

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

**TENDER DOCUMENT**

**Name of work:-**

“Construction of 2 nos. 40 M NBLW Ground based tower foundation including D.G. set Platform and Ring Earthing in Puri district (Group-1/2019-20). (4th Call)”

**NIT No. 35/2019-20/BCD/SDE-III/BBSR**

**Estimated Cost : Rs 11,69,985.00**(Rupees Eleven lakh Sixty Nine Thousand Nine Hundred Eighty Five only)

**EMD : Rs 23,400.00**  
(Rupees Twenty Three thousand Four hundred) only

**Completion period: 2 (Two) months**

**Certified that this N.I.T. contains\_39 (Thirty nine) Pages Only**

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

**Name of the work:** Construction of 2 nos. 40 M NBLW Ground based tower foundation including D.G. set Platform and Ring Earthing in Puri district (Group-1/2019-20) (4th Call)”

**NIT No. 35/2019-20/BCD/SDE-III/BBSR**

**INDEX**

Sl. No.	Details	Page no
1.	Cover Page	1
2.	Information and instructions for bidders for e-Tendering i/c index	2- 4
3.	Declaration to be given by the tenderer	5-5
4.	Notice Inviting e- Tender (BSNL W-6)	6-12
5.	Percentage rate tender / Item rate tender and contract for works (BSNL W-7/8)	13-14
6	Pro forma of Schedules A to F	15-18
7	Additional conditions and specifications	19-36
8	Schedule of quantities	37-39

**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:

Sl. No.	Description	Details
i)	NIT No.	<b>NIT No. 35/2019-20/BCD/SDE-III/BBSR</b>
ii)	Name of Work:	Construction of 2 nos. 40 M NBLW Ground based tower foundation including D.G. set Platform and Ring Earthing in Puri district (Group-1/2019-20) <b>(4th Call)</b>
iii)	Estimated Cost	Rs. 11,69,985.00(Rupees Eleven lakh Sixty Nine Thousand Nine Hundred Eighty Five only)
iv)	Earnest Money	Rs. 23,400.00( Rupees Twenty Three thousand Four hundred) only
v)	Period of Completion	2(two) Months.
vi)	Last date and time of online submission of tender	<b>18.00 hours on 29.08.2019</b>
vii)	Time and date of online opening of Documents	<b>11.30 hours on 30.08.2019</b>
viii)	Time and date of opening of Online Financial Bids	<b>15.30 hours on 30.08.2019</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:

**BSNL W - 6**  
**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 for the work of **“Construction of 2 nos. 40 M NBLW Ground based tower foundation including D.G. set Platform and Ring Earthing in Puri district (Group-1/2019-20). (4th Call)”**

1. 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. 11,69,985.00 (Rupees Eleven lakh Sixty Nine Thousand Nine Hundred Eighty Five 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) or any other allied department or PSU of Odisha State eligible to tender in Odisha State PWD (B & R)/ DOP/ MES/ Railways and other registered contractors of allied departments of State PWD 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 **‘Building Works/RCC Works/Tower foundation works of tower height not less than 15 M.’**

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.

For the purpose of eligibility, the work/credential in which levy/penalty has been imposed by the authority for delay of said work can not be considered for experience for this tender.

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 **02(Two) 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.
- 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.690.00** 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. **23,400.00 (Rupees Twenty Three thousand Four hundred)** 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 29.08.2019**  
(ii) Time and date of online opening of documents – **11.30 hours on 30.08.2019**
- 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 on or after **15.30 hours on 30.08.2019**.



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 (including EPF registration/ESIC registration (if applicable) / 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: **(i) -Construction of 2 nos. 40 M NBLW Ground based tower foundation (ii) - D.G. set Platform and (iii) - Ring Earthing.**
- 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 (Forty Five)** 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.

20. First running account bill shall be paid only after

- a) Signing of the Agreement/Contract by both the parties, and

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- 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:  
ZONE:DIVISION: Bhubaneswar  
SUB-DIVISION: Bhubaneswar**Percentage Rate Tender / Item Rate Tender & Contract for Works**

E-Tender for the work of: **“Construction of 2 nos. 40 M NBLW Ground based tower foundation including D.G. set Platform and Ring Earthing in Puri district (Group-1/2019-20). (4th Call)”**

**NIT No. 35/2019-20/BCD/SDE-III/BBSR**

1.

