

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

OFFICE OF THE
EXECUTIVE ENGINEER (C), BSNL, CIVIL DIVISION,
Phase - II, Shradhapuri, Meerut [UP]

e-TENDER DOCUMENT

FOR THE WORK OF

**Dismantling of 40 metre Ground Based Tower at Rajapur, Aligarh and
depositing the tower materials in BSNL Store at Talanagri, Aligarh.**

NIT No : 07/2026-27/TCD/BSNL/MT, Dated- 18.05.2026

Certified that this document contains **1 To 34** printed pages including the cover page.

**To be submitted only online on the website: <https://eprocure.gov.in>
by 18.00 hrs on 26.05.2026**

**Note: Kindly see all clarifications/corrigendum on website & read Bid Document carefully
before submission).**

O/o Executive Engineer (Civil)
BSNL Civil Division,
Meerut [UP]

(A Govt. of India Enterprises)
(CIVIL WING)
O/o Executive Engineer (Civil), BSNL, Civil Division, Meerut [UP]

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Executive Engineer [C]

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS/ BIDDERS FOR E-TENDERING FORMING PART OF BID DOCUMENT

The Executive Engineer, BSNL Civil Division, Meerut [UP], on behalf of the Bharat Sanchar Nigam Limited [A Govt. of India Enterprise], invites online **Item Rate** bids from approved and eligible contractors of BSNL and non – BSNL registered contractors registered with other public works organizations like CPWD, UP State PWD (B&R), D.O.P., M.E.S. & Railways (in the appropriate class for tendering limit of equal to or more than the estimated cost) for following work:

S. No.	NIT No.	Name of Work & Location	Estimated Cost put to bid	Cost of e-tender	Earnest money	Period of Completion	Last Date & Time of online submission of bid	Period during which EMD& Bid cost shall be submitted	Time & Date of Opening of bid
1	2	3	4	5	6	7	8	9	10
1	07/2026-27/TCD/BSNL/MT	Dismantling of 40 metre Ground Based Tower at Rajapur, Aligarh and depositing the tower materials in BSNL Store at Talanagri, Aligarh.	Rs. 117462	Rs. 590	Rs. 2349	01 (One) Month	18:00 Hrs on 26.05.2026	Before 15.00 Hrs on 28.05.2026	Technical Bid to open on 28.05.2026 at 15:30 and Financial bids after opening & Evaluation of Technical Bid

- The intending bidder must read terms and conditions of BSNL W6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- Information and instructions for bidders posted on website “www.eprocure.gov.in” shall form part of bid document.
- The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in or www.bsnl.co.in.
- But the bid can only be submitted after uploading the mandatory scanned document such as Demand draft or Pay order or Banker’s cheque or Deposit at call Receipt or Fixed deposit Receipt and Bank guarantee of any scheduled Bank towards cost of bid document, EMD and other documents as specified.
- Those contractors not registered on the website mentioned above are required to get registered beforehand.
- The intending bidder must have valid **class III digital signature** to submit the bid.
- On opening date the contractor can login and see the bid opening process.
- Contractor can upload documents in the form of JPG format/ PDF format.
- Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” Zero.
- If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in Item Rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer
- The agency intending to participate in tendering process shall have to register with <https://www.eprocure.gov.in> required with registration particulars.
- The tenderer should read carefully & understand the tender document, procedure for e- tendering etc. completely before participating in the e-tender procedure. Participation in the e-tendering, presumes that the bidder (s) has/have gone through all the terms & conditions of the bid document and are fully agreeable to it.
- List of Documents to be scanned and uploaded within the period of bid submission:

- i) Enlistment Order of the contractor * (Enlistment orders not containing information regarding the tendering limit, validity of enlistment, jurisdiction of the enlistment and category of enlistment e.g. Building works etc., shall not be considered and bids of such tenderers shall be outrightly rejected).
- ii) Near relative certificate as stipulated under clause 14 of Notice Inviting Tender (Annexure I)
- iii) Copy of EPF and ESIC registration OR an undertaking as per Annexure II.
- iv) Demand Draft/Pay order or Banker's Cheque/Deposit at Call Receipt/FDR of any Scheduled Bank against EMD

OR

Bank transaction detail with UTR No for successful payment of EMD and Cost of Bid Document.

