Rupees Fifteen Lakhs) shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the Contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of Acceptance of Tender. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed. In case a fixed deposit receipt of any Bank is furnished by the contractor to the BSNL as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the BSNL to make good the deficit.
- ii) Letter of Acceptance of Tender shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the Commencement of Work award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure of the contractor to furnish the performance guarantee within the specified period, the BSNL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- iii) The performance Guarantee shall be initially valid for a period upto 60 days beyond the stipulated date of completion. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended, at his own cost, to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the EngineerinCharge, the performance guarantee shall be returned to the contractor, without any interest.
- iv) The EngineerinCharge shall encash/forfeit performance guarantee (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of:
 - a) Failure by the contractor to pay BSNL any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by EngineerinCharge. The performance guarantee will be discharged by the BSNL only after satisfactory completion of the complete obligations under the contract.
 - b) In the event of the contract being determined or rescinded under provisions of any of the clause/ conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BSNL and shall be encashed at the pleasure of BSNL.

Clause 1 A

Recovery of Security Deposit

- i) The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum alongwith the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by BSNL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash (upto Rs.2500.00/Demand draft/Banker's Cheque/Deposit at Call Receipt of a Scheduled Bank or The State Bank Of India in accordance with the form annexed hereto. In case a Fixed Deposit Receipt of any bank is furnished by the contractor to the BSNL as part of the security Deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the BSNL to make good the deficit.

- ii) All compensations or the other sums of the money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by BSNL on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks (in case of guarantee offered by Scheduled Banks, the amount shall be within the financial limit prescribed by the Reserve Bank of India any sum or sums which may have been deducted from, or raised by the sale of his security deposit or any part thereof. The Security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money will be treated a part of the Security Deposit.

NOTES:

In case of works with estimated cost put to tender is upto and including Rs. 15,00,000.00 the clause 1 shall not be applicable, and, Clause 1A shall be applicable with the modification that the total security deposit deducted shall be 10(Ten)% instead of 5(Five)% of the tendered value of the work. Security Deposit shall be recovered @10% of gross amount of each running bill till the sum alongwith the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work.

Clause 2 A

Incentive Clause

(to be amended as below)

In case the contractor completes the work ahead of the schedule completion time a bonus @1% (one percent) per month computed on per day basis shall be payable to the contractor subject to a maximum limit of 5%(five percent) of the tendered value in respect of work costing Rupees ten lacs and above. Payment of bonus under this Clause-2A shall be applicable only in case the work is completed within the stipulated period as notified in the tender document under all circumstances i.e. incentive will not be payable in case actual date of completion is beyond the stipulated date of completion even if the extension of time is granted by the competent authority without levy of compensation. The amount of bonus if payable shall be paid along with the final bill after completion of work. Decision of the Chief Engineer as to the quantum of bonus payable to the contractor shall be final and binding on the contractor. Provided always that provision of the Clause 2A shall be applicable only when so provided in "Schedule F".

Clause 10

Replace the Short Title "Materials supplied by Government" by "Cement & Steel"

Replace the first three paras existing clause as under

Existing Para

Materials, which BSNL will supply, are shown in Schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall submit the programme for the completion of work as per Clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of work. The contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the Security Deposit. At the time of submission of bills the contractor shall certify that balance of materials supplied is available at site in original good condition.

AMENDED PARAS

The contractor shall submit every month statement of cement, reinforcement steel and PVC Pipes procured, consumed and balance at site, supported by complete calculations reconciling in their registers on the site of work, total receipt total consumption and certified balance (diameter/section-wise in case of reinforcement steel) and resulting variations and reasons thereof. Engineer-in-charge shall

(whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found satisfactory.

Clause 10(C)

(Amended portion of the Clause. The remaining part of this clause shall remain unchanged)

If the prices of materials (not being materials supplied or services rendered at fixed prices by the Department in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 3 months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

- i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- ii) The cost of work on which the escalation will be payable shall be reckoned as below: -
 - a) Gross value of Works done upto this quarter: (A)
 - b) Gross value of Work Done upto the last quarter. (B)
 - c) Gross value of work done since previous quarter (A-B) (C)
 - d) Full assessed value of Secured Advance fresh paid In this quarter (D)
 - e) Full assessed value of Secured Advance recovered In this quarter (E)
 - f) Full assessed value of Secured Advance for which Escalation is payable in this Quarter (D – E) (F)
 - g) Advance payment made during this Quarter (G)
 - h) Advance payment recovered during this quarter (H)
 - i) Advance payment for which escalation is payable in this Quarter (G – H) (I)
 - j) Extra items paid as per Clause –12 & 12A based On prevailing market rates during this quarter (J)

$$\text{Then, } X = C (+/-) F (+/-) I - J$$

Cost of Work for which escalation is applicable: $W = 0.85 X$

Clause 17 (The amended Clause shall be as under)

