

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

**TENDER DOCUMENT**

Name of work: "Restoration of damaged compound wall and miscellaneous urgent repair works at RTSD compound at Satyanagar, Bhubaneswar damaged by severe cyclone FANI (2<sup>nd</sup> Call)."

**NIT No. 13/2019-20/BCD/SDE-III/BBSR**

**Estimated Cost: Rs 12,87,994.00**(Rupees Twelve lakh Eighty Seven Thousand Nine Hundred Ninety Four only)

**EMD: Rs 25,760.00**(Rupees Twenty Five thousand Seven hundred Sixty) only

**Completion period: 3 (Three) months**

**Certified that this N.I.T. contains\_47 (Forty Seven) Pages Only**

**O/o CHIEF ENGINEER (CIVIL)  
BSNL ODISHA CIVIL ZONE  
BHUBANESWAR**

# DNIT

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Name of the work:- "Restoration of damaged compound wall and miscellaneous urgent repair works at RTSD compound at Satyanagar, Bhubaneswar damaged by severe cyclone FANI (2<sup>nd</sup> Call)."

## **NIT No. 13/2019-20/BCD/SDE-III/BBSR**

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## **INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING**

The Executive Engineer (Civil), BSNL Civil Division, Bhubaneswar invites item rate e-tenders on behalf of BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible contractors of BSNL (Civil Wing) and non-BSNL registered contractors of appropriate class of Public Works Organizations like CPWD, DOP, MES, Railways and State PWD (R&B) of Odisha to participate in tender for the following work:

<u>S. No.</u>	<u>Description</u>	<u>Details</u>
i)	NIT No.	<b>NIT No. 13/2019-20/BCD/SDE-III/BBSR</b>
ii)	Name of Work:	"Restoration of damaged compound wall and miscellaneous urgent repair works at RTSD compound at Satyanagar, Bhubaneswar damaged by severe cyclone FANI (2 <sup>nd</sup> Call)."
iii)	Estimated Cost	Rs12,87,994.00(Rupees Twelve lakh Eighty Seven Thousand Nine Hundred Ninety Four only)
iv)	Earnest Money	. Rs 25,760.00( <b>Rupees Twenty Five thousand Seven hundred Sixty</b> )only
v)	Period of Completion	<b>03(Three) Months.</b>
vi)	Last date and time of online submission of tender	<b>18.00 hours on 09.072019</b>
vii)	Time and date of online opening of Documents	<b>11.30 hours on 10.07.2019</b>
viii)	Time and date of opening of Online Financial Bids	<b>15.30 hours on 10.07.2019</b>
ix)	Period during which hard copies of EMD, Registration Certificates, Undertaking and other Documents to be submitted to Division office by only the lowest tenderer.	To be submitted during office hours within a week from the date of opening of Financial Bid. In case the last day happens to be closed holidays, these Documents shall be submitted on the next working day

1. The intending bidder must read the terms and conditions of Tender document carefully. He should submit his bid if he considers himself eligible and he is in possession of all the certificates / documents required.
2. Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
3. The bid document consisting of NIT, plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <http://www.tenderwizard.com/BSNL> or [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) free of cost.
4. For e-tendering of this tender, BSNL has engaged e-portal maintained by M/s ITI Limited, New Delhi. Intending bidders shall have to register with M/s ITI Limited, New Delhi to participate in the tendering process. For details kindly visit website <http://www.tenderwizard.com/BSNL> or contact Shri SANJIB MOHAPATRA (Mobile No. 9937488749 or 7377708585). If needed they can be imparted training on online bidding process as per details available on the website.
5. The intending bidders must have valid class-III digital signature to submit the bid.

6. The bid can be submitted only after depositing e-tender Processing Fee in favour of ITI Limited and uploading the mandatory scanned documents as specified within the period of bid submission. **E-tender processing fee is non-refundable.**
7. Copies of eligibility documents and EMD as specified in the notice inviting tender shall be scanned and uploaded on the e-tendering website within the period of tender submission. Bidders can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
8. Bidders must ensure to quote rate of each item. The column meant for quoting rate in figures appears in dark yellow colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). 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 bid as notified.
9. After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
10. Financial bids shall be opened online only for bidders for whom EMD and other documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
11. If the contractor is found ineligible after opening of bids, his bid shall become invalid.
12. If any discrepancy is noticed between the eligibility documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder, the bid shall become invalid and.
13. The lowest bidder shall have to submit original instrument for EMD and self-certified copies of all the scanned and uploaded documents within ONE WEEK in the office of tender opening authority.

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

- a) Certificate of registration / enlistment order;
- b) EMD in the form of Treasury Challan/ Demand Draft/ Pay order or Banker`s Cheque/ Deposit at Call Receipt/ FDR of any Scheduled Bank in favour of **“Accounts Officer (Cash), O/o GMTD, Bhubaneswar”**. When amount of earnest money is more than Rs. 5 lakhs, part of earnest money is acceptable in the form of bank guarantee also.
- c) GST registration.
- d) Certificates of Work Experience (for non BSNL registered contractors) from an officer not below the rank of Executive Engineer;
- e) Copies of **Form “A” and partnership deed in case of partnership firm / memorandum of articles of association and power of attorney / authorization to the person who signs the tender in case of companies.**
- f) An undertaking that **"In case I/we become the lowest bidder, Original instrument for EMD and self certified copies of other eligibility documents shall be deposited by me/us with the Executive Engineer calling the tender within ONE WEEK of the opening of financial bid otherwise BSNL shall reject the bid and also take action to withdraw my/our enlistment/debar me/us from tendering in BSNL."**

**DECLARATIONS TO BE GIVEN BY THE TENDERERS**

**It is to certify that**

- a) I /We have gone through BSNL W-8 amended up to correction Slip No.6 as available on website [www.tenderwizard.com/BSNL/](http://www.tenderwizard.com/BSNL/) / [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or in the office of Executive Engineer (C) and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

**Date: -**

**Signature of the Tenderer**

- b) In case I/we become the lowest bidder, Original instrument for EMD and self certified copies of other eligibility documents shall be deposited by me/us with the Executive Engineer calling the tender within ONE WEEK of the opening of financial bid otherwise BSNL shall reject the bid and also take action to withdraw my/our enlistment/debar me/us from tendering in BSNL.

**Date: -**

**Signature of the Tenderer**

- c) "I, .....S/o Shri ..... resident of ..... hereby certify that none of my relative(s) as defined in para 14 of BSNL W-6 is/are employed in BSNL Civil Zone, Odisha. 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".

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

**Date: -**

**Signature of the Tenderer**

1. Other partners    2. Sri \_\_\_\_\_ S/o Sri \_\_\_\_\_    Signature:  
3. Sri \_\_\_\_\_ S/o Sri \_\_\_\_\_    Signature:  
4. Sri \_\_\_\_\_ S/o Sri \_\_\_\_\_    Signature:

**BHARAT SANCHAR NIGAM LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)**

**NOTICE INVITING e-TENDER**

Item rate e-tenders are invited on behalf of BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible contractors of BSNL (Civil Wing) and Non-BSNL contractors of appropriate class registered with Public Works Organizations like CPWD, Odisha State PWD (B&R) DOP/ MES/ Railways to participate in tender for the work of **“Restoration of damaged compound wall and miscellaneous urgent repair works at RTSD compound at Satyanagar, Bhubaneswar damaged by severe cyclone FANI (2<sup>nd</sup> Call).”**. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1.1 The work is estimated to cost **Rs 12,87,994/- (Rupees Twelve lakh Eighty Seven Thousand Nine Hundred Ninety Four only)**
- 1.2 Bidders will be eligible to bid for the work provided they submit proof of their valid enlistment with appropriate authority and required work experience in case of Non-BSNL registered contractors.
  - 1.2.1 Criteria of experience for submission of bid document for Non-BSNL registered contractors of Public Works Organizations like CPWD, Odisha State PWD (B&R)/ DOP/ MES/ Railways are also eligible to participate in tender
    - 1.2.1.1 For works up to Rs. 7 lakhs: ----NIL----
    - 1.2.1.2 For works above Rs 7 lakhs and up to Rs. 5 Crore and for all specialized works irrespective of its cost, the applicant should have completed works as per details below during the last seven (7) years ending last day of the month previous to the one in which the tenders are invited-
      - a) Three similar completed works each costing not less than the amount equal to **40% of estimated cost**  
or
      - b) Two similar completed works each costing not less than the amount equal to **50% of estimated cost**  
or
      - c) One similar completed works costing not less than the amount equal to **80% of estimated cost.**

For the purpose of this clause ‘Similar work’ means **‘Repairs / Maintenance works/Building works/compound wall works.**

Above works should have been carried out in Central/State Government/ Central or State Public Sector Undertakings.