- v) Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank towards Cost of Bid Document
 - vi) Certificates of Work Experience (for non BSNL registered contractors)
 - vii) Copy of GST Registration issued by concerned Department of Govt. of UP / Govt. of India (can be submitted after acceptance of tender along with PG).
 - viii) Undertaking regarding physical submission of bid documents as per Annexure-III.
- If the bidder is affirm in partnership/Limited Company or Corporation, then the hard copies of Form "A" and partnership deed/memorandum of articles of association and power of attorney /certificate of incorporation /authorization to the person who signs the tender in case of companies etc. Shall also be uploaded/submitted alongwith other documents.

14. Tender fee shall be paid in favour of **Accounts Officer [Cash], O/o GMTD, BSNL Meerut [UP]** only.

EMD shall be paid as per para (iv) and through e payment mode also to the account/in favour of **Accounts Officer [Cash], O/o GMTD, BSNL Meerut [UP]** In that case Bank transaction detail along with UTR No for successful payment of EMD shall be uploaded as per Para 13.

15. Original financial payment instrument against EMD & TC (when payment is not made through online/e-payment mode) shall be submitted offline in O/o EE (Civil) **before 15:00 Hrs on 28.05.2026**, failing which the tender bid (if already opened on the basis of scanned documents uploaded in 1st electronic envelope/technical bid) shall be rejected
16. During tender process BSNL's tender inviting authority may require bidder to produce original copy of any scanned/uploaded document submitted in technical part,the bidder shall have to comply with.
17. **If the contractor do no submit the offline documents e.g. EMD &Tender cost, after submission of online bids, action shall be taken to withdraw his / their enlistment & debar him / them from tendering in BSNL for the period of 6(Six) months.** An undertaking in this regard is to be submitted along with the tender by the tenderers as per Annexure III.

BRIEF NOTICE INVITING e-TENDER

NIT No.: 07/2026-27/TCD/BSNL/MT

Dated: 18.05.2026.

The Executive Engineer, BSNL Civil Division, Meerut [UP], on behalf of the Bharat Sanchar Nigam Limited [A Govt. of India Enterprise], invites online **Item Rate** bids from approved and eligible contractors of BSNL and non – BSNL registered contractors registered with other public works organizations like CPWD, UP State PWD (B&R), D.O.P., M.E.S. & Railways (in the appropriate class for tendering limit of equal to or more than the estimated cost) for following work:

S. No.	NIT No.	Name of Work & Location	Estimated Cost put to bid	Cost of e-tender	Earnest money	Period of Completion	Last Date & Time of online submission of bid	Period during which EMD& Bid cost shall be submitted	Time & Date of Opening of bid
1	2	3	4	5	6	7	8	9	10
1	07/2026-27/TCD/BSNL/MT	Dismantling of 40 metre Ground Based Tower at Rajapur, Aligarh and depositing the tower materials in BSNL Store at Talanagri, Aligarh..	Rs. 117462	Rs.590	Rs.2349	01 (One) Month	18:00 Hrs on 26.05.2026	Before 15.00 Hrs on 28.05.2026	Technical Bid to open on 28.05.2026 at 15:30 and Financial bids after opening & Evaluation of Technical Bid

Further details and tender documents consisting of NIT, plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in> or www.bsnl.co.in free of cost.

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

No.: 10[5]/ACCTTS/TCMT/130

Dated: 18.05.2026

Copy to:

1. The Chief Engineer, BSNL, U. P. (West) Civil Zone, Meerut.
- 2-3 The Executive Engineer (C), B.S.N.L. Civil Division, Bareilly & Agra.
- 4-11. The Sub-Divisional Engineer (C), BSNL Civil Sub-Division, Meerut-I / Meerut-II / Noida / Ghaziabad.
- 12-15. The Accounts Officer (C/E) / JTO (T)/ Cashier / Auditor.
16. The Accounts Officer (Cash), BSNL GMTD, Meerut.
- 17.. The Indian Contractors and Builders Associations, G-80/207, Main Bazaar, Laxmi Nagar, Delhi-110092.
18. Notice Board.

Executive Engineer (Civil)

ANNEXURE-I

(To be submitted by the contractor regarding near relatives working in BSNL Civil Zone as per clause 14 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 UP [West] Civil Zone, Meerut.*

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 license

"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 license &ESIC within one month of award of work. First payment shall be made to me/us only after submission of applicable EPF, ESIC &labour license 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

UNDERTAKING REGARDING SUBMISSION OF PHYSICAL BID DOCUMENTS

“If I / We _____ do not submit the physical bid /offline documents e.g. EMD and Tender cost after submission of online bids **consecutively three times** within the prescribed time, it shall be treated as breach of conditions and action shall be taken to withdraw my / our enlistment / debar me / us from tendering in BSNL for 6 (Six) months

SIGNATURE OF CONTRACTOR

PART-A (CIVIL WORK)