- (i) To be submitted by **18.00 hours on 29.08.2019**
- (ii) To be opened in presence of tenderer who may be present at **11.30 hours On 30.08.2019** in office of Executive Engineer (Civil) and financial bid shall be opened at **15.30 Hrs on 30.08.2019**

**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 23,400.00( Rupees Twenty Three thousand Four hundred)** 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

**DNIT**

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

I/ We hereby intimate that for receiving payments I/we have an account 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: -

\*\*\*\*\*

**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>

# DNIT

## SCHEDULE “F”

(Reference to General Conditions of Contract)

Name of Work	<b>Construction of 2 nos. 40 M NBLW Ground based tower foundation including D.G. set Platform and Ring Earthing in Puri district (Group-1/2019-20) (4th Call)”</b>	
Estimated cost of Work	<b>Rs. 11,69,985.00(Rupees Eleven lakh Sixty Nine Thousand Nine Hundred Eighty Five only)</b>	
Earnest Money	<b>Rs 23,400.00 ( Rupees Twenty Three thousand Four hundred only)</b>	
Performance Guarantee (5 % of the tendered value in the form of Bank guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. 15 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 including correction slip No.6	



## DNIT

<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>02 (Two) 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.	Job order wise first and final bill.
<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>	<b>Applicable</b>
<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)/ Chief Engineer(C), BSNL Civil Odisha Zone, Bhubaneswar.

**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
<b>For Agreement amount upto Rs 150 lakhs</b>	1	Graduate Engineer <b>OR</b> Diploma Engineer	Civil	Principal Technical representative	2 years for Graduate Engineer <b>OR</b> 5 years for Diploma Engineer	1	Rs 15,000/-	Rs Fifteen Thousand only
<b>For Agreement amount between Rs 150 lakhs to Rs 500 lakhs</b>	1	Graduate Engineer	Civil	Principal Technical representative	5 years for Graduate Engineer	1	Rs 25,000/-	Rs Twenty Five Thousand only
	2	Graduate Engineer <b>OR</b> Diploma Engineer	Civil	Technical representative	2 years for Graduate Engineer <b>OR</b> 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 change in the rate of GST while making payment to the contractor 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 6,400.00 (Rupees Six Thousand Four Hundred) Only
2	For Reinforcement Steel conforming to BIS 1786 - TMT bars	Rs 57,300.00 (Rupees Fifty Seven Thousand Three Hundred) only

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

## “ADDITIONAL CONDITIONS OF CONTRACT”

The following “Additional conditions” shall be added to the standard conditions to take into account the special requirement of the work.