The experience certificate shall clearly indicate the nature of the work and the satisfactory completion of the similar work along with value of work done and date of completion and shall be issued by an officer not below the rank of Executive Engineer.

The value of executed works shall be brought to current costing level by enhancing the actual value of executed work at simple rate of 7% per annum; calculated from the date

of completion to last date of receipt of applications for tenders and shall be rounded off to the nearest hundred rupees.

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. BSNL W-7/8 amended up to correction slip no. 6, which is available on BSNL website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) and also as a BSNL publication **in the office of the Executive Engineer (Civil) BSNL Civil Division Bhubaneswar**. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **03 (Three) months** and shall be reckoned from **7<sup>th</sup> day** after the date of issue of work order or from the **1st day** of the handing over of the site whichever is later, in accordance with phasing, if any, indicated in the tender document.
- 3.1 The site for the work shall be made available in parts/ in phases and accordingly shall be handed over.
4. The bid document consisting of NIT, plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <http://www.tenderwizard.com/BSNL> and the NIT & General Conditions of Contract can be seen from BSNL website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in).
5. For e-tendering of this tender, BSNL has engaged e-portal maintained by M/s ITI Limited, New Delhi. Intending bidders shall have to register with M/s ITI Limited, New Delhi to participate in the tendering process. For details kindly visit website <http://www.tenderwizard.com/BSNL> or contact Shri SANJIB MOHAPATRA (Mobile No. 9937488749 or 7377708585). If needed they can be imparted training on online bidding process as per details available on the website.
- 5.1 The intending bidders must have valid class-III digital signature to submit the bid.
6. **E-Tender Processing Fee (Non-refundable):** e-Tender Processing Fee amounting to **Rs. 760/-** is to be paid online to the account of M/s ITI Limited through their e-gateway by credit/debit card, internet banking or RGTS/NEFT facility. **E-Tender processing fee cannot be paid in physical form i.e. through Demand draft/ Treasury Challan/ Pay Order or Banker's Cheque etc. E-Tender processing fee is non-refundable.**
7. Earnest Money of **Rs. 25,760.00 (Rupees Twenty Five thousand Seven hundred Sixty) only** in the form of Treasury Challan/ Demand Draft/ Pay order or Banker's Cheque/ Deposit at Call Receipt/ Fixed Deposit Receipt issued in favour of '**Accounts Officer(Cash), O/o. GMTD, Bhubaneswar**' payable at Bhubaneswar shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

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, Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids will also be acceptable.

The intending bidder has to fill the details of payment instrument for EMD such as banker's name, amount, number and date etc. in the drop down menu of the e-tendering portal. The EMD has to be scanned and uploaded to the e-Tendering website by the intending bidders within the period of bid submission.

The lowest bidder shall submit the original instrument of EMD within ONE WEEK after opening of financial bid failing which the bid shall be rejected and the agency shall be debarred from tendering in BSNL and BSNL may also take action to withdraw the enlistment of such bidder.

8. The bid can be submitted only after depositing e-tender Processing Fee in favour of M/s ITI Limited and uploading the mandatory scanned documents as specified within the period of bid submission.

**Following documents are required to be scanned and uploaded by the intending bidder within the period of bid submission:**

- a) Certificate of registration / enlistment order;
- b) Payment instrument for Earnest Money (EMD);
- c) GST registration
- d) Certificates of Work Experience (for non BSNL registered contractors) from an officer not below the rank of Executive Engineer;
- e) Copies of **Form "A" and partnership deed in case of partnership firm / memorandum of articles of association and power of attorney or authorization to the person who signs the tender in case of companies etc.**, If the bidder is a firm in partnership/ company,
- f) An undertaking that **"In case I/we become the lowest bidder, The original instrument of EMD and self certified copies of other eligibility documents shall be deposited by me/us with the Executive Engineer calling the tender within ONE WEEK of the opening of financial bid otherwise BSNL shall reject the bid and also take action to withdraw my/our enlistment/debar me/us from tendering in BSNL."**

**Tenderers are requested not to upload any other certificates or documents. Also only the required experience certificates are to be uploaded.**

- 8.1 Bidders must ensure to quote rate of each item. The column meant for quoting rate in figures appears in dark yellow color and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). 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 bid as notified.

After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

9. (i) Last date and time of online submission of bids – Up to **18.00 hours on 09.07.2019**  
(ii) Time and date of online opening of documents – **11.30 hours on 10.07.2019**
- 9.1 Financial bids shall be opened online only for bidders for whom EMD and other documents are found in order and who are found to be eligible to bid for work.

Financial bids of eligible bidders shall be opened at **15.30 hours on 10.07.2019**

On financial bid opening date, eligible bidders can login and see the bid opening process. After opening of bids they will receive the competitor bid sheets.

- 9.2 **The lowest bidder shall have to submit self-certified copies of all the scanned and uploaded documents as specified in notice inviting tender along with original instrument of EMD within ONE WEEK in the office of tender opening authority.**
- 9.3 The bid submitted shall become invalid if:
- (i) The bidder is found ineligible.
  - (ii) The bidder does not upload all the documents / GST registration) as stipulated in the bid document **including the undertaking about submission of original instrument of EMD uploaded.**
  - (iii) **The lowest bidder does not deposit original instrument for EMD within a week of opening of bid.**
  - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and self-certified copies as submitted **physically by the lowest bidder** in the office of bid opening authority.
- 9.4 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 liable to be debarred from tendering in BSNL for three years including any other action under the contract or existing law. This will be without prejudice to any action that may be taken against the contractor for the work awarded to him on the basis of questioned credentials.
10. The description of the work is as follows:
1. Dismantling damaged compound wall and removal of rubbish.
  2. R.C.C Columns with isolated footings, plinth beams and filler with brick work.
  3. Barbed wire fencing.
  4. Finishing work of the compound wall.
- 10.1 Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids 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 bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.
- The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder 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 Government and local conditions and other factors having a bearing on the execution of the work.
11. The competent authority on behalf of BHARAT SANCHAR NIGAM LIMITED does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

13. The competent authority on behalf of BHARAT SANCHAR NIGAM LIMITED reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
14. The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative(s) (directly recruited or on deputation in BSNL) is/ are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:
- (i) Member of Hindu Undivided family (HUF).
  - (ii) They are Husband and Wife.
  - (iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother- in-law).

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

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

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

The certificate in case of Proprietorship Firm shall be given by the proprietor; for Partnership Firm certificate shall be given by all partners and in case of Limited Company by all Directors of the company. However, Government of India/Financial Institutions nominees and independent 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/ Performance guarantee will be forfeited at any stage, whenever it is so noticed. BSNL will not pay any damages to the company or Firm or the concerned person but damages arising on account of such cancellation to be borne by the contractor. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned BSNL Civil Zone. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors or BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.

15. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.

16. The tender for the work shall remain open for acceptance for a period of 45 (FORTYFIVE) 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.
17. In case of works having estimated cost put to tender below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled.

In case of works with estimated cost put to tender Rs.15, 00,000/- and above, the successful tenderer, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of tender by BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, including extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor, and tender will be 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 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 bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - b) Standard BSNL W-7/8 as on BSNL website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in)
  - c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
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 that Bank A/c No shall be quoted in the tender by the tenderer
  - (b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
  - (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
  - (d) The payments to contractors will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.

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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.
  - (c) After obtaining labour licence, EPF registration, and ESIC registration whatever of the three applicable for this contract or to the contractor.
21. General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on BSNL website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) as well as in the Division Office.
22. If any terms and conditions under General Rules and Directions, (which can be seen in general conditions of contract available in BSNL website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) is in contravention to terms and conditions as above, the terms and conditions as above shall prevail.

Signature and Name of

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

**BHARAT SANCHAR NIGAM LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)**

STATE: ODISHA

CIRCLE: BHUBANESWAR

ZONE: ODISHA

DIVISION: BHUBANESWAR

SUB-DIVISION: No. III **BBSR****Percentage Rate Tender / Item Rate Tender & Contract for Works****E-Tender for the work of Restoration of damaged compound wall and miscellaneous urgent repair works at RTSD compound at Satyanagar, Bhubaneswar damaged by severe cyclone FANI (2<sup>nd</sup> Call)."**

- (i) To be submitted by **18.00 hours on 09.07.2019**
- (ii) To be opened in presence of tenderer who may be present at **11.30 hours on 10.07.2019** in office of Executive Engineer (Civil) and financial bid shall be opened at **15.30 Hrs on 10.07.2019**

**T E N D E R**

I/ We have read and examined notice inviting tender, schedule, A, B, C, D, E & F. specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and Rules referred to in the Conditions of Contract and all other contents in the tender document for the work.

I/ We hereby tender for the execution of the work specified for the Bharat Sanchar Nigam Limited within the time specified in schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 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 45 (forty five) days from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/we withdraw my/our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

A sum of Rs. **25,760.00 (Rupees Twenty Five thousand Seven hundred Sixty) 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

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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 where the ECS/EFT facility of e-payment is available and details of same shall be intimated after issue of letter of acceptance.

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

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

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

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

Dated.....

Witness:

Address:

Occupation:

( )

Signature of Contractor

Postal Address: -

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## A C C E P T A N C E

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

Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ )

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

(a) \_\_\_\_\_

(b) \_\_\_\_\_

For & on behalf of the Bharat Sanchar Nigam Limited.

Signature \_\_\_\_\_

Dated.....

Name and designation

**PROFORMA OF SCHEDULES**

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

**SCHEDULE "A"**

Schedule of Quantities - ENCLOSED

**SCHEDULE "B"**

Schedule of Materials to be issued to the contractor

S. No.	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
NIL				

**SCHEDULE "C"**

Tools and Plants to be hired to the contractor

S. No.	Description of Item	Hire charges per day	Place of issue
1	2	3	4
DELETED			

**SCHEDULE "D"**

Additional Conditions and specifications - Enclosed

**SCHEDULE "E"**

Schedule of component of Materials, Labour etc. for escalation

**No escalation on material and labour is payable for this work. Clause 10C for escalation of material and labour is not applicable but clause 10CA shall remain applicable.**

**CLAUSE 10**

Component of Materials expressed as a percent of Total Value of Work	"X"	<b>75 %</b>
Component of Labour expressed as percent of Total Value of Work	"Y"	<b>25 %</b>
Component of POL expressed as percent of Total Value of Work	"Z"	<b>0 %</b>

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## SCHEDULE "F"

(Reference to General Conditions of Contract)

Name of Work	<b>"Restoration of damaged compound wall and miscellaneous urgent repair works at RTSD compound at Satyanagar, Bhubaneswar damaged by severe cyclone FANI (2<sup>nd</sup> Call)."</b>	
Estimated cost of Work	<b>Rs 12,87,994.00(Rupees Twelve lakh Eighty Seven Thousand Nine Hundred Ninety Four only)</b>	
Earnest Money	<b>Rs. 25,760.00 (Rupees Twenty Five thousand Seven hundred Sixty)only</b>	
<b>Performance Guarantee</b> (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) (The amount shall be deposited within 15 days from the date of issue of letter of acceptance by the EE©, which can also be extended to a specified period as per the discretion of the NIT approving authority)	Rs. _____	Rupees _____ only
<b>Security Deposit</b> (10 % of the tendered value for works with estimated cost put to tender up to Rs. 15Lakhs) (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

<b>Officer inviting tender</b>	Executive Engineer (Civil), BSNL Civil Division, Bhubaneswar.	
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3	<b>50%</b>	
<b>Definitions</b>	<b>See below</b>	
2(v)	Engineer-in charge	Executive Engineer (Civil), BSNL Civil Division-I Bhubaneswar
2(viii)	Accepting Authority	Superintending Engineer(C)/Chief Engineer(C), BSNL Civil Odisha Zone, Bhubaneswar
2(x)	Percentage on cost of materials and Labour to cover all overheads and profit.	10 %
2(xi)	Standard Schedule of Rates	Central Public Works Department Schedule of rates - 2016 for Delhi with up to date correction slips with rates factored by 110/115
9(ii)	Standard BSNL Contract Form	BSNL W 7/8 form as modified and up to and

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	including correction slip No.6
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<b>Clause 2</b>	
Authority for fixing compensation under Clause 2	Superintending Engineer(C)/Chief Engineer(C), BSNL Civil Odisha Zone, Bhubaneswar
<b>Clause 2 A</b>	
Whether Clause 2A shall be applicable	NO
<b>Clause 3 A</b>	
Whether Clause 3A shall be applicable	NO
<b>Clause 5</b>	
i) Time allowed for execution of work	<b>03(Three) Months</b>
ii) Authority to give fair and reasonable extension of time for completion of work	Superintending Engineer(C)/ Chief Engineer(C), BSNL Civil Odisha Zone, Bhubaneswar
<b>Clause 6 A</b>	
Whether Clause 6A shall be applicable	NO
<b>Clause 7</b>	
Gross value of work to be done together with net payment/ adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment	<u>Tendered amount</u> 2x completion period
<b>Clause 10</b>	
Reinforcement steel to be used in the work shall have to be procured as below	TMT bars Manufactured by any of the primary producers such as SAIL, TISCO, RINL (VIZAG) JSW, JINDAL panther
<b>Clause 10 C</b>	Not applicable
<b>Clause 10 CA</b>	Not applicable
<b>Clause 11</b>	
Specification to be followed for execution of work	CPWD Specifications Volume I & II 2009 with up to date correction slips as on the date of opening of the tender
<b>Clause 12</b>	
12.2 & 12.3 Limit for value of any item	50 %( Fifty percent)
<b>Clause 16</b>	
Competent authority for deciding reduced rates	Superintending Engineer(C), BSNL Civil Odisha Zone, Bhubaneswar

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## Clause 36(i)

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

Value of Work	Sl. No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience in years	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
							figures	words
For Agreement amount upto Rs 150 lakhs	1	Graduate Engineer OR Diploma Engineer	Civil	Principal Technical representative	2 years for Graduate Engineer OR 5 years for Diploma Engineer	1	Rs 15,000/-	Rs Fifteen Thousand only
For Agreement amount between Rs 150 lakhs to Rs 500 lakhs	1	Graduate Engineer	Civil	Principal Technical representative	5 years for Graduate Engineer	1	Rs 25,000/-	Rs Twenty Five Thousand only
	2	Graduate Engineer OR Diploma Engineer	Civil	Technical representative	2 years for Graduate Engineer OR 5 years for Diploma Engineer	1	Rs 15,000/-	Rs Fifteen Thousand only