BSNL– W-6

BHARAT SANCHAR NIGAM LIMITED (A GOVERNMENT OF INDIA ENTERPRISE)

O/o Executive Engineer (Civil), BSNL Civil Division, Meerut [UP]

NOTICE INVITING e-TENDER

NIT No.-07/2026-27/TCD/BSNL/MT

Dated – 18.05.2026

1. **Item Rate e-tenders** are invited by the **Executive Engineer (C), BSNL Civil Division, Meerut [UP]**, on behalf of the “**Bharat Sanchar Nigam Limited [A Govt. of India Enterprise]**”, from approved and eligible contractors of BSNL and non – BSNL registered contractors registered with other public works organizations like CPWD, UP State PWD(B&R), D.O.P., M.E.S. & Railways **(in the appropriate class for tendering limit of equal to or more than the estimated cost)** for the work of: **“Dismantling of 40 metre Ground Based Tower at Rajapur, Aligarh and depositing the tower materials in BSNL Store at Talanagri, Aligarh”.**

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

- 1.1 The work is estimated to cost **Rs. 117462.00**
- 1.2 The intending Tenderers have to upload the self-attested scanned copy of their valid enlistment document with the appropriate authority and copies of certificates, testimonials and satisfactory completion certificates of works, from the department concerned, obtained from an officer not below the rank of Executive Engineer, in charge of work. **He / they shall submit attested copies of GST registration Certificate issued by concerned Department of Govt. of UP / Govt. of India, on acceptance of tender along with Performance Guarantee.** In the event of failure on the part of contractor (whose tender is accepted) to furnish the documents pertaining to GST registration Certificate along with Performance Guarantee within stipulated period, the earnest money will be forfeited and tender cancelled. The original financial payment instrument against EMD & TC (when payment is not made through online/e payment mode) shall be submitted offline in O/o EE(civil) **before 15:00 Hrs on 28.05.2026**, failing which the tender bid (if already opened on the basis of scanned documents uploaded in 1st electronic envelope/technical bid) shall be rejected.
- 1.2.1 **Eligibility Criteria regarding Work Experience:**
- 1.2.1.1 For BSNL enlisted contractors for BUILDING WORKS in Appropriate class: - **NIL.**
- They shall upload letter for experience certificate that these documents are not required to be submitted by them. Uploading of this letter is mandatory otherwise system will not clear mandatory field.
- 1.2.2.2 Non – BSNL registered contractor in appropriate class (CPWD, UP State PWD(B&R), D.O.P., M.E.S. & Railways) -----
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.
- Three similar completed works each costing not less than **Rs. NIL**
 - Two similar completed works each costing not less than **Rs. NIL**
 - One similar completed works each costing not less than **Rs. NIL**

Similar work means **“Dismantling of 40 Metre Tower Work”.**

The value of executed works shall be brought to current costing level by enhancing the actual value of executed work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders and shall be rounded off to the nearest hundred rupees. . Above works should have been carried out in Central / State Government/ Central or State Public sector Undertakings.

The experience certificate given by an officer not below the rank of Executive Engineer shall indicate clearly the nature of the work, agreement no. and satisfactory completion of the work along with actual value of work done and actual date of completion and shall be issued by authorized signatory/ authority and shall be in original / attested. The work experience certificate shall be considered as invalid, if extension of time (EOT) is granted with levy of compensation or not decided on the last date of submission of bids.

- 1.2.3 The contractor shall have to fully abide by the relevant provisions of the Employee’s Provident Fund Act 1952, ESIC (wherever applicable) and Rules of The Employees provident Funds Act / Scheme 1961 (as applicable) framed therein from time to time and they have to obtain and produce EPF registration within one month of award of work.

- 1.3 The agency should fulfill the criteria of **clause 14** of BSNL form W-6 & should furnish a **Certificate regarding near relatives as per Annexure I**.
- 1.4 The agency/agencies, which are Blacklisted/Debarred/Ceased for Financial Transactions by BSNL and/or any Central/state Govt. Department/PSU are not eligible for tendering.
2. Agreement shall be drawn with the successful bidders on prescribed Form No. BSNL W8 and General Conditions of Contract with up to date correction slips 1 to 6 which are available as a BSNL Publication and also on BSNL website www.civil.bsnl.co.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work, will be **01 (One) Month** from the 7th day after the date of issue of letter of award of work or from the first day of handing over of the site whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
4. The site for the work shall be made available at the time of execution.
5. The bid document consisting of plans, Specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents including General Conditions of Contract Form including correction slips can be seen from website <http://www.eprocure.gov.in> & www.bsnl.co.in.
- (i) The last date of submission of bids online, will be **26.05.2026 by 18:00 Hrs.**
- (ii) The date of submission of offline documents i.e. EMD & tender fee, will be **28.05.2026 by 15:00 Hrs.**
- (iii) The date of opening of e-tenders [Technical Bid] will be **28.05.2026 at 15:30 Hrs.**

6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

While submitting the revised bid, contractor can revise the rate of one or more items any numbers of times (he need not re-enter rate of all the items) but before last date and time of submission of bid as notified.

