

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
(CIVILWING)

DRAFT NIT

Name of work: Structural repairs to damaged RCC members to Mambalam T.E.
Building, Chennai

DNIT No : **04/SE(C)/CHTD/2023-24**

Estimated cost put to tender : **Rs. 15,48,370/-**

Certified that this DNIT contains **(56) Fifty six** pages only

Sub Divisional Engineer (P&D)
O/o Pr. Chief Engineer (Civil)
BSNL, Chennai Telephones
Chennai- 600008

NIT approved for Rs. 15,48,370/-
(Rupees Fifteen lakhs forty eight thousand three hundred and seventy only)

Superintending Engineer (Civil)
O/o Pr. Chief Engineer (Civil)
BSNL, Chennai Telephones
Chennai -600008



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

NOTICE FOR INVITATION FOR E- TENDER

Name of Work	: Structural repairs to damaged RCC members to Mambalam T.E. Building, Chennai
Date of Issue of NIT	04.01.2024
Period of availability of Tender Document	
On website	http://rgmttc.bsnl.co.in/newciviltender/internetcategorylist.asp , www.chennai.bsnl.co.in and https://etenders.gov.in/e procure/app : **
Deadline for Receiving Tender online	: 29.01.2024@18.00Hrs
Deadline for Receiving EMD and other documents	: 31.01.2024 @15.00Hrs
Cost of Tender document	: 1180.00
Tender Processing fee	: NIL
Date and time of Opening of eligibility envelope	: 31.01.2024 @15.30Hrs
Date of Time for opening of Stage 1 Of the Tender (Techno Commercial Open)	: 31.01.2024@15.40Hrs
Date of Time for opening of stage 2 Of the bid (Cost Open) of bid who Qualified in stage 1 of the Tender	: 31.01.2024@16.00Hrs
Period of Tender Validity To Be filled by EE (Civil)	: 75 Days

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Executive Engineer (Civil),
BSNL Civil Division FBR,
Chennai

INSTRUCTION TO EXECUTIVE ENGINEER (CIVIL)

The EE(C) may kindly attend to the following points before inviting, opening and processing the e-tenders:-

1. EE(C) may go through the GCC conditions (General Conditions of Contract) and he may suitably modify it if so required depending upon the site conditions in consultation with this office with update Correction slips.
2. Conditions regarding availability of site may be filled in clause 4 of BSNL W-6.
3. Time and Date for sale, receipt and opening of tenders may be filled in the relevant blanks on pages.
4. Any instructions issued by the Principal Chief Engineer after the date of approval of this NIT may be attached / attended to before the call of e-tenders.
5. Any additional specifications particular to the locality may be included in the NIT before issuing the same but prior approval of this office may be obtained.
6. Blanks may be filled up on pages wherever indicated before release of NIT at his end.
7. It may be ensured that all architectural drawings referred to in the schedule of Quantities etc. be shown to the tenderers and their acknowledgement of having seen the drawings be taken in register indicating drawings nos. etc.
8. Agreement shall be drawn with the successful tenderer on prescribed Form No. BSNL W-8.
9. For opening and processing of e-bids, instructions laid down in clause 4.4, 4.5.3 of CPWD Works Manual 2019 and SOP 4/1 and 4/4 of CPWD Works Manual 2019 may be followed.

DRAFT SPECIMEN OF NOTICE (For Press)

Notice Inviting e-Tender

The Executive Engineer (Civil), BSNL CIVIL DIVISION FBR, Chennai, on behalf of Bharat Sanchar Nigam Limited invites, item rate e-tender for the work of [Structural repairs to damaged RCC members to Mambalam T.E. Building, Chennai](#)

NIT No.: _35/BSNL/CD-FBR/CHN/2023-2024

Dated: 04.01.2024 ____

Estimated Cost: [Rs.15,48,370 /-](#) Earnest Money: [31,000/-](#)

Period of Completion: **3 Months**

Last Time and Date of Submission of Bid 18.00hrs on _29.01.2024

1. The bid forms and other details can be obtained from the website <http://rgmttc.bsnl.co.in/newciviltender/internetcategorylist.asp>, www.chennai.bsnl.co.in and <https://etenders.gov.in/eprocure/app>

Executive Engineer (Civil)

O/o Executive Engineer (Civil),
BSNL Civil Division Flower Bazaar
II Floor, CTX Building,
Flower Bazaar TE Compound
Chennai- 600 001.



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

NOTICE INVITING e- TENDER

NIT No: (to be filled by EE)

1.0 Item rate e-tenders are invited on behalf of BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible contractors of D.O.T/ BSNL, Non BSNL contractors, registered with Public Works Organizations like CPWD, State PWD(B&R), DOP, MES & Railways having valid GST registration and EPF registration, for the work of

Name of work	Estimated cost	E.M.D	Period of completion
Structural repairs to damaged RCC members to Mambalam T.E. Building, Chennai	Rs.15,48,370 /-	Rs.31,000/-	3 (Three) Months

1.1.1 Eligible contractors provided they produce proof of their valid enlistment, GST registration & EPF registration with the appropriate authorities.

Criteria of eligibility for Non-BSNL registered contractors of Public Works Organizations like CPWD, State PWD, DOP, MES & Railways.

1.1.1.1 For works above Rs.7 Lakhs and up to Rs.5 Crore, the applicant should have completed similar works as per details below during the last 7 years ending last day of the month previous to one in which tenders are invited:

- Three similar completed works each costing not less than **Rs. 6,19,400 /-** or,
- Two similar completed works each costing not less than **Rs. 9,29,100 /-** or,
- One similar completed work costing not less than **Rs.12,38,700 /-**

For the purpose of this clause "Similar works" means "**Buildings Works executed for Central / State Govt. / Public sector under takings**".

The experience certificate shall be issued by an officer not below the rank of Executive Engineer.

2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL-W8, which is available as a BSNL Publication / BSNL Web site <http://rgmttc.bsnl.co.in/newciviltender/TenderGCRevisedWithCorrectionSlip6.pdf>

Tenderer shall quote his rates as per various terms and conditions contained in the General conditions of contract for Civil works 2006 (as amended upto date) (Available on web site mentioned above duly superseded by additional conditions / specifications attached with tenders document which shall form partly.

3.0 The time allowed for carrying out the work will be **3 (Three) months** from the **10th day** the date of issue of letter of acceptance of work, or from the first day of handing over of the

site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.

4.0 The site for the work shall be made available as specified below:

[The Site will be made available.](#)

5.0 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 on website <http://rgmttc.bsnl.co.in/newciviltender/internetcategorylist.asp>, www.chennai.bsnl.co.in and <https://etenders.gov.in/eprocure/app> free of cost.

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

7.0 Earnest Money can be paid in the form of Demand Draft / Pay order / Banker's cheque/ Deposit at Call receipt / Fixed deposit receipts of a scheduled bank issued in favour of **Accounts Officer Cash, BSNL, Chennai Telephones** along with Bank Guarantee of any Scheduled Bank wherever applicable. When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.

7.1 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 date.

(i) **Cost of Bid Document (Non refundable)** - Demand draft amounting **Rs. 1180/- (1000.00 + 18% GST = 180.00) including GST drawn in favour of Accounts Officer Cash, BSNL, Chennai Telephones.**

(ii) **EMD** - amounting Rs **31,000/- (Rupees Thirty one thousand only)** drawn in favour of Accounts Officer Cash **BSNL, Chennai Telephones.**

7.2 Deposit at Call receipt or fixed deposit receipt of Scheduled Bank or demand draft or Bank Guarantee of a Scheduled Bank against EMD and Cost of Tender document shall be placed in single sealed envelope super scribed as "Earnest Money Deposit and Cost of Tender document with name of work and due date of opening of the bid also mentioned thereon.