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post which the work or any part is being executed, or if any damage shall happen to the work while in progress from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months(12 months) (6 months in the case of any work other than road work cost Rs. 15,00,000/-and below) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall

not be refunded before the expiry of twelve months (12 months) (six months in the case of any work other than road work cost Rs. 15,00,000/- and below) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

Clause 40 (The amended Clause shall be as under)

The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee.

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/ gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications.

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

NOTE: - Near relative (s) for this purpose is/are defined as: –

- (i) Member of Hindu Undivided family (UHF).
- (ii) They are Husband and Wife.
- (iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

Clause 42

'A' The Title of this clause instead of
"Return of Material and Recovery for Excess Material issued"
Shall be
"Recovery for inadequate consumption of Materials"

'B' the Amended Clause shall be as under

- i) After completion of the work and also at any intermediate stage in the event of non-conciliation of the materials consumed and in balance, theoretical quantity of materials consumed in the work shall be calculated on the basis and method given hereunder:
 - a) Quantity of cement shall be calculated on the basis of coefficients of cement mentioned for different items of work in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement are not available in the above mentioned schedule or cannot be derived from the same, shall be calculated on the basis of the coefficients approved by the concerned Superintending Engineer(C).
 - b) Theoretical quantity of steel reinforcement shall be taken as the quantity required as per design or an authorised by the Engineer-in-Charge, including authorised lappages, chairs etc. plus 3% wastage due to cutting into pieces. Such theoretical quantity being determined and compared with the actual quantities brought at the site diameter-wise section-wise and category-wise separately.
 - c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage's due to cutting into pieces (except in the case of G.I./M.S. Sheets it shall be 10%). Such determination & comparison being made diameter-wise & category-wise.
 - d) For any other material as per actual requirements.
- ii) Over the theoretical quantities of materials so computed and variation shall be allowed as specified in Schedule 'F'. The difference in the actual quantities of material consumed by the contractor and the theoretical quantities including such authorised variation. If not fully reconciled to the satisfactory of the Engineer in-Charge within fifteen days of the issue of written notice by the Engineer-in-

Charge to this effect, shall be recovered at the rates specified in Schedule 'F' Decision of the Engineer in Charge in regard to theoretical quantities of materials shall be final and binding on the contractor.

iii) The said action under this clause is without prejudice to the right of BSNL to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Amendment in PROFORMA OF SCHEDULES

SCHEDULE "F"

Clause 42

Star prices to be considered for recoveries

Material	Star Price
Cement (Minimum 43 Grade)	
Mild Steel	
Reinforcement conforming to BIS 1786 (Fe 415 Grade)	
Reinforcement steel TMT bars conforming to BIS	

ii) Variation permissible on theoretical quantities.

a)	Cement for works with estimated cost put to tender	Permissible Variation
	i) Not more than 5 lakhs	3% minus
	ii) More than 5 lakhs	2% minus
b)	Steel reinforcement and structural steel sections for each diameter, section and category	2% minus

**Correction Slip no. -3
(To GCC for BSNL Civil works -2006, issued on 15.04.09)**

S.No.	Clause	Existing Provision	Modified Provision
1.	1 For amount exceeding Rs. 6.00 Lakhs (Rupees six Lakhs) shall submit an irrevocable PERFORMANCE GUARANTEE of 5 % (Five Percent) of the tendered amount....For amount exceeding Rs. 15.00 Lakhs (Rupees Fifteen Lakhs) shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five Percent) of the tendered amount
2	1A(Foot note)	In case of works with estimated cost put to tender is up-to and including Rs. 6,00,000/- the clause 1 shall not be applicable, and,.....	In case of works with estimated cost put to tender is up-to and including Rs. 15,00,000/- the clause 1 shall not be applicable and.....
3	17 if any defect, shrinkage or other faults appear in the work within twelve months (12 months) after a certificate final the contractor shall Make the same good at his own expenses or a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. if any defect, shrinkage or other faults appear in the work within twelve months (12 months) (six months in the case of work costing Rs. Fifteen lakhs and below except road work) after a certificate finalthe contractor shallmake the same good at his own expenses ora sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of the twelve months (six months in the case of work costing Rs. Fifteen lakhs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

