



Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprises)
(Civil Wing)



OFFICE OF THE
SUB DIVISIONAL ENGINEER (C), BSNL, CIVIL SUB DIVISION,
BLOCK No-6, SET No-2, PHASE-III, SECTOR-6, KANGNADHAR,
NEW SHIMLA (HP)-171009.

TENDER DOCUMENT

FOR

THE WORK OF

**“Minor urgent civil repair works in BSNL Colony North View, Shimla
[HP].”**

NIT No : SDE/BSNL/CSD/SHIMLA/Year 2023-24/03, Dated-08.06.2023

Certified that this document contains **1 To 45** printed pages including the cover page.

O/o Sub Divisional Engineer (Civil)
BSNL Civil Sub Division
Shimla (HP)



Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)

(CIVIL WING)

O/o SUB DIVISIONAL ENGINEER (C), BSNL, CIVIL SUB DIVISION,
SHIMLA (HP)-171009.

NAME OF TENDERER :

NAME OF Work: **Minor urgent civil repair works in BSNL Colony North View, Shimla [HP].**

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Sub Divisional Engineer [C]
BSNL CIVIL Sub Division
Shimla (HP).

IMPORTANT INSTRUCTIONS TO ALL TENDERERS

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

1. The tenderer should read carefully & understand Tender form BSNL W-8, Bharat Sanchar Nigam Limited "General Conditions of Contract for Civil Works (2006) with up to date correction slips no. 1 to 6 (available on website www.hp.bsnl.co.in/hpc), 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 2021 & Market Rates and CPWD specifications 2019, Volume I & II with up to date correction slips.
3. The tenderers **who have downloaded the tender document from the web** should read the important instructions & declaration given in pages '**3**', '**4**', '**5**' & '**14**' carefully before submitting the tenders.
4. All the eligibility credentials submitted by the intending tenderers must be duly self attested.

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

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 & ensure that the complete tender document including schedule of quantity as per the index given on page '2' has been down loaded and there are **1 to 45 pages** only in the tender document.
2. The printout of tender document should be taken on 12" paper only & the printer settings etc are such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.
3. The tenderer should ensure that no page in the down loaded tender document is missing.
4. The tenderer should ensure that all pages in the down loaded tender document are legible & clear and are printed on a good quality paper.
5. The tenderer should ensure that every page of the down loaded tender document is signed by tenderer with stamp (seal).
6. On page '2' 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 rejected out-rightly.
9. In case of any correction/addition/alteration/omission in the tender document, it shall be treated as non-responsive and shall be rejected.
10. The tenderer shall furnish a declaration to this effect that no addition/ deletion/corrections have been made in the tender document submitted and it is identical to the tender document appearing on Web-site.
11. The tenderer should read carefully & sign the declaration given on the next page before submitting the tender.
12. The cost of tender should be submitted along with the EMD 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 The ENGINEER (CIVIL), BSNL, CIVIL before submitting the tender.

DECLARATION

(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 Performa as downloaded directly from the website & there is no change in formatting, number of pages etc.
- 2) I/ We have submitted tender documents which is same / identical as available in the website.
- 3) I / We have not made any modification / corrections / additions etc in the tender documents downloaded from web by me / us.
- 4) I / We have checked that no page is missing and all pages as per the index are available & that all pages of tender document submitted by me / us are clear & legible.
- 5) I / We have signed (with stamp) all the pages of the tender document before submitting the same.
- 6) I / We have sealed the tender documents properly before submitting the same.
- 7) I / We have submitted the cost of tender along with the EMD declaration as per Annexure IV.
- 8) I have read carefully & understood the important instructions to the all tenderers & to tenderers who have down loaded the tenders from the web.
- 9) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
- 10) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, the tender / work will be cancelled and 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 stage later, it is found there is difference in our downloaded tender documents from the original, I / We may also be debarred for further participation in the tender in the concerned BSNL Civil Zone & would also render me / us liable to be removed from the approved list of contractors of the Department.

Dated

(CONTRACTOR)
(SIGN WITH SEAL)

BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

O/o Sub Divisional Engineer (Civil), BSNL Civil Sub Division, Shimla

NOTICE INVITING TENDER

NIT No: **SDE/BSNL/CSD/SHIMLA/Year 2023-24/03**

Dated- **08.06.2023**

1.0 Item rate tenders are invited by **Sub Divisional Engineer [C], BSNL Civil Sub Division, Shimla** on behalf of the BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible contractors of B.S.N.L. (Civil Wing), DOP, MES, CPWD, Railways and State PWD (B&R) of appropriate class for the work of:-

Name of work	Estimated cost	Tender Cost	E.M.D.	Period of completion
Minor urgent civil repair works in BSNL Colony North View, Shimla [HP].	Rs. 47967/=	Rs. 177/-	959.00	1 (One month)

1.1 The work is estimated to Cost – **Rs 47967/= (Forty Seven Thousand Nine Hundred Sixty Seven Only).**

1.1 The contractor shall submit valid attested photocopies of Enlistment documents, attested copies of GST registration Certificate issued by concerned Department of Govt. of HP / Govt. of India, EPF / ESI registration certificates, EMD / Tender Cost in the wax / adhesive tape sealed envelope and the attested copies of certificates, testimonials of their satisfactory completion of works from the department concerned, obtained from an officer not below the rank of the Executive Engineer, in charge of the work while applying for participation in tender / issue of tender forms for the works, He / they shall submit attested copies of Goods Service tax registration Certificate issued by concerned department of Govt. of Himachal Pradesh / issued by the Central Excise Department Govt. of India or he / they may submit the same before 1st RA bill.

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

1.1.1.1 For works upto Rs. 7 lakhs – NIL

1.1.1.2 For works above Rs 7 lakhs and upto Rs. 5 Crore. The applicant should have completed works as per details below during the last seven years ending last day of the month previous to the one in which the tenders are invited.

- a) Three similar completed works 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 R.C.C. Bldg. or load bearing Building works.

2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL W-8, which is available as a BSNL Publication / BSNL Web site "www.hp.bsnl.co.in/hpc" Tenderer shall quote his rates as per various terms and conditions of the said form, (In case "Tender documents" are downloaded form the BSNL Website in which rates are to be quoted should be properly bound and sealed) which will form part of the agreement.

3.0 The time allowed for carrying out the work will be **1 (One) month** from the 7th. (Seven) day after the date of issue of letter of award of work , or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.

4.0 The site for the work shall be made available at the time execution.

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.hp.bsnl.co.in/hpc" and date of issue of tender forms will be as follows:

- i) Last date of receipt of application – **14.06.2023 upto 16.00 Hours.**

- ii) Last date of issue of tender forms **15.06.2023**.

6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be downloaded from the BSNL website "www.hp.bsnl.co.in/hpc" or be seen in the office of the EXECUTIVE ENGINEER, BSNL CIVIL DIVISION, Shimla between 1100 hours & 1600 hours from 19.05.2023 to 15.06.2023 everyday 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 following.

- i) Tender Cost **Rs.177/=** i/c GST (Non Refundable) in cash or Demand Drafts **of a scheduled bank** issued in favour of **AO [Cash], O/o GMTD, Shimla, BSNL (HP), payable at Shimla (HP)**.
- ii) **Earnest Money of Rs 959/-** as 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 **AO [Cash], O/o GMTD, Shimla, BSNL (HP), payable at Shimla (HP)**. 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 5 lakhs) or Rs. 25 lakhs, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.

7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, **will be received by Sub Divisional Engineer (Civil), BSNL Civil Sub Division, Shimla up to 1500 Hrs. on 16.06.2023 and will be opened by him or his authorised representative in his office on the same day at 1530 Hrs.** if the eligibility credentials of all tenderers in envelope-1 are found in order. **If the eligibility credentials are required to be clarified / verified, then the envelope-2 of all tenderers containing the tender document will be opened on later date to be intimated at the time of opening of tender.** After opening the main envelope-3, the envelope-1 containing the Earnest Money declaration as per Annexure IV, 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 declaration as per Annexure-IV, 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: **Minor urgent civil repair works in BSNL Colony North View, Shimla [HP]**.

9.0 Submission of tender :

Tender shall be submitted in following manner:

9.1 In case the tender document is down loaded form BSNL website.

9.1.1 "Earnest Money (In the form as mentioned at Sr. No-6 (ii), Cost of Tender document (**Rs. 590/=** in form of Demand Draft from Scheduled Bank in favour of **AO [Cash], O/o GMTD, Shimla, BSNL (HP), payable at Shimla (HP)**). Application form, Declaration, Eligibility credentials as mentioned in Check List and Check List duly signed" shall be placed in sealed envelope-1 marked "Earnest Money plus cost of Tender and eligibility credentials".

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

9.1.3 The sealed envelope No. 1 & 2 as above containing "Earnest Money declaration as per Annexure IV plus cost of Tender, Eligibility Credentials", and the "Tender" shall be placed in another sealed envelope-3.

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

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

9.2 In case tender document is purchased form **Division office**.

9.2.1 Earnest money Deposit in required format or 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 (Wax sealed / Adhesive tape sealed) envelope No.-3.

9.2.4 Same as 9.1.4.

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

9.3 The tender in which rates are to be quoted should be properly bound and sealed (**Wax sealed / adhesive tape sealed**) Loose / spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction/ addition/ alteration/ omission in tender document vis-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 abovementioned 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 subsoil (so far as is practicable), the form and nature of the site, the means of access to the site, The accommodation they may require and in general, shall themselves obtain all Necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any Misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & plants, water, electricity, access facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.

11.0 The competent authority on behalf of Bharat BHARAT SANCHAR NIGAM LIMITED does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

12.0 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 the BHARAT SANCHAR NIGAM LIMITED reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to Perform the same at the rate quoted.

14.0 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).

(ii) They are Husband and Wife.