## Clause 37(i)

Extent of <b>GST</b> payable by <b>Contractor</b> for Building and Construction works	<b>GST 18% Applicable ,Any Increase/decrease in the rate of GST while making payments of bills will be adjusted accordingly</b>
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## Clause 42 (i)

(i) Schedule / statement for determining theoretical quantities of cement	On the basis of Delhi Schedule of Rates 2016 with up to date correction slips published by CPWD
<b>(ii) Variation permissible on theoretical quantities</b>	
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 and recoveries

Sl. No	Material	Star Price (Rate in Figures and Words)
1	For Cement	Rs 6400.00 (Rupees Six Thousand
2	For Reinforcement Steel conforming to BIS 1786 - TMT bars	Rs 57300.00 (Rupees Fifty Seven Thousand Three Hundred) only

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

## SCHEDULE 'D'

## DNIT

### LIST OF PREFERRED MAKES FOR VARIOUS ITEMS OF WORK

The tenderer has to provide items specified as under or equivalent with the approval the Engineer-in-Charge for corresponding item of work.

MATERIAL	PREFERRED MAKE
Water Proofing Compound	Fosroc, Pidilite, Impermo, Sika, Accoproof, CICO
Admixtures in concrete	Fosroc, Sika, Pidilite, Roff
Grouting compound	Latticrete, Balandura, Fosroc
Epoxy grouts	Saint Gobin, Latticrete, Balandura, FOSROC
Non Metallic hardener compound	Fosroc, STP, Pidilite, CICO, FERROUS
Expoxy, Grouting Mortar	MBT, SIKA, STP, ENDURA, Dubond, Kerakoll, Don
CRCA frames	TATA, SAIL
Dash/Anchoring Fasteners	HILTI/Fischer, BOSCH
Nuts/Bolts & Screws	GKW/Atul
Flush door shutters	Kitply, Sitapur, Anandwood, Century, Greenply, Archid, Mayur
Hardware fittings	DORMA, EARL BIHAR, HETTICH, LAXMI, DOORSET, OZONE, EVERITE
Locks and Handles	Dorset, Godrej, Europa, Ozone, Everite, HETTICH, DORMA
Drawer multilock	KEYMAN/Earl Behari
Cylindrical lock	SECUR, DORSET, GODREJ
Mortice latch & lock	Godrej, Sheel
MS Tubes	Jindal, Tata, SAIL
Stainless steel sections	Jindal, Salem
Glue	Fevicol, Vamicol, Pidilite, Dunlop
CP fittings & accessories	Parko, Kingston, Esso, Plumber, Crab tree, Jaguar, ROCA

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Screws	Nettlefold/,GKW Ltd
Hydraulic door closer	Hardwyn, Dormia, Ozone, Yale, Everite,Godrej, Doorset
Welding Electrodes	Advani, ESAB India
Fire check wood doors	Godrej, Global, Radient, Navair
Tinted film	Garware, Meditech, 3M
Privacy film	3M
PVC door shutter	Rajshri,Sintex,Duroplast
UPVC windows (with 10 yrs manufacters warranty)	Fenesta, Kommerlink, Veka, Reheau, Duroplast
Clear Glass/Reflective Glass	Saint Gobain, Modiguard, Asahi, Modifloat, Indor Asia
Patch fittings	DORMA,GEZE,OZONE
Silicon sealant	DOW Corning, GE, FERROUS
Laminated wooden flooring	KRONO, PERRO, HARO, BERRY, ARMSTRONG
PVC sheet flooring/Antistatic	LG, Armstong, Jindal, Wonderfloor
Paver block	Aeon,Hicon,Shan Fly Ash,Malu,Prathi,STAR Sai,Nitco,Gico,Ultra,EUROCON,UNISTONE
Ceramic tiles	,Kajaria,NITCO,Somany,Orient Bell, Oasis
Vitrified tiles/Polished Porcelain	,Kajaria,NITCO,EURO,Somany,Naveen
PVC Pipes and Fittings	Astral, Supreme, Finolex, Prince, Skipper, Ashirwad,Truebore
UPVC Pipes/fittings	Finolex, Supreme, Astral, SFMC
Insulation above false ceiling	Armaflex,Superior,Eurobatex
Square perforated metal false ceiling	Conwed,Unimet,TRAC
Acoustical felt treatment	Soundtex
Exposed grid false ceiling	ARMSTRONG,NITTOBO,AMF,CELOTEX

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Gypsum Board accessories	India Gypsum Ltd.
Calcium silicate Board false ceiling	Aerolite, Hylux, Armstrong, India Gypsum, Daikin, Decosmic
PVC water tank	Sintex(with ISI mark embosing only)
Mineral fibre false ceiling	Armstrong, AMF, USG, Saint Gobin
Blinds	Vista, Mac, Armstrong, Hunter Douglas
Furniture hardware	Unique, HATTICH, EBCO, Earl Behari
Aluminium sections	Hindalco, Jindal, Indal
Aluminium fittings	Everite, OXFORD, Argent, NLCO, Allans
Floor springs	Dorma, Ozone, Hardwyn, Yale, Everite, Godrej
Pre-laminated or plain particle board	Ecoboard, Asish, Novapan, Merino, Green, Century, Archid, Nepal Board
Aluminium composite panel (ACP)	Aludecor, Alponic, Alcobond, Alcopanel, Durabuilt, Alstrong
Polyvinyl Butyl film	Dupont, Trossifoil, Trussof
Workstation and Modular furniture	Godrej, BPERGO, WIPRO, Herman, Durain, Miller, Featherlite
Plywood/Block Board	National, Green Ply, Kitply, CENTURY, ALISHAN
Prelaminated MDF Board	Merino, ASIS, Century
HDF laminated boards	Armstrong, BVG, EGO floors, Square foot, Action Tera
Plain MDF Board	NUWOOD, Asis, Century
LAMINATES	Greenlam, Formica, Decolam, Merinolam, Century
Precast chequered cement concrete tiles	NITCO, Ultra, Aeons, Hicon, Gico, Unistone, Star
Access flooring system (false floor)	Uitile, Donn
Perforated panels (false floor)	Uitile, Donn
Rodent repellent	MASER

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Writing boards	Alkon,Whitemark,Writemark
Writing boards	Alkon,Whitemark,Writemark
Artificial leather	National leather Cloth Mfg Co., Bhor
Fabric Protection	Scotchguard of Birla 3M
Foam of chairs, Sofa	MM Foam, U FOAM
Fire retardant fabric	Trevira CS fabrics(Rajasthan Spinning & Weaving Mills Ltd.)
Ply Veneers	Green, Century
Polyrethan Sealant	Fosroc, Fesrons, Pidilite, MBT
Polythelene Board	Supreme, RV plast, Uriplast
Enamel Paints	Johnson & Nicholson,Asian,Royal touch ,Berger,ICI,Nerolac
Acrylic Distemper/Plastic Emulsion Paints	Asian Paints, ICI, Berger
Steel Primer	ICI, Asian Paints, Berger, Shalimar
Exterior paints	Snowcem India, Asian, ICI
Epoxy paint	Nerolac/Asian
Fire retardant paint	Firetard
Wood preservative	Bison by British paints, Woodguard,Termiseal
White cement	Birla White,JK White
Polyurethane Paint	MRF, ASIAN, Dulux, Bayev
Melamine Polish	Asian, Berger, ICI
Wax Polish	Reckitt & Colman
PVC gratings	Prince,Prayag.
SW Pipes/Gully Traps	Perfect, Burn, Anand, RK, Hind, SKF, Crystal
CI Covers and frames	SKF, NECO, RIF, BC, NEER, BIC, KK, HEPCO, KAJACO
SFRC Manhole covers	KK,SK.,ADVENT