1. The intending tenderers shall note that the work is of urgent nature and is to be completed within the stipulated period.
2. The tenderers shall take into consideration the Drawings and Specifications and quote the rates accordingly. The quoted rates shall be inclusive of all charges such as Insurance, transportation, taxes fixed by the Central/State Government etc. Nothing extra shall be payable over the quoted rates.
3. The completed work shall be inspected for approval by the “Acceptance Testing Unit of the Telecom. Circle”. It shall be the responsibility of the contractor to offer the completed work for inspection and approval of the A/T in co-ordination with and as per the directions of the Engineer-in-charge and nothing extra shall be payable on this account. If the completed work is not found satisfactory as per the prescribed specifications, corrective measures ordered by the Engineer-in-charge shall be carried out immediately by the contractor without any additional expenditure liability to the BSNL.
4. In case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the contractor shall obtain clarifications in writing from the Engineer-in-Charge before execution.
5. The contractor shall take instructions from the Engineer-in-Charge for stacking of materials in any place. No excavated earth or building materials shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.
6. The surplus excavated earth which is beyond the requirement of the BSNL work may be allowed to be disposed off by the contractor on his own or to sell the surplus earth to private parties at his discretion, but nothing extra shall be paid for carriage of disposal of surplus earth, if the same is not required for any other Government work. The approval of the Engineer-in-Charge in writing is required to be obtained for the above.
7. The structural drawings for the work shall be issued in stages taking into consideration the approved programme as well as the actual progress.
8. The manufactured materials used on the work shall have ISI mark. In case of materials for which no manufacture has been licensed to manufacture, the materials with ISI marking, the material shall conform to the provision of the CPWD specifications. In the case of non-ISI marked materials, tests shall be conducted to ensure that they conform to the specifications or codes mentioned above. BIS marked materials may also be got tested if felt necessary by the Engineer-in-Charge.
9. All materials for which testing is mandatory before being allowed for incorporation in the work shall be purchased well in advance of their actual requirement in the work at site, so as to afford enough availability of time for getting the material tested and obtaining the approval of the Engineer-in-Charge.
10. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying / burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies, conduits for electrical wiring / cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
11. Royalty, if any, at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle, sand and bajri etc. collected by him for the execution of the work direct to the Revenue authority or authorized agent of the State Government concerned or Central Government.
12. The rates quoted shall include all taxes, royalty, seignior age charges that are applicable from time to time as per statutory rules of State / Central Government.
13. The contractor shall make his own arrangements for obtaining electric / water connections, if required, and make necessary payments directly to the Department concerned.
14. 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.
15. 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.
  16. 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.
  17. Some restrictions may be imposed for regulating the construction/work activities, storage of materials, entry and movement of the personal/workers for security reasons by the competent security in-charge or by the Engineer-in-Charge or his representative and in such case the contractor shall be bound to follow all such restriction/instructions and nothing extra shall be payable on this account.
  18. All cement bags and all other similar perishable items shall be stored by the contractor in a separate go-down which shall be exclusively constructed by the contractor for this purpose at his own cost as per general guidelines given in the " Typical Sketch for :- Cement Godown" under clause 3.2.1.4 of the Specifications. The dimensions given in the said sketch are only indicative and the contractor shall be bound to construct the storage godown of sufficient size so as to properly store the appropriate quantity of cement required for consumption for not less than ONE MONTH. Such go-down shall have weather proof roof and walls. The go-down shall be provided with a single door with arrangement for locking it simultaneously with two locks. The contractor shall be fully responsible for the safe custody of all the materials even if the materials are kept and stored under double lock system. The account of daily receipts and issues of the cement bags shall be maintained in the said register which shall be signed daily by the contractor or by his authorized agent in token of correctness of the entries.
  19. The contractor shall also be bound to observe and follow all the provisions of "The Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996" and "The Building and other Construction Workers Welfare Cess Act 1996" and all the rules framed there-under. Nothing extra on this account shall be paid to the contractor.
  20. Any cement slurry added over a base surface or for continuation of concreting for better bond is added to have been built in the item unless otherwise specified and nothing extra shall be payable or extra cement considered with consumption on this account. Rates of all items in which use of cement is involved shall be inclusive of curing.
  21. Unless otherwise specified in the Schedule of quantities of items, the rate for all items of the work shall be inclusive of pumping out or bailing out water encountered from any sources such as rain, sub-soil water, flood or any other causes whatsoever. The foundation pits, trenches etc. shall be kept free from water while the works below ground level are in progress. Nothing extra on this account shall be payable to the contractor.
  22. Unless other wise provided in the schedule of quantities of item of work, the rates tendered by the contractor shall be for all heights, lifts and leads and depth of the building and nothing extra shall be payable to the contractor on this account.

## **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 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.

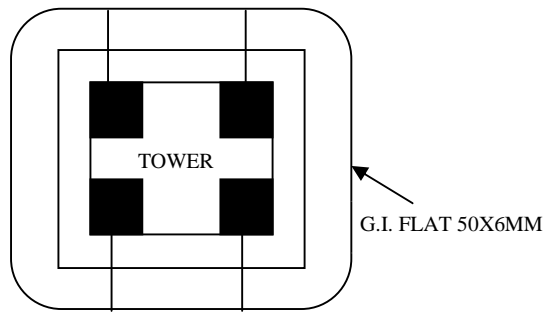
### **33.0 FINAL TESTING OF THE INSTALLATION**

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.