(iii) The one is related to other in the manner as father, mother, son (s) & Son's wife (Daughter-in-law), Daughter (s), Daughter's husband (son-in-law), brother (s), Brother's wife, sister (s), sister's husband (brother-in-law).

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

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

"I, _____ S/o Shri _____ Resident of _____ hereby certify that none of my relative (s) as defined above is/are employed in concerned BSNL Civil Zone. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me".

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

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

- 15.0 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 or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or BSNL in writing. This contract is liable to be Cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
- 16.0 The tender for the work shall remain open for acceptance for a period of 30 opening of the tenders. If, any tenderer withdraws his tender before the said period or issue of letter of acceptance / intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 17.0 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, with in 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 W6) 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 aware shall be issued. The contract shall be deemed to have comes into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer / Contractor shall, with in 15 days from such date, formally sign the agreement consisting of:-
- a) The Notice Inviting Tender, all the documents including additional conditional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard BSNL W-8 as on website "www.hp.bsnl.co.in/hpc"
- 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 contracts 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.hp.bsnl.co.in/hpc" as well as in the 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 tender with stamp (seal) of his firm / organization.
- 24.0 The tenderer to be note that the rates quoted should be inclusive of all taxes & levies including liability of GST on works contract upto extent mentioned in Schedule F under clause 37 (i) excluding EPF & ESI contribution paid to the contractor workers (Employer share), excise duty, labour cess and all other taxes of Central / HP State Government with loading unloading and transportation etc. The rates shall be firm and final. Nothing extra shall be paid on any account.
- 25.0 **Condition for EPF/ESI**
- (a) The bidder must comply with the Provisions of EPF & Misc. Provisions Act, 1952 and Employees Provident Fund Scheme 1952, in respect of labourers / employees engaged by the bidder for carrying out works and they have to obtain and produce EPF registration within one month of award of work. **First payment shall be made to the contractor only when he submits his valid / applicable EPF registration.**
- The claim bill of contractor must accompany the list showing the details of labourers/ employees engaged ,duration of their engagement, amount of wages paid to such labours/ employees , & authenticated documents showing amount of EPF contributions (both employer's & employees Contribution), paid to the EPF Authorities. Non compliance of above provision will be treated as breach of contract and necessary action against the bidder will be taken.
- b) The contractor shall be required to comply the provision of ESIC, payment of wages act, contractor labour regulation act, payment of bonus act, payment of gratuity act and service tax regulation. Non compliance of above provision will be treated as breach of contract and necessary action against the bidder will be taken.
- 26.0 **The contractor shall have to fully abide by the relevant provision of Employee's Provident Fund and Miscellaneous Provisions Act 1952, amended from time to time and they have they have to obtain and produce EPF registrati on within one month of award of work. First payment shall be made to the contractor only when he submits his valid EPF registration.**
- 27.0 **There is clause 46 for insurance which is to be complied by the contractor.**
- 28.0 **If a contractor fails to start the work with in 7 days after stipulated date of start or after handing over of clear site which ever is later, then his EMD & PG shall liable to be forfeited and tender cancelled.**
- 29.0 If there happens to be holiday on any dates mentioned above then the transactions will be made on next working day.

Signature:-

Name. :-

**Sub Divisional Engineer (Civil),
BSNL Civil Sub Division, Shimla [HP]
For & on behalf of the BSNL**



Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprises)

(Civil Wing)

O/o Sub Divisional Engineer (Civil), BSNL Civil Sub Division, Shimla

APPLICATION FORM

To

Sub Divisional Engineer (Civil),
BSNL Civil Sub Division,
Shimla (HP).

Subject: Minor urgent civil repair works in BSNL Colony North View, Shimla [HP].)

Ref:- Your NIT No:- SDE/BSNL/CSD/SHIMLA/Year 2023-24/03

Sir,

I/We am/are registered with the BSNL, DOP, CPWD, MES, Railways, HP State PWD (B&R) as Class contractor and my Registration No. is I am eligible to submit tenders for works costing up to Rs.Lakhs. The proof of having completed the works of requisite magnitude as per NIT condition from appropriate authority is enclosed herewith.

I/We am/are submitting the application for and behalf of Central/State Govt. undertaking. The proof of having completed the works of requisite magnitude as per NIT condition from appropriate authority is enclosed herewith.

I/We am/are eligible to submit tenders as specialized agency. The proof of having completed the works of requisite magnitude as per NIT condition from appropriate authority is enclosed herewith.

I/We.....s/o Sh..... Resident ofhereby certify that none of my relative (s) as defined in para '14' of BSNL W6 is/are employed in concerned BSNL Civil Zone. In case at any stage, it is found out that information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me.

It is certified (confirmed) that this registration is valid as on date and I shall inform the department myself as soon as my registration expires or is cancelled/revoked.

It is requested that we may be allowed to take part in the tendering (Financial bid).

Yours Faithfully,

Date:

Place:

(Contractor)

Name.....

Address.....

Contact Phone No.:

ANNEXURE-I

(To be submitted by the contractor regarding near relatives working in BSNL Civil Zone as per clause 16 of BSNL W-6)

CERTIFICATE FOR NEAR RELATIVES

“I..... S/oResident of
..... hereby certify that none of my relative(s) as defined in clause 14 of BSNL
W-6 is / are employed in **BSNL Civil H.P Zone**.

In case, at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me”.

SIGNATURE OF CONTRACTOR

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

ANNEXURE-II

DECLARATION REGARDING EPF , ESIC & Labour licence

"I / We _____ do hereby solemnly declare that I shall abide by all the rules / condition / provisions of 'The Employees Provident Funds Act / Scheme 1961' and ESIC Act . I/We shall obtain and submit applicable EPF, Labour licence & ESIC within one month of award of work. First payment shall be made to me/us only after submission of applicable EPF, ESIC & labour licence by me/us. In case of any default , the sole responsibility shall be mine / us . I/We shall also be liable for any pecuniary liability arising on account of any violation by me/us of the provisions of the said Acts".

This declaration shall become part of the Agreement.

SIGNATURE OF CONTRACTOR

CHECK LIST

Eligibility Credentials for enclosures (To be placed in envelop No-1)

Please check that the following documents have been enclosed along with the application:-

Sr. No.	Document	Attached *	No. of sheets
1	Attested copy of the registration / enlistment with DOT/ BSNL and Non –BSNL registered Contractors of Public works organizations like CPWD, State PWD (B&R), DOP, M.E.S. and Railways.	Yes / No	
2	Attested copy of the Pan card.	Yes / No	
3	Attested copy of the Goods Service tax registration certificate issued by concerned department of Govt. of Himachal Pradesh / issued by the Central Excise Department Govt. of India	Yes / No	
4	Attested copy of the Employee's Provident Fund registration.	Yes / No	
5	The proof of having completed the works of requisite magnitude as per NIT condition from appropriate authority.	Yes / No	
6	tested Copy of Partnership deed in case of partnership firm & Article memorandum of Association and certificate of incorporation in case of a mpany.	Yes / No /NA	
7	Attested copy of Power of Attorney of signatory of the Tender/ Attested copy of proof of authority to sign the tender.	Yes / No	
8	Tender fee as detailed in the Notice Inviting Tender has been enclosed.	Yes / No	
9	Earnest money as detailed in the Notice Inviting Tender has been enclosed.	Yes / No	
10	Application for participations in tender along with declaration. Regarding relatives as per para '14' of BSNL-W 6. (Annexure-I)	Yes / No	
11	Application for participations in tender along with declaration-Regarding EPF , ESIC & Labour licence. (Annexure-II), Undertaking regarding submission of Physical Bid Documents. (Annexure-III)	Yes / No	
12	All the pages of application and enclosures have been duly numbered and signed by authorized signatory.	Yes / No	

(*Strike out in applicable portion)

Date:

Place.....

Phone No:- / Mobile No-

Mail Id:-

Signature of Applicant

Name of Agency:-

Address:-

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

STATE—HP

BSNL CIVIL CIRCLE, SHIMLA (HP)

BSNL CIVIL DIVISION, Shimla

ZONE—HP

BSNL CIVIL SUBDIVN, Shimla

Item Rate Tender & Contract for Works

Tender for the work of : Minor urgent civil repair works in BSNL Colony North View, Shimla [HP].

To be submitted by 1500 hours on **16.06.2023** to THE **Sub Divisional Engineer (Civil), BSNL Civil Sub Division, Shimla.**

(i) To be opened in presence of tenderers who may be present at 1530 hours on **16.06.2023** in the office of THE **Sub Divisional Engineer (Civil), BSNL Civil Sub Division, Shimla.**

Issued to :
(Contractor)

Signature of officer issuing the documents :

Designation :

Date of Issue :

TENDER

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 30 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.

If I/We fail to commence the work specified I/We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of the Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We agree that, in case of works of estimated cost exceeding Rs.15,00,000/,to deposit an amount equal to 5% of Tendered value of the work as performance guarantee in the form of bond of any Scheduled Bank of India in accordance with the proforma prescribed or in the form of Fixed Deposit Receipt etc., within 15 days of the issue of letter of acceptance of

Tender by the BSNL. I/We am/are aware that in the event of failure on my/our part to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.

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

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

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

"I/ we agree that this contract is subject to jurisdiction of Court at **SHIMLA** only." .

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

Dated :

Witness :

(.....)

