



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

**TENDER DOCUMENT**

**Name of the work: - Repair & maintenance to 40 Mt NBLW tower foundation at Khajuria, Brahmagiri, Puri damaged by severe Cyclone "FANI" (6th Call).**

**NIT No. 48/2019-20/BCD/SDE-III/BBSR.**

**Estimated Cost. Rs. 88,828.00**

**EMD.: Rs. 1,777.00**

**Time: 30(Thirty)Days**

Name of Contractor: -----

Last date of Receipt of Application: **16.12.2019** upto 16.00 hrs

Cost of tender: **Rs. 177 /-(Rupees One hundred Seventy Seven only) including GST (Non- refundable) ( Rs 150.00 + GST Rs 27.00)**

Date of opening: **18.12.2019 at 15:30 hours**

**Certified that this tender document contains 29 (Twenty Nine) pages**

Executive Engineer (Civil)  
BSNL Civil Division  
Bhubaneswar

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## **IMPORTANT INSTRUCTIONS TO ALL TENDERERS**

1. Please go through the directives carefully. Any lapse / departure may lead to:
  - i) Rejection of your tender and / or
  - ii) Forfeiture of your earnest money / and or
  - iii) Recession / Termination of the contract and execution of balance work at the risk and cost of the defaulting contractor,
  - iv) Cancellation of your registration and / or
  - v) Debarring you from future tenders.
2. The tenderers should read carefully and understand all the conditions for the contract, schedule of quantities, drawings etc. attached with the tender document before actually quoting for the work. **The rates to be quoted should be inclusive of 18% GST. No extra to be paid for any taxes**
3. Submission of tender:- The Earnest money, tender document cost, Eligibility credentials including proof of **GST registration ,PAN number** ,required undertaking and tender may be submitted as per para 9.0 to 9.2.4 of BSNL W-6.
4. Any tender in which any of the prescribed condition is not fulfilled or any conditions including that of conditional rebate is put forth by the tenderer shall be summarily rejected. However, any unconditional rebate offered shall be considered.
5. Near relatives of the BSNL employees shall not be permitted to tender and all the intending tenderers will have to give a certificate as defined in para 14 of BSNL W-6.
6. The rates quoted shall be inclusive of all taxes ( including GST), and charges such as Insurance, transportation, royalty, seigniorage charges that are applicable from time to time as per statutory rules of State / Central Govt. Nothing extra shall be paid over the quoted rates.
7. The rates shall invariably be written in figures and words and amount for each item worked and filled in the schedule. All corrections made while filling shall be signed.
8. Please fill up the entire tender preferably with one pen only. If the ink pen blots on the paper, please use ball point pen for the entire tender.
9. Correction fluid should not be used in rates quoted in tender documents. In case use of correction fluid is noticed, such tender will be liable for rejection
10. The tenderer must sign on all pages of the tender document.

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11. The clause 7 of the GCC shall stand amended to the following extent:

Clause as per BSNL W-8 (GCC)	Existing Provision	Modified Provision
Line no 18 to 21 of para 1 of Clause 7	The amount admissible will as far as possible be paid by 10 <sup>th</sup> working day after the day of presentation of the bill by the Contractor to the Engineer-in-charge or his Assistant Engineer together with the account of material issued by the BSNL or dismantled materials, if any. In the case of works outside the headquarter of the Engineer-in-charge, the period of ten working days will be extended to fifteen working days.	The amount admissible will as far as possible be paid by 10 <sup>th</sup> working day after the day of presentation of the bill by the Contractor to the Engineer-in-charge or his Assistant Engineer together with the account of material issued by the BSNL or dismantled materials, if any. In the case of works outside the headquarter of the Engineer-in-charge, the period of ten working days will be extended to fifteen working days. Payment to the contractor shall be released on receipt of the allotment from the competent authority and no claim whatsoever for delay, if any, shall be entertained.