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Stainless Steel Sink(Out of Steel only)	Steel salem	Diamond, Nirali, Neekanth, Jayana, Prestige
Vitreous Sanitary ware/Porcealin	China	Parryware, Cera, Hindware, Nycer
Plastic seat cover of W.C.(ISI mark only)		Commander, Hindware, Admiral
CPVC pipes and fittings		Ashrivad,Flowguard, Astral, Fusion
G. I. Pipes		Jindal (Hissar), Tata, Zenith, I.T.C., GST
G. I. Fittings		Unik, Zenith, HB
Gun metal valves		Leader, ZOLOTO,DRP
Float Valve		Viking, Prayag, Watertech
PPR Pipes and fittings		SFMC, Fusion, Supereme, Aashriwad
Gun Metal valves		Rolto, Leader, Sant, Caste
Water meters		Aquamet, Capstan, Kranti, Prima
CI valves		Zolto, Kirloskar, SANT, Kartar, Castle

**Note :**

1. In case of External /AMC works, the list of approve makes may be modified as per client's requirement.
2. The accessories such as CT / PT / measuring instrument / relays provided by approved make in respect of Transformer / HT Panel / DG / AC Package Units as supplied by approved manufacturer along with the equipments are also acceptable in addition.
3. Any additional makes may be approved by concerned PCEs/ Sr CEs/ CEs(Elect) for the work under his jurisdiction as already accorded vide letter no. 3-2-5/EW/VEP-1/2007 dated 05-07-2007.

## **ADDITIONAL CONDITIONS AND SPECIFICATIONS**

1. The intending tenderers shall note that the work is of urgent nature and is to be positively completed within the stipulated period. Therefore, only those Contractors who are confident and capable of carrying out the work within the stipulated period should apply for the work.
2. The contractor should submit a tentative programme of working within seven days of the date of commencement of work for approval to Engineer-in-Charge. The contractor will have to work as per programme approved by the department. No claim whatsoever will be entertained on this account.
3. The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings etc. (F.P.S units wherever indicated are for guidance only).
4. Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights lifts and leads and depths of the building and nothing extra shall be payable to him on this account.
5. Whenever any reference to any Indian Standard Specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof if any, up to the date of receipt of tenders.
6. The contractor shall give a performance test of installations as per specifications before the work is finally accepted and nothing extra whatsoever shall be payable to contractor on this account.
7. The work shall be carried out in a manner complying in all respects with the requirements of relevant byelaws of the Municipal Committee / Municipal Corporation / Development Authority / Improvement Trust under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account.
8. Other agencies doing work of electrification, external services, other building work, horticulture work etc. for this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying / burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the electric and sanitary works etc. and nothing extra over the agreement rates shall be paid for the same.
9. Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out 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 being high due to any other cause whatsoever.
10. It is likely that work is executed in restricted areas and some restrictions may be imposed by the security staff etc., on the working and / or movement of labour, materials etc., the contractor shall be bound to follow all such restrictions / instructions and nothing extra shall be payable on this account.
11. Wherever the work site is in non-BSNL premises, the contractor shall take extra precautions for avoiding damages to the building/ premises. The Engineer-in-charge shall be indemnified against any claims on account of damages to the building/ premises of the landlord and contractor shall be legally responsible for compensating the landlord as may be assessed by the Engineer-in-charge.
12. Any cement slurry added over base surface (or) for continuation of concreting, for better bond is added to have been in built in the item (unless otherwise / explicitly stated) and

nothing extra shall be payable (or) extra cement considered with consumption on this account.

13. The rate for all items in which the use of cement is involved is inclusive of charges for curing.
14. The contractor shall give a performance test of the entire installation (s) as per standard specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
15. Cement bags shall be stored in separate go downs to be constructed by contractor at his own cost as per sketch at page 23 of CPWD specifications 2009 Vol. II with weather proof roofs and walls.
16. The foundation trenches shall be kept free from water while all the works below ground level are in progress.
17. The contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of the work.
18. The rate for all items of work, shall, unless clearly specified otherwise include cost of all labour, material and other incidentals involved in the execution of the items.
19. Normally no departmental materials shall be issued to the contractor for the work. However the Engineer-in-charge may, at his discretion, issue some materials to the contractor for the work. The materials so issued shall be got insured against loss/damages etc. The contractor shall also ensure that only the required quantities of the departmental materials are used for the work. In the event of excess consumption beyond the required quantities, the Engineer-in-charge shall have the right to make recovery at market rates for which certificate of Engineer-in-charge shall be final and binding.
20. All materials which are to be tested for use in 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.
21. The contractor shall also construct a sample unit complete in all respects within three months from the date of award of work and this sample unit shall be got approved by the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account.
22. The contractor shall take instructions from the Engineer-in-charge regarding collection and stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound walls are to be constructed.
23. Royalty / seigniorage at the prevalent rates shall have to be paid by the contractor on the boulders, metal, shingle, sand and bajri etc. or any other material where royalty / seigniorage is payable collected by him for the execution of the work direct to the revenue / mines authority of the State Government concerned and nothing extra whatsoever shall be payable to contractor on this account.
24. The contractor shall make his own arrangements for obtaining electric / water connections, if required, and make necessary payments directly to the Department concerned.
25. The contractor shall take all precautions to avoid all accidents by exhibiting necessary day and night caution boards, speed limit board, red flag, red lights and by providing barriers. He shall be responsible for all damages and accidents caused due to

negligence in this regard. No hindrance shall be caused to Traffic during the execution of work.

26. The contractor shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased delivery is contemplated the provisions mentioned above will apply to each phase.
27. No compensation/payment shall be payable to the contractor for any damage caused by rains, snow fall, lightning, wind, storm, floods tornadoes, earthquakes or other natural calamities during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained.
28. All materials obtained by the contractor shall be got checked from Engineer-in-charge or his representative on receipt of the same at site before they are actually used.
29. The contractor shall clear the site thoroughly of all scaffoldings, materials and rubbish etc. left out of his work and dress the site around the building to the satisfaction of the Engineer-in-charge before the work is considered as complete.
30. If as per municipal rules the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.
31. The centering and shuttering required for RCC work will be brought to site by the contractor well in advance so that the progress of the upper floors is not hampered due to non- availability of the same. Nothing extra shall be paid for this.
32. The contractor must see the proposed site for the work and study specifications and conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions or ignorance of specifications and conditions.
33. The tenderer should see the approaches and conditions of the site. If any approach from main road is required at the site or existing approach is to be improved and maintained for cartage and materials by the contractors, the same shall be provided, improved and maintained by the contractor at his own cost.
34. Cess under Building and other Construction Worker's Welfare Cess Act 1996 and other construction workers cess rules (Not withstanding anything contained in this contract) shall be recovered from the gross amount of the bill/bills at the rate stipulated under Clause 3(1) of the Building and other Construction Worker's Welfare Cess Act 1996.
35. The contractor shall bear all incidental charges for cartage of material required for work and construct suitable go downs, yards at the site of work for storing all the materials so as to be safe against damage by sun, rain, dampness fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his own cost.
36. In the item of RCC walls, railing and roofs etc., nothing extra shall be paid for making designs as per patterns given by Architects or for thickness of sections.
37. The rates for railing are inclusive of all the labour and the materials including execution as given in the description of the item, portion of the railings which is embedded in the masonry or RCC shall not be included for measurements.
38. Apart from OPC-43 grade cement as specified in General Conditions of Contract, OPC-53 grade conforming to IS: 12269 or PSC - Portland Slag Cement conforming to IS: 455-1989 or PPC conforming to IS: 1489(Part-1) may also be used in the work. However, while using Portland Pozzolana cement (fly ash blended) conforming to IS: 1489(Part-1), the certificate from PPC manufacturer indicating the percentage of fly ash shall be submitted to the Engineer-in-charge before using the cement in the work

In case of OPC-53 grade cement, it shall be ensured that the curing of the concrete work starts just after 4 hours of casting of concrete.