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

7.4 The sealed cover containing EMD/ Cost of bid document should be submitted in the office of **Executive Engineer (C), BSNL Civil Division - Flower Bazaar, Ground Floor, CTX Building, Flower Bazaar TE Compound, Chennai- 600 001.**

7.5 The last date of submission of bids through on line is upto **18.00** hours on 29.01.2024

- 7.6 The date of submission of sealed cover containing physical EMD and tender cost will be upto **15:00hrs** on 31.01.2024
- 7.7 The date of opening of technical bid documents submitted will be opened at **15:30** hrs on the same day of submission.
- 7.8 The date of opening of financial bid will be at **16.00** hours on **31.01.2024**
- 7.9 Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and Cost of Bid Document placed in the envelope are found in order.
- 7.10 The bid submitted shall become invalid and cost of bid shall not be refunded if:
- (i) The bidder is found ineligible.
 - (ii) Any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
- 7.11 In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law.

The description of the work is as follows: [Structural repairs to damaged RCC members to Mambalam T.E. Building, Chennai](#)

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

10. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. The competent authority on behalf of the Bharat Sanchar Nigam Limited reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:
 - (i) Member of Hindu Undivided family (UHF).
 - (ii) They are Husband and Wife.
 - (iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).
 - a. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/ gazette officer in the BSNL or Department of Telecom or in the Ministry of Communications.
13. All the intending tenderers will have to give a certificate that none of his/her such near relative (s) as defined above is/are working in the concerned BSNL Civil Zone where he is going to apply for tender/work. **The format of the certificate is given in page [No 15](#) and should be signed by the tenderer.**
 - a) 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.
 - b) Any breach of these conditions by the Company or Firm or any other person, the tender/work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage, whenever it is so noticed. BSNL will not pay any damages to the company or Firm or the concerned person but damages arising on account of such cancellation to be borne by the contractor. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned BSNL Civil Zone. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors or BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.
 - c) No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of one year after his

retirement from Govt. service, without previous permission of the Govt. of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India / State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.

- 14) The tender for the work shall remain open for acceptance for a period of **75 Days** from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance /intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to 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.
- 15) 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.
- a. Performance Guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within **15 days**, the earnest money will be forfeited and tender cancelled.
- 16) This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/ Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/Contractor shall, within 30 days from such date, formally sign the agreement consisting of: -
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard BSNL W-7/8 as on website <http://rgmttc.bsnl.co.in/newciviltender/TenderGCRevisedWithCorrectionSlip6.pdf>
- c) Agreement signed on non-judicial stamp paper as per Performa annexed to the Tender document.
- 17) Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below: -
- (a) In cities/areas where ECS/EFT facility is provided by Banks, the tenderer must have Account in such ECS/EFT facility providing Banks and that Bank A/c number shall be quoted in the tender by the tenderer.

- (b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
- (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
- (d) The payments to contractors will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
- 18) 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.
- 19) General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website <http://rgmttc.bsnl.co.in/newciviltender/TenderGCRevisedWithCorrectionSlip6.pdf> as well as in the Divisional/ Sub divisional Office.
- 20) The tenderer shall furnish a declaration to this effect (In case of downloaded tender) that no addition/deletion/correction have been made in the tender document submitted and it is identical to the tender document appearing on website. Every page of down loaded tender shall be signed by the tenderer with stamp (seal) of his firm / organization.
- 21) The e tender is available at <https://etenders.gov.in/eprocure/app> free of cost. For details kindly visit website www.tamilnadu.bsnl.co.in / www.chennai.bsnl.co.in

For & on behalf of the Bharat Sanchar Nigam Limited

Executive Engineer (Civil)
BSNL Civil Division – Flower Bazaar,
Chennai – 600001

IMPORTANT INSTRUCTIONS TO ALL BIDDERS FOR e-TENDERING

The **Executive Engineer (Civil), BSNL Civil Division – Flower Bazaar , Chennai – 600001** on behalf of BHARAT SANCHAR NIGAM LIMITED (A GOVERNMENT OF INDIA ENTERPRISE), invites on line item Rate e- Tenders from approved and eligible contractors of CPWD, State PWD (B&R), DOP, MES & Railways and specialized agencies having valid EPF and GST registration for the following work:-

1	2	3	4	5	6	7	8	9	10
Sl. No.	NIT No.	Name of work & location	Estimated cost put to tender	Earnest money	Period of completion	Last date & Time of submission of bid	Last date & time for submission of physical EMD & Cost of Bid	Time & date of opening of sealed cover and Technical bid	Time & date of opening of financial Bid
1	DNIT No: 03/ SE(C) /CHTD /2023-24 and 35/BSNLCD FBR/CHN/2023-2024	Structural repairs to damaged RCC members to Mambalam T.E. Building, Chennai	Rs. 15,48,370 /-	Rs.31,000/-	3 (Three)Months	29.01.2024 @18.00 Hrs	<u>31.01.2024@15.00 Hrs</u>	31.01.2024 @15.30 Hrs	31.01.2024@ 16.00 Hrs

1. The intending bidder must read the terms and conditions of BSNL **W-6** carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. Please go through the directives carefully. Any lapse / departure may lead to

- a) Rejection of your tender and / or
- b) Forfeiture of your earnest money / and or
- c) Cancellation of your registration and / or
- d) Debarring you from future tenders

2. The **Standard Form (The General Conditions of Contract for Civil Works 2006 with amended upto date)** shall form part of the agreement, to be drawn and signed by the both parties, after acceptance of tender. The Standard Form shall be available in downloadable manner from website <http://rgmttc.bsnl.co.in/newciviltender/TenderGCRevisedWithCorrectionSlip6.pdf> Information and instructions for bidders posted on <http://rgmttc.bsnl.co.in/newciviltender/InternetCategoryList.asp> website shall form part of

bid document. If not registered, the intending bidders should get themselves registered with <http://www.etenders.gov.in> website.

3. 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.chennai.bsnl.co.in / <http://rgmttc.bsnl.co.in/newciviltender/InternetCategoryList.asp> and <https://etenders.gov.in/eprocure/app>
4. The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed deposit receipts towards cost of bid document and EMD in favour of **BSNL, Chennai Telephones**.
5. Those contractors, who are not registered on the website mentioned above, are required to get registered beforehand.
6. The intending bidder must have valid Class-III digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of JPG format and PDF format.
9. Contractors shall quote rates for each item. If any cell is left blank, the same shall be treated as "0" and the rate of such item shall be treated as "0" (ZERO).
10. Conditional tender shall be rejected.
11. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.
12. The tenderer should read carefully & understand the Additional Conditions, Additional Specifications and Particular Specifications, Schedule of Quantity, drawings etc attached with the tender document before actually quoting rates for the work.
13. Quoted rates shall deem to include cost of all materials, labour, operations, goods and service taxes and any other contingent item described in items, specifications etc. For Goods and service tax please refer conditions in schedule-F.
14. The rate shall also deem to include cost of any other material, labour, operations etc. without which the work would not be satisfactorily complete even though such material, labour, operation would not have been specifically mentioned in specifications etc.
15. The schedule of items, estimated cost etc in this contract are based on **CPWD DSR 2021** and Local Market.
- 16. The rates quoted shall include all taxes, GST, CWWC, royalty, seignior age charges that are applicable from time to time as per statutory rules of State / Central Government. The rate quoted will be exclusive of EPF. The EPF will be reimbursed to the extent of contractor contribution on the submission of proof of payment to the concerned authority.**

List of Documents to be scanned and uploaded within the period of bid submission

- a) Demand draft/Pay order or Banker's Cheque/Deposit at Call Receipt/FDR of any Scheduled Bank against **Earnest Money Deposit**.
- b) Demand draft/Pay order or Banker's Cheque of any Scheduled Bank towards **cost of Bid document**.
- c) Valid Enlistment order of the contractor (As per applicability).
- d) Certificates of Work Experience (As per applicability).
- e) Undertaking of no near relative as stipulated under Clause 13 of NIT
- f) GST registration and acknowledgement of up to date filed return.
- g) Declaration for online BID
- h) Power of attorney if applicable.