12. The GCC shall stand corrected upto correction slip no.5 which has been made part of this tender document.

Signature of the Tenderer \_\_\_\_\_

Name of the Tenderer \_\_\_\_\_

Seal of the Tenderer \_\_\_\_\_

**Correction Slip no.6  
(To GCC for civil works-2006)**

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

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## INSTRUCTIONS TO TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEBSITE:

1. The tender is to be downloaded from the website and print is to be taken on A4 size paper and details are to be entered by the tenderer at the various locations in the document. It is advisable that the downloaded tender document to be printed through a good printer like Laser printer etc., submission of Xerox or photocopy of tender document is prohibited.
2. The tenderer should see carefully and ensure that the complete tender document including schedule of quantities as per the INDEX has been downloaded. While taking print out, it shall be ensured that the document is printed as appearing in the website and there is no change in formatting, no. of pages etc. and all pages are legible and clear.
3. The cost of tender document(Non-refundable, amount mentioned in BSNL W-6 of tender document) will have to be deposited by the tenderer in the form Bank draft of a scheduled bank issued in favour of **Account officer (Cash),O/o General Manager Telecom District BSNL , Bhubaneswar** along with the tender. This should be enclosed as a separate demand draft, A single demand draft for the cost of tender form and Earnest money deposit will not be accepted. Tender not accompanied with the demand draft towards the cost of tender document will be summarily rejected.
4. The Earnest money deposit required for the work as stipulated in the BSNL W-6 of the tender document also to be submitted separately failing which the tender will be summarily rejected.
5. Tenderers are advised to download the tender document well in advance and submit the tender before the stipulated time. It is the responsibility of the tenderer to check any correction or any modifications published subsequently in website and the same shall be taken into account while submitting the tender. Tenderers shall download corrigendum (if any), print it out, sign and attach it with the main tender document. Tender document not accompanied by published corrigendum/s is liable to be rejected. BSNL will not be responsible for delay in downloading the tender document from the web site.
6. Each page of the tender document shall be signed by the tenderer.
7. Tenderer/s are free to download tender document at their risk and cost, for the purpose of perusal as well as using the same as tender document for submitting the offer. Master copy of the tender document is available in O/o the Executive Engineer, BSNL Civil Division, **Bhubaneswar**. After award of work, agreement will be prepared based on the master copy of tender document available in the above mentioned office. **In case any discrepancy between tender document downloaded from the website and master copy, latter shall prevail and will be binding on the tenderer(s), no claim on this account will be entertained.**
8. If any change/ addition / deletion is made by the tenderer /contractor and the same is detected at any stage even after the award of the tender, full earnest money deposit will be liable to be forfeited and the contract will be liable to be terminated at his / their risk and cost. The tenderer is also liable to be banned from doing business with BSNL Civil wing.
9. The downloaded "Tender document" in which rates are quoted should be properly bound and sealed. Loose/ spiral bound tender shall be rejected out rightly. Tender papers stapled and bound along left edge with tape with signature of the contractor partly on tape and partly on first page shall be considered as duly sealed. In case of

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any corrections/additions/alterations/deletions is detected in the tender document vis-à-vis tender document available on website, the tender shall be treated as non-responsive, shall be summarily rejected and earnest money deposit shall be forfeited.

10. In case of any doubt in the downloaded tender, the same should be got clarified from the concerned Executive Engineer before submitting the tender.

11. While submitting the tender papers, tenderers shall submit the Earnest money plus cost of tender, eligibility credentials and proof of **GST registration** in a separate sealed envelope-1 marked "Earnest Money plus cost of tender and eligibility credentials & Declaration". **The bid will be rejected if all documents as above are not submitted.** The "Tender" shall be placed in sealed envelope-2 and will be superscripted as "Tender". The sealed envelope No. 1 & 2 containing "Earnest money plus cost of tender, eligibility credentials & proof of **GST registration**", and the "Tender" shall be placed in another sealed envelope -3.

All the three envelopes shall superscripted with following data on it:

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

12. The tender will not be opened and will be returned to the tenderer in case cost of tender document is not submitted and / or EMD is not submitted and / or the tenderer is not eligible based on the credentials submitted by the tenderer. In any case, cost of tender document will not be refunded.

13. Originals of all the credentials shall be produced by the tenderer as and when asked by the concerned Executive Engineer. In case of failure to produce the originals, the tender will not be considered and EMD will be forfeited.