Address :

Signature of Contractor

Occupation :

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 BHARAT SANCHAR NIGAM LIMITED for a sum of Rs./= (Rupees)

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

- (a)
- (b)

For & on behalf of **BHARAT SANCHAR NIGAM LIMITED.**

Signature :

Dated :

Designation :

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	
SCHEDULE "B"				
Schedule of Materials to be issued to the contractor: NIL.				
S. No.	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
.....NIL.....				
SCHEDULE "C"				
Tools and Plants to be hired to the contractor				
S. No.	Description of Item	Hire charges per day	Place of issue	
1	2	3	4	
.....DELETED.....				
SCHEDULE "D"				
Extra schedule for specific requirements / documents for the work. If any.				
SCHEDULE "E"				
Schedule of component of Materials, Labour etc for escalation				
CLAUSE 10 : Clause 10 & 10 C, will not be applicable in this work.				
CLAUSE 10 CA & 10 D: -NA-				
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	Minor urgent civil repair works in BSNL Colony North View, Shimla [HP].
Estimated cost of Work	Rs 47967/- (Rupees Forty Seven Thousand Nine Hundred Sixty Seven Only).
Earnest Money	Rs. 959/- (Rupees Nine Hundred Fifty Nine 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.15,00,000/- (Rs. Fifteen Lacs)	Rs. ----- (Rs. -----) only
Security Deposit (10 % of the tendered value for works with estimated cost put to tender up to Rs. 15 Lakhs) (5 % of the tendered value in respect of works with estimated cost put to tender exceeding Rs. 15,00,000/- (Rs. Fifteen Lacs)	Rs _____ (Rupees). _____ _____ _____ Only).
GENERAL RULES AND DIRECTIONS	
Officers inviting tender	Sub Divisional Engineer (Civil), BSNL Civil Sub Division, Shimla
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	Sub Divisional Engineer (Civil), BSNL Civil Sub Division, Shimla
2(viii) Accepting Authority	Sub Divisional Engineer (Civil), BSNL Civil Sub Division, Shimla
2(x) Percentage on cost of materials and Labour to cover all overheads and profit	10% (Ten Percent).
2(xi) Standard Schedule of Rates	DELHI SCHEDULE OF RATES-2021
9(ii) Standard BSNL Contract Form	BSNL W-8 form as modified and corrected upto the date opening of tenders.
Clause 2	
Authority for fixing compensation under Clause 2	SUPERINTENDING ENGINEER (C), BSNL CIVIL CIRCLE, SHIMLA (HP).
Clause 2A	
Whether Clause 2 A shall be Applicable	NO

Clause 3A Whether clause 3A shall be applicable		NO					
Clause 5							
i)	Time allowed for execution of work.		1 (One) month				
ii)	Authority to give fair and reasonable extension of time for completion of work.		EXECUTIVE ENGINEER (C), BSNL CIVIL DIVISION, SHIMLA (HP).				
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.		Rs. 25000/-					
Clause 10							
Reinforcement steel to be used in the work shall have to be procured as below:-							
(a) CTD bars Manufactured by Primary Producers.							
(b) TMT bars Manufactured by Primary Producers.							
Clause 11							
Specification to be followed for execution of work.		Latest CPWD Specifications.					
Clause 12							
12.2 & 12.3	Limit for value of any item of any individual trade beyond which clauses 12.2.& 12.3 shall apply.		50% (Fifty Percent).				
Clause 16							
Competent authority for deciding reduced rates.		Superintending Engineer (Civil), BSNL Civil Circle-I (North), Shimla (HP).					
Clause 36 (i)							
S. No.	Minimum qualification of Technical Representative	Discipline	Designation(Principal Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i)	
						In Figures	In Words
1.	Graduate Engineer	Civil Engineering	Principal Technical Representative.		-NA-		-NA-
2.	Graduate Engineer or Diploma Engineer	Civil Engineering	Principal Technical Representative.	Nil or 5 years	-NA-		-NA-

Clause No. **Present Provision in the clause**

Modified provision in the clause

Clause-37 Extent of Taxes payable by **contractor** for building and construction works. The Contractor shall quote his rates inclusive of all applicable taxes and liability of GST on works Contract at present.

Clause 42

i)	Schedule / statement for determining theoretical quantities of cement on the basis of Delhi Schedule of Rates 2016 Printed by CPWD with up to date correction slips as on the date of opening of tenders.	
ii)	Variation permissible on theoretical quantities.	
a)	Cement for works with estimated costs put to tender	
	i) not more than Rs. 5 lakhs	3 % minus
	ii) more than Rs. 5 lakhs	2 % minus
b)	Steel reinforcement and structural steel sections for each diameter, section and category.	2 % minus

Star prices to be considered for escalation & recoveries

Sl. No	Material	Star Price (Rate in Figures and Words)
1 (a)	For Cement (OPC 43 GRADE).	_____
2(a)	For Mild steel	_____
2(b)	For Reinforcement Steel conforming to BIS 1786 (Fe 415 Grade)	_____
2(c)	For Reinforcement Steel TMT bars (Primary Producer)	_____
2(d)	For Reinforcement Steel TMT bars (Secondary Producer)	_____

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

Sub Divisional Engineer (Civil)
BSNL Civil Sub Division
Shimla

**Amendments in instructions for filling up
“The Contract Conditions of Contract”**

**Correction Slip No. 4
(Amendment to Clause 25 etc. of GCC for civil works -2006)**

Clause / para	Existing Provisions	Modifications proposed
Clause 3 A of Schedule -F	Does not exists	It shall be applicable to al BSNL Internal Works but for turn key/External Projects this clause will not be applicable to keep the contractor engaged and to safe guard the BSNL interest. Respective NIT approving authority shall provisioned this clause accordingly.
Clause 6A of Schedule –F	Does not exists	For operation of 6A regarding Computerized Measurement Books, the NIT approving authority shall initially implement this clause for all works costing more than Rs. 1.00 Crore (Rs. One Crore) and after six months with effect from issue of this Correction Slip (C.S. No.-4) the same may be reviewed for lesser value of works depending on the preparedness of the contractors and BSNL executives in that civil zone for all works as per Section 7.12 of CPWD Works Manual 2012.
Clause 12.1.2 (ii) & 12.1.2 (iii) of Schedule-F	Enter reference to schedule of rates & Enter % of above / below.....	Deleted.
Clause 25 of Schedule –F	Enter the designation of Conciliatory authority <ul style="list-style-type: none"> • In respect of the adjoining zone. • In respect of the adjoining zone. 	Deleted.
Clause 36 of Schedule-F	(iii) Enter the number of years NIT issuing authority.	To be filled up by NIT approving authority as per latest provision of Appendix-18 of CPWD Works Manual.

Correction Slip No.6

(To GCC for civil works-2006)

Clause No.	Present Provision	Proposed Provision
Clause 7	<p>No payment shall be made for work, ----- rates as decided by Engineer-in-Charge.</p> <p>The amount admissible will as far as possible be paid by 10th working day after the day of presentation of the bill by the contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the BSNL or dismantled materials, if any. In the case of works outside the headquarter of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.</p> <p>All such interim payment detailed measurement thereof.</p>	<p>No change.</p> <p>The amount admissible will as far as possible be paid by 30th working day after the day of presentation of the bill by the contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the BSNL or dismantled materials, if any. In the case of works outside the headquarter of the Engineer-in-Charge, the period of thirty working days will be extended to forty five working days.</p> <p>No change.</p>

Amendments to Clause 37 & 38 of GCC 2006

Sr. No.	Existing Provision	Modified Provision
1	<p>Page 12 of GCC (item 15 of General Rules & Directions)</p> <p>15. Sales tax, purchase tax, turnover tax or any other tax on material in respect of the contract shall be payable by the contractor and government will not entertain any claim whatsoever in respect of the same.</p>	<p>Page 12 of GCC (item 15 of General Rules & Directions)</p> <p>15. GST [up to the extent mentioned in Schedule-F under Clause-37(i)], Sales Tax/VAT, purchase tax, turnover tax or any other tax on material in respect of the contract shall be payable by the contractor and BSNL will not entertain any claim whatsoever in respect of the same.</p>
2	<p>Clause 37</p> <p>Levy / Taxes payable by contractor (i) Sales Tax/VAT [including Service Tax up to the extent mentioned in Schedule-F under Clause-37(i)], Building and other construction workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.</p>	<p>Clause 37</p> <p>Levy / Taxes payable by contractor (i) Sales Tax/VAT [including GST up to the extent mentioned in Schedule-F under Clause-37(i)], Building and other construction workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.</p>
3	<p>Clause 38</p> <p>Conditions for reimbursement of levy/taxes if levied after receipt of tenders (i) All tendered rates shall be inclusive of all taxes and levies [including Service tax up to the extent mentioned in schedule-F under Clause-37(i)] payable under respective statutes. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</p>	<p>Clause 38</p> <p>Conditions for reimbursement of levy/taxes of levied after receipt of tenders (i) All tendered rates shall be inclusive of all taxes and levies [including GST up to the extent mentioned in schedule-F under Clause-37(i)] payable under respective statutes. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</p>