DECLARATIONS TO BE GIVEN BY THE TENDERERS

- a) I/We have gone through BSNL W-8 amended upto date correction slip, available on website <http://rgmttc.bsnl.co.in/newciviltender/TenderGCRevisedWithCorrectionSlip6.pdf> and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.
- b) I/We _____ S/o Sri_ ___ _____ Resident of _____ hereby certify that none of my relative (s) as defined in para 13 of BSNL W-6 is/are employed in Chennai Telephones & TN Telecom Circle. 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.
- c) I/We _____ S/O Sri_ ___ _____ Resident of _____ hereby declare that, if I/we do not submit the physical bid document/Technical bid consecutively three times after submission of online bid, it shall be treated as breach of condition and action shall be taken to withdraw my/our enlistment. / debar me /us from tendering in BSNL for six months.
- d) I/We _____ S/O Sri_ ___ _____ Resident of _____ hereby declare that no addition/deletion/correction have been made in the tender document submitted and it is identical to the tender document appearing on website.

NOTE:- (To be certified by all the partners in case of partnership firms, by all the directors in case of companies).

Date:

Signature of Tenderer

Other partners

2. _____ s/o _____ signature:

3. _____ s/o _____ signature:

4. _____ s/o _____ signature:



BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

GENERAL RULES AND DIRECTIONS

1. All work proposed for execution by contracts will be notified in a form of invitation to tender duly signed by the officer inviting tender will be displayed on the notice board/ pasted in public places or by publication in News papers as the case may be and shall also be on the BSNL website <http://rgmttc.bsnl.co.in/newciviltender/InternetCategoryList.asp> / www.chennai.bsnl.co.in.

This form will state the work to be carried out, as well as the date for receipt of application, the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs and drawings and any other documents, required in connection with the work signed for the purpose of identification by the officer inviting tender, shall also be open for inspection at the office of the officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each Partner thereof or by the partner(s) as specified in the partnership deed or by the person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.

3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partner(s) or by the partner(s) as specified in the Partnership Deed by the person holding a power of attorney authorizing him to give effectual receipts for the firm.

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

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

5. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. A receipt of earnest money, forwarded therewith, shall be given to all contractors. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor, remitting the same, without any interest.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment, to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the AO / Sr. AO or a duly authorized Cashier.
8. The memorandum of work tendered for and schedule of the materials to be supplied by the BSNL and their issue-rate shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender document, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
10. In case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates, which correspond with the amount worked out by the contractor, shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

In the event of no rate has been quoted for any item(s) then the rate for such item(s) will be considered as zero and work will be required to be executed accordingly. It will be presumed that the contractor has included the cost of this/ these item(s) in other item(s).
11. In case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the work Rs. Should be written before the figure of Rs. And word 'P' after the decimal figures, e.g. Rs. 2.15 'P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to the two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the rate in words and it should not be written in the next line.
13. The contractor whose tender is accepted, for amount exceeding Rs. 15.00 Lakhs (Rupees Fifteen Lakhs), will be required to furnish an irrevocable PERFORMANCE GUARANTEE mentioned elsewhere in the Contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of Acceptance of Tender. This guarantee shall be in the form of Fixed Deposit receipts or Guarantee Bonds of a Scheduled Bank or State Bank of India.

The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by BSNL by way of Security Deposit unless he/they has / have deposited the amount of Security at the rate mentioned above in form of Demand draft / Baker's Cheque / Deposit at call receipt of a Scheduled Bank or State Bank of India in accordance with the form annexed hereto.

In case of works with estimated cost put to tender is up-to and including Rs. 15.00 Lakhs (Rupees Fifteen lakhs) the total security deposit deducted shall be 10% (Ten percent) instead of 5% (Five percent) of the tendered value of the work. Security Deposit shall be recovered @ 10% of gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work.

14. On acceptance of the tender, the name of accredited representative(s) of the contractor, who would be responsible for taking instructions from the Engineer-in-charge, shall be communicated in writing to the Engineer-in-Charge.

15. 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.

16. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has /have tendered for the same work. Failure to observe this condition would render, the tender of the contractors, tendering, as well as witnessing the tender, liable to summary rejection.

17. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor of appropriate class, must associate himself with agencies of appropriate class, which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

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

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

19. The contractor shall comply with the provision of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer(C), may in his discretion, without prejudice to any other right or remedy, available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the said Act.

BSNL W-6
BHARAT SANCHAR NIGAM LIMITED
 (A Govt. of India Enterprise)

NOTICE INVITING E- TENDER

Item rate e-tenders are invited on behalf of the BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible contractors of D.O.T/ BSNL, Non BSNL contractors, registered with Public Works Organizations like CPWD, APWD, ALHW, DOP, MES, STATE PWD & Railways and specialized agencies for the work of [Structural repairs to damaged RCC members to Mambalam T.E. Building, Chennai](#)

1.1.1 The work is estimated to cost **Rs.15,48,370 /- (Rupees Fifteen Lakhs forty eight thousand three hundred and seventy only)**

1.1.1.1 The Eligible bidders should have proof of their valid enlistment, GST registration & EPF registration with the appropriate authorities.
 Criteria of eligibility for Non-BSNL registered bidders of Public Works Organizations like DOP, CPWD, MES and Railways.

For works above Rs.7 Lakhs and up to Rs.5 Crore, the applicant should have completed similar works as per details below during the last 7 years ending last day of the month previous to one in which tenders are invited:

- a. Three similar completed works each costing not less than **Rs. 6,19,400 /-** or,
- b. Two similar completed works each costing not less than **Rs. 7,64,900/-** or,
- c. One similar completed work costing not less than **Rs.12,38,700 /-**

For the purpose of this clause "Similar works" means "**Building works for Central / State Govt. / Public sector under takings**".

The experience certificate shall be issued by an officer not below the rank of Executive Engineer.

The experience certificate shall be issued by an officer not below the rank of Executive Engineer.

2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL W - 8, amended upto date correction slip which is available as a BSNL publication / BSNL Web site: <http://rgmttc.bsnl.co.in/newciviltender/TenderGCRevisedWithCorrectionSlip6.pdf> Tenderer shall quote his rates as per various terms and conditions contract for Civil works BSNL-8,2006 (as amended upto date) (Available on website mentioned above duly superseded by additional conditions/ specifications attached with tenders document which shall form part of tender document)

3.0 The time allowed for carrying out the work will be **3 (Three) Months** from the 15 after the date of issue of letter of award of work, or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the tender document.