14. The tenderer should in his own interest ensure that every page of the downloaded tender document is signed by him.

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## DECLARATIONS TO BE GIVEN BY THE TENDERERS

### It is to certify that

- a) I / we have downloaded the tender form from the website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) and I/we have not added/deleted/corrected / modified the tender forms in any manner. It is identical to the tender document appearing on website. In case, the same is found to be tampered / modified I/We understand that my/our tender will liable to be summarily rejected and full amount of Earnest Money Deposit will be liable to be forfeited and I/We am/are liable to be debarred from doing business with BSNL Civil Wing.

or

I/We have checked that no page is missing and all pages as per the index are available and that all pages of tender document submitted by us are clear & legible.

I/We have signed all the pages of the tender .

**Date: -**

**Signature of the Tenderer**

Mobile :-

- b) I /We have gone through BSNL W-8 amended up to correction Slip No.5 as available on website [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**

- 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:

**Date: -**

**Signature of the Tenderer**



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

1.0 The Executive Engineer (Civil), BSNL Civil Division, 3<sup>rd</sup> floor, Unit-IX, Door Sanchar Bhawan, Bhubaneswar invites for and on behalf of Bharat Sanchar Nigam Limited Sealed Item rate tenders are invited on behalf of the BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) for the work of “**Repair & maintenance to 40 Mt NBLW tower foundation at Khajuria, Brahmagiri, Puri damaged by severe Cyclone "FANI" (6th Call)**” from enlisted and eligible contractors of Civil wing of BSNL of appropriate category and Non-BSNL contractors registered with CPWD/ Odisha State PWD (B&R) or any other allied department or PSU of the state eligible to tender in state PWD (B&R) / DOP/ MES/ Railways .

Sl. No	Name of Work	Estimate Cost in Rs.	Earnest Money in Rs.	Cost of tender document in Rs.	Completion time
1.	<b>Repair &amp; maintenance to 40 Mt NBLW tower foundation at Khajuria, Brahmagiri, Puri damaged by severe Cyclone "FANI" (6th Call).</b> <b>NIT No. 48/2019-20/BCD/SDE-III/BBSR.</b>	<b>88,828.00</b>	<b>1,777.00</b>	<b>Rs. 177/- i/c GST</b>	<b>30(Thirty) Days</b>

1.1 The estimated Cost put to tender of the work is **Rs. 88,828.00 (Rupees Eighty eight Thousand Eight Hundred Twenty Eight ) only**

1.2 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with appropriate authority, PAN Number and have valid **GST registration**. No experience condition required for any class of contractors.

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

**The bid will be rejected if all documents as above are not submitted.**

2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. **BSNL W-7/8**, which is available as a BSNL Publication and also available on BSNL Website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) amended up to correction slip No 5. Tenderer shall quote his rates as per various terms and conditions of the said form, (In case “Tender Documents” are downloaded from the BSNL Website in which rates are to be quoted should be properly bound and sealed) which will form part of the agreement.

3.0 The time allowed for carrying out the work will be **30(Thirty)Days** and shall be reckoned from sixth day after the date of issue of work order or from the first day of the handing over of the site whichever is later, in accordance with phasing, if any, indicated in the tender document.

4.0 The site for the work is available

Or

The site for the work shall be made available in parts as specified below:-

5.0 The last date of receipt of applications for issue of tender forms (in prescribed format, which can also be downloaded from BSNL Website ([www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in)) and date of issue of tender forms will be as follows:

i) Last date of receipt of application      **16.12.2019** up to 16:00 hours



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ii) Last date of issue of tender forms **17.12.2019** up to 16:30 hours

6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents, can either be downloaded from the BSNL website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or be seen in the office of the **Executive Engineer (C), BSNL Civil Division Bhubaneswar** between 11:00 hours & 16.00 hours from **07.12.2019 to 17.12.2019** every day except on second Saturday, Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from EE(C) office, during the hours specified above on payment of the following:

- i) **Rs. 177 /-(Rupees One hundred Seventy Seven only) including GST(Non- refundable)** in cash as cost of tender (Non-refundable) or in the form of Deposit at Call receipt of a scheduled bank/ demand draft of a scheduled bank issued in favour of "**Account officer (Cash),O/o General Manager Telecom District BSNL , Bhubaneswar**" payable at **Bhubaneswar** and
- ii) Earnest money of **Rs. 1,777.00 (Rupees One Thousand Seven Hundred Seventy Seven ) only** in the form of deposit at Call receipt of a scheduled bank/ fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank issued in favour of "**Account officer (Cash),O/o General Manager Telecom District BSNL , Bhubaneswar**" payable at Bhubaneswar The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from Website in the form as detailed at sub Para ii) above.