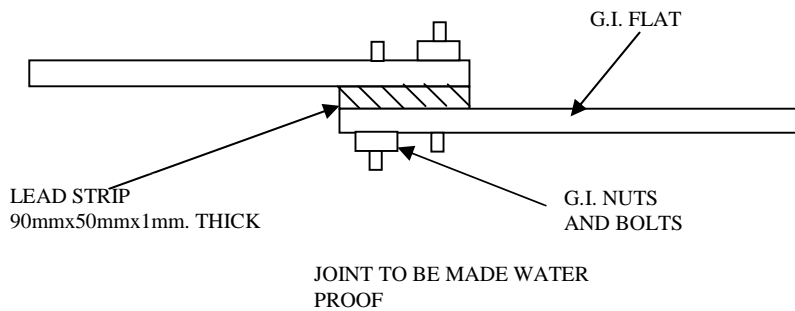
**35.0 Ring Earth**

35.1 The ring earth shall be executed as per schedule item and diagram given below.



RING EARTH

35.2 The G.I. strip are to be connected to each other as shown below. The joints should be properly wrapped and sealed by water proof tape to prevent ingress of moisture. The G.I. strip shall not be bent at right angles while laying and it should be laid in smooth curve of atleast one metre radius.



35.3 No materials for providing and fixing ring earth shall be supplied by BSNL.

35.4 The payment for providing and fixing ring earth shall be made only if the earth resistance is found to be 0.5 ohms or less and A/T certificate is issued by competent authority.



# DNIT

## FOR TOWER FOUNDATION SPECIAL CONDITIONS WORKS

The following special conditions shall be applicable in case of tower foundation works of in addition to all other conditions given in this tender form. However, nothing extra shall be paid on this account unless otherwise mentioned.

1. The works under this Contract shall be in general for “**Construction of 2 nos. 40 M NBLW Ground based tower foundation including D.G. set Platform and Ring Earthing in Puri district (Group-1/2019-20).**”

2. The works under this Contract shall be executed anywhere within revenue district as per the name of the work. However, in case of exigency, the work in other districts under the same rate contract may also be got executed for which nothing extra shall be payable to the contractor.

3. The period of validity of this Contract shall be **45 (Forty Five) Days** from the 7<sup>th</sup> date of issue of award letter.

4. The quantum of work indicated in the schedule is tentative. The actual work will be as per the individual job orders issued by the Executive Engineer for each site. The quantum of work may get increased or decreased as per the requirement. However, the maximum deviation shall be limited to (+) 100% or (-) 100% subject to the other conditions of this rate contract. However, the contractor shall have no extra claim whatsoever on this account.

### 5. PERIOD OF COMPLETION

5.1. The Engineer-in-Charge reserves the right to stipulate the period of completion for a particular Job order ranging from 45 days to 60 days depending upon his judgment having regard to sub-soil strata & specific site condition. The reasonability of such time limit shall not be challengeable with any authority whatsoever. However for general guidance, the scheduled time for completion of each tower foundation is given below:

SNo	Work	Period of completion	Remarks
01	40 M Ground Based Tower foundation	45 days	In normal condition, where there is no rock and there is no site congestion etc.
02	40 M Ground Based Tower foundation	60 days	Where there is rock at the site or / and other site specific constraint.

5.2. The date of start of work shall be taken from the 6<sup>th</sup> day after date of issue of individual job order.

6. This is a rate contract. As such the contractor shall quote the rates for each item as per the actual / practical availability of material and labour. If the department is not satisfied with the rate quoted, the department can delete any item(s) while accepting / awarding the work at its discretion without assigning any reasons.