7. Interested contractors who wish to participate in the tender had to make following payments and submission as under.

- 7.1 (i) **Cost of Bid Document – Non refundable** in form of Demand Draft / pay orders amounting to **Rs. 590-00 drawn in favour of Accounts Officer [Cash], O/o GMTD, BSNL Meerut [UP] payable at Meerut.**

(ii) **Earnest Money of Rs. 2349.00** 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 **Accounts Officer [Cash], O/o GMTD, BSNL Meerut [UP]** 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.

(iii) Bid document cost and EMD can also be paid through e payment mode to the account **Accounts Officer [Cash], O/o GMT, BSNL Meerut [UP],UCO Bank, Account No. - 01920210002827, IFSC Code- UCBA0000192, Main Branch, Begum Bridge Road, Meerut** In that case Bank transaction detail along with UTR No for successful payment of EMD and Cost of Bid Document shall be uploaded.

(iv) **e-tender Processing Fee-** An amount of Rs. (An Amount of as Displayed online while submitting the e-tender)(Non refundable) as processing fee shall be paid through e-payment mode only through the website www.eprocure.gov.in.

Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money. The Cost of tender, EMD, Processing fee should be submitted through separate instruments.

The scanned copy of above documents (demand Draft/Pay order or Banker's cheque/FDR/deposit at call receipt or bank guarantee) is to be uploaded to the e-Tendering web site within the period of online bid submission and within the period mentioned in this NIT.

The intending bidder has to fill all the details such as Banker's name, Demand draft/Fixed Deposit Receipt / Pay order/ Banker's cheque/ Bank Guarantee number, amount and the date in the e-tendering website.

- 7.2 **MODE OF SUBMISSION:-**

a) The copy of Earnest money, cost of Tender & E-tendering processing fee receipt, Copy of Enlistment Order, copy of GST registration, Near relative certificate (annexure I), copy of EPF, ESIC OR an undertaking as per Annexure II, copy of undertaking regarding submission of physical bid documents as per Annexure III, copy of work experience & Power of Attorney, if applicable shall be scanned & uploaded to the e-tendering website within the period of tender submission.

b) Original financial payment instrument against EMD & TC (when payment is not made through online/e payment mode) shall be submitted offline in O/o EE(civil) **before prescribed date& time.** Failing which the tender bid (if already opened on the

basis of scanned documents uploaded in 1st electronic envelope/technical bid) shall be rejected. The envelope shall be superscripted with name of work, name of tenderer, date and time of opening of bids.

The financial bid submitted shall be opened **on the date & time to be intimated after opening & Evaluation of Technical Bid.**

The bid submitted shall become invalid and cost of bid & e-Tender processing fee shall not be refunded if:

- i) The bidder is found ineligible.
- ii) The bidder does not upload all the documents as stipulated in the bid document.
- iii) If any discrepancy is noticed between the details/ documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
- iv) The bidder does not submit documents in physical form as specified in the bid document before specified date and time.

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

8. The description of the work is as follows: -
“Dismantling of 40 metre Ground Based Tower at Rajapur, Aligarh and depositing the tower materials in BSNL Store at Talanagri, Aligarh”.
9. Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the Executive Engineer (Civil) BSNL Civil Division, **Meerut [UP]**.
10. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.
11. The competent authority on behalf of the BSNL does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
13. The competent authority on behalf of BSNL reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
14. The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone, in which his near relative(s) (directly recruited or on deputation in BSNL is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:
 - i) Member of Hindu Undivided family (HUF).
 - ii) They are Husband and Wife.
 - iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

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

All the intending tenderers will have to give a certificate/ Declaration 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/oShri _____
Resident of _____ hereby certify that none of my relative(s) as defined above is/are employed in concerned BSNL Civil Zone. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me.”