SPECIAL CONDITIONS

1.0 General:

- 1.1. The eligible tenderers of civil component will quote rates for various items of electrical components of work also. The lowest tender shall be decided after adding quotes for Civil work component (Part B) and Electrical component (Part C). The quoted rates for various items in the tender shall be inclusive of all terms and conditions such as additional conditions, special conditions, particular specifications etc. and for adherence to all terms, conditions and specifications mentioned in the tender document. No extra payment shall be made to the contractor on account of this. Any infringement and/or breach of these specification and condition(s) etc. shall render the contractor liable for action(s) under various clauses of the contract and such action stipulated in conditions therein.
- 1.2 **GST [up to the extent mentioned in Schedule F under clause 37(i)], Sales tax / VAT, purchase tax, turnover tax or any other tax on materials in respect of this contract shall be payable by the Contractor and BSNL will not entertain any claim whatsoever in respect of the same.**
- 1.3. The Contractor shall make his own arrangements for electricity required for the execution of the work. Necessary payment shall be made by the Contractor directly to the department concerned. In case the statutory authority fails to sanction the electric connection or delays the sanction of electric connection, the Contractor shall make his own arrangements by providing diesel generators of adequate capacity at his own cost. No delay on this account shall be accepted. Nothing extra shall be paid on this account.
- 1.4. The Contractor shall make his own arrangement for backup power at his own cost. No interruption of work shall be accepted due to power failure. Nothing extra shall be paid on this account.
- 1.5. No walls or terraces shall be cut for making any opening after water proofing has been done without written approval of Engineer-in-Charge. When permitted cutting of water proofing work shall be done very carefully so that other portion of water proofing is not damaged. On completion of work at such place the water proofing work shall be made good and ensured that the opening / cutting is made fully water proof as per contract specifications/ directions of Engineer-in-Charge. Nothing extra shall be payable on this account.
- 1.6. No structural member shall be chased or cut without the written permission of the Engineer-in-Charge.
- 1.7. The order or preference in case of any discrepancy as indicated in condition No.8.1 under "Conditions of Contract" given in the General Conditions of Contract for BSNL 2006 form may be read as the following:
- (i) Nomenclature of items as per schedule of quantities.
 - (ii) Particular specifications, special and additional conditions etc., as stipulated in tender document.
 - (iii) Contract clauses of Standard BSNL Contract form 2006 as corrected and modified up to last date of receipt of tenders.
 - (iv) CPWD Specifications.
 - (v) Architectural Drawings.
 - (vi) Indian Standard Specifications.
 - (vii) Sound Engineering Practice.
 - (viii) Manufacture Specifications.
 - (ix) Decision of Engineer-in-Charge shall be final and binding.
- A references made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standard applicable to the work at site.
- 1.8. The Contractor shall be bound to follow the instructions and restrictions imposed by the Local Administration / Police authorities on the working and /or movement of labour, materials etc. and or due to less/ restricted working hours or any detours in movement of vehicles. Nothing extra shall be payable on this account.
- 1.9. The Contractor shall take all precautions to avoid 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 payable on this account.
- 1.10. All material shall only be brought at site as per programme finalized with the respective Engineer- Charge. Any pre-delivery of the material, not required for immediate consumption shall not be accepted and thus not paid for.
- 1.11. Large scale details and manufacture's dimensions for material to be incorporated shall take precedence over small scale drawings.

- 1.12. No foreign exchange shall be made available by the BSNL for the purchase of equipments, plants, machinery, material of any kind or other items required to be carried out in execution of work.
- 1.13. Construction spoils, including bituminous material and other hazardous materials, must not be allowed to contaminate watercourses and the dump sites for such material must be secured so that they should not leach into the ground water. Nothing extra shall be payable on this account.
- 1.14. In accordance with requirements of the pollution control board, the DG sets installed during construction activity must be provided with necessary acoustic measures and exhaust pipe above the height of nearest tall building. The vehicles must possess necessary Pollution certificate. Nothing extra shall be payable on this account.
- 1.15. In accordance with requirements of the pollution control board, the diesel generator sets to be used during construction phase shall be low sulphur diesel type and shall conform to E(P) Rules prescribed for air and noise emission standards. Nothing extra shall be payable on this account.
- 1.16. In accordance with requirements of the pollution control board, the safety equipments like boots, helmets, safety belts, gloves etc. must be provided for the workers and best and safe engineering practices must be adopted. Nothing extra shall be payable on this account.
- 1.17. In accordance with requirements of the pollution control board, the stipulations under the provisions of Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and control of Pollution) Act 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification, 2006 shall be ensured. Nothing extra shall be payable on this account.
- 1.18. If, any levy / fine is imposed by the regulatory authorities / inspecting authorities on account of violation of the above specified norms, the same shall be recovered from the contractor.
- 1.19. Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the "CPWD Specifications" (Refer Schedule F) and as per instructions of Engineer-in-Charge. Wherever CPWD Specifications are silent, the latest IS Codes / Specifications shall be followed and the rates should be all inclusive.
- 1.20. Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. **The Contractor shall keep at his own cost all such publications including relevant Indian Standard applicable to the work at site.**
- 1.21. The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidelines only).
- 1.22. The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. Wherever absolutely essential, the chase shall be cut using chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The electrical boxes should be fixed in walls simultaneously while raising the brick work. The contractor shall ensure proper co-ordination of various disciplines viz. sanitary & water supply, horticulture & electrical etc.
- 1.23. All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
- 1.24. Samples including brand / quality of materials and fittings to be used in the work shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.
- 1.25. Equipment like concrete pump excavators/Transit mixer etc. shall be allowed to be moved away from the site when, in written opinion of Engineer-in-Charge, the same are no longer required at site of work.
- 1.26. The contractor, his agents / representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.27. Contractor(s) shall study the soil investigation report for the site, available in the office of the Engineer-in-Charge and satisfy himself about complete characteristics of soil and other parameters at site. However, no claim on the alleged inadequacy or incorrectness of the soil data supplied by the department shall be entertained.
- 1.28. The tenderer shall see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.

- 1.29 Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
- 1.30 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to work due to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work.
- 1.31 The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc are to be constructed.
- 1.32 The contractor shall provide at his own cost suitable weighing, surveying and levelling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
- 1.33 Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings.
- 1.34 Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to byelaws and municipal body / corporation where CPWD Specifications are not applicable. The contractor should get the materials (fixtures/fittings) tested by the Municipal Body / Corporation authorities wherever required at his own cost.
- 1.35 The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work, nomenclature of items, specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account.
- 1.36 The Architectural drawings other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fittings involved unless and otherwise specifically mentioned.
- 1.37 The contractor should submit the shop drawing of staging and shuttering for approval of Engineer-in-Charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.
- 1.38 Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings, trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.
- 1.39 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
- 1.40 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
- 1.41 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.
- 1.42 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting/shifting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.

In case the existing services are to be shifted permanently, then before dismantling the existing services, alternate/diversion of service lines has to be laid by the contractor so that there is no interruption in use of existing services. The contractor has to plan the alternate suitable route for diversion/shifting of service lines and get the same approved from the Engineer-in-Charge before starting shifting of services. Nothing extra shall be paid except the payment of dismantling and laying of new service lines as per conditions of contract.

- 1.43 The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
- 1.44 The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.
- 1.45 For construction works which are likely to generate malba / rubbish to the tune of more than a tempo / truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified /specified dumping ground and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.
- 1.46 Surplus excavated earth which is beyond the requirement of the B.S.N.L./ **Client Department** shall have to be disposed of 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.
- 1.47 With each Running Bill, the details of test carried out shall be submitted by the contractor as per perform given in the document.
- 1.48 On completion of work, the contractor shall submit at his own cost four prints of "as built" drawings to the Engineer-in-Charge. These drawings shall have the following information.
- a) Run off of all piping and their diameters including soil, waste pipes and vertical stacks.
 - b) Ground and invert level of all drainage pipes together with locations of all manholes and connections, up to out fall.
 - c) Run off of all water supply lines with diameters, location of control valves, access panels etc.

In case the contractor fails to supply "as built drawing" aforesaid within 30 days of the date of completion, then the recovery @ Rs.10, 000/- each for such set of drawings shall be made from the contractor's final bill.

- 1.49 In the item of providing and fixing precast reinforced cement concrete in shelves the cost of cutting chases and making good the same shall be inclusive in the item and nothing extra shall be paid on this account.
- 1.50 In the item of finishing walls with exterior paint, only the plain/flat area shall be measured for payment and nothing extra shall be paid on account of pointed wall surface.

2.0 Rates:

Unless otherwise specified in the schedule of quantities, the rates for respective items shall be all inclusive and apply to the following: -

- (i) All lifts & all heights, floors including terrace, leads and depths.
- (ii) All labour, material, tools and plants and other inputs involved in the execution of the item.
- (iii) Any of the conditions and specifications mentioned in the tender documents.
- (iv) Pumping / bailing out surface water / rain water / sub soil water, if necessary for any reason.
- (v) Providing sunk flooring in bath-rooms, kitchen, etc.
- (vi) Any legal or financial implications resulting out of disposal of earth, unserviceable building materials, debris, malba, if any.
- (vii) Payment of Royalty at the prevailing rates, if any, on the boulders, metal, shingle, sand and bajri etc. or any other material collected by him for the work direct to revenue authorities.
- (viii) Performance test of the entire installation(s) before the work is finally accepted.

- (ix) Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items.
- (x) All incidental charges for cartage, storage and safe custody of materials brought to site.

3.0 SECRECY

- 3.1 The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have notice that the Indian Official Secrets Act 1923 applies to them & will continue so to apply even after the execution of such works under the contract.
- 3.2 The contract is confidential and must be strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.
- 3.3 All documents, copies thereof & extracts therefrom furnished to the contractor shall be returned to the Engineer-in-Charge on the completion of the work / works or the earlier determination of the contract.

4.0 LABOUR AND SECURITY

- 4.1 The contractor shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand submit list of his agents, employees and work people concerned & shall satisfy as to the bonafides of such people.
- 4.2 The contractor & his work people shall observe all relevant rules regarding security promulgated in which work is to be carried out by the Controlling Administrative Authority of the **Client Department** (hereinafter referred to as "Administrator").
- 4.3 The contractor, his representative, workman shall be allowed to enter through specified gates & timing as laid down by the controlling authority. They shall be issued an identity card or an individual pass in accordance with the standing rules & regulations & they should possess the same while working. The contractor shall be responsible for the conduct & actions of his workman, agents / representatives.
- 4.4 Normally contractor shall be allowed to carry out work between 7 AM to 6 PM. However, he may also be allowed to carry out the work beyond 6 PM & up to 7 AM if the site conditions / circumstances so demand with prior written permission from the "Administrator". However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained.