4.0 The site for the work is available.

5.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of the contract to be

complied with by the contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL web site www.tn.bsnl.co.in or be seen in the office of the **Executive Engineer (C), BSNL Civil Division - Flower Bazaar Ground Floor, CTX Building, Flower Bazaar TE Compound, Chennai- 600001** between 11.00 hrs. & 16.00 hrs every day except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of the following:-

- i. **Rs. 1180.00 including GST18% in demand draft in favour of "A O (Cash), BSNL, Chennai Telephones" towards cost of tender documents (Non refundable) and**
- ii. Earnest money of **Rs. 31,000/- (Rupees Twenty five thousand five hundred only)** in cash (up to Rs. 2500/- only)/ Deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of **"AO (Cash), BSNL, Chennai Telephones"** payable at **Chennai**. When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.
- iii. The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from web site in the form as detailed at sub para (ii) above.

Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money.

6.0 The sealed cover containing physical EMD/ Cost of bid should be submitted in the office of **Executive Engineer (C), BSNL Civil Division - Flower Bazaar, Ground Floor, CTX Building, Flower Bazaar TE Compound, Chennai- 600001** upto 15.00 hrs on 31.01.2024 and will be opened by him/her or his/her authorized representative in his/her office on the same day at 15.30 hrs. The online Technical bid shall be opened only for those renderers whose EMD/Cost of bid is found in order.

7.0 The description of the work is as follows: **Providing Water proofing works in Terrace of Chromepet Telephone Exchange building, Chennai**

8.0 **Submission of the Technical bid:-**

Technical bid shall be submitted in following manner:

8.1 "Earnest Money plus cost of tender shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

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

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

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

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

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

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

Any breach of these conditions by the Company or Firm or any other person, the tender /
 work will be cancelled and Earnest Money/Security Deposit will be forfeited at any stage,
 whenever it is so noticed. B.S.N.L will not pay any damages to the company or Firm or the
 concerned person. 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/State
 Government or PSU’s is allowed to work as a contractor for a period of one year after the
 date of 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 has 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 tender for the work shall remain open for acceptance for a period of **75 (Sixty) days** from
 the date of opening of the tenders. If any tenderer withdraws his tender before the said
 period or issue of letter of acceptance/ intent, whichever is earlier, or, makes any
 modifications in the terms and conditions of the tender which are not acceptable to the
 BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to
 forfeit 50% (Fifty percent) of the said earnest money as aforesaid.
- 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 tender document, within 15 days of issue of letter of award by the BSNL. In
 the event of failure on part of the successful tenderer to sign the agreement, the earnest
 money will be forfeited and the tender cancelled.
 In case of works of estimated to cost Rs. 15,00,000/- and above, the successful tenderer
 shall, upon issue of letter of acceptance of tender, shall be required to furnish
 performance guarantee @ 5% of the tendered value in the form of irrevocable Bank
 Guarantee of requisite amount to the Engineer-in-Charge in the 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 within fifteen 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 favour of the successful tenderer/contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come in to 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 document including additional conditions, specifications and drawings if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard BSNL W-8 amended upto correction slip No.3 as on website.
 - c) Agreement signed on non - judicial stamp paper as per Proforma annexed to BSNL W-8
- 19 Payment to the contractors shall be made through E-Payment system like ECS & EFT as detailed below:-
- a) In cities/ areas where ECS/EFT facility is provided by Banks, the tenderer must have account in such ECS/EFT facility providing Banks and the Bank a/c No. shall be quoted in the tender by the tenderer.
 - b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local branch i.e tenderer is having Bank account in the same place from where the payment is made by BSNL unit.
 - c) In case payment is made to outside branch i.e tenderer is having Bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
 - d) The payments to contractors will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 Lakhs.
- 20 First running account bill shall be paid only after
- a) signing of the agreement/contract by both the parties, and
 - b) Progress chart has been prepared as required under Clause-5 and approved by the competent authority.
- 21 If a contractor after participating e-tender does not submit the necessary document as per NIT in hard copy consecutively on three occasions, the contractor may be debarred for further participating in e-tender for a period of six months.
- 22.0 General condition of contract for works amended upto correction slip in BHARAT SANCHAR NIGAM LIMITED are available on web site

<http://rgmttc.bsnl.co.in/newciviltender/TenderGCRevisedWithCorrectionSlip6.pdf> as well as in the Divisional/Sub-Divisional office.

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



Connecting India

BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

STATE –Tamil Nadu	CIVIL ZONE -BSNL Civil Zone, CHTD, Chennai
ZONE- Chennai Telephones	DIVISION – BSNL Civil Division- Flower Bazaar , Chennai
	SUB-DIVISION - BSNL Civil Sub-Division Anna Road, Chennai

Item Rate Tender & Contract for Works

e-Tender for the work of [Structural repairs to damaged RCC members to Mambalam T.E. Building, Chennai](#)

T E N D E R

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

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

I/We agree to keep the tender open for **75** days from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/We withdraw my/our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the B.S.N.L., then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as afore said.

A sum of **Rs. 31,000/- (Rupees Thirty one Thousand 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.

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

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there-from to any person other than a person to whom I/We am/are 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 Chennai only".
(Where the NIT/Tender has been issued).

Dated.....

Witness:

Address:

(_____)

Signature of Contractor

Occupation:

Postal Address:-

.....

A C C E P T A N C E

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

Rs. _____ Rupees _____
_____)

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

(a)

(b)

For & on behalf of the Bharat Sanchar Nigam Limited.

SCHEDULE "F"

Reference to General Conditions of Contract

Name of Work	Structural repairs to damaged RCC members to Mambalam T.E. Building, Chennai .
---------------------	--

Estimated cost of Work	Rs.15,48,370 /- (Rupees Twelve Lakhs seventy four thousand seven hundred and five only)
-------------------------------	--

Earnest Money	Rs. 31,000/- (Rupees Twenty five Thousand five hundred only)
----------------------	---

Security deposit	Amount
10 % of the tendered value for works with estimated cost put to tender up to Rs. 15 Lakhs) (5 % of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. 15 Lakhs	Rs. _____ (Rupees _____ _____ only)
Performance Guarantee	Amount
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 Lakhs)	Rs. _____ (Rupees _____ _____ only)

GENERAL RULES AND DIRECTIONS

Officers inviting tender **Executive Engineer (Civil), BSNL Civil Division , FBR**

Definitions**See below**

2(i) Engineer-in charge

Executive Engineer (Civil)

2(ii) **Accepting Authority**

Superintending Engineer (Civil)

2(iii) Percentage on cost of materials
And labour to cover all overheads
and profit

10 %

2(iv) Standard Schedule of Rates

DSR 2021/ Local Market Rates

2(v) Standard BSNL Contract Form

BSNL W- 8 with upto date correction Slips

Clause 2 Authority for fixing compensation

Superintending Engineer (Civil)

under Clause 2

Clause 2 A Whether Clause 2 A shall be applicable **No**

Clause 3A Whether Clause 3 A shall be applicable **No**

Clause 5

- i) Time allowed for execution of work **3 (Three) months**
 ii) Authority to give fair and reasonable
 Final Extension of time work. : **Superintending Engineer (Civil)**
 Provisional : **Executive Engineer (Civil)**

Clause 6A **Whether clause 6 A is applicable** **Yes**

Clause 7 Gross value of work to be done **Rs.3.10 Lakhs**
 together with net payment /adjustment of
 advance for materials collected, if any
 since the last such payment for being eligible to
 to interim payment.