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

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

15. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India including State Government or PSU's (including BSNL) is allowed to work as a contractor for a period of two years after his retirement from Government service, without previous permission of the Government of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India /State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
16. The bid for the works shall remain open for acceptance for a period of **75 [Seventy five] days from the last day of receipt of technical bid**. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. **Further the bidder shall not be allowed to participate in the re-bidding process of the work.**
17. In case of works having estimated cost below Rs.15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the Proforma 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 at rate of 5% of the tendered value in the form of irrevocable Bank Guarantee / Fixed Deposit Receipt of requisite amount to the Engineer-in-charge in the Proforma annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee / Fixed Deposit Receipt within 15 days, the earnest money will be forfeited and tender cancelled.
18. This Notice Inviting Tender (BSNL W-6) shall form a part of the contract document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favor of the successful tenderer/ contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/Contractor shall, within 30 days from such date, formally sign the agreement consisting of :-
 - a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto
 - b) Standard BSNL W8 as on Website www.civil.bsnl.co.in.
 - c) Agreement signed on non-judicial stamp paper as per proforma annexed to the tender document.
19. Payment to the contractors shall be made through e-payment system like ECS/EFT/RTGS as detailed below:-
 - (a) In cities/areas where ECS/EFT/RTGS facility is provided by Banks, the tenderer must have Account in such ECS/EFT/RTGS facility providing Banks and that Bank A/c Number shall be quoted in the tender by the tenderer.
 - (b) The cost of ECS/EFT/RTGS 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/RTGS in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
20. First running account bill shall be paid only after
 - (a) Signing of the Agreement/Contract by both the parties, and
 - (b) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.
21. If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of Six months.
22. General conditions of works in BHARAT SANCHAR NIGAM LTD and all correction slips are available on website www.bsnl.co.in as well as in the Divisional/ Sub divisional Office.

23. The Contractor will submit computerized measurement books and bill in duplicate for all running and final bills and nothing extra shall be paid on this account.
24. **Condition for EPF/ESI/GST**
 (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.**
- b) 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 & employee's 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.
- (c) The contractor shall be required to comply the provision of ESIC (wherever applicable), payment of wages act, contractor labour regulation act, payment of bonus act, payment of gratuity act and GST regulations. Non-compliance of above provisions will be treated as breach of contract and necessary action against the bidder will be taken.
- d) **The rates shall be quoted inclusive of all taxes including GST to the extent mentioned in schedule F under clause 37(i) and all other taxes of Central / UP State Government with loading, unloading and transportation etc. The rates shall be firm and final. Nothing extra shall be paid on any account & BSNL shall not entertain any claim in this respect.** The invoices raised by the contractor shall indicate GST as a separate component of the gross bill raised. The payment of GST by BSNL to the contractor shall be governed by the rule of the government made in this regard and applicable to BSNL and further as per the rules framed by BSNL in this regard. BSNL shall claim ITC credit for the GST as per rules of BSNL in vogue.
The contractor shall be solely responsible for timely payment of GST to the concerned department. Any penalty/interest or late submission etc. arising thereupon and as demanded by the concerned department shall be sole responsibility of the contractor and BSNL shall have absolutely no liability whatsoever on this account.
25. **Tenderers are advised to acquaint themselves regarding Office Infrastructure, Site Lab test equipment & T&P to be provided under section 5 of "Special Conditions" and quote their rates accordingly. The rates quoted by agency should include charges for above Infrastructure mentioned therein and nothing extra shall be paid on this account.**
26. If any terms and conditions under General Rules and Directions is in contravention to terms and conditions as above, the terms and conditions as above shall prevail.
27. If there happens to be holiday on any dates mentioned above, then the transactions will be made on next working day.
28. **For Composite Bids (As applicable in the present bid)**
 The Executive Engineer in charge of the major component will call bids for the composite work. The cost of Bid document and earnest money will be fixed with respect to the combined estimated cost put to tender for the composite bid. The bid document will include following three components:
Part A: Information and instruction for bidders for e-Tendering, BSNLW-6, BSNLW -8 (Abridged version) & Standard General Conditions of contract for BSNLW8 with upto date correction slips.
Part B: Proforma of schedule (including schedule A to F for Civil work), General instructions, Proforma for agreement, Form of Performance security, Annexure "P" corrections to BSNLW, GCC – 2006 (Corrected upto CS – 1 to 4 & 6, List of preferred make to be used for this work, specific conditions.
Part C: MOU, Proforma of schedule (including schedule A to F for electrical work, SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) Special conditions for electrical work for composite tender, Additional conditions for electrical work, Additional specifications for the work of (EI & FANS), List of preferred make – BSNL Electrical Wing
- 28.1.1 The bidders must associate with himself, agencies of the appropriate class eligible to bid for each of the minor component individually.
- 28.1.2 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.
- 28.1.3 After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the Bharat Sanchar Nigam limited. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's in charge of minor component. One such signed set of agreement shall be handed over to EE in charge of