Executive Engineer (C)
BSNL Civil Division,
Jammu

Correction Slip no. 2

S.No.	Clause or para	Existing	Modified
1.	Clause-10	The contractor shall submit every month statement of cement, reinforcement steel and PVC Pipes procured, consumed and balance at site,.....	The contractor shall submit every month statement of cement, reinforcement steel, galvanized steel and PVC Pipes procured, consumed and balance at site,
2	Clause -10C	<p>If the prices of material (not being material supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof)completion is 18 (Eighteen) months or less. Such compensation for escalation in the prices of material and labour, when due, shall be worked out based on the following provisions:-</p> <p>a) Adjustment for component of cement.....</p> <p>b) Adjustment for component of Reinforcement steel</p> <p>No provision for escalation for escalation for tower materials</p> <p>c) Adjustment for component of other material</p> <p>VM=(W*x/100Qc*SPc-Qs*SPs)*(MI-Mio)/Mio</p> <p>VM: Variation in other material cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p>W: Cost of work done worked out as indicated in sub –para ii) above.</p> <p>X: Component of materials expressed as per cent of the total value of work as indicated in schedule F.</p> <p>MI: All India wholesale index for All Commodities for the period under consideration as published by the Economic Adviser to Government of India. Ministry of Industry and Commerce.</p> <p>Mio : All India wholesale index for All Commodities as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tender including extension if any.</p>	<p>If the prices of material (not being material s supplied or services rendered at fixed prices by the BSNL in accordance with Clause 10 & 34 thereof) completion is 18 (Eighteen) months or less. Such compensation for escalation, when due, shall be worked out based on the following provisions:-</p> <p>a) Adjustment for component of cement.....</p> <p>b) Adjustment for component of Reinforcement steel.....</p> <p>c) Adjustment for the component of Galvanized Steel</p> <p>VT = QT*SPt *{0.85[TI-TIo /TIO]+0.15[(ZI-ZIo]}</p> <p>Vt: Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qt: Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier)</p> <p>SPt: Star price of Galvanized Steel as mentioned in Schedule –F (to be fixed by concerned CE(C)</p> <p>TI: All India wholesale Index for Tower Steel material (Angels, channels & Sections for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.</p> <p>However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of Galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause -5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, with</p>

			<p>apply.</p> <p>Tio : All India wholesale index for Tower steel material (Angels, channel & Section) as published by the Economic Adviser to Government of India, Ministry of Industry and commerce and that valid on the on the last stipulated date of receipt of tender including extension if any.</p> <p>ZI: All India wholesale index for Zinc for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce. However, the price Index shall be minimum of the following :</p> <p>i) Index for the month when the last consignment of Galvanized steel for the work is procured or ii) Index for the month in which half of the stipulated contract period is over. iii) Index for the period under consideration.</p> <p>For the period extended under the provision of clause -5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Zlo: All India wholesale index for Zinc as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender stipulated extension if any.</p> <p>d) Adjustment for the component of other materials $VM=(W*X/100-Qc*SPc-Qs*SPs-Qt*SPT)*(MI-Mio)/Mio$</p> <p>VM: Variation in other material cost i.e. increase or decrease in the amount in rupees to be paid or recovered W: Cost of work done worked out as indicated in sub-para ii) above. X: Component of material expressed as percent of the total value of work as indicated in schedule F. MI: All India whole sale index for All Commodities for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry an commerce. Mio: All India wholesale index for all Commodities as published by Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the</p>
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		<p>d) Adjustment for component of P.O.L</p> <p>(viii) a) No such adjustment for decrease in the price of the Cement Reinforcement Steel, Other Material and /or wages of labour aforementioned would be made in case of contracts in which the stipulated period of the completion of work is eighteen months or less .</p> <p>b) The Engineer –in charge On the contractor.</p> <p>Provided alwaysapplicable</p>	<p>last stipulated date of receipt of tender including extension if any.</p> <p>e) Adjustment for component of P.O.L..... (viii) a) No such adjustment for decrease in the price of cement, Reinforcement Steel, Galvanized steel other Material and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of work is eighteen months or less.</p> <p>b) The Engineer-in charge..... on the contractor.</p> <p>Provided alwaysapplicable.</p>
3	<p>Clause-10CA</p>	<p>If after submission of the tender, the price of cement and /or reinforcement steel bars (not being materials supplied from the Engineer-in-charge's stores in accordance with Clause 10 thereof) increase (s) beyond the price (s) prevailing at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work , then the amount of the contract shall be effected for stipulated period of contract including the justified period extended under the justified period extended under clause -2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of compensation is 03 (three) months or less.</p> <p>If after submission of the tender, the prices of cement and/or reinforcement of steel bars (not being material supplied from the Engineer –in –charge's stores in accordance with Clause 10 thereof)decreased, BSNL shall in respect of those materials incorporated in the works(not being materials supplied from the Engineer-in –charge's stores in accordance with Clauses 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be</p>	<p>If after submission of the tender, the price of cement and /or reinforcement steel bars and/or galvanized steel(not being materials supplied from the Engineer-in-charge's stores in accordance with Clause 10 thereof) increase(s)/ decreases beyond the price (s) prevailing at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall be effected for stipulated period of contract including the justified period extended under the justified period extended under clause -2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of compensation is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) & (c) of this clause shall be payable/recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three)months.</p> <p>The increase/ decrease in prices shall be determined by the All India Wholesale Price Indices for Cement, Steel (bars and rode) and Galvanized steel (Angels, channels& Section etc) as published by</p>