Clause 10 Reinforcement steel to be used in the work shall have to
 be procured as below

No.	Material	Approved Producer / Product
	CTD bars Manufactured by (Primary producers)	SAIL, RINL,TATA, Vizag steel,
	TMT bars Manufactured by (Primary producers)	SAIL, RINL,TATA, Vizag steel,

Clause 11 Specification to be followed for **CPWD Specification 2019 with**
 execution of work. **upto date correction slips**

Clause 12

12.1.2(iii) Schedule of rates for determining
 the rates for additional, altered or
 substituted items that cannot be **DSR-2021**
 determined under 12.1.2(i) and
 (ii).

12.1.2(iii) Plus/ minus the % over the rate -----
 entered in the schedule of rates.

12.2 & 12.3 Deviation limit for value of any item of any individual trade ----- **50%**

Clause 16 Competent authority for deciding **Superintending Engineer (Civil)**
 Reduced rates

Clause 36 (i) Minimum qualification and experience of Principal Technical

Representative for civil works with estimated cost put to tender

Sl No	Cost of work	Minimum qualification of Technical Representative	Discipline	Designation	Minimum experience (Years)	Nos.	Rate of recovery
1 a)	More than 15 lakhs to 1.50 Crore	Graduate Engineer or	Civil	Project / site Engineer	2	1	Rs.15,000/- per month
b)		Diploma Engineer	Civil	Project / site Engineer	5	1	Rs.15,000/- per month
Rate of recovery inc case of non compliance of Clause 36(i) be stipulated at above rates							

Clause 37(i)	
Extent of GST Tax payable by contractor for Building and Construction works	Goods and Service Tax at Prevailing rate of 18% of Value of work after duly availing the advantage of Input credit of GST on material shall be payable by the contractor. Any variation in the rate of GST after last date for submission of bid shall be payable to or recoverable from the contractor.
The following recoveries from the contractor shall be made from the payment certificate at the rate specified below	
i) Construction Workers Welfare Cess payable to state Government / Union Territory	1% of value of work
ii) Income Tax	At Applicable rate

Clause 42 (i) (a) Schedule / statement for determining theoretical Quantities of cement on the basis of

Delhi Schedule of Rates 2021 with upto date correction slip

Variation permissible on theoretical quantities

- | | |
|--|------------------|
| a) Cement for works with estimated costs put to tender | |
| i) not more than Rs. 5 lakhs | 3 % minus |
| ii) More than 5 Lakhs | 2% minus |
| b) Steel reinforcement and structural steel sections for each diameter, section and category | 2% minus |

Star prices to be considered for escalation & recoveries

SI No	Material	Unit	Star Price (in Rupees)
1	Cement(OPC) 43 Grade	Metric Ton	Rs. 5469/- (Rupees Five Thousand Four hundred Sixty Nine only)
2	Reinforcement Steel conforming to BIS 1786 (Fe 500 Grade)	Metric Ton	Rs.71,200/- (Rupees Seventy One thousand two hundred only)

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

SPECIAL CONDITIONS OF CONTRACT

1. The completed work may be inspected for approval by the "Acceptance Testing Unit of the Telecom Circle / Client". It shall be the responsibility of the contractor to offer the completed work for inspection and approval of the A/T in co-ordination with and as per the directions of the Engineer-in-charge and nothing extra shall be payable on this account. The agency shall be responsible for getting the clearance from the AT wing of the department at specific stages as may be fixed by the Engineer-in-charge. Necessary co-ordination with the AT wing will be arranged by the Engineer-in-charge or his authorized sub-ordinates. If the completed work is not found satisfactory as per the prescribed specifications, corrective measures ordered by the Engineer-in-charge shall be carried out immediately by the contractor without any additional expenditure liability to the BSNL
2. The contractor shall take instructions from the Engineer-in-Charge for stacking of materials in any place. No excavated earth or building materials shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.
3. The work should be got executed through authorized applicator of the specialist firm with a guarantee for 10 years of successful performance.
4. The structural drawings as required for the work shall be issued in stages taking into consideration the approved programme as well as the actual progress.
5. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying / burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies, conduits for electrical wiring / cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
The contractor 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.
6. **The rates quoted shall include all taxes, GST, CWWC, royalty, seigniorage charges that are applicable from time to time as per statutory rules of State / Central Government. The rate quoted will be exclusive of EPF. The EPF will be reimbursed to the extent of contractor contribution on the submission of proof of payment to the concerned authority.**
7. All cement bags and all other similar perishable items shall be stored by the contractor in a separate go-down which shall be exclusively constructed by the contractor for this purpose at his own cost as per general guidelines given in the "Typical Sketch for Cement Godown" under clause 3.2.1.4 of the Specifications. The dimensions given in the said sketch are only indicative and the contractor shall be bound to construct the storage godown of sufficient size so as to properly store the appropriate quantity of cement required for consumption for not less than ONE MONTH. Such go-down shall have weather proof roof and walls. The go-down shall be provided with a single door with arrangement for locking it simultaneously with two locks. The contractor shall be fully responsible for the safe custody of all the materials even if the materials are kept and stored under double lock system. The account of daily receipts and issues of the cement bags shall be maintained in the said register which shall be signed daily by the contractor or by his authorized agent in token of correctness of the entries.

- 8 The contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
- 9 The contractor shall be responsible for the watch and ward / guard of the work, 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 work is physically handed over to the department. No extra payment shall be made on this account.
- 10 The work is to be carried out in the client's premises, where free movement of contractor's vehicle and labour may be restricted. The contractor has to follow the security requirement of client for the campus area viz. entry passes for the labour and vehicle, security checks at entry / exit gates, restriction on movement of vehicles, restricted timings of working etc. BSNL however shall assist the contractor in obtaining such passes for movement of vehicle and labour. No claim whatsoever shall be entertained on account of delay in entry of vehicles and labour in the campus area including restrictions in working hours, if there is any.
- 11 The work in general should be carried out following the necessary guide lines/ norms of CPCB (Central Pollution Control Board) and rules of local administration /municipalities / Police authorities. No extra payment shall be made on this account.
- 12 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.
- 13 Fine/ Coarse Sand: Wherever the use of river sand is not specified in the relevant item of schedule of quantities, the locally available crushed stone sand shall be used in the work as approved by Engineer-In-Charge and shall conform to the relevant provisions in the CPWD Specifications.
- 14 Cement : The contractor shall procure 43 grade (Conforming to IS: 8112) Ordinary Portland Cement, as required in the work, from reputed manufactures of cement, having a production-capacity of one million tonnes per annum or more, such as A.C.C. L&T, Vikram, Shri Cement, Ambuja, Zuari, Coromandal, Ramco, Dalmia and Cement Corporation of India etc. as approved by Ministry of Industry, Government of India and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. Supply of cement shall be taken in 50 kg bags bearing manufacture's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of the relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.
- 15 Unless otherwise specified in the schedule of quantities the rates for all items of the work below ground level shall be considered as inclusive of cost of pumping out or bailing out of water if required. For which no extra payment will be made. This will include water encountered from any source, such as rains, floods, sub-soil water or due to any other cause whatsoever.