5.0 OFFICE INFRASTRUCTURE:

- 5.1 The agency shall setup quality assurance lab for testing of material at site office including engagement of necessary personnel and infrastructure for the same. For quality assurance lab necessary equipment for testing of cubes, bricks, arrangement of silt test, bulkiness of sand, moisture content test, slump test on concrete. Instruments like electronic weighing machine, vernier calliper, sieves sets, cement concrete moulds 15x15x15cm (Two set of 6 Nos.) slump test apparatus, depth gauge 20cm, rubber hammer, steel foot plate etc shall be available at lab.
- 5.2 The agency, at his own cost, shall construct a site office for the field staff, inspecting officers and site lab having 2 rooms of size 3.0mx4.0m with toilet facility, furniture, cup boards, light, fan etc. at the place approved by the Engineer-In-Charge in the campus. The site office shall be temporary type structure in brick work with AC sheet roof, false ceiling, door and windows etc. complete. The same shall be got dismantled after completion of work with permission of Engineer-In-Charge. The site shall be made clean and free from debris, broken/ waste materials etc. Nothing extra shall be paid on this account.
- 5.3 **For quality control measures, measurements and monitoring the quality, the contractor shall provide adequate no. of supporting field staffs for the entire completion period of 15 months. Nothing extra shall be paid on this account. If the agency fails to provide the same, the EE-in-Charge shall get it on their behalf and the amount shall be recovered from the agency.**
- 5.4 The rates quoted by the agency should include charges for above office infrastructure required and nothing extra shall be paid for this.

6.0 PROGRAM CHART: -

- 6.1 The Contractor shall prepare an integrated program chart for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the

fulfillment of the program within the stipulated period or earlier and submit the same for approval of the Engineer-in-Charge within **15 days** of the issue of letter of acceptance for the contract.

- 6.2 The work has to be completed in stages as indicated in the Milestones under clause 5 and the program should be prepared in such a manner to achieve these Milestones as indicated therein or even earlier.
- 6.3 The program chart should include the following: -
- a) Descriptive note explaining sequence of various activities.
 - b) Network (PERT / CPM / BAR CHART) which will indicate resources in financial terms, manpower and specialized equipment for every important stage.
 - c) Program for procurement of materials by the contractor.
 - d) Program of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.
- 6.4 If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved program referred above, the contractor shall produce a revised program showing the modifications to the approved program by additional inputs to ensure completion of the work within the stipulated time.
- 6.5 The submission of revised program or approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.

Notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amounts for any other reason.

7.0 PROGRESS AND MONITORING OF WORK:

Contractor shall give the Engineer-in-Charge on the 10th day of each month, progress report of the work done during the previous month. Such progress report will include the project progress summary, work progress (planned v/s. actual), PERT chart, milestone status, financial progress status, manpower deployment status, important materials consumed, materials at site at the beginning of the month, materials consumed during the month and the balance quantities at the end of month and progress of the work stating the reasons for shortfall, if any including the steps and measures to be taken for making good the shortfall in the succeeding period. Non submission of aforesaid progress report shall make contractor liable for action under breach of contract conditions.

8.0 SAMPLE OF MATERIALS:-

- 8.1 All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-in-Charge. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples as per **List of Preferred Makes stated in the document** for approval of Engineer-in-Charge. For all items, ISI Marked materials and fittings shall be used with the approval of Engineer-in-Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant Specifications or IS codes for the approval of Engineer-in-Charge. **Equivalent means equal/equivalent in quality as well as cost/rate.**
- 8.2 To avoid delay, contractor should submit samples as stated above well in advance so as to give timely orders for procurement. If any material, even though approved by Engineer-in-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.
- 8.3 BIS marked materials, except otherwise specified, shall also be subjected to quality test besides testing of other materials as per the specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the contractor shall, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for incorporation in the work satisfies the provisions of specifications relevant to the material and / or the work done.

BIS marked items (except cement & steel for which separate provisions have been made in para 10.0) required on the work shall be got tested, for only important tests, which govern the quality of the product, as decided by the Engineer-in-Charge. For mandatory test, frequency shall be as specified in CPWD Specifications.

8.4 For certain items, if frequency of tests is neither mentioned in the CPWD Specifications & BIS, then tests shall be carried out as per decision of Engineer-in-Charge.

9.0 **CEMENT & STEEL REINFORCEMENT**

9.1 Contractor has to produce manufacturers test certificate for each lot of Cement & Steel Reinforcement procured at site.

9.2 **CEMENT:-**

9.2.1 The contractor shall procure 43 Grade Ordinary Portland Cement required in the work from reputed manufacturers of cement as per the approved make in 50 kg. bags bearing manufacturer's name and ISI marking, along with manufacturers test certificate for each lot.

9.2.2 OPC bags shall be stored in godown to be constructed by the contractor at his own cost as per sketches given in C.P.W.D Specifications having weather-proof roofs and walls. The size of the cement godown is indicated in the sketches for guidance. The actual size of godown shall be as per site requirements and nothing extra shall be paid for the same.

9.2.3 If the quantity of cement actually used in the work is found to be more than the theoretical quantity of cement including authorized variation, nothing extra shall be payable to the contractor on this account. In the event of it being discovered that after the completion of the work, the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated in Clause - 42), the cost of quantity of cement not so used shall be recovered from the contractor as specified in schedule. Decision of the Engineer-in-Charge in regard to theoretical quantity of cement which should have been actually used as per the schedule and recovered at the rate specified, shall be final and binding on the contractor.

For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantity of the cement, which should have been actually used, shall be final and binding on the contractor.

9.2.4 In case the contractor brings surplus quantity of cement the same shall be removed from the site after completion of work by the contractor at his own cost after approval of the Engineer-in-Charge.

9.3 **STEEL REINFORCEMENT: -**

9.3.1 The contractor shall procure Thermo Mechanical Treated (TMT) Steel Reinforcement bars (of Fe 415 grade as per IS 1786 from approved Primary producers by ministry of steel. The contractor shall obtain Original Vouchers and Test Certificates and furnish the same to the Engineer-in-Charge in respect of all the lots of steel brought by him from approved supplier to the site of work. The original vouchers and test certificates shall be kept on record in the site office by the Site staff.

9.3.2 The steel reinforcement shall be brought in bulk supply of 20 tonnes or more or as decided by the Engineer-in-Charge along with manufacturer test certificate for each lot.

9.3.3 The steel reinforcement shall be stored by the contractor at site of work about 30cm. to 45 cm. above ground. A coat of cement wash shall be given to steel bars when stored at site for long duration so as to prevent corrosion. Nothing extra shall be paid on these accounts. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

9.3.4 In case the contractor bring surplus quantity of steel, the same after completion of the work will be removed from the site by the contractor at his own cost after approval of the Engineer-in- Charge. Nothing shall be paid on this account.

9.3.5 Reinforcement including authorised spacer bars and lappages shall be measured in length of different diameters as actually (not more than as specified in the drawings) used in the work nearest to a centimetre. **Wastage and unauthorized overlaps shall not be measured.**

10.0 **ENGAGING SPECIALISED AGENCIES FOR WORKS: -**

10.1 The Contractor shall engage specialized agency unless otherwise approved by any Government Department having adequate technical capability and experience of having executed at least one work of similar items of 80% or more magnitude or two works of similar items of minimum 60% magnitude or three works of similar items of minimum 40% magnitude individually for executing the following items of the work and/or any other items of work where specialized firm is required to be engaged as per contract conditions. For determining the required magnitude, the value of the work executed may be suitably enhanced with the prevailing approved cost index.

- i) Water proofing treatment work of all types.
- ii) Fabrication and erection of Skylights with necessary fittings
- iii) Pile work
- iv) Stainless steel railing

- v) False ceiling and wall panelling
 - vi) Glass partitions
- 10.2 The Specialized agency for the work shall be got approved from the Engineer-in-Charge well before actual commencement of the item of work. The contractor shall submit the list of Specialized agencies, proposed to be engaged by him along with necessary performance certificates, within 15 days from the date of issue of acceptance letter to substantiate technical capability and experience of the agency for prior approval of the Engineer-in-Charge.
- 10.3 The conditions of approval of specialized agency shall be final and binding on the contractor and he shall comply with such conditions of approval.
- 11.0 **QUALITY ASSURANCE & QUALITY CONTROL**
- 11.1. The work shall be subjected to a strict quality assurance and quality control as prescribed in the tender documents and as may be further required by the Engineer-in-charge.
- 11.2. The Contractor shall be required to carry out all mandatory tests as per the CPWD specifications and other tests prescribed in this tender document. In addition, the Engineer-in-charge may at his discretion, order carrying out additional tests, as may be felt necessary by him.
- 11.3. Tests shall be carried out from one of the following laboratories/test houses as shall be decided by the Engineer in-charge.
- i. National Test House, Delhi
 - ii. Shri Ram Institute for Industrial Research, New Delhi
 - iii. CBRI, Roorkee
 - iv. PEC, Chandigarh.
 - v. Indian Institute of Technology, Mandi/Ropar
 - vi. NABL accredited labs.
 - vii. Any other labs approved by O/o CE (C), BSNL Shimla.
- 11.4 The agency shall essentially deploy equipment & machinery (owned or hired) as per the list given the document, in addition to any other T & P required to achieve the Milestone(s) at his own cost.