	<p>equivalent to the difference between the prices of cement and/or reinforcement steel bars as prevailed at the time of the last stipulated date of receipt of tender s (including extensions, if any) for the work, and the prices of these materials on the coming into force of such star price of cement and/or reinforcement steel bars issued by CE(C) of concerned zone.</p> <p>The increase/ decrease in prices shall be determined by the All India Wholesale Price Indices for Cement, Steel (bars and rode) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and Industry and star price for cement and/or steel reinforcement bars as issued under authority of concerned CE(C) as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration .The amount of contract shall accordingly be varied for cement and/or Reinforcement Steel and shall be worked out as per the formula given below:</p> <p>a) Adjustment for component of cement.....</p> <p>b) Adjustment for component of Reinforcement steel.....</p> <p>c) (NO PROVISION)</p>	<p>the Economic Adviser to Government of India, Ministry of Industry and Commerce and Industry and star price for cement and/or steel reinforcement bars and/or Galvanized steel as issued under authority of concerned CE(C) as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration .</p> <p>In case, price Index of a particular material is not issued by Ministry of Commerce and Industry, than the price Index of nearest similar material in schedule – F shall be followed.</p> <p>The amount of contract shall accordingly be varied for Cement and/or Reinforcement Steel and/or Galvanized steel and shall will be worked out as per the formula given below fore individual material:</p> <p>a) Adjustment for component of cement.....</p> <p>b) Adjustment for component of Reinforcement steel.....</p> <p>c)Adjustment for component of Galvanized Steel</p> $VT = QT * SPt * \{0.85[TI - TIO / TIO] + 0.15[(ZI - ZIo)]\}$ <p>Vt: Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qt: Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier)</p> <p>SPt: Star price of Galvanized Steel as mentioned in Schedule –F (to be fixed by concerned CE(C))</p> <p>TI: All India wholesale Index for Tower Steel material (Angels, channels & Sections for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.</p> <p>However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of Galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause -5 of the contract without any action under clause 2, the same principle as for the period within</p>
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			<p>stipulated period of completion, with apply.</p> <p>Tio : All India wholesale index for Tower steel material (Angels, channel & Section) as published by the Economic Adviser to Government of India, Ministry of Industry and commerce and that valid on the on the last stipulated date of receipt of tender including extension if any.</p> <p>ZI: All India wholesale index for Zinc for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce However, the price Index shall be minimum of the following :</p> <ul style="list-style-type: none"> i) Index for the month when the last consignment of Galvanized steel for the work is procured or ii) Index for the month in which half of the stipulated contract period is over. iii) Index for the period under consideration. <p>For the period extended under the provision of clause -5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>ZIo: All India wholesale index for Zinc as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender stipulated extension if any.</p>
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Executive Engineer (C)
BSNL Civil Division
Jammu

GUARANTEE BOND

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

The Agreement made this ____ day of _____ two thousand and _____ between M/s _____ (hereinafter called the Guarantor of the one part) and the Bharat Sanchar Nigam Limited (herein after called the BSNL of the other part).

Whereas this agreement is supplementary to a contract (herein after called the contract dated _____ and made between the GUARANTOR OF THE PART AND THE BSNL ON THE OTHER PART, Where by the contractor, inter-alia, undertook to render the buildings and structure in the said contract rectified completely water and leak proof.

AND WHEREAS THIS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak proof for TEN years to be from the date of giving of water proofing treatment.