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

7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at Para 9 below, will be received by the **Executive Engineer (C), BSNL Civil Division, Bhubaneswar** up to 15:00 Hrs. on **18.12.2019** and will be opened by him or his authorized representative in his office on the same day at 15:30 hrs .After opening the main envelop 3, the envelope 1 containing Earnest Money along with the cost of the tender as applicable or receipt in lieu thereof and eligibility credentials for downloaded tenders shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers whose Earnest Money, cost of tender and eligibility is found in order. The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.

8.0 The description of the work is as follows: "**Repair & maintenance to 40 Mt NBLW tower foundation at Khajuria, Brahmagiri, Puri damaged by severe Cyclone "FANI" (6th Call).**

## **NIT No. 48/2019-20/BCD/SDE-III/BBSR.**

### **9.0 Submission of Tender: Tender shall be submitted in following manner:**

9.1 In case the tender document is downloaded from BSNL website:

- 9.1.1 " Earnest Money plus cost of tender and eligibility documents including proof of GST registration , PAN number as prescribed in the tender" shall be placed in sealed envelope -1 marked " Earnest money plus cost of Tender and eligibility documents".
- 9.1.2 The "Tender" shall be placed in sealed Envelope-2 and should be superscripted as "Tender".
- 9.1.3 The sealed envelope number 1&2 as above containing "Earnest Money plus cost of tender, eligibility credentials and proof of GST,PAN number ", and the "Tender" shall be placed in another sealed envelope-3.
- 9.1.4 All the three envelopes shall be superscripted with the following data on it.
  - i) Name of the work.
  - ii) Name of the tenderer.
  - iii) Last date of receipt of Tender.

### **9.2 In case tender document are purchased from Divisional Office:**

9.2.1 Proof /receipt of paying the cost of tender and Earnest Money as prescribed in the tender to be placed in sealed Envelope-1.

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- 9.2.2 Envelope -2 shall be same as per Para 9.1.2
- 9.2.3 The sealed envelopes 1&2 shall be placed in another sealed envelope-3.
- 9.2.4 Same as 9.1.4.
- Note: In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be 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.
- 9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected. Tender papers stapled and bound along left edge with tape with signature of the contractor partly on tape and partly on first page shall be considered as duly sealed. In case of any correction/ addition/ alteration/ omission in tender document vis-à-vis tender document available on website is detected, the tender shall be treated as non-responsive and shall be summarily rejected.
- 10.0 Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above-mentioned officer.
- 10.1 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and subsoil (So far as is practicable), the form and nature of the site, means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he impacts it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc., will be issued to him by the BSNL and local conditions are other factors having a bearing on the execution of the work.
- 11.0 The competent authority on behalf of BHARAT SANCHAR NIGAM LIMITED does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without assigning any reason. The tenders, in which any of the prescribed conditions is not fulfilled or, any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
- 12.0 Canvassing whether directly or indirectly, in connection with tenders, is strictly prohibited and the tenders, submitted by the contractors, who resort to canvassing, will be liable to rejection.
- 13.0 The competent authority on behalf of BHARAT SANCHAR NIGAM LIMITED reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 14.0 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:
- (i) Member of Hindu Undivided family (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.

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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 to be given as:

"I, ..... S/o Shri ..... resident of ..... hereby certify that none of my relative (s) as defined above is/are employed in concerned BSNL Civil Zone, 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".

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. The 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, Odisha. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors or BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.