List of Preferred Makes for Civil & Public Health Works

SN	Name of Materials	Preferred Makes
1	Ordinary Portland cement/ Pozzolona Cement (Grey) - 43 Grade	ACC, Ultratech, Gujarat Ambuja, Vikram, Birla, JKCement, JP Rewa & Shree.
2	RMC	Ultratech, Lafarge, ACC
3	White Cement	Birla White / J. K. White
4	Reinforcement Steel	SAIL, TISCO, RINL,JSW LTD, JINDAL STEEL & POWER
5	Acrylic Distemper / Plastic Paint / OBD	NEROLAC ACRYLIC DISTEMPER, TRACTOR ACRYLIC DISTEMPER (ASIAN PAINTS) , MAXILITE ACRYLIC DISTEMPER (ICI), BISON ACRYLIC DISTEMPER (BERGER).
6	Synthetic Enamel Paint	DULUX HI-GLOSS (ICI), APCOLITE PREMIMUM GLOSS (ASIAN), NEROLAC HIGH GLOSS (NEROLAC), LUXOL HI-GLOSS (BERGER
7	Steel /wood Primer	ICI, Nerolac , Berger & Asian Paints
8	Dash / Anchoring Fasteners	HILTI / Fischer
9	Nuts / Bolts & Screws	GKW & Atul
10	Stainless Steel Sink (Out of Salem Steel only)	DIAMOND, NIRALI, Neelkant & Jayna
11	Float Valve	Viking & Prayag.
12	Admixtures	Fosroc & Sika
13	Vitreous China Sanitary Ware	Parryware, Hindware,Jaquar & Cera
14	Plastic Seat Cover of W.C. (ISI Mark only)	Commander, Hindware, Admiral, Parryware & Cera
15	Paver Blocks & Kerb stones	Unitile, NITCO, Dalal, Hindustan, Unistone, KK
16	Stainless Steel Hand Rail System	Kich , Dorset, Crust, Dorma, ICICH Industries, Essal
17	FRP doors/Frame	Fibre ways technology, Shiv Shakti Fibre udhyog, Jaindoor Pvt. Ltd., Jayna.
18	Wall Putty	Birla Care & JK White
19	Ceramic Wall Tiles for Dado	Nitco, Johnson, Orient bell, Asian & Kajaria
20	W.C., EWC, Wash Basin, Urinal & Urinal Division Plates	Hindware, Parryware , Cera & Jaguar
21	Health Shower, Taps, Jet Spray	Jaguar, ESS-ESS Moen & Marc
22	Steel pre painted sheet	TATA,JINDAL,CRIL, LLOYDS,BHUSAN
23	Flush Door Shutters	Century , Greenlam, Archid ,Merino and GreenPanel

It is certified that I/We have gone through the above list of preferred make of materials which will be used in the work and rates has been quoted accordingly by me/us. Unless otherwise specified, the makes mentioned in the nomenclature of concerned item will prevail over the list of makes specified above.

(Signature of Contractor)

PARTICULAR SPECIFICATIONS OF WORK

1.0 R.C.C. WORK:-

1.1 Construction Joint:

- 1.1.1 Concreting shall be carried out continuously up to the construction joints, the position and details of which shall be as shown in structural drawing or as indicated in Fig. 26 of CPWD Specification or as directed by Engineer-in-charge. Number of such joints shall be kept to minimum. These shall be straight and shall be at right angles to the direction of main reinforcement. Construction joints should comply with IS : 11817.
- 1.1.2 In case of columns the joints shall be horizontal and 10 to 15 cm below the bottom of the beam running into the column head. The portion of the column between the stepping off level and the top of the slab shall be concreted with the beam.
- 1.1.3 When stopping the concrete on a vertical plane in slabs and beams, an approved stop-board (see Fig. 26 C of CPWD Specification) shall be placed with necessary slots for reinforcement bars or any other obstruction to pass the bars freely without bending. The construction joints shall be keyed by providing a triangular or trapezoidal fillet nailed on the stop-board. Inclined or feather joints shall not be permitted. Any concrete flowing through the joints of stop-board shall be removed soon after the initial set. When concrete is stopped on a horizontal plane, the surface shall be roughened and cleaned after the initial set.
- 1.1.4 When the concrete is to be resumed, the joint shall be thoroughly cleaned with wire brush and loose particles removed. A coat of neat cement slurry at the rate of 2.75 kg of cement per square meter shall then be applied on the roughened surface before fresh concrete is laid.

1.2 Compaction:

- 1.1.1 Concrete shall be thoroughly compacted and fully worked around embedded fixtures and into corners of the form work. Compaction shall be done by mechanical vibrator of appropriate type till a dense concrete is obtained. The Mechanical vibrators shall conform to IS 2505, IS:2506, IS:2514, and IS:4656. To prevent segregation, over vibration shall be avoided.
- 1.1.2 Compaction shall be completed before the initial setting starts. For the items where mechanical vibrators are not possible to be used, the contractor shall take permission of the Engineer-in-charge in writing before the start of the work. After compaction, the top surface shall be finished even and smooth with wooden trowel before the concrete begins to set.
- 1.1.3 Concrete shall be compacted into dense mass immediately after placing by means of mechanical vibrators designed for continuous operations. The Engineer-in-Charge may however relax this conditions at his discretion for certain items, depending on the thickness of the members and feasibility of vibrating the same and permit hand compaction instead. Hand compaction shall be done with the help of tamping rods so that concrete is thoroughly compacted and completely worked around the reinforcement, embedded fixtures, and into corners of the form. The layers of concrete shall be so placed that the bottom layer does not finally set before the top layer is placed. The vibrators shall maintain the whole of concrete under treatment in an adequate state of agitation, such that de-aeration and effective compaction is attained at a rate commensurate with the supply of concrete. The vibration shall continue during the whole period occupied by placing of concrete, the vibrators being adjusted so that the centre of vibrations approximates to the centre of the mass being compacted at the time of placing.
- 1.1.4 Concrete shall be judged to be properly compacted, when the mortar fills the spaces between the coarse aggregate and begins to cream up to form an even surface. When this condition has been attained, the vibrator shall be stopped in case of vibrating tables and external vibrators. Needle vibrators / internal vibrators shall be withdrawn slowly so as to prevent formation of loose pockets. In case both internal and external vibrators are being used, the internal vibrator shall be first withdrawn slowly after which the external vibrators shall be stopped so that no loose pocket is left in the body of the concrete.

The specific Contractor instructions of the makers of the particular type of vibrator used shall be strictly complied with. Shaking of reinforcement for the purpose of compaction should be avoided. Compaction shall be completed before the initial setting starts or extended initial setting time in case where retarder is used.

1.2 Curing:

- 1.3.1 As soon as concrete is compacted and levelled, the exposed surface shall be covered with polythene sheet for initial two to three hours after laying of the concrete so that moisture loss from the concrete can be prevented.
- 1.3.2 When the concrete begins to harden i.e. two to three hours after compaction, the exposed surfaces shall be kept damp with moist gunny bags, sand or any other material approved by the Engineer-in-charge. 24 hours after compaction, the exposed surface shall be kept continuously in damp or wet conditions by ponding or by covering

with a layer of sacking, canvass, Hessian or similar absorbent materials and kept constantly wet for at least 10 days from the date of placing of concrete.

- 1.3.4 Approved curing compounds may be used in lieu of moist curing with the written permission of the Engineer-in-Charge. Such compounds shall be applied to all exposed surfaces of the concrete as soon as possible after the concrete has set.
- 1.3.4 Freshly laid concrete shall be protected from rain by suitable covering.
- 1.3.5 Over the foundation concrete, the masonry work may be started after 48 hours of its compaction but the curing of exposed surfaces of cement concrete shall be continued along with the masonry work for at least 10 days. And where cement concrete is used as base concrete for flooring, the flooring may be commenced before the curing period of base concrete is over but the curing of base concrete shall be continued along with top layer of flooring for a minimum, period of 10 days.

1.4 Finishing:

- 1.4.1 In case of roof slabs the top surface shall be finished even and smooth with wooden trowel, before the concrete begins to set.
- 1.4.2 Immediately on removal of forms, the RCC work shall be examined by the Engineer-in-Charge, before any honey combs / defects are made good.
- 1.4.3 Surface defects of a minor nature may be accepted. On acceptance of such a work by the Engineer-in-Charge, the same shall be rectified as follows :
- a) Surface defects which require repair when forms are removed, usually consist of bulges due to movement of forms, ridges at form joints, honey combed areas, damage resulting from the stripping of forms and bolt holes, bulges and ridges are removed by careful chipping or tooling and the surface is then rubbed with a grinding stone. Honey-combed and other defective areas shall be chipped out, the edges being cut as straight as possible and perpendicular to the surface, or preferably slightly undercut to provide a key at the edge of the patch.
 - b) Shallow patches shall first treated with a coat of thin grout composed of one part of cement and one part of fine sand and then filled with mortar similar to that used in the concrete. The mortar is placed in layers not more than 10 mm thick and each layer is given a scratch finish to secure bond with the succeeding layer. The last layer is finished to match the surrounding concrete by floating, rubbing or tooling on formed surfaces by pressing the form material against the patch while the mortar is still plastic.
 - c) Large and deep patches require filling up with concrete held in place by forms. Such patches are reinforced and carefully dowelled to the hardened concrete.
 - d) Holes left by bolts are filled with mortar carefully packed into places in small amounts. The mortar is mixed as dry as possible, with just enough water so that it will be tightly compacted when forced into place.
 - e) Tiered holes extending right through the concrete may be filled with mortar with a pressure gun similar to the gun used for greasing motor cars.
 - f) Normally, patches appear darker than the surrounding concrete, possibly owing to the presence on their surface of less cement laitance. Where uniform surface colour is important, this defect shall be remedied by adding 10 to 20 percent of white Portland cement to the patching mortar. The exact quantity being determined by trial.
 - g) The same amount of care to cure the material in the patches should be taken as with the whole structure, Curing must be started as soon as possible, after the patch is finished to prevent early drying. Damp Hessian may be used but in some locations it may be difficult to hold it in place. A membrane curing compound in these cases will be most convenient.
- 1.4.4 The surface which is to receive plaster or where it is to be joined with brick masonry wall, shall be properly roughened immediately after the shuttering is removed, taking care to remove the laitance completely without disturbing the concrete. The roughening shall be done by hacking. Before the surface is plastered, it shall be cleaned and wetted so as to give bond between concrete and plaster. RCC work shall be done carefully so that the thickness of plaster required for finishing the surface is not more than 6 mm.
- 1.4.5 The surface of RCC slab on which the flooring with cement base is to be laid shall be roughened with brushes while the concrete is green. This shall be done without disturbing the concrete.