- minor component. EE of major component will operate Part A of the agreement. EE in charge of minor component (s) shall operate Part B along with Part A of the agreement.
- 28.1.4 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.
- 28.1.5 Security Deposit will be worked out separately for each component corresponding to the tendered cost of the respective component of works.
- 28.1.6 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of minor component(s).
- 28.1.7 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in- charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 28.1.8 The main contractor has to enter into agreement with the contractor(s) associated by him for execution of minor components(s). Copy of such agreement shall be submitted to EE in charge of each minor component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
- 29.1.9. Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.
- 29.1.10 The composite work shall be treated as complete when all the components of the works are complete. The completion certificate of the composite work shall be recorded by Engineer in charge of major component after record of completion certificate of all other components
- 28.1.11 Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract

Signature: _____
Name: _____
Executive Engineer (Civil)
BSNL Civil Division
Meerut [UP]
For & on behalf of
Bharat Sanchar Nigam Limited [A Govt. of India Enterprise]

IMPORTANT INSTRUCTIONS TO ALL TENDERERS

All tenderers 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.bsnl.co.in), 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 2023** and CPWD specifications 2019, Volume I & II with up to date correction slips.
3. All the eligibility credentials submitted by the intending tenderers must be duly self-attested.
4. Payment of RA bill to the contractor will be made within **45 working days** of submission of bill/invoice by the contractor. However, this period may further be extended by another 15 days due to administrative reasons. No delay will be considered for grant of extension of time on account of delay in payment. The intending tenderer shall have sufficient working capital to continue the progress of work and complete it in the scheduled time as per milestone.
5. The contractor shall file the GST claim of bill/invoice in time so that the input credit is available to BSNL while processing their bill in Central accounting unit. In case the same is not available/reflected in GST portal then the GST amount in the bill will be retained and shall be released only after input credit is allowed to BSNL.
6. The contractor shall quote their rate/bid including all taxes and GST @ 18% as modified time to time but applicable for Govt works as on last date of submission of tender.

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

STATE: Uttar Pradesh
UPW Civil Zone

CIRCLE: BSNL Civil Circle, Meerut [UP]ZONE:
DIVISION: BSNL Civil Division, Meerut [UP]
SUBDIVISION: BSNL CSD, Ghaziabad

Item rate Bid for the work of: "Dismantling of 40 metre Ground Based Tower at Rajapur, Aligarh and depositing the tower materials in BSNL Store at Talanagri, Aligarh".

- (i) To be submitted online on the website "www.eprocure.gov.in" by **18:00 hours on 26.05.2026**. Documents which are to be submitted by the bidders to the **Executive Engineer (Civil) BSNL Civil Division, Meerut [UP] before 28.05.2026 15:00 Hrs.** will be opened in the presence of bidder.
- (ii) The financial bid shall be opened online **after opening & Evaluation of Technical Bid** or "to be communicated at a later date" in the office of Executive Engineer (C), BSNL Civil Division Meerut in presence of bidders who may be present.

T E N D E R

I/We have read and examined Notice Inviting Tender, Schedules A, B, C, D, E & F, Specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Special conditions, Schedule of Rate & other document & 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 work specified for the Bharat Sanchar Nigam Limited within the time specified in schedule 'F' viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions (Civil and Electrical) and in Clause 11 of the Conditions of the contract and with such materials as are provided for, by and in respect in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **75 [Seventy five] days** from the last day of receipt of technical bid thereof and not to make any modifications in its terms and conditions. If I/we withdraw my/our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

A sum of **Rs. 2349.00 (Rupees Two Thousand Three Hundred Forty Nine Only)** has been deposited in prescribed manner as earnest money. If I/We fail to commence the work specified I/We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of 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. Further, I / We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I / We shall be debarred for participation in the rebidding process of the work.

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

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

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

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

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

I/We agree that this contract is subject to jurisdiction of court at **Meerut [UP]** only.

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

Dated.....

Witness:

.....

Address:

Occupation:

Postal Address:

Signature of Contractor

ACCEPTANCE

The above tender [as modified by you (Contractor) and as provided in the letters mentioned hereunder] is accepted by me for and on behalf of the **Bharat Sanchar Nigam Limited [A Govt. of India Enterprise]**, for a sum of **Rs.....(Rupees.....)**
.....)

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

(a)

.....

(b)

.....