NOW THE GUARANTOR here by guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the maintenance period prescribed in the contract.

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

- a) Misuse of roof shall mean any operation, which will damage proofing treatment like chopping of firewood and things of the same nature, which might cause damage to the roof, and,
- b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby roofing treatment is removed in parts.

The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

- 5. During this period of guarantee the guarantor shall make good all defects and in case of any defects being found render the bldg. water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within 7 days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the department by some other contractor at the 'GUARANTOR' s cost and risk. The decision of the Engineer-in-Charge as to the cost payable by the guarantor shall be final and binding.
- 6. That if the GUARANTOR fails to execute the water proofing or commits breach there under then the guarantor will indemnify the principal and his successor against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplemental agreement. As to the amount of loss and/or damage and or cost incurred by the BSNL. The decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS OF THESE PRESENTS HAVE BEEN EXECUTED BY THE GUARANTOR M/s _____ AND BY THE EXECUTIVE ENGINEER, BSNL CIVIL DIVISION _____ FOR AND ON BEHALF OF BSNL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY OBLIGER IN THE PRESENCE OF

SIGNED FOR AND ON BEHALF OF THE BSNL BY IN THE PRESENCE OF

XXXXXXXXXXXXXXXXXXXXXXX

**PROFORMA FOR AGREEMENT
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

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

WHEREAS

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

AND WHEREAS

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

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

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

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

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

Signed and delivered for and on behalf of BSNL	Signature and delivered for and on behalf of the contractor
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(BHARAT SANCHAR NIGAM LIMITED) OFFICIAL ADDRESS	(Contractor)
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Date Place	Date Place
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IN PRESENCE OF TWO WITNESSES

SIGNATURE NAME	SIGNATURE NAME
SIGNATURE NAME	SIGNATURE NAME

NOTE

For Proprietary Concern

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

For Partnership Concern

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

- i) ShriS/o..... , and
- ii) Shri S/o.....etc..

For Companies

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

Schedule of Work

Name of work : Construction of 40m high NBLW tower including construction of tower fdn, tower erection, painting and allied works at Dori Dager.

S.No.	Description of item	Qty	Rate	Unit	Amount
	Sub Head: EARTH WORK				
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 Sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed.				
(a)	All kinds of soil	70.00 Cubic Metre		One Cubic Metre	
2	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30 cm in depth, 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50 m and lift upto 1.5 m, disposed earth to be levelled and neatly dressed.				
(a)	Ordinary rock	70.00 Cubic Metre		One Cubic Metre	
3	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth: consolidating each deposited layer by ramming and watering, lead upto 50 m and lift upto 1.5 m.	100.00 Cubic Metre		One Cubic Metre	
4	Extra for every additional lift of 1.5 m or part thereof in:				
(a)	All kinds of soil.	42.00 Cubic Metre		One Cubic Metre	
(b)	Ordinary or hard rock.	40.00 Cubic Metre		One Cubic Metre	

S.No.	Description of item	Qty	Rate	Unit	Amount
	Sub Head: CONCRETE WORK				
1	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering All work upto plinth level.				
(a)	1:4:8 (1 cement :4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	3.00 Cubic Metre		One Cubic Metre	
	Sub Head: REINFORCED CEMENT CONCRETE				
1	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement - All work upto plinth level.				
(a)	1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	38.00 Cubic Metre		One Cubic Metre	
2	Centring and shuttering including strutting, propping etc. and removal of form for :				
(a)	Foundations, footings, bases of columns etc. for mass concrete.	30.00 Square Metre		One Square Metre	
(b)	Lintels, beams, plinth beams, girders, bressumers and cantilevers.	6.00 Square Metre		One Square Metre	
(c)	Columns, Pillars, Piers, Abutments, Posts and Struts.	27.00 Square Metre		One Square Metre	
3	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete.				
(a)	Thermo-Mechanically Treated bars.	3700.00 Kilogram		One Kilogram	