1.5 FORM WORK:

- 1.5.1 The work shall be done in general as per CPWD Specifications.
- 1.5.2 Only M.S. centring / shuttering and scaffolding material unless & otherwise specified shall be used for all R.C.C. work to give an even finish of concrete surface.
- 1.5.3 In order to keep the floor finish as per architectural drawings and to provide required thickness of the flooring as per specifications, the level of top surface of R.C.C. shall be accordingly adjusted at the time of its centring, shuttering and casting for which nothing extra shall be paid to the Contractor.

As per general engineering practice, level of floors in toilet / bath, balconies, shall be kept 12 to 20mm or as required, lower than general floors shuttering should be adjusted accordingly. Nothing extra is payable on this account.

- 1.5.4 Steel shuttering as approved by the Engineer-in-Charge shall be used by the contractor. Minimum size of shuttering plates shall be 600mm x 900mm except for the case when closing pieces are required to complete the shuttering panels. Dented, broken, cracked, twisted or rusted shuttering plates shall not be allowed to be used on the work. The shuttering plates shall be cleaned properly with electrically driven sanders to remove any cement slurry or cement mortar or rust. Proper shuttering oil or de-bonding compound shall be applied on the surface of the shuttering plates in the requisite quantity before assembly of steel reinforcement.

1.6 REINFORCEMENT:

The reinforcement shall be done as per CPWD Specifications.

- 1.6.1 The rate of item of reinforcement of RCC work includes all operations including straightening, cutting, bending, welding, binding with annealed steel or welding and placing in position at all the floors with all leads and lift complete as per CPWD Specifications.
- 1.6.2 The contractor shall provide approved type of support for maintaining the bars in position and ensuring required spacing and correct cover of concrete to reinforcement as called for in the drawings, spacer blocks of required shape and size. Chairs and spacer bars shall be used in order to ensure accurate positioning of reinforcement. **Spacer blocks shall be cast well in advance with approved proprietary pre-packed free flowing mortars (Conbextra as manufactured by M/S Fosroc Chemicals India Ltd. or approved equivalent)** of high early strength and same colour as surrounding concrete, Pre-cast cement mortar/concrete blocks/blocks of polymer shall not be used as spacer blocks unless specially approved by the Engineer-in-charge, rate of RCC items is inclusive of cost of such cover blocks.

2.0 PRE-CAST RCC WORK

- 2.1 The work shall be done in accordance with CPWD Specifications.
- 2.2 Pre-cast reinforced concrete units shall be of grade or mix as specified. Provision shall be made in the mould to accommodate fixing devices such as hooks etc. and forming of notches and holes. Each unit shall be cast in one operation. A sample of the unit shall be got approved from Engineer-in-charge before taking up the work.
- 2.3 Pre-cast units shall be clearly marked to indicate the top of member and its location.
- 2.4 Pre-cast units shall be stored, transported and placed in position in such a manner that these are not damaged.
- 2.5 The compaction of the concrete shall be done by vibrating, table or external vibrator, as approved by Engineer-in-charge. The rate quoted for the item shall include the element for framework and mechanical vibration.
- 2.6 Rate for item includes cost of all materials, labour, and all operations involved. Cost of M.S. frames, lugs including their welding, lifting hooks is also included.

3.0 BRICK WORK:-

- 3.1 The brickwork shall be carried out with good quality well burnt FPS bricks of class designation 75 as per CPWD Specifications or as specified in the item.
- 3.2 The rate shall also include for leaving chases / notches for dowels / cramps for all kinds of cladding to come over brick work.
- 3.3 Brick work provided around shaft or lift walls or around slab cut outs shall be measured in the brick for corresponding floor level. Nothing extra shall be paid on this account.

4.0 WOOD WORK:-

- 4.1 The wood work in general shall be carried out as per CPWD Specifications.
- 4.2 The sample of timber to be used shall be deposited by the contractor with Engineer-in-charge before commencement of work.
- 4.3 The shape and size of beading shall be as per drawings. The joints of beading shall be mitred.
- 4.4 Timber shall be of specified species, good quality ,kiln seasoned and preservative treated. It shall have uniform colour, reasonably straight grains and shall be free from knots, cracks, shakes and sapwood. It shall be close grained. The contractor shall deposit the samples of species of timber to be used with the Engineer-in-Charge for testing before commencement of the work.
- 4.5 Wood work shall not be painted, oiled or otherwise treated before it has been approved by the Engineer-in-charge. All portion of timber including architrave abutting against masonry, concrete, stone or embedded in ground shall be painted with approved wood preservative or with boiling coaltar.
- 4.6 The contractor(s) shall produce cash voucher and certificates from approved Kiln Seasoning Plants about the timber used on the work having been kiln seasoned and chemically treated by them, falling which it would not be so accepted as kiln seasoned and/or chemically treated.

- 4.7 The shutters should be fabricated in factories & fabrication should conform to CPWD Specifications 2009.
- 4.8 The contractor shall propose well in advance to Engineer-in-Charge, the names and address of the factory where from the contractor intends to get the shutters manufactured along with the credential of the firm. The contractor shall place the order for manufacturing of shutters only after obtaining approval of the Engineer in Charge whose decision in this case shall be final & binding. In case the firm is not found suitable he shall propose another factory. The factory may also be inspected by a group of officers before granting approval; shutters shall however be accepted only if these meet the specified test.
- 4.9 Contractor will arrange stage wise inspection of the shutters at factory by the Engineer-in-Charge or his authorized representative. The contractor will have no claim if the shutters brought at site in part or full lot are rejected by the Engineer-in-Charge due to bad workmanship / quality. Such defective shutters will not be measured and paid. The contractor shall remove the same from the site of work within 7 days after the written instruction in this regard are issued by the Engineer-in-Charge.

5.0 STEEL WORK:-

- 5.1 The work shall be carried out as per CPWD Specifications.
- 5.2 **Pressed Steel Frame / T Iron Frames:** - The work shall be done as per CPWD Specifications 2009 and IS 4351. The frames shall be fabricated in approved workshops as mentioned in the List of preferred makes.

6.0 FLOORING:

- 6.1 All work in general, shall be carried out as per CPWD Specifications. Only machine cut stone slabs of Marble, Granite, Kota, etc. shall be used for flooring work.
- 6.2 Whenever flooring is to be done in patterns of tiles and stones, the contractor shall get samples of each pattern laid and approved by the Engineer-in-charge before final laying of such flooring. Nothing extra shall be payable on this account.
- 6.3 Different stones / tiles used in pattern flooring shall be measured separately as defined in the nomenclature of the item and nothing extra for laying pattern flooring shall be paid over and above the quoted rate. No additional wastage, if any, shall be accounted for any extra payment.
- 6.4 Samples of flooring stones (Kota/ Marble/ Granite etc.) shall be deposited well in advance with the Engineer-in-Charge for approval. Approved samples should be kept at site with the Engineer-in-Charge and the same shall not be removed except with the written permission of Engineer-in-Charge. No payment whatsoever shall be made for these samples.
- 6.5 The Marble/ Kota/ Granite or any other stone shall be fully supported by the details establishing the quarry and its location.
- 6.6 Whenever the Kota stone/marble stone flooring are to be provided in treads of staircase, it should be provided in one piece with pre finished nosing and pre polished exposed surfaces and edges. Kota stone flooring or granite stone flooring to be provided on top of cooking platform shall be pre polished with pre finished nosing.

7.0 FINISHING:

- 7.1 The work shall be done in accordance with CPWD Specifications.
- 7.2 All painting material of approved brand and manufacturer shall be brought to the site of work in the original sealed containers. The material brought to the site of work shall be sufficient for at least 30 days of work. The material shall be kept under the joint custody of contractor and representative of the Engineer-in-charge. The empty containers shall not be removed from the site till the completion of the work without permission of the Engineer-in-charge.

8.0 SANITARY INSTALLATIONS /WATER SUPPLY / DRAINAGE:-

- 8.1 The work in general shall be carried out as per CPWD Specifications.
- 8.2 The tendered rates shall include the cost of cutting holes in walls, floors, RCC slabs etc. wherever required and making good the same for which nothing extra shall be paid.
- 8.3 The Centrifugally spun cast iron pipe IS: 3989-1984, wherever necessary, shall be fixed to RCC columns, beams etc. with rawl plugs of approved quality and nothing extra shall be paid for on this account. In case the pipe is to be imbedded in the brick wall/RCC/CC, the same shall be got done as per direction of Engineer-in-charge and nothing extra shall be paid on account of this.