39. The compaction of the concrete shall be done by vibrating, table or external vibrator, as approved by Engineer-in-charge. The rate quoted for the item shall include the element of both for form work and mechanical vibration.
40. The water will be tested with regard to its suitability for use in RCC work and nothing extra will be paid for on this account.
41. The rate of item of reinforcement in RCC work includes all operations including straightening, cutting, bending, binding with annealed steel wire and placing in position at all the floors with all leads and lifts complete.
42. The rate of items of flooring is inclusive of providing sunk flooring in bath rooms, Kitchen etc., and nothing extra on this account is admissible.
43. The rate of T/ angle iron frame shall include the following:-
  44. a) M.S. sill / tie of 16 mm dia. bar shall be welded to T-iron door frames to keep the frame vertical in correct position. The sill / tie shall be embedded in floor concrete. No tie is necessary for window frames. In the case of window frame 2 lugs 15 X 3 mm long shall be welded to each vertical member of the frame.
  45. b) Each T-iron frame for doors shall have 4 nos. M.S. lugs 15 X3 mm, 10 cms long welded to each vertical member of the frame. In case of window frames, two lugs 15 X 3 mm shall be welded to each vertical member of the frame.
  46. c) M.S flat 8 X 25 mm, 100 mm, long having threaded holes ( No. of flats shall correspond to the No. of butt hinges to be fixed to door / window shutter) shall be welded at appropriate places at the back of the T-iron frames for fixing the required butt hinges to the frame with machine screws. M.S flats 8 X 25 mm, 50 mm long with threaded holes, shall be welded to the back of the T- sections to receive the butt hinges for the cleats.
47. The M.S flat clamps 15 X 6 mm thick for holding arrangements are to be provided and added as per site conditions. The rate is inclusive of the cost of such cramps.
48. The sill tie, lugs, curtain brackets and flats welded for fixing hinges and cleats shall not be measured for the purpose of payment.
49. All welding steel work shall be tested for quality of weld as laid down in IS:822 – 1970 before actual erection. Wherever welding appears it shall mean continuous fillet welding.
50. Sanitary fittings, paints, and other materials shall be obtained from one of the firms on the list of approved manufacturers of C.P.W.D. and shall bear I.S.I mark. The materials shall be tested as per provision in relevant I.S codes. The contractor's rates for items involving the use of the above materials shall be deemed to cover the cost of samples.
51. The contractor shall be responsible for the protection of the sanitary and water supply fittings and other fittings and fixtures against pilferage and breakage during the period of installation and thereafter until the building is handed over.
52. Water tanks, taps, pipes, fittings and accessories should conform to the CPWD specifications 2009 Vol. I to Vol. II with up to date correction slips, byelaws and specifications of the Municipal bodies Corporations etc. The contractor should engage licensed plumbers for the work and get the material (fixtures fittings) tested by the municipal bodies / corporation authorities wherever required, at his own cost. The work shall be carried out according to the municipal byelaws.

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53. The work of water supply, internal sanitary installations and drainage work etc., shall be carried out as per local Municipal Corporation or such local body byelaws and the contractor shall produce necessary completion certificate from such authorities after completion of the work.
54. 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.
55. The sanitary water supply and drainage pipes and fittings and other materials shall be of approved quality shall conform to the relevant C.P.W.D. specifications 2009 Vol. I to Vol. II with up to date correction slips and shall be I.S.I marked. The work shall be carried out without infringing on any of local Municipal byelaws.
56. The contractor shall procure steel reinforcement bars confirming to relevant BIS codes from main producers as approved by the Ministry of Steel.

CONTRACTOR

EXECUTIVE ENGINEER(C)

## **ADDITIONAL CONDITIONS (GENERAL)**

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

### **1.0 CEMENT**

- 1.1 The contractor shall procure Portland Pozzalona Cement (conforming to IS:1489-Part 1) as required in the work, from reputed manufacturers of cement having a production capacity of one million tonnes or more per annum such as ACC, Ultratech, ZUARI, Birla and Cement Corporation of India, Gujarat Ambuja etc., as approved by the Ministry of Industry , Government of India and holding license to use ISI certification mark for their product. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially. Supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples from cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.
- 1.2 The cement shall be brought at site in bulk supply of approximately 10 tonnes or as decided by the Engineer-in-Charge.
- 1.3 The cement godown of the capacity to store a minimum of 200 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of cement godown. The keys of one lock shall remain with Engineer-in-Charge or his authorized representative and keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge or his authorized representatives.
- 1.4 The cement shall be got tested by the Engineer-in-Charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The frequency and details of the tests shall be decided by the Engineer- in-Charge depending on the quantum of supply in each batch. The cost of tests shall be borne by the contractor / Department in the manner indicated below:
  - (a) By contractor, if results show that the cement does not conform to the

relevant BIS codes.

- (b) By Department, if results show that the cement conforms to relevant BIS codes.
- 1.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by the conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at rate so prescribed shall be made. In case of excess consumption no adjustment shall be made.
- 1.6 Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.
- 1.7 Damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the contractor.
- 1.8 The cement bags shall be stacked on proper floors consisting of two layers of dry bricks laid on well consolidated earth at a level of at least one foot above ground. The stacks shall be in rows of 2 and 10 bags high with minimum of 0.6m clear. Bags should be placed horizontally continuous in each line. Actual size / shape of go down shall be as per site requirement and nothing extra shall be paid on this account. The decision of Engineer-in-charge regarding capacity shall be final.
- 1.9 Cement register for the cement shall be maintained at site. The account of daily receipts and issues of cement shall be maintained in the register in the proforma prescribed and signed daily by contractor or his authorized agent.
- 1.10 A Certificate from the manufacturer indicating the percentage of Fly ash in each batch of cement shall be obtained and submitted to the Engineer-in-charge for his approval when PPC is proposed to be used in work. PPC shall be permitted only after prior approval of Engineer-in-charge.

## **2.0 STEEL**

- 2.1 The contractor shall procure TMT bars of Fe 500D or 550D grade from SAIL, TISCO or RINL or JSPL or JSW Steel . The TMT bars procured shall conform to manufacturer's specifications. The specifications of TMT bars procured shall meet the provisions of IS 1786: 2008 pertaining to Fe 500D / 550D grade of steel.
- 2.2 The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.
- 2.3 Samples shall also be taken and got tested by the Engineer-in-charge as per the

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provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para 2.1 above, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week's time of written orders from the Engineer-in-charge to do so.

- 2.4 The steel reinforcement bars shall be brought to the site in bulk supply as decided by the Engineer-in-Charge.
- 2.5 The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- 2.6 For checking nominal mass, tensile strength, bend test, re-bend test, etc., specimen of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:-

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

- 2.7 The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor / Department in the manner indicated below:
- a) By the contractor, if the results show that the steel does not conform to relevant BIS codes.
  - b) By the Department, if the results show that the steel conforms to relevant BIS codes.
- 2.8 The actual issue and consumption of steel on work shall be regulated and proper accounts shall be maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations, recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment needs to be made.
- 2.9 The steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.
- 2.10 The contractor shall furnish to BSNL all the purchase invoices for cement and Steel for every consignment.

### **3.0 INSPECTION OF SITE**

The Contractors are advised to inspect and examine the site and its surroundings and satisfy themselves with the nature of site, the means of access to the site, the constraints of space for stacking material / machinery, labour etc. constraints put by local regulations, if any, weather conditions at site, general ground / subsoil conditions etc. or any other circumstances which may affect or influence their tenders. The site is available for work. The contractor shall, immediately on issue of letter of acceptance of tender, make arrangements for starting the work.