For & on behalf of the Bharat Sanchar Nigam Limited [A Govt. of India Enterprise],

Dated

Signature:x.....

Name and Designation:x.....

PROFORMA OF SCHEDULES (Operative Schedules to be supplied separately to each of the intending tenderer)				
SCHEDULE - "A"				
Schedule of Quantities (Civil Work): As per Extra Excel Work Sheet				
SCHEDULE - "B"				
Schedule of Materials to be issued to the contractor				
S. No.	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
..... NIL				
SCHEDULE - "C"				
Tools and Plants to be hired to the contractor				
S. No.	Description of Item	Hire charges per day	Place of issue	
1	2	3	4	
.....DELETED				
SCHEDULE - "D"				
Extra schedule for specific requirements/documents for the work. (a) Performa of Agreement (b) Form of Performance Guarantee (c) Specifications and conditions including conditions for procurement of steel reinforcement and cement (d) Additional conditions and additional specifications (e) Performa of Guarantee Bond (f) Special conditions (g) Important instructions to all tenderers (h) Correction slips and Amendments (i) List of Preferred makes.				
SCHEDULE - "E"				
Schedule of component of Materials, Labour etc. for escalation.				
CLAUSE 10:				
Component of Materials expressed as percent of Total Value of Work		"X"	75%	
Component of Labour expressed as percent of Total Value of Work		"Y"	25%	
Component of POL expressed as percent of Total value of Work		"Z"	0%	
SCHEDULE - "F"				
Reference to General Condition				
Name of Work	Dismantling of 40 metre Ground Based Tower at Rajapur, Aligarh and depositing the tower materials in BSNL Store at Talanagri, Aligarh.			
Estimated cost of Work	Rs. 117462.00 (Rupees One Lakh Seventeen Thousand Four Hundred Sixty Two Only)			
Earnest Money	Rs. 2349.00 (Rupees Two Thousand Three Hundred Forty 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. 15.00Lakhs)		Rs.x.....(Rupees)
Security Deposit (5% of the tendered value for works with estimated cost put to tender exceeding Rs. 15.00 Lakhs)		Rs.x..... (Rupees)
GENERAL RULES AND DIRECTIONS		
Officer Inviting tender		Executive Engineer (C), BSNL Civil Division, Meerut [UP]
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:		
2 (v)	Engineer-in-charge	Executive Engineer (C), BSNL Civil Division, Meerut [UP]
2 (viii)	Accepting Authority	Executive Engineer (Civil). BSNL Civil Division, Meerut
2 (x)	Percentage on cost of materials and labour to cover all overheads and profit	10 %
2 (xi)	Standard Schedule of Rates	CPWD DSR-2023 with upto date corrections as on the date of opening of tenders with modification of 110/115.
9 (ii)	Standard BSNL Contract Form	Form BSNLW – 8 with upto date correction slips (1 to 6) as on the date of opening of tenders
Clause 2		
	Authority for fixing compensation under Clause -2	Executive Engineer (Civil). BSNL Civil Division, Meerut
Clause 2A		
	Whether Clause 2A shall be applicable	No
Clause 3A		
	Whether Clause 3A shall be applicable	No
Clause 5		
i)	Time allowed for execution of work	01 (One) Month
ii)	Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer (Civil). BSNL Civil Division, Meerut.
Clause 6A		
	Whether Clause 6A shall be applicable	Yes
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.10000.00

Clause 10							
	Reinforcement steel to be used in the work shall have to be procured as below:				Kamdhenu, Jyoti, Rathi or equivalent [Secondary Producers]		
Clause 11							
	Specification to be followed for execution of work.				CPWD Specifications 2019 Volume: I & II, with upto date correction slips.		
Clause 12							
12.2 & 12.3	Limit for value of any item of any individual trade beyond which sub clauses (i) to (ii) shall not apply and clauses 12.2 and 12.3 shall apply				50%		
Clause 16							
	Competent authority for deciding reduced rates				Superintending Engineer (C), BSNL Civil Circle, Meerut [UP]		
Clause 36(i)							
General guideline for fixing requirements of technical staff and rate of recovery in case of non compliance for a work, shall be as per the following.							
S No	Minimum Qualification of Technical representative	Discipline	Designation	Minimum Experience	Number	Rate at which recovery shall be made from contractor in event of non deployment	
						Figures	words
1.	Diploma Engineer	Civil	Principal Technical Representative	5 Years	1 No	Rs. 15,000/- per month	Rs. Fifteen Thousand only per month
Clause-37 (i)							
Extent of GST (Goods and services Tax) payable by contractor for building and construction works.				100% [Rates shall be inclusive of 100% GST. However, after issue of detailed guidelines / rules, if a portion of GST is to be paid by department (BSNL), the same shall be recovered from the bill of the contractor]			
Clause 42							
i) (a)	Schedule / statement for determining theoretical quantities of cement.				DSR 2023, printed by CPWD with upto date correction slips as on the date of opening of tenders		
ii)	Variation permissible on theoretical quantities						
a)	Cement for works with estimated cost put to tender:						
	i) Not more than Rs. 5.00 Lakhs				3 % minus		
	ii) More than Rs. 5.00 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 and Recoveries:							
S. No.	Material				Star Price (Rate in Figures and Words)		
1	For Cement (OPC 43 grade only)				-----		
2 (a)	For Mild steel				Not Applicable		
2 (b)	For Reinforcement Steel conforming to BIS 1786 (Fe 500 Grade)				-----		
2 (c)	For Reinforcement Steel TMT bars				-----		
2(d)	For Galvanized steel				Not Applicable		