9.0 **Aluminium doors, windows, ventilators etc. glazing specifications**

- 9.1 The work shall be carried out through an approved specialized Agency, who shall furnish all material, labour, accessories, equipment, tool and plants and incidentals required for providing and installing Polyester powder coated aluminium doors, windows, claddings, louvers and other items as called for on the drawings. The drawings and specifications cover the major requirements only. The supplying of additional fastenings, accessories, fixtures and other items not mentioned specifically herein, but which are necessary to make a complete installation shall be a part of this contract.
- 9.2 **General:** - Aluminium doors, windows etc. shall be of sizes, section details as shown on the Architectural drawings. The details shown on the drawings indicate generally the sizes of the component parts and general standards. These may be varied slightly to suit the standard adopted by the manufacturers. Before proceeding with any manufacturing, the contractor shall prepare and submit complete manufacturing and installation drawings for approval of the Engineer-in-Charge and no work shall be performed until the approval of these drawings is obtained.
- 9.3 **Shop Drawings:** -The contractor shall submit the shop drawings of doors, windows, louvers, cladding and other aluminium work, based on the architectural drawings to the Engineer-in-Charge for his approval. The shop drawing shall show full size sections of doors, windows etc. thickness of metal (i.e. wall thickness) details of construction, sub frame/rough ground profile, anchoring details hardware as well as connection of windows, doors and other metal work to adjacent work. Samples of all joints and methods of fastening and joining shall be submitted to the Engineer-in-Charge for approval well in advance of commencing the work.
- 9.4. **Samples:** -Samples of doors, windows louvers etc. shall be fabricated, assembled and submitted to Engineer-in-Charge for his approval. They shall be of sizes, types etc. as decided by Engineer-in-Charge. All samples shall be provided at the cost of the contractor and nothing shall be paid on account of these.
- 9.5. **Sections:** -Aluminium doors and windows shall be fabricated from approved sections of profiles as detailed on drawings. The sections shall be approved by the Engineer-in-Charge. The aluminium sections shall conform to BIS designation IIE/IV 9 WP alloy, with chemical composition technical properties, as per IS: 733 and IS: 1285. The permissible tolerance of the sections shall be such as not to impair the proper and smooth function/ operations and appearance of doors and windows.
- 9.6 **Fabrication:** - Doors, windows etc. shall be fabricated to sizes at factory and shall be of section, sizes, combinations and details as shown on the drawings. All doors, windows etc. shall have mechanical joints. The joints shall be designed to withstand a wind load of 150 Kg. per sqm. The design shall also incur that the maximum deflection of any member shall not exceed 1/175 of the span of the member. All members shall be accurately machined and fitted to form hairline joints prior to assembly. The joints accessories such as cleats, brackets etc. shall be of such material as not to cause any bimetallic action. The design of the joints and accessories shall be such that the accessories are fully concealed. The fabrication of doors, windows, etc. shall be done in suitable sections to facilitate easy transportation, handling and installation. Adequate provision shall be made in the door and window members for anchoring to support and fixing of hardware and other fixture as approved by the Architect.
- 9.7 Polythene tape protection shall be applied on the aluminium section before they are brought to site. All care shall be taken to ensure surface protection during transportation, storage at site and installation. The tape protection shall be removed on installation. The sample will be tested in the approved laboratory and cost of samples; cost of testing etc. shall be borne by the contractor.
- 9.8 **Protection of finish:** - All aluminium members shall be wrapped with approved self-adhesive non-staining. PVC tapes and nothing extra shall be paid on this account.
- 9.9 **Handing and Stacking:** -
- 9.9.1 Fabricated materials shall be carried in an approved manner to protect the material against any damage during transportation. The loading and unloading shall be carried out with utmost care. On receipt of material at site, it shall be carefully examined to detect any damaged pieces. Arrangements shall be made for expeditious replacement of damaged pieces/ parts. Materials found to be acceptable on inspections shall be repacked in crates and stored safely.
- 9.9.2 In the case of composite windows and doors, the different units are to be assembled first. The assembled composite units should be checked for line, level and plumb before final fixing is done. Units may be serial numbered and identified as out how to be assembled in their final locations if situation so warrants.
- 9.9.3 The contractor shall be responsible for assembling composite, bedding and filling the groove with polysulphide sealant inside and outside, at transoms and mullions placing the doors, windows etc. in their respective openings. After the doors/ windows have been fixed in their correct assigned position, the open hollow sections abutting masonry concrete shall be fitted with approved polysulphide sealant densely packed and finished neat.

9.9.4 The contractor shall be responsible for doors, windows, etc. being set straight, plumb, level and for their satisfactory operation after fixing is complete.

10.0 Installation:

10.1 Just prior to installation the doors, windows, etc. shall be uncreated and stacked on edge on level bearers and supported evenly. The frame shall be fixed into position true to line and level using adequate number of expansion machine bolts, anchor fasteners, of approved size and manufacture and in an approved manner. The holes in concrete/masonry members for housing anchor bolts shall be drilled with an electric drill.

10.2 The door/ windows assembled as shown on drawings shall be placed in correct final position on the opening and marks made on concrete members at jambs, sills and heads against the holes provided in frames for anchoring. The frame shall then be removed from the opening and laid aside. Neat holes with parallel sides of appropriate size shall then be drilled in the concrete members with an electric drill at the marking to house the expansion bolts. The expansion bolts shall then be inserted in the holes, struck with a light hammer till the nut is forced into the anchor shell. The frame shall then be placed in final position in the opening and anchored to the support through cadmium plated machine screws of required size and anchored to the support through cadmium plated machine screws of required size threaded to expansion bolts. The frame shall be set in the opening by using wooden wedges at supports and be plumbed in position. The wedges shall invariably be placed at the meeting at points of glazing bars and frame.

10.3 Neoprene gaskets: - The contractor shall provide and install Neoprene gaskets of approved size and profile at all locations as shown and as called for to render the doors, windows etc. absolutely air tight and weather tight. The contractor shall produce samples of the gaskets for approval and shall procure the same only after approval of the product.

10.4 The gaps between aluminium frames and adjacent RCC/Brick work/ Stone work etc. and also any gaps in the door and windows sections shall be raked out as directed and filled with approved sealant as per direction of Engineer-in-charge.

10.5 Details of Test: -

10.5.1 The various tests on aluminium sections shall be conducted in accordance with the relevant CPWD specifications/IS codes. The samples of major member of each unit of doors/ windows shall be selected at random by Engineer-in-Charge as such that all the aluminium section shall be got tested.

10.5.2 **Acceptance Criteria:** - The aluminium work shall carry one year of guarantee after completion of work against unsound material, workmanship and defective coating as per guarantee bond. Guarantee in prescribed Performa given in the document , must be given by the specified firm, which shall be counter signed by the contractor, in token of his overall responsibility. If any defect is noticed during the guarantee period, the contractor should rectify it within seven days and if not attended to the same will be got done from another agency at the risk and cost of contractor and shall be recovered from Security deposit.

10.5.3 Rates:-

The rates of the item shall include the cost of materials, labour etc. including all incidental charges in all the above operations as specified in CPWD specifications. The rate also includes the cost of hinges/pivots.

APPENDIX-XV

**Notice for appointment of Arbitrator
(Refer clause 25)**

To

The Chief Engineer
BSNL Civil Zone
Shimla.

Dear Sir,

In item of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an Arbitrator for settlement of disputes mentioned below.

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

Specimen signatures of the applicant
(only the person/authority who signed the contract should sign)

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

1. Statement of claims with amount of claims.

Yours faithfully.

(Signatures)

Copy in duplicate to:

1. **The Executive Engineer,
BSNL Civil Division, Shimla.**

**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, subsoil and grounds, the form and nature of the site and local conditions the quantities, nature and magnitude of the work the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- c. The tender documents including the BSNL's Press Notice Inviting Tender, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and rates, General obligations, Specifications, Drawings, plan, time schedule for completion of work. Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.

AND WHEREAS

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

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

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

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.

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

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

Signed and delivered for and on behalf of BSNL

Signature and delivered for and on behalf of the contractor

(BHARAT SANCHAR NIGAM LIMITED)
OFFICIAL ADDRESS

(Contractor)

Date
Place

Date
Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE
NAME
SIGNATURE
NAME

SIGNATURE
NAME
SIGNATURE
NAME

For Proprietary Concern

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

For Partnership Concern

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

- i) Shris/o....., And
- ii) Shris/o.....etc..

For Companies

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

**FORM OF PERFORMANCE SECURITY
BANK GUARANTEE BOND**

(To be used by approved Scheduled Banks)

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

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

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

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

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

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

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

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

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

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

Date the _____ date of _____

for _____
(Indicate the name of Bank)

AFFIDAVIT

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

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

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

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

(Deponent)
Signature of Contractor

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

Schedule of Quantities

Name of Work:- Minor urgent civil repair works in BSNL Colony North View, Shimla [HP].

S. No.	Description of Item	Quantity		Rate	Unit	Amount
1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level					
a)	1:2:4 (1 cement : 2 coarse sand(zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	1.00	Cum		One Cubic Metre	
2	Providing and fixing glazed shutters for doors, windows and clerestory windows using 4 mm thick float glass panes, including ISI marked M.S. pressed butt hinges bright finished of required size with necessary screws.					
a)	Kiln seasoned and chemically treated hollock wood					
(i)	30 mm thick	5.00	Sqm		One Square Metre	
3	Renewing glass panes, with silicon including racking out the old putty:					
a)	Float glass panes of nominal thickness 4 mm (weight not less than 10kg/sqm).	8.00	Sqm		One Square Metre	
4	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade:					
a)	Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	10.00	Sqm		One Square Metre	
5	Electric Welding minor repair works at site including transportation of welding machine to site, complete as per direction of Engineer in Charge.	3.00	Jobs		Per Job	

6	Dismantling and re-fixing properly with 75 -100mm long dash fasteners, existing CI / PVC rain water / sewer pipes upto floor V level complete as per the direction of Engineer in Charge [Scaffolding shall be paid separately].	50.00	Mtr		Running Metre	
7	Providing and fixing double scaffolding system (cup lock type) on the exterior side of building/structure, upto 25 metre height, above ground level, including additional rows of scaffolding in stepped manner as per requirement of site, made with 40mm dia M.S. tube, placed 1.5 metre centre to centre, horizontal & vertical tubes joint with cup & lock system with M.S. Tubes, M.S. tube chalis, M.S. clamps and staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for execution of work of cleaning and/ or pointing and/ or applying chemical and removing it thereafter.					
	The scaffolding system shall be stiffened with bracings, runners, connecting with the building etc, wherever required, if feasible, for inspection of work at required locations with essential safety features for the workmen etc., complete as per directions and approval of Engineer-in-charge.					
	Note :- (1) The elevational area of the scaffolding shall be measured for payment purpose.					
	(2) The payment will be made once only for execution of all items for such works.	20.00	Sqm		One Square Metre	
Total :						

Executive Engineer [C]
BSNL Civil Division
Shimla