- 15.0 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of BSNL or 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 Government service / BSNL, without previous permission of the Government of India / BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India , BSNL , State Government or PSU's aforesaid before submission of the tender or engagement in the contractor's service.
- 16.0 The tender for the work shall remain open for acceptance for a period of **30 (Thirty)** 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 BSNL, then BSNL shall, without prejudice to any other right or remedy, be at liberty to **forfeit 50% of the said earnest money** as aforesaid.
- 17.0 In case of works having estimated cost 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 proforma annexed to the tenders document, within **15 days** of issue of letter of award by BSNL. In the event of failure on part of the successful tenderer to sign the agreement, the Earnest money will be forfeited and the tender cancelled.
- 18.0 This notice inviting tender (BSNL W-6) shall form a part of the contract document. In accordance with clause-1 of the contract, the **letter of acceptance** shall be issued first in favor of the successful tenderer / contractor. After submission of the performance guarantee, the **letter of award** shall be issued. The contract shall be deemed to have come in to effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful tenderer/ contractor shall, within 15 days from such date, formally sign the agreement consisting of: -
- The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender and as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - Standard BSNL W-8 as on website [www.odisha.bsnl.co.in/tenders](http://www.odisha.bsnl.co.in/tenders).
  - Agreement signed on non-judicial stamp paper as per proforma annexed to the tender document.
- 19.0 Payment to the contractors shall be made through e-payment system like ECS & EFT wherever applicable as detailed below:

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- (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 payment to contractors will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
- 20.0 First running account bill shall be paid only after
- (a) signing of the Agreement / Contract by both the parties, and
  - (b) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.
- 21.0 **If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred from further participation in the tenders for a period of six months.**
- 22.0 General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website: [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) as well as in the Divisional / Sub Divisional office.
- 23.0 The tenderer shall furnish a declaration to this effect (In case of downloaded tender) that no addition / deletion / correction have been made in the tender document submitted and it is identical to the tender document appearing on website. Every page of downloaded tender shall be signed by the tenderer.

Signature and Name of the Executive Engineer ©  
BSNL Civil Division Bhubaneswar  
For & on behalf of the Bharat Sanchar Nigam Limited



**BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

STATE: **ODISHA**

CIRCLE: **BSNL Civil Zone Bhubaneswar**

DIVISION: **BSNL Civil Division, Bhubaneswar**

ZONE: **ODISHA CIVIL ZONE**

SUB-DIVISION: **BSNL Civil Sub Division No III, Bhubaneswar.**

**Item Rate Tender & Contract for Works**

Tender for the work of: **“Repair & maintenance to 40 Mt NBLW tower foundation at Khajuria, Brahmagiri, Puri damaged by severe Cyclone "FANI" (6th Call).**

**NIT No. 48/2019-20/BCD/SDE-III/BBSR.**

- (i) To be submitted by 15:00 hours on **18.12.2019** to Executive Engineer (C), BSNL Civil Division, Bhubaneswar.  
(ii) To be opened in presence of tenderers who may be present at 15:30 hours on **18.12.2019** in the office of Executive Engineer, BSNL Civil Division, Bhubaneswar.

(iii) Issued to: -----

(Contractor)

Signature of officer issuing the documents: -----

Designation: Executive Engineer (C), BSNL Civil Division Bhubaneswar.

Date of Issue -----

**T E N D E R**

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

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

I / We agree to keep the tender open for **30 days** from the due date of submission thereof and not to make any modifications in its terms and conditions. If I / We (tenderer) 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 of Rs----- has been deposited in the 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

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said earnest money shall be retained by competent authority on behalf of the BSNL 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, up to 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 hereby intimate that for receiving payments I/We have an account in \_\_\_\_\_ Bank with account No. \_\_\_\_\_ where the ECS/EFT facility of e-payment is available.

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

I / We agree that should I / We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender (calculated proportionality for each site) shall be absolutely forfeited to BHARAT SANCHAR NIGAM LIMITED and the same may at the option of the competent authority on behalf of 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.

**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 : .....

(.....)

Signature of Contractor

Address :

Occupation :

Postal Address : .....

## ACCEPTANCE

The above tender, as modified by you (Contractor) and as provided in the letters mentioned hereunder, is accepted by me for and on behalf of BHARAT SANCHAR NIGAM LIMITED for a sum of Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_ )

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

(a)

(b)

For & on behalf of BSNL

Signature: .....

Dated : .....

Name and designation .....

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

**GENERAL RULES AND DIRECTIONS**

1. All work proposed for execution by contracts will be notified in a form of invitation of tender duly signed by the officer inviting tender will be displayed on the notice board/ pasted in public places or by publication in News papers as the case may be and shall also be on the BSNL website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in).