**4.0** The Contractor shall, if required by him, before submission of the tender, inspect the drawings in the Office of the Engineer-in-Charge. The Department shall not bear any responsibility for the lack of knowledge and also the consequences, thereof to the Contractor. The information and data shown in the drawings and mentioned in the tender documents have been furnished, in good faith, for general information and guidance only. The Engineer-in-Charge, in no case, shall be held responsible for the accuracy thereof and / or interpretations or conclusions drawn there from by the Contractor and all consequences shall be borne by the Contractor. No claim, whatsoever, shall be entertained from the Contractor, if the data or information furnished in tender document is different or in-correct otherwise, or actual working drawings are at variance with the drawings available for inspection or attached to the tender documents. It is presumed that the Contractor shall satisfy himself for all possible contingencies, incidental charges, wastages, bottlenecks etc. likely during execution of work and acts of coordination, which may be required between different agencies. Nothing extra shall be payable on this account.

**5.0** The nomenclature of the items given in the schedule of quantities gives in general the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and / or described in the specifications, provided that the same can be reasonably inferred there from.

**6.0** Before tendering for the work, the contractor shall visit the site and assess the manner in which he is able to arrange the facilities required for work. The contractor will not be permitted to erect labour huts in CPRI site. He shall make his own arrangements for stores, field office etc. Material go-down, site office etc required for the work and constructed by him should be dismantled and removed from the site soon after completion of work. The Engineer-in-Charge shall in no way be responsible for any delay on this account and no claim, whatsoever, on this account shall be entertained. Nothing extra shall be payable on this account.

**7.0** All ancillary and incidental facilities required for execution of work like, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure

for plants and machineries, water storage tanks, telephone, etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, barricading, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary ( for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities unless otherwise specified. Nothing extra shall be payable on this account.

## **8.0 SUBMISSIONS AFTER AWARD OF WORK**

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

- a. List of Equipments proposed to be deployed for this work is to be mandatorily provided and deployed by the contractor.
- b. Site organization chart with Bio-data of Site Engineer and Key Personnel proposed to be deployed at site.
- c. The details of shuttering material proposed to be used to complete the entire R.C.C/ structural steel work commensurate with overall stipulated period for completion of work.
- d. The contractor shall prepare and submit a tentative integrated Bar Chart (for Civil and E & M services) clearly indicating the various activities, in a manner to complete the entire work covered under this tender within the stipulated period and as per milestones.

**9.0** The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by any statutory bodies shall be adhered to, by the contractor, during the execution of work. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. The water charges (for municipal water connection as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water connection for the drinking purposes from the municipal authorities or any other statutory body, the consequent sewerage charges shall be borne by the contractor. He shall protect and indemnify BSNL and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts.

**10.0** Royalty at the prevalent rates shall be paid by the Contractor or the RMC supplier as per the terms of supply between them on all materials such as boulders, metals, sand and bajri etc. collected by him for the execution of the work, directly to the revenue authority of the state government concerned. Nothing extra shall be payable on this account.

**11.0** The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify BSNL from any and all damages and claims that may arise on any account. The

contractor shall indemnify BSNL against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify BSNL in all respects from such actions, costs and expenses. Nothing extra shall be payable on this account.

## **12.0 SIGN BOARDS**

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

## **13.0 FACILITIES FOR SITE OFFICE**

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

## **14.0 SPECIALIZED AGENCIES:**

14.1 The tenderer shall submit list of Specialized Agencies for the specified items of the Civil work for executing the work and furnish the name of Specialized Agencies for each of the various works.

14.2 The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material or engaging any specialized agencies. The Contractor shall make a detailed submittal with catalogues and highlighted proposed specifications. A list of works executed by the specialized agency, is to be furnished to the Engineer-in-charge, for seeking prior approval. The specialized agency should have successfully completed at least one work of similar nature.

14.3 Save in exceptional circumstances, the main contractor shall not change the specialized agency. However, if the change is warranted, he may do so with the approval of Engineer-in-Charge. This shall however be without

any change in the accepted rates of the contract agreement and without any cost implications to the Department.

## **15.0 PROTECTIVE / SAFETY MEASURES**

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

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

**17.0** Use of Personal protective Equipment and safety devices relevant to site activities shall be arranged by the contractor or as directed by Engineer-in-Charge and the cost on this account shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts

The stacking of materials on the access points should be avoided so as to facilitate the movement of the workmen. Proper illumination in the access area will be also ensured. Suitable platforms are to be provided before allowing any workmen to work at height. The openings are to be strictly avoided in the working platforms to avoid fall of person & materials from Heights. All scaffolds must be satisfying specified standards and it should be checked before erection of the same at site. Throwing the scaffold materials from height is to be avoided.

Safety nets shall be used to arrest the falling of the construction material and debris. The size of the safety net shall be as per site requirement. Any opening, hole or gap on floors, grating or walking / working surface, where person, tools or materials can be subject to potential fall, shall be appropriately covered and / or guarded. Covers when applied shall be of substantial strength. Where scaffold planks are used as cover, they must be properly held together to act as one cover assembly. Guard rails shall be made of solid materials (i.e. scaffold tubing) and shall be capable to sustain load without failure.

Multilevel working at same places (i.e. work within shafts, floor edges) one above the other shall not be permitted. Proper protection with safety nets & PPE shall be provided prior to allowing some critical multilevel working. The erection jobs shall be performed only under the supervision of competent personnel. The transport of construction material/ debris to/from work site

shall be done during lean hours of the day and necessary supervision shall be ensured to prevent any untoward instances. The area of erection shall be cordoned off and Danger signage's shall be displayed. Nothing extra shall be paid for the above and the cost on this account shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. The work shall be so planned so as to provide temporary approach for vehicular movement to the occupants of the building at all times. If required, a diversion shall be provided for access to the building.

## **18.0 DISPLAY PERMISSIONS**

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

## **19.0 REMOVAL OF CONSTRUCTION DEBRIS ETC. FROM SITE**

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

## **20.0 TOOLS AND PLANTS**

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

## **21.0 COORDINATION WITH OTHER AGENCIES**

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

## **22.0 FACILITIES BY THE CONTRACTOR TO THE OTHER CONTRACTORS / AGENCIES**

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

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

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

## **24.0 PREVENTION OF NUISANCE AND POLLUTION**

The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipment for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall

be carted away by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get first hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

## **25.0 SCAFFOLDING**

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

**26.0** The Contractor shall maintain all the work in good condition till the completion of entire work. The Contractor shall be responsible for and shall make good, all damages and repairs, rendered necessary due to fire, rain, traffic, floods or any other causes. The Engineer-in-Charge shall not be responsible for any claims for injuries to person/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or of any other of his representatives, in his employment during the execution of the work. The compensation, if any, shall be paid directly to the Department / authority / persons concerned, by the Contractor at his own cost.

**27.0** For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

**28.0** In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.

**29.0** The Contractor shall make all necessary arrangements for protecting from rains, the work already executed and for carrying out the further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account.