- 16 GST, Building and other construction workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect. *For payment of GST, please refer correction slip No. 5 of tender document. Payment of GST shall be governed by it. Nothing extra shall be paid on this account.*
- 17 The order or preference in case of any discrepancy as indicated in condition No.8.1 under "Conditions of Contract" given in the General Conditions of Contract for BSNL-2006 form may be read as the following:
- (i) Nomenclature of items as per schedule of quantities.
 - (ii) Particular specifications, special and additional conditions etc., as stipulated in tender document.
 - (iii) Contract clauses of Standard BSNL Contract form 2006 as corrected and modified up to last date of receipt of tenders.
 - (iv) CPWD Specifications.
 - (v) Architectural Drawings.
 - (vi) Indian Standard Specifications.
 - (vii) Sound Engineering Practice.
 - (viii) Manufacture Specifications.
 - (ix) Decision of Engineer-in-Charge shall be final and binding.

A references made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standard applicable to the work at site.

- 18 The Contractor shall be bound to follow the instructions and restrictions imposed by the client department Administration / Police authorities / local 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.
- 19 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.
- 20 All material shall only be brought at site as per programme finalized with the respective Engineer-In-Charge. Any pre-delivery of the material, not required for immediate consumption shall not be accepted and thus not paid for.
- 21 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.
- 22 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.

- 23 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.
- 24 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.
- 25 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.
- 26 No structural member shall be chased or cut without the written permission of the Engineer-in-Charge.
- 27 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
- 28 The contractor, his agents / representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 29 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.
- 30 The contractor shall provide at his own cost suitable weighing, surveying and leveling 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.
- 31 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.
- 32 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.
- 33 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.

- 34 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.
- 35 In case of surplus excavated earth available at site, if the department wants to dump whole or part of surplus earth at a place as directed by the Department, the contractor shall dump it at the place so directed and the carriage for lead beyond 50 metre shall be paid as per Clause 12 of the agreement, otherwise the contractor shall dispose it off with the permission of Engineer-in-charge at the places of his choice and no carriage shall be paid for such disposal.
- 36 Surplus excavated earth which is beyond the requirement of the B.S.N.L 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.
- 37 In accordance with requirements of the pollution control board :
 - a. The contractor shall ensure that, the vehicles for bringing construction material to the site shall be in good condition and should conform to applicable air and noise emission standards and should be operated only during non-peak hours / at such hours as are permitted by the local authorities. Nothing extra shall be payable on this account.
 - b. The contractor shall ensure that, ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Nothing extra shall be payable on this account.
 - c. The contractor shall ensure that, adequate measures to reduce air and noise pollution during construction have been adopted as per CPCB norms on noise limits. Nothing extra shall be payable on this account
 - d. The contractor shall ensure 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.
 - e. The contractor shall ensure, 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
36. 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.

37. 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.
38. No Payment shall be made to the contractor for any damage caused during the execution of work because of cause(s) not covered under Clause 43 of the Contract. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.
39. Some restrictions may be imposed by the security staff etc. on the working and/ or movement of labour, materials etc. and the contractor shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.
40. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable and nothing extra shall be payable on this account. The work shall be carried out without infringing on any of the local Municipal Bye-Laws.
41. The contractor shall give a performance test of the entire installations as per standard specifications before the work is finally accepted and nothing extra what so ever shall be payable to the contractor for the tests.
42. The contractor shall engage licensed plumber for sanitary, water supply, drainage work and also get all the materials and system (including the materials supplied if any, by the department) tested by the Municipal Authority, whenever required, at his own cost including testing fees, transport etc. according to Municipal by Laws. The contractor shall produce necessary certificate from the Municipal Authorities after completion of work. Nothing extra will be paid on this account. The Contractor shall execute the guarantee for removal of defects after completion in respect of water supply and sanitary installation.
43. The contractor will work in close liaison, during the works, with other contractors of water supply, sanitary, drainage arrangements, electrical installation and any other works and adjust his work plan accordingly.
44. Communication and commuting: In order to maintain instant and effective communication at all times, the contractor shall provide one set of communication system to the site so as to receive and pass on the instructions to and from the staff of department/ contractor irrespective their place and location. The rates quoted by the contractor shall be deemed to be inclusive of this cost. No additional payment shall be made to the contractor for providing these facilities.
45. Transportation and office Infrastructure:- In order to complete the work within the schedule time if the contractor shall be required to do the work in more than one shift and accepted by the department, the contractor will provide vehicular facilities to the BSNL site staff to reach the site and their residences at his own cost for their services required beyond the normal office hours. In case the contractor fails to provide the facilities, Engineer-in-charge shall be at liberty to make the arrangement themselves and deduct the respective cost from the contractor's bill.
46. **The intending bidders are advised to visit the site to acquaint themselves of the site conditions before quoting for the work**
47. All statutory deductions such as contribution to State Construction Workers Welfare Fund and deductions towards income tax and work contract tax etc at the prevailing rates will be recovered from the bills of the contractors and remitted directly to the concerned authorities.

48. None of the contractor's representatives/ workers will be permitted to stay in the working place beyond the normal working hours. In case where the work has to be carried out beyond normal working hours prior permission shall be obtained in writing from the competent authority.
49. All tools and plants required for the work will have to be arranged by the contractor and shall readily be available at the site of work.
50. The contractor shall carry out at free of cost any damage caused to any structure/ property of BSNL on account of the subject construction.
51. The intending bidders shall remain aware that this NIT and the conditions contained therein (except for the schedule of quantities) are very brief and indicative in nature as to the fuller terms and conditions including all corrections/ amendments / specific formats etc. of the "GENERAL CONDITIONS OF CONTRACT" as available with the Executive Engineer, which can be had for reference on request, and (or) as available in downloadable form at website <http://rgmttc.bsnl.co.in/newciviltender/TenderGCRevisedWithCorrectionSlip6.pdf> Should there be any difference between the Specific conditions mentioned above and conditions mentioned elsewhere in the General Conditions of Contract, the former shall prevail.
52. 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.
Non compliance of above provision will be treated as breach of contract and necessary action against the bidder will be taken.
53. **The claim bill of contractor must accompany.**
 - (i) The list showing the details of labourers / employees engaged.
 - (ii) Duration of their engagement.
 - (iii) The amount of wages paid to such labourers / employees for the duration in question.
 - (iv) Amount of EPF contributions (both employer's & employees' contribution), paid to the EPF Authorities.
 - (v) Copies of Authenticated documents paid to EPF Authorities.
 - (vi) A declaration from the bidder regarding compliance of the conditions of EPF Act 1952 must be submitted along with the bid.
 - (vii) Copy of latest GST return submitted

PROTECTION OF LIFE , PROPERTY AND EXISTING FACILITIES

1. The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works, and for keeping the construction site in reasonable safe condition. The contractor shall protect all life and property from damage of losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public
2. Copy of Insurance policy for workers, from any of the Nationalized Insurance companies, covering all the workers and Supervisory staff employed/ to be employed, during the course of execution, is to be submitted before commencement of work.
3. In this connections, the attention of the contractors are drawn to the safety measures and precautions including code of conduct while safety carrying out the work and also detailed Engineering Instructions enumerated in this tender document.
4. Necessary safety belts, helmets, harnesses and other necessary safety equipments are to be adequately provided to all the labourers.
5. The contractor shall be solely liable for all expenses for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and over ground structures or other properties and undertake to indemnify and keep indemnified the BSNL from and against all actions, cause of actions, damages, claims and demands whatsoever either in law or in equity and all losses and damages and costs (inclusive between attorney and clients), charges and expenses in connection therewith and / or incidental thereto.
6. The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal or property damages resulting there from.