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each Partner thereof or by the partner(s) as specified in the partnership deed or by the person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partner(s) or by the partner(s) as specified in the Partnership Deed by the person holding a power of attorney authorizing him to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. No single envelope shall include tender for more than one work, but contractors who wish to tender for two or more works shall submit separate envelope for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

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

5. The officer inviting tender or his duly authorized representative will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. A receipt of earnest money, forwarded therewith, shall be given to all contractors. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor, remitting the same, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment, to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the AO / Sr. AO or a duly authorized Cashier.
8. The memorandum of work tendered for and schedule of the materials to be supplied by the BSNL and their issue-rate shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender document, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
10. In case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate

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tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates, which correspond with the amount worked out by the contractor, shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

**In the event of no rate has been quoted for any item(s) then the rate for such item(s) will be considered as zero and the tender will be decided accordingly. It will be presumed that the contractor has included the cost of this/ these item(s) in other item(s).**

11. In case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the work Rs..... Should be written before the figure of Rs. and word 'P' after the decimal figures, e.g. Rs.2.15 P and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to the two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the rate in words and it should not be written in the next line. All the rates, figures and amount should be legible.
13. The contractor whose tender is accepted, for works with estimated cost put to tender exceeding **Rs.15.00 Lakhs (Rupees Fifteen Lakhs)**, will be required to furnish an irrevocable PERFORMANCE GUARANTEE mentioned elsewhere in the Contract for his proper performance of the contract agreement, (not withstanding and / or without prejudice to any other provisions in the contract) **within 15 days of** issue of letter of Acceptance of Tender. **This guarantee shall be in the form of Fixed Deposit receipts or Guarantee Bonds of a Scheduled**

**Bank or State Bank of India. (Severally for each site calculated proportionately or single for all sites together)**

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

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

14. On acceptance of the tender, the name of accredited representative(s) of the contractor, who would be responsible for taking instructions from the Engineer-in-charge, shall be communicated in writing to the Engineer-in-Charge.
15. GST or any other tax on material in respect of the contact shall be payable by the Contractor and BSNL will not entertain any claim whatsoever in respect of the same.
16. 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.



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17. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has /have tendered for the same work. Failure to observe this condition would render, the tender of the contractors, tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor of appropriate class, must associate himself with agencies of appropriate class, which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
19. The contractor shall comply with the provision of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer(C), may in his discretion, without prejudice to any other right or remedy, available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the said Act.

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<b>PROFORMA OF SCHEDULES</b>				
<b>SCHEDULE "A"</b>				
"Schedule of Quantities (Enclosed)"				
<b>SCHEDULE "B"</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 ---				
<b>SCHEDULE "C"</b>				
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 ---				
<b>SCHEDULE "D"</b>				
<b>(Enclosed)</b>				
<b>SCHEDULE "E"</b>				
Schedule of component of Materials, Labour etc for escalation				
<b>NO ESCALATION ON MATERIAL AND LABOUR IS PAYABLE FOR THIS WORK. CLAUSE 10C FOR ESCALATION ON MATERIAL AND LABOUR STANDS DELETED BUT CLAUSE 10CA SHALL REMAIN APPLICABLE. CLAUSE 2A BONUS CLAUSE STANDS DELETED.</b>				
<b>CLAUSE 10 C</b>				
Component of Materials expressed as percent of Total Value of Work		<b>"X"</b>	<b>75%</b>	
Component of Labour expressed as percent of Total Value of Work		<b>"Y"</b>	<b>25%</b>	
Component of POL expressed as percent of Total Value of Work		<b>"z"</b>	<b>0%</b>	
<b>SCHEDULE "F"</b>				
(Reference to General Conditions of Contract )				
Name of Work	<b>Repair &amp; maintenance to 40 Mt NBLW tower foundation at Khajuria, Brahmagiri, Puri damaged by severe Cyclone "FANI" (6th Call).</b> <b>NIT No. 48/2019-20/BCD/SDE-III/BBSR</b>			
Estimated cost put to tender of the Work	<b>Rs. 88,828.00 (Rupees Eighty eight Thousand Eight Hundred Twenty Eight ) only</b>			
Earnest Money	<b>Rs. 1,777.00 (Rupees One Thousand Seven Hundred Seventy Seven ) only i</b>			
<b>Performance Guarantee</b> (5% of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs.15 Lakhs)	Rs.....***/-(Rupees .....***/only.			