7. The Engineer-in-Charge shall issue separate job orders for each work to the agency with separate time schedule.

8. The job order showing approximate quantities of items to be executed at a particular place will be issued.

9. The issue of the job-order(s) in writing to the contractor may take some time for completing the procedural formalities. It is agreed condition of the rate contract that the contractor shall not refuse to commence the job within the period as required & as directed by the Engineer-in-Charge or his authorized subordinate after issue of written order for commencement of such work by the Engineer-in-Charge.
10. The job orders for more than one work at different stations may be issued at a time. Therefore, the agency should have the requisite capability, finance, manpower, machinery etc required to carry out more than one work orders at a time at different locations / stations.
11. Any job order issued under the rate contract during currency of the contract shall be deemed to be within the contract although the time for completion of that particular job order may be beyond the stipulated date of completion of the total rate contract. The Engineer-in-charge shall extend the time of rate contract accordingly.
12. The job orders as and when issued shall become part of the agreement for the rate contract and shall be governed by all of its terms and conditions. The contractor shall duly acknowledge each job order by signing the copy of the order.
13. The various clauses of the general conditions of contract shall be applicable to each job order individually & also to the rate contract as a whole.
14. Time allowed for each job order shall be essence of the contract. For extension of time under relevant clauses, the time given in the concerned job order shall only be applicable.
15. All the intending tenderers should note that all the tower foundation works are of extra ordinary urgent nature & targeted and the work at each station is to be completed within the stipulated period of individual job orders.
16. If the contractor fails to execute the work within the time schedule given in the job order or the progress of work is not satisfactory, the Engineer-in-charge after giving a notice of one week in writing, shall have the liberty to withdraw whole or part of a particular job order and get the same executed at the risk and cost of the agency or otherwise, as decided by the Engineer-in-Charge, whose decision will be final and binding. The Contractor shall have no claim against such decision of the Engineer-in-charge.
17. If after commencement of the work under any of the job order, contractor fails to complete the works given within specified time period or his progress is not satisfactory and / or the work has to be got executed from other agencies at his risk and cost or otherwise, the rate contract shall be terminated after 2(two) such instances, under relevant clauses of the Contract. The Contractor shall have no claim against such decision of the Engineer-in-charge.
18. If the contractor fails to commence any of the job order within stipulated date of start, the job order shall be terminated and proportionate EMD & PG will be forfeited to the BSNL. The contractor shall have no claim against such decision of the EIC.
19. The work at each station shall be treated as separate work for all purposes viz. EOT, Levy of compensation, Payment of Bills, SD/EMD or operation of contract clauses etc.

## 20. PAYMENTS

- 20.1. The rates should be quoted inclusive of all taxes including 50% Service Tax payable by the Service provider. Nothing extra shall be paid to the contractor on this ground.
- 20.2. On acceptance of the tender, the contractor shall submit the Performance Guarantee as detailed in clause '1' of the general conditions of the contract for the complete tendered amount.
- 20.3. The full Performance Guarantee if paid vide one instrument against all the sites under the agreement shall be released after the satisfactory completion of all job orders as per the provisions of Clause '1'. For meaning under Clause '1', the satisfactory completion of the complete obligations under the contract shall be on satisfactory completion of all the individual job orders under the contract. However, Contractor has the option of submitting site wise performance guarantees, in which case only those performance guarantees shall be released against which works have been completed satisfactorily.
- 20.4. The Security Deposit shall be retained job order wise and the same shall be released as per provisions of Clause '17'. The date of first and final bill of that particular job order shall be the relevant date of reckoning the period after which security deposit under a particular job order may be released.
- 20.5. Clause 10CA as per rule will be applicable.
- 20.6. The contractor shall be paid the First & Final bill for individual job order after completion of the concerned job order. The payment i.e. final payment for individual job orders will be treated as "Running Bill" for the Contract.
21. Clause 2A & 10C of "BSNL General Conditions of Contract for civil works 2006" with upto date correction slips shall not be applicable. However, clause 10CA shall be applicable.
22. In case of any change in the telephone numbers, address of the contractor, the same shall be immediately (within 02 days) intimated to all concerned in writing by the contractor.
23. All other conditions / additional conditions etc given in this contract shall be applicable for each job orders in addition to all the conditions given above. In case of discrepancy in the provision of these special conditions and any other condition, the provision of the special condition will prevail.
24. For these works, no source shall be approved for sand, stone aggregate, bricks etc. Contractor is free to procure material from any source in any district in conformity with CPWD specifications and local bye laws. However, nothing extra shall be paid to the Contractor on any ground. For steel, Clause 10 of Schedule -F shall be applicable.

**EXECUTIVE ENGINEER (C)**

## CONDITIONS FOR OTHER TAXES AND ROYALTIES

1. **The rates offered should be inclusive of GST liable to be paid by contractor. GST rate is mentioned under clause 37(i) in the schedule-F. Any changes in the in the rate of GST while making payment of bills will be adjusted from the bill of the contractor. Contribution towards EPF, ESIC and other taxes are 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.