Executive Engineer (Civil)

CONDITIONS FOR CEMENT AND STEEL

1.0. CONDITIONS FOR CEMENT

1.1 Issue of Cement

Cement shall be kept under double lock system in godown at site, fixed with single door. Key of one lock shall remain with the representative of the Engineer -in-charge at the site of work and the other with the contractor or his authorized agent. Day to Day receipt and issue of account of cement shall be maintained by the junior incharge in the cement register (As per format given below) and signed by the contractor or his authorized representative. However the responsibility of safe custody of material shall rest with the contractor.

CEMENT REGISTER

Date of receipt	Particulars of Receipt			Particulars of Issues				Daily balance in hand	Contractor's initials	JE's initials	Remark SDE/AEE/EE's at periodical check
	Quantity received indent no. & date	Progressive total	Date of issue	Qty. issued	Item of work for which issued	Qty. returned at the end of the day	Total issued				
1	2	3	4	5	6	7	8	9	10	11	

- 1.2. The size of the cement godown indicated in the contract form is only for guidance. The actual size of the godown shall be constructed by the contractor at his own cost, as per the requirements of work.
- 1.3. The contractor shall maintain safe custody of materials brought to the site. The contractor shall also employ necessary watch and ward establishment for the work and other purposes as required at his own cost.
- 1.4. For Cement and Steel and other materials, as prescribed, the quantities brought at site shall be entered in the respective material at site accounts and shall be treated as issued for maintenance of daily consumption.
- 1.5. The procurement of Cement and Reinforcement Steel, and, their issue and consumption shall be governed as per conditions laid down hereunder.
- 1.6. The contractor shall procure 43 grade (conforming to IS : 8112) Ordinary Portland Cement, as required in the work, from reputed manufactures of cement, having a production-capacity of one million tonnes per annum or more, such as ACC, L&T, Vikram, Dalmia, Ultratech, Shree Cement, and cement Corporation of India, as approved by Ministry of Industry, Government of India and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-charge. Supply of cement shall be taken in 50kg. bags bearing manufactures name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicates that the cement arranged by contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so.
- 1.7. The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-charge.

1.8. The cement godown of the capacity to store about 2000 bags of cement or as decided by the Engineer-in-Charge shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall facilitate the inspection of cement godown by the Engineer-in-charge at any time.

1.9. The contractor shall supply free of charge the cement required for testing.

1.10. The cost of tests shall be borne by the contractor/deptt. in the manner indicated below:-

- i) By the contractor, if the results show that the cement does not conform to the relevant BIS codes.
- i) By the Department, if the results show that the cement conforms to the relevant BIS code.

1.0 CONDITIONS FOR STEEL

1.1 The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from **Primary producers** as approved by the Ministry of Steel.

1.2 The steel reinforcement shall be brought to the site in quantity of lots as approved by the Engineer-in-charge.

1.3 The steel reinforcement shall be stored by the contractor at site of the work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes, diameters and lengths shall be stores separately to facilitate easy counting and checking.

2.4 For steel procured from main producers, for checking nominal mass, tensile strength, bend test, etc. specimen of sufficient length shall be cut from each diameter of the bar at random at frequency not less than that specified below.

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

2.5. The contractor shall supply free of charge the steel bars required for testing. The cost of tests shall be borne by the contractor/department in the manner indicated below:-

- i) By contractor, if the results show that the steel does not conform to relevant BIS codes.
- ii) By the Department, if the results show that the steel conforms to relevant BIS codes.

2.6. Coefficient of weight i.e. the weight per unit length of the steel procured by the contractor shall be ascertained at site before using it and certified by the Engineer-in-Charge. In case weight per unit length is beyond the rolling margin as laid down in the BIS: 1786, the steel will be rejected and shall be removed from the site of work within; a weeks' time from written order from the Engineer-in-Charge to do so. In case weight per unit length is more than the standard coefficient of weight for the diameter, but is within the rolling margin, then the payment shall be made as per the standard weight per unit length, and, where the weight per unit length is lesser than the standard coefficient of weight for the diameter, but is within the rolling margin, the payment shall be restricted with respect to the actual weight per unit length of the diameter.

2.7. The standard sectional weights referred to in standard table under para 5.3.3., page 75 of the revised CPWD Specifications 2009 or Cement Mortar, Cement Concrete and RCC works, are to be considered

for conversion of length of various sizes of Steel Reinforcement bars into weight and are reproduced below for ready reference.

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

2.8. The actual issue and consumption of steel and Cement on the work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.

2.9. Steel and Cement brought to site and remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.

2.10. Cement used in Ready Mix Concrete shall be evaluated based on the certification by the in-charge of the RMC Plant in accordance with design approved by the Engineer-in-Charge.

Executive Engineer(C)
BSNL Civil Division, Flower Bazaar
Chennai

SCHEDULE – D**ADDITIONAL CONDITIONS****(i) GOODS and SERVICE TAX**

The quoted rate shall be inclusive of GST.

(ii) CONSTRUCTION WORKERS WELFARE CESS

Cess under building and other construction worker's welfare cess "Act 1996" and building and other construction workers Cess rules notwithstanding anything contained in this contract, cess at the rate stipulated under Clause 3(1) of the Building and other construction worker's welfare Cess Act 1996, shall be recovered from the gross amount of the bill / bills payable under this contract.

(iii) OTHER CONDITIONS

- i) Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc., for laying/burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc., as may be required for other agencies, conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
- ii) All safety precautions are to be taken by the agency for the working labour and inspecting officers by taking appropriate actions. (Insurance, safety helmets, safety belts, glues etc.)
- iii) The contractor shall take instructions from Engineer-in-Charge for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.
- iv) Nothing extra will be paid to the contractor for storing the excavated earth beyond 50 meter lead and bringing back excavated earth to the site for refilling under plinth and in raising the formation level as per the architectural drawing and disposing the surplus available excavated earth. The agency has to make own arrangement for storage and conveyance of the excavated earth. Neither anything extra shall be paid for the disposal of surplus excavated earth beyond 50 m lead nor will anything extra be charged from the agency for giving him possession of the surplus earth. Agency will be at his liberty to take away the surplus earth and dispose it as per his own requirement and convenience.
- v) Nothing extra will be paid separately on account of labour charges and wastages of materials for making any projections or depressions in ACP cladding as required as per architectural drawing.
- vi) Nothing extra will be paid for storing the construction materials like Steel, Cement, Coarse aggregate, fine aggregate etc at any location other than the site of work if required.
- vii) Nothing extra will be paid for providing safety barricade all around the compound construction upto appropriate height with synthetic / jute material to arrest the dust, loose materials and debris falling from the construction site to safeguard the trespassers from injury. The decision of Engineer-in-charge in the matter will be final and binding.

- viii) The Contractor shall provide necessary barricading all around the structure with GI Sheet to arrest all the loose materials spreading during construction to safeguard the trespassers from any injury.
- ix) No hindrance will be given on account of rains during the agreement period, as the work is to start during the period of monsoon.
- x) All materials that are tested for use in the work shall be procured well in advance so that enough time is available for testing and approval of these materials by the Engineer-in-Charge.

(iv) MATERIAL MAKES

The tenderer has to provide items specified as under for corresponding item of work and no other equivalent item shall generally be accepted. However, the Engineer-in-Charge reserves right to accept any other equivalent item for the work on satisfaction that the stipulated item is not available in the local market or for any other reason.