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<b>Security Deposit</b> (10 % of the tendered value for works with estimated cost put to tender up to Rs.15 Lakhs) (5% of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. 15 Lakhs)	Rs.....***/-(Rupees .....***)only.
<b>GENERAL RULES AND DIRECTIONS</b>	
<b>Officer inviting tender</b>	EXECUTIVE ENGINEER(C), 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	100%
<b>Definitions</b>	See below
2(v) Engineer-in charge	EXECUTIVE ENGINEER(C), BSNL CIVIL DIVISION Bhubaneswar
2(viii) ) Accepting Authority	EXECUTIVE ENGINEER(C), BSNL CIVIL DIVISION Bhubaneswar
2(x) Percentage on cost of materials and Labour to cover all overheads and profit.	10 %
2(xi) Standard Schedule of Rates	DELHI SCHEDULE OF RATES- 2016 PUBLISHED BY CPWD with up to date correction slips as on the date of opening of tenders. However item rate in DSR 2016 with C.P. & overheads shall be limited to 10% only in place of 15%.
2(xii) Department	BSNL
9(ii) Standard BSNL Contract Form	BSNL W-8 (modified and corrected with up to date correction slips as on the date of opening of tenders)
<b>Clause 2</b>	
Authority for fixing compensation under Clause 2	Executive Engineer(C), BSNL Civil Division, Bhubaneswar
<b>Clause 2 A</b>	
Whether Clause 2A shall be applicable	<b>No. Clause 2A for bonus stands deleted</b>
<b>3A</b>	<b>Not applicable for this work</b>
<b>Clause 5</b>	
i) Time allowed for execution of work.	<b>30(Thirty)Days</b>
ii) Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer(C), BSNL Civil Division, Bhubaneswar
<b>6A</b>	<b>Not applicable for this work</b>
<b>Clause 7</b>	

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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.		<b>1<sup>st</sup> &amp; Final Bill</b>
<b>Clause 10</b>		TMT bars produced shall be from any of the producers stated below:- (a) TATA (b) SAIL (c) RINL(VIZAG)
<b>Clause 10 CA</b>		
Whether Clause 10 CA shall be applicable		YES
<b>Clause 11</b>		
Specification to be followed for execution of work.		CPWD Specifications 2009 Volume I to II with up to date correction slips as on the date of opening of tenders.
<b>Clause 12</b>		
12.2 and 12.3	Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not apply.	50%
<b>Clause 16</b>		
Competent authority for deciding reduced rates.		Executive Engineer(C), BSNL Civil Division Bhubaneswar
<b>Clause 25</b>		
Competent authority for conciliation		Superintending Engineer(C),O/o of the Chief Engineer ( C) BSNL Civil Odisha Zone, Bhubaneswar.
<b>Clause 36(i)</b>		
a)	Minimum qualification and experience required for Technical Staff for a work when cost of work is:	
i)	Rs.10 lakhs to Rs. 50 Lakhs.	Graduate Engineer with "NIL" experience or Diploma Engineer with five (5) years.
ii)	Rs.50 lakhs to Rs. 200 lakhs.	Graduate Engineer with Five (5) years experience.
iii)	Rs.200 lakhs to Rs. 500 lakhs.	Graduate Engineer with five (5) years ---One Principal Technical Representative. Graduate Engineer with "NIL" experience or Diploma Engineer with five (5) years experience--- Technical Representative.
b)	Recovery to be affected from the contractor in the event of not fulfilling the provisions of clause 36(i).	Rs.10000/- per month for Graduate Engineer with "NIL" experience and Rs.15000/- per month with five years experience. Rs.10000/- per month for Diploma Holders with 5 year experience.
<b>Clause 37(i)</b>		
	Extent of <b>GST</b> payable by <b>Contractor</b> for Building and Construction works/Repair & Maintenance works	<b>GST 18% applicable, Any increase/decrease in the rate of GST while making payment of bills will be adjusted accordingly. 100% of the applicable GST is payable by contractor.(Nothing is to be reimbursed to the contractor)</b>