**SCHEDULE OF QUANTITIES**

Name of work: <b>Construction of 2 nos. 40 M NBLW Ground based tower foundation including D.G. set Platform and Ring Earthing in Puri district (Group-1/2019-20)</b>					
Item No	Description of Item	Quantity	Unit	Rate in Rs.	Amount in Rs.
<b>Sub-Head : Earth Work</b>					
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead up to 50m and lift up to 1.5m, disposed earth to be levelled and neatly dressed.				
a)	All kinds of soil	400.00	Cum		
2	Filling available excavated earth (excluding rock) / stacked good earth 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.	300.00	Cum		
3	Extra for every additional lift of 1.5 m or part thereof in excavation /banking excavated or stacked materials.				
a)	All kinds of soil.	150.00	Cum		
<b>Sub-Head : Concrete Work</b>					
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
a)	1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size)	8.00	Cum		
<b>Sub-Head : Reinforced Cement Concrete</b>					
5	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 : 3 graded stone aggregate 20 mm nominal size)	77.00	Cum		
6	Centering and shuttering including strutting, propping etc. and removal of form for :				
a)	Foundations, footings, bases of columns, etc. for mass concrete.	60.00	Sqm		

## DNIT

b)	Lintels, beams, plinth beams, girders, bressumers and cantilevers.	22.00	Sqm		
c)	Columns, Pillars, Piers, Abutments, Posts and Struts.	50.00	Sqm		
7	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 500 D or above.	5000.00	Kg		
8	Smooth finishing of the exposed surface of RCC work with 6mm thick cement mortar 1:3 (1 Cement : 3 Fine sand)	26.00	Sqm		
<b>Sub-Head :Steel Work-</b>					
9	Structural steel work in single section fixed with or without connecting plate including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete:	80.00	kg		
<b>Sub-Head : Miscellaneous-</b>					
10	Carriage of anchor bolts, templates. nuts guide angle and base plate as required as per direction of Engineer-in-charge from place of store at BHUBANESWAR to work site. Rate include sorting, labour charges in loading and unloading, safe handling etc all complete.	2.00	One Job		
11	Labour charges for arranging and fixing the anchor bolts of 32mm dia @ 9.00 nos in each column(Total 36 nos) i/c nuts and base plate etc. in position as per direction of Engineer-in-charge .(Tem plates and anchor bolts, nuts and washers will be supplied by the department).	2.00	One Job		
12	Galvanising of MS high density tower anchor nuts, washers & bolts (36 nos from top 0.20m length),etc. as per requirement all complete as per direction of Engineer-in-charge, for protecting against corrosion in coastal & extreme weather conditions area.	2.00	One Job		
13	Credit to the agency for recovered templates, nuts and guide angles after fixing of anchor bolts.	70.00	One Kg		

14	<p>Providing and fixing ring earth consisting of specified and required ring size at site and laying of G.I. Flats of size 50 x 6 mm laid at the bottom of the tower foundation pit, one metre away from the tower base. The G.I. flats shall be connected with each other with G.I. nuts and bolts after placing lead strips/ lead wool of 90x50x1mm thick in between and with legs of tower with G.I. nuts and bolts with spring washers. All the joints shall be properly wrapped and sealed by water proof tape to avoid ingress of moisture. The G.I flats shall be covered with fine and cohesive good earth all around and duly compacted. The G.I. flats shall be bent in such a way that curves are smooth having radius not less than one metre. The rate shall be inclusive of all materials and labour including tools and plants, incidental cost etc. all complete and nothing extra shall be paid on any account except earthwork in excavation, filling available excavated earth or good earth brought from outside as the case may be. (Note :Payment shall be made only if the ohmic value of the earth resistance is 0.5 ohms or less. Security deposit for the whole work will be released only after completion of A/T. Any rectification required to make earth resistance to 0.5 ohms or less is to be carried out by the agency. If the A/T is not done in one year after completion of work 75% of S.D. will be released. Remaining part of S.D. will be released after completion of A/T).</p>	90.00	One Metre		
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**Executive Engineer (Civil)  
BSNL Civil Division  
Bhubaneswar**