S.No.	Description of item	Qty	Rate	Unit	Amount
	Sub Head: FINISHING				
1	6 mm cement plaster of mix				
(a)	1:3 (1 cement : 3 fine sand)	5.00 Square Metre		One Square Metre	
2	White washing with lime to give an even shade :				
(a)	New work (three or more coats)	5.00 Square Metre		One Square Metre	
	Sub Head: MISCELLANEOUS BUILDING WORKS				
1	Labour charges for fixing bed plates, templates & anchor bolts etc. in the stem of the columns of the tower foundation i/c extremely accurate positioning, levelling etc. complete as per the direction of Engineer - in - charge. (Rate is for each tower)	1.00		Each job	
2	Carriage of tower materials from BSNL store depot Jammu to proposed site by Mechanical transport i/c loading, unloading, and stacking				
(a)	Upto a lead of 10.00 Km	10.00		Ton	
(b)	Extra beyond 10Km upto 20km. (Extra rate per km)	100.00		Ton	
(c)	Extra beyond a lead of 20 km. (Extra rate per KM lead). (Note 1. Material will have to be carried upto nearest motorable road point to the site).	600.00		Ton	
2	Supplying at site the missing galvanised tower materials comprising of MS angles flats, bars, plates, gusset plates, ladder connecting plate, base plates, nuts and bolts as per IS 226/ 2062 rolled steel sections conforming to IS 808: 1989 and nuts and bolts complete as per the directions of Engineer -In- charge.	25.00		Kg	

S.No.	Description of item	Qty	Rate	Unit	Amount
3	Labour charges for erection of 40 meter ground based four legged narrow base self supporting angular steel communication tower as per drawing and relevant I.S safety codes i/c lifting at site all steel sections / fittings and fixtures upto required levels with necessary T&P required all complete as per the direction of Engineer - in - charge.	10.00		Ton	
4	Applying two or more coats of high gloss synthetic enamel paint of approved brand & manufacture and of required shade & pattern over & i/c one or more base coats of zinc chromate primer of approved brand and manufacture i/c preparation of surface with etch primer on 40 meter high tower all complete as per the direction of Engineer - in - Charge.	10.00		Ton	
5	Providing and fixing single spike solid copper lightening arrestor of 600mm length 12mm dia. as per IS 613 - 2000 with spike on one end and threading on the other end and shall be connected to ring earth directly by 50x3mm GI strip with suitable lugs at both ends and suitable tightened along tower legs with proper insulation and as per the direction of Engineer - in - charge.(The Spike shall be supplied by the Deptt. Free of cost) (The lightening arrestor is to be fitted at 1500mm above the top of the tower).	1.00		Each Job	

S.No.	Description of item	Qty	Rate	Unit	Amount
6	Providing and Fixing LED aviation obstruction lamp (solid state high flux lamps of Saraj, Binoy, Aviads, Litten or equivalent) on diagonal ends one at the top of the 40 meter tower & another at 20 meter height i/c independent wiring of these lamps starting from LED lamp to BTS room/Exchange room with PVC sheeted & insulated copper conductor cable of size 3 X 1.5 sq.mm (ISI mark & joint free) encased in PVC conduit pipe of 20mm dia. & of 2mm thick of ISI mark including light dependent resistance sensor and other fixtures and connected works like terminating electrical cable to the requisite switches in exchange building etc. complete as per the ICAO regulations and as per the specifications and directions of Engineer - in-charge.	1.00		Each job	
7	Providing & Fixing ring earth i/c excavation of trench all round the tower of size 500mm wide and 1500mm deep (Minimum 600mm deep in rock strata) and laying GI strips of size 50x3mm in trench and jointing the same above the ground level of each leg separately with connectiong GI strip with 2 nos. GI nuts and bolts & refilling the trench with excavated soil complete as per the direction of Engineer - in - charge. The GI strips joints shall be done by placing 100x50x3mm thick lead sheets with 2 nos. 10mm dia GI nuts, bolts &	40.00		One meter	

S.No.	Description of item	Qty	Rate	Unit	Amount
	<p>washers. The joints in between GI strip & tower legs shall be done by placing 60x50x3mm thick lead sheets with 1 nos. GI nut, bolt & washer. The HI strip joint shall be properly wrapped and sealed by water proof tape to avoid any ingress of moisture at the joints. The GI strip in the trench shall be covered with a mixture of salt and charcoal in the ratio of 1 : 50 upto a depth of 150mm as per the direction of Engineer - in - charge. Both ends of the GI strip shall be brought to the ground level and terminated in an enclosed in a brick masonry chamber of inside size 300x300x300mm with 75 class designation bricks in cement mortar 1 : 6 (1 cement : 6 coarse sand) i/c necessary excavation, foundation concrete 1 : 5 : 10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40mm n/s) plastering 12mm thick in cement mortar 1 : 3 (1 cement : 3 fine sand) with hinged CI cover & frame of size 300x300mm (Wt. of cover not less than 4.5kg) with proper locking arrangement all complete as directed by Engineer - in - charge. (Length of GI strip shall be measure for payment and nothing extra shall be measured & paid for overlaps).</p>				