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<b>Clause 42</b>		
i)	Schedule / statement for determining theoretical quantities of cement & bitumen on the basis of Delhi Schedule of Rates <u>2012</u> Printed by CPWD with up to date correction slips as on the date of opening of tenders.	
	Variation permissible on theoretical quantities	
a)	Cement for works with estimated cost put to tender	Permissible variation
	i) not more than Rs.5 Lakhs	3% minus
	ii) more than Rs.5 Lakhs	2% minus
b)	Steel reinforcement and structural steel sections for each diameter, section and category.	2% minus

### **Star prices to be considered for escalation & recoveries**

Sl. No	Material	Star Price (Rate in Figures and Words)
1	For Cement	<b>Rs. 6,400/- (Rupees Six thousand Four Hundred) only/M.T</b>
2	For Reinforcement Steel conforming to BIS 1786 -	<b>Rs.57,300/- (Rupees Fifty Seven thousand three hundred) only. /M.T</b>

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

Executive Engineer(C)  
BSNL Civil Division  
Bhubaneswar

## SCHEDULE 'D'

### **ADDITIONAL CONDITIONS AND SPECIFICATIONS**

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

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

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



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

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

## DNIT

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51. The work of water supply, internal sanitary installations and drainage work etc., shall be carried out as per local Municipal Corporation or such local body byelaws and the contractor shall produce necessary completion certificate from such authorities after completion of the work.
52. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.
53. The sanitary water supply and drainage pipes and fittings and other materials shall be of approved quality shall conform to the relevant C.P.W.D. specifications 2009 Vol. I to Vol. II with up to date correction slips and shall be I.S.I marked. The work shall be carried out without infringing on any of local Municipal byelaws.
54. The contractor shall procure steel reinforcement bars confirming to relevant BIS codes from main producers as approved by the Ministry of Steel.

## DNIT

<b>Name of Work: Repair &amp; maintenance to 40 Mt NBLW tower foundation at Khajuria, Brahmagiri, Puri damaged by severe Cyclone "FANI".</b>					
Item No.	Description of Item	Quantity	Unit	Rate	Amount
<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	8.00	One Cubic Metre		
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.	8.00	One Cubic Metre		
<b>Sub-Head : Concrete Work</b>					
3	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)	0.20	One Cubic Metre		
<b>Sub-Head : Reinforced Cement Concrete</b>					
4	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)	4.00	One Cubic Metre		
5	Centering and shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for mass concrete.				
a)	Lintels, beams, plinth beams, girders, bressumers and cantilevers.	6.00	One Square Metre		
b)	Columns, Pillars, Piers, Abutments, Posts and Struts.	18.00	One Square Metre		

## DNIT

6	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.	280.00	One Kilogram		
7	Smooth finishing of the exposed surface of RCC work with 6mm thick cement mortar 1:3 (1 Cement : 3 Fine sand)	25.00	One Square Metre		
	<b>Sub-Head : MISCELLANEOUS</b>				
8	Demolishing R.C.C. work of richer specification (1:1.5:3) by mechanical means with breaker with generator etc including stacking of old damaged steel bars, old damaged foundation bolt inside the RCC and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	4.50	One Cubic Metre		
9	Disposal of dismantled concrete by mechanical means, including head loading, transporting, unloading at beyond the locality as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	4.50	One Cubic Metre		
10	Carriage of anchor bolts, templates, nuts guide angle and baseplates 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.	1.00	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. (Templates and anchor bolts, nuts and washers will be supplied by the department).	1.00	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.	1.00	One job		
13	Credit to the agency for recovered old and damaged anchor bolts, templates, nuts and reinforcement etc as per direction of E.I.C.	200.00	One Kilogram		

## DNIT

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 from the existing earthing strips shall be connected with each other with G.I. nuts and bolts after placing lead strips/lead wool of 90x5x1mm 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 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>	8.00	mtr		
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**For & on behalf of the Bharat Sanchar Nigam Limited**

CONTRACTOR

Executive Engineer(C)  
BSNL Civil Division  
Bhubaneswar