Executive Engineer (Civil)
BSNL Civil Division
Meerut [UP]

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 if 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>

PART-B
SH: CIVIL WORK

SPECIAL CONDITIONS

1.0 General:

- 1.1. 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 reference 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 in confidential and must be strictly confirmed 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 there from 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 carryout work between 7 AM to 6 PM. However, he may also be allowed to carryout 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, verniercalliper, 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 staffs for field work the entire completion period at site. Nothing extra shall be paid on this account..**

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 fulfilment 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 labour 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.

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 43/53 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 500 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. NABL accredited labs.
- v. Any other labs approved by O/o CE (C), BSNL Meerut.

11.4.1.1 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.

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 paymentdetailed 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>

**PROFORMA FOR AGREEMENT
(ON NONJUDICIAL 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 **Meerut [UP]**only." (Where the e-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..... (here in after 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 by the said contractor(s) accordingly discharges this guarantee.

5. We _____ (indicate the name of Bank) further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time 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.

APPENDIX-XV

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

To

The Chief Engineer,
BSNL UP. Civil Zone
Meerut.

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 [Civil],BSNL Civil Division ,Meerut [UP]

-: Schedule of quantities:-

Name of work: Dismantling of 40 metre Ground Based Tower at Rajapur, Aligarh and depositing the tower materials in BSNL Store at Talanagri, Aligarh.

I. No.	Item Description	Quantity		BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	3.00	One Cubic Metre		0.00	INR Zero Only
2	Extra for cutting reinforcement bars manually/ by mechanical means in R.C.C. or R.B. work (Payment shall be made on the cross sectional area of R.C.C. or R.B. work) as per direction of Engineer in-charge.	2.25	One Square Metre		0.00	INR Zero Only
3	Disposal of building rubbish/malba/ similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting and unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all lifts involved.	3.00	One Cubic Metre		0.00	INR Zero Only
4	Dismantling 40m Ground Based structural steel tower along with vertical and horizontal gantries, antenna mounts, access platforms, ladders, railings, wave guides, posts and all other fixtures, including numbering the members as per the drawings and stacking the members carefully in orderly manner at the site as directed. Any loss to the BSNL's/Owner's property shall be repaired by the contractor and nothing extra shall be paid on this account. (Rate includes necessary tools and plants such as pulleys, ropes etc., necessary welding machines, cutting the bolts wherever required, arranging skilled labour, insurance premium etc and nothing extra shall be paid on any account. The agency shall produce insurance coverage certificate for works, failing which a sum of Rs. 5000/- per tower shall be deducted from their bill) (Nothing extra shall be paid over & above the rate on any account)	1.00	One Job		0.00	INR Zero Only
5	Mechanical transportation of 40 Metre GBT members comprising MS angles, flats, plates, pipes nuts and bolts etc. of varying sizes and lengths from Site i.e. Rajapur, Aligarh to BSNL Store at Talanagari, Aligarh (Approx. 52 Kms). The entire lot of	1.00	One Job		0.00	INR Zero Only

	tower members shall be transported in a single lot. The Job includes cost of collection of all members with required lead, loading and unloading, weighing at loading site/unloading site, preparing and submitting the list of materials to store In-charge & Engineer-in-Charge, depositing the tower members at the desired location complete as per directions of Engineer -in-charge. (Nothing extra shall be paid over and above the rate on any account).					
6	Credit for unserviceable dismantled material recovered from site of work: (a) Unserviceable GI/CI/MS/Steel Items	105.00	One Kilogram		-0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

Executive Engineer (C)