PROFORMA FOR AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF _____ DATED _____
Between M/s. _____ (refer note) in the town of _____ herein
after 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 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) 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 of 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 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 BSNL's Press Notice Inviting Tender, General conditions of Contract, Special Conditions of Contract, Schedule of Quantities and Rates, General obligations, Specifications, Drawing, 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 here to 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 at page _____)
 (Contractor) for the construction _____ at _____ and conveyed vide letter
 No. _____ dated _____ at the rates stated in the Schedule of quantities for the
 work and accepted by 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 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 therefrom 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, BSNL does hereby agree with the contractor that BSNL will pay to contractor the respective amounts for the work actually done by him and approved by BSNL at the Schedule of Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.
3. **“The contract is subject to the jurisdiction of court at Chennai only”** (Where the NIT/ Tender has been issued)

It is specifically and distinctly understood and agreed between BSNL and the contractor that the contractor shall have no right, title or interest in the site made available by 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 BSNL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

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

Signed and delivered for and on behalf
of BSNL

Signature and delivered for & on
behalf of the contractor

(BHARAT SANCHAR NIGAM LIMITED)
OFFICIAL ADDRESS

(Contractor)

Date
Place

Date
Place

IN PRESENCE OF TWO WITNESS

SIGNATURE
NAME

SIGNATURE
NAME

SIGNATURE
NAME

SIGNATURE
NAME

For Proprietary Concern

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

For Partnership Concern

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

- i) Shri s/o , and
- ii) Shri s/o

For Companies

M/s a company duly incorporated under the Indian Companies Act, 1956 and having its registered office at..... in the State of (hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include its successors and assignees).

FORM OF PERFORMANCE SECURITY
BANK GUARANTEE BOND

1. In consideration of the BHARAT SANCHAR NIGAM LIMITED (hereinafter called "The BSNL") having agreed under the terms and conditions of the 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 "the Bank") hereby undertake to pay to the BSNL an amount not exceeding Rs..... (Rupeesonly) 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 claims satisfied or discharged or till Engineer-in-charge on behalf of the BSNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

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

6. 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 up to _____ 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)

ANNEXURE –(i)

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 up to 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.

Correction Slip 1 to 6 will be part of NIT and will be applicable.

**APPLICATION FOR APPOINTMENT OF ARBITRATOR
(To be submitted in Duplicate)**

To
The Chief Engineer,
.....
.....

01. Name of the applicant :
02. Whether applicant is individual
Proprietary/Firm/Partnership/Ltd. Co./
PVT/Co. or Co-op. Soc.
03. Full Address of the applicant :
04. Name of the work and contract :
number, in which arbitration is sought and date of contract.
05. Name of the division which :
entered into contract
06. Contract amount :
07. Date of start of work :
08. Stipulated date of completion of work :
09. Actual date of completion of work :
10. Notified claims :
 - a. Total No. of Notified claims :
 - b. Total amount claimed :
 - c. Details of notified claims :

Sl.No.	Brief description of claim	Amount of claim	Date of notification to the Engineer-in-charge	Date of termination of conciliation proceedings	Remarks

10. Details of Final Bill (if any)
 - a) Date of payment
 - b) Amount paid
 - c) Gross amount of work done
11. Specimen signature of the Applicant :
(Only the person/authority who signed the contract should sign.)
12. I/We certify that the information give above is correct to the best of my/our Knowledge.

13. I/We enclose the following documents :
- i. Statement of claims with amount of claims* :

(Signature of the Applicant)

Copy to :

- 1. The Executive Engineer.
.....
- 2. The Superintending Engineer.
.....

(* Only "Notified Claims" after termination of the conciliation proceedings are referable to the Arbitration)

NAME OF WORK: Structural repairs to damaged RCC members to Mambalam T.E. Building, Chennai

Schedule of quantities

S No.	Description of item	Quantity	Rate	Unit	Amount
1	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to Four storey height made with 40mm dia. M.S. tube 1.5 m centre to centre horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc. wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer in Charge .The elevational area of the scaffolding shall be measured for payment purpose .The scaffolding shall be removed only after the completion of structural repair and its allied civil works. The payment will be made once irrespective of duration of scaffolding.	3145.00	Sqm	One Square Metre	
2	Chipping of unsound / weak concrete material from slabs, beams, columns etc. with manual chisel and/ or by standard power driven percussion type or of approved make including tapering of all edges, making square shoulders of cavities including cleaning the exposed concrete surface and reinforcement with wire brushes etc. and disposal of debris for all lead and lifts all complete as per direction of Engineer-In-Charge.				
a	25mm average thickness	142.00	Sqm	One Square Metre	
3	Cleaning of reinforcement from rust from the reinforcing bars to give it a total rust free steel surface by using alkaline chemical rust remover of approved make with paint brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per direction of Engineer-In-Charge				
a	Bars upto 12 mm diameter	800.00	metre	One Metre	

4	Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect.			
a)	SBR Polymer (@10% of cement weight) modified cementitious bond coat @ 2.2 kg cement per sqm of surface area mixed with specified proportion of approved polymer.	142.00	Sqm	One Square Metre
5	Providing, mixing and applying SBR polymer (of approved make) modified Cement mortar in proportion of 1:4 (1 cement: 4 graded coarse sand with polymer minimum 2% by wt. of cement used) as per specifications and directions of Engineer-in-charge.			
a)	12 mm average thickness	54.00	Sqm	One Square Metre
b)	25 mm average thickness in 2 layers.	31.00	Sqm	One Square Metre
6	Providing, mixing and applying SBR polymer (of approved make @ minimum 2% by wt. of cement used) modified plain / reinforced cement concrete for structural members having minimum characteristic compressive strength [with ordinary portland cement, coarse sand and graded stone aggregate of 10mm maximum size in proportion as per design criteria] with specified average thickness.			
a)	50mm thick in Grade M 25 with cement content not less than 330 kg per cum	58.00	Sqm	One Square Metre
7	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all loads including all lifts involved.	20.00	cum	One Cubic Metre
8	Finishing walls with Acrylic Smooth exterior paint of required shade :			
a)	Old work (One or more coat applied @ 0.90 ltr/10 sqm)	4285.00	sqm	One Square Metre
9	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade			
a)	One or more coats on old work	120.00	sqm	One Square metre

10	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.			
a)	In Cement mortar	4.00	Cum	One Square metre
11	Dismantling of AC Sheet roofing carefully without damaging the adjoining structure carefully including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.	1.00	Job	One Square metre
12	Closing of shrinkage cracks over the walls as per the following procedures 1)Develop the cracks to 450mm wide and 6mm deep V grooves. Clean the grooves using wire brush and sprinkle water. Mix 3-4 parts of Cera poly crack filler with one part of water to obtain a consistent paste. Apply with a suitable putty blade over the cracked surface up to a depth of 3mm thick. 2)Insert the steel reinforcement of 10mm dia of length 300mm across the cracked area at the interval of 300mm. 3) Providing GI plaster Mesh of approved quality for the entire chipped surface. 4)Applying 12mm thick Cement plaster 1:4 (1 Cement :4 coarse M sand) mixed with ceralatex SBR over the surface.	171.00	Metre	One running metre
13	Trimming of tree branches at all heights including cutting the branches of girth upto 30 cm measured and removal/disposal away within the campus upto a lead of 50 metres as directed by the E-in-C.	15.00	nos	Each
14	Credit for taking the tree branches in cutted in a single tree	15.00	nos	Each
			Total	_____

Contractor

Executive Engineer (C)