## **30.0 SECURITY & TRAFFIC ARRANGEMENTS**

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

## **31.0 STORAGE OF MATERIAL AT SITE**

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

## **32.0 NO WAIVING OF LEGAL RIGHTS AND POWERS**

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

## **33.0 FINAL TESTING OF THE INSTALLATION**

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

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

## CONDITIONS FOR OTHER TAXES AND ROYALTIES

1. **The rates offered should be inclusive of GST liable to be paid by contractors (either directly payable by them or through BSNL). GST rate is mentioned under clause 37(i) in the schedule F. Any increase in the rate of GST while making payment of bills will be compensated to the contractor. Any decrease in the rate of GST while making payment of bills will be recovered from the bills of contractor. Contribution towards EPF, ESIC and all other taxes as applicable. Insurance, loading, unloading, transportation etc should be included on the quoted rates. The rate shall be firm & final.**
2. **Income Tax and surcharges** over Income Tax etc. at the rates fixed by the Ministry of Finance. Government of India shall be deducted from all the running and final bills of the contractor. Should there be any increase in rate of Income Tax and surcharge during execution of the contract, the same shall be payable by the contractor
3. **Cost for the welfare of construction workers shall also be deducted from the bills of the contractors.**
4. **Royalty** shall have to be paid by the contractor on all materials such as stone, bricks, boulders, metal, shingle, bajri, stone aggregate, coarse sand and fine sand etc. or any other materials used for the execution of the work direct to the Revenue Authority of the District/ State Govt. concerned.

<b>SCHEDULE OF QUANTITIES</b>					
<b>Name of the work : "Restoration of damage compound wall and miscellaneous urgent repair works at RTSD compound at Satyanagar, Bhubaneswar damaged by severe cyclone FANI (2<sup>nd</sup> Call)."</b>					
I.No.	Description of Item	Quantity	Unit	Rate (Rs)	Amount(Rs)
<b>Sub-Head : Dismantling and Demolishing</b>					
1	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.				
a)	Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	0.50	One Cubic Metre		
b)	Nominal concrete 1:4:8 or leaner mix (i/c equivalent design mix)	0.50	One Cubic Metre		
2	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	10.00	One Cubic Metre		
3	Removing mortar from bricks and cleaning bricks including stacking within a lead of 50 m (stacks of cleaned bricks shall be measured):				
a)	From brick work in cement mortar	3000.00	1000 nos		
4	Dismantling steel work manually/ by mechanical means in built up sections without dismembering and stacking within 50 metres lead as per direction of Engineer-in-charge	200.00	One Kilogram		
5	Dismantling barbed wire or flexible wire rope in fencing including making rolls and stacking within 50 metres lead.	250.00	One Kilogram		
6	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	40.00	One Square Metre		

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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 leads including all lifts involved.	30.00	One Cubic Metre		
<b>Sub-Head : Earth Work</b>					
8	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
a)	All kinds of soil.	45.00	One Cubic Metre		
9	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	20.00	One Cubic Metre		
10	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50m outside the periphery of the area cleared.	500.00	One Square Metre		
11	Felling trees of the girth (measured at a height of 1 m above ground level) including cutting of trunks and branches, removing the roots and stacking of serviceable material and disposal of unserviceable material.				
a)	Beyond 30 cm girth up to and including 60 cm girth	50.00	Each		
<b>Sub-Head : Concrete Work</b>					
12	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
b)	1:5:10 (1 cement : 5 coarse sand(zone-III) : 10 graded stone aggregate 40 mm nominal size)	4.00	One Cubic Metre		

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13	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor, etc., up to floor five level, excluding the cost of centering, shuttering and finishing :				
a)	1:2:4 (1 Cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	1.00	One Cubic Metre		
<b>Sub-Head : Reinforced Cement Concrete</b>					
14	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :				
a)	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	30.00	One Cubic Metre		
15	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement :				
a)	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size)	11.00	One Cubic Metre		
16	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement, with 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	2.00	One Cubic Metre		
17	Centering and shuttering including strutting, propping etc. and removal of form for :				
a)	Foundations, footings, bases of columns, etc. for mass concrete.	23.00	One Square Metre		
b)	Lintels, beams, plinth beams, girders, bressumers and cantilevers.	75.00	One Square Metre		

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c)	Columns, Pillars, Piers, Abutments, Posts and Struts.	85.00	One Square Metre		
18	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level.				
a)	Thermo-Mechanically Treated bars of grade Fe-500 D or more.	3000.00	One Kilogram		
19	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.				
a)	Thermo-Mechanically Treated bars of grade Fe-500 D or more.	1000.00	One Kilogram		
20	Smooth finishing of the exposed surface of R.C.C. work with 6 mm thick cement mortar 1:3 (1 Cement : 3 fine sand)	50.00	One Square Metre		
<b>Sub-Head : Brick Work</b>					
21	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 5.0 in foundation and plinth in:				
a)	Cement mortar 1:6 (1 cement : 6 coarse sand)	15.00	One Cubic Metre		
22	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 5.0 in superstructure above plinth level up to floor V level in all shapes and sizes in :				
a)	Cement mortar 1:6 (1 cement : 6 coarse sand)	20.00	One Cubic Metre		
23	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 5.0 in foundations and plinth in.				
a)	Cement mortar 1:4 (1 cement : 4 coarse sand)	10.00	One Square Metre		
24	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 5.0 in superstructure above plinth level up to floor V level.				
a)	Cement mortar 1:4 (1 cement :4 coarse sand)	5.00	One Square Metre		

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<b>Sub-Head : Steel Work</b>					
25	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.				
a)	In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	200.00	One Kilogram		
<b>Sub-Head : Water Proofing</b>					
26	Grading roof for water proofing treatment with				
a)	Cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	1.00	One Cubic Metre		
b)	Cement mortar 1:3 (1 cement : 3 coarse sand)	0.50	One Cubic Metre		
<b>Sub-Head : Finishing</b>					
27	12 mm cement plaster of mix :				
a)	1:6 (1 cement: 6 fine sand)	160.00	One Square Metre		
28	15 mm cement plaster on the rough side of single or half brick wall of mix :				
a)	1:6 (1 cement: 6 fine sand)	160.00	One Square Metre		
29	12 mm cement plaster finished with a floating coat of neat cement of mix :				
a)	1:4 (1 cement: 4 fine sand)	20.00	One Square Metre		
30	Finishing walls with water proofing cement paint of required shade :				
a)	New work (Two or more coats applied @ 3.84 kg/10 sqm).	410.00	One Square Metre		
31	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :				
a)	Two or more coats on new work.	20.00	One Square Metre		
<b>Sub-Head : Repairs to Buildings</b>					

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32	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground , all complete as per directions of Engineer-In-Charge.				
a)	With cement mortar 1:4 (1 cement : 4 fine sand).	50.00	One Square Metre		
33	Renewing glass panes, with putty and nails wherever necessary including racking out the old putty:				
a)	Float glass panes of thickness 4 mm.	15.00	One Square Metre		
34	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.	50.00	One Square Metre		
35	Finishing walls with water proofing cement paint of required shade :				
a)	Old work (one or more coats applied @ 2.20 kg/10 sqm) over priming coat of primer applied @ 0.80 litrs/10 sqm complete including cost of Priming coat.	750.00	One Square Metre		
<b>Sub-Head : Road Work</b>					
36	Fencing with angle iron post placed at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 m (minimum), between the two posts fitted and fixed with G.I. staples, turn buckles etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for separately) :-Payment to be made per metre cost of total length of barbed wire used.				
a)	With G.I. barbed wire	1000.00	One Running Metre		
<b>Sub-Head : L.M.R. ITEMS</b>					

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37	Credit for reusing to old bricks in brick work available at site in brick masonry as per direction of Engineer-in-Charge.	3000.00	One Nos		
38	Refixing availble old angle section over compound wall in position for G.I barbed wire fencing at required distance embedded in cement concrete block etc complete as per direction of E.I.C.	300.00	One Kilogram		
39	Reusing of availble old G.I barbed wire recovered after dismantaling at site with G.I staples,Turn buckles etc complete in required shape as per direction of E.I.C.	1500.00	One Metre		
40	Credit to agency for available unserviceable tree branch as fire wood.	15.00	One Quintal		

**For & on behalf of the Bharat Sanchar Nigam Limited**

CONTRACTOR

Executive Engineer(C)  
BSNL Civil Division  
Bhubaneswar