



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

**TENDER DOCUMENT**

**Name of the work: - Repair of Tile Flooring in Room No-404 of TERM Cell in  
4th floor of Door Sanchar Bhawan, Bhubaneswar**

**NIT No. : 70/2018-19/BCD/EP/BBSR.**

Name of Contractor: -----

Last date of Receipt of Application : **15.03.2019** upto 16.00 hrs

Cost of tender: **Rs. 177 /-(Rupees one hundred seventy seven only) including GST  
(Non- refundable)**

Date of opening: **18. 03.2019** at **15:30 hours**

**Certified that this tender document contains 24 (Twenty Four) pages**

Sub-Divisional Engineer (Civil)  
BSNL Civil Sub-Division-II  
Bhubaneswar.

# DNIT

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## I N D E X

Name of the work: - **Repair of Tile Flooring in Room No-404 of TERM Cell in 4th floor of Door Sanchar Bhawan, 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.
3. Submission of tender:- The Earnest money, tender document cost, Eligibility credentials including proof of GST registration ,PAN number 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 up to the extent mentioned in Schedule-F), and charges such as Insurance, transportation, royalty, seignior age 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.
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

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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.
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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>

**CONTRACTOR**

**SDE (Civil)**

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### **IMPORTANT INSTRUCTIONS TO TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEB**

The tenderers who have down loaded the tenders from the web, should read the following important instructions carefully before actually quoting the rates and submitting the tender documents:-

1. The tenderer should see carefully and ensure that the complete tender document including schedule of quantity as per the index given on page '2' has been down loaded and there are **24 (Twenty Four) pages** in all in the tender document.
2. The printout of tender document should be taken on 12" paper only and the printer settings etc are such that document is printed as appearing in the web and there is no change in formatting, number of pages etc.
3. The tenderer should ensure that **no page** in the down loaded tender document is **missing**.
4. The tenderer should ensure that all pages in the down loaded tender document are **legible and clear** and are printed on a good quality paper.
5. The tenderer should ensure that every page of the downloaded tender document is **signed by tenderer with stamp (seal)**.
6. The tenderer should ensure that the down loaded tender document is properly bound and sealed (wax sealed/ adhesive tape sealed) before submitting the same.
7. The loose / spiral bound tenders not properly wax/adhesive tape sealed shall be rejected out-rightly.
8. In case of any correction/addition/alteration/omission in the tender document, it shall be treated as non-responsive and shall be rejected.
9. The tenderer shall furnish a declaration to this effect that no addition/ deletion/corrections have been made in the tender document submitted and it is identical to the tender document appearing on Web site.
10. The tenderer should read carefully read and **sign the declaration given on the next page** before submitting the tender.
11. The cost of tender (if not paid earlier) should be submitted along with the EMD as detailed in NIT through separate instruments.
12. In case of any doubt in the down loaded tender, the same should be got clarified from the office of the **Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division-II, Bhubaneswar** before submitting the tender.
13. All tendered rates shall be inclusive of all taxes and levies **[up to the extent mentioned in Schedule-F under Clause-37(i)]**, payable under respective statutes. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor. However, no penal charge levied by the concerned department on the contractor will be reimbursed.

**CONTRACTOR**

**SDE (Civil)**

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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 SDE(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:

**CONTRACTOR**

**SDE (Civil)**



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

**NIT No: 70/2018-19/BCD/EP/BBSR. dated 11/03/2019**

1.0 The Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division-II, 4<sup>th</sup> floor, Door Sanchar Bhawan, , Unit-IX, Bhubaneswar invites for and on behalf of Bharat Sanchar Nigam Limited properly bound and sealed (wax sealed / adhesive tape sealed) item rate tender / e-tender for the following work(s) from those eligible contractors from the approved list of BSNL, DOT, DOP, CPWD, MES, Railways, State PWD( R&B) & other allied departments of State govt., which are eligible to tender in the state PWD Building works. Central & State PSUs shall also be eligible to tender under usual terms and conditions.

Sl. No	Name of Work	Estimated Cost put to tender (in Rs.)	Earnest Money (in Rs.)	Cost of tender document in Rs.	Completion time
1.	Repair of Tile Flooring in Room No-404 of TERM Cell in 4th floor of Door Sanchar Bhawan, Bhubaneswar.	<b>37961.00</b>	<b>760.00</b>	<b>177/- i/c GST</b>	<b>15(Fifteen) days.</b>

1.1 The contractors shall submit attested copy of valid registration certificate with the appropriate authority and self attested copies of PAN Number, GST number certificates/ testimonials from the Departments concerned, while applying for issue of tender papers from the office of SDE(C), BSNL Civil Sub-Division-II, Bhubaneswar or while submitting tender obtained by downloading from the website [www.odisha.bsnl.co.in/](http://www.odisha.bsnl.co.in/). No experience condition is 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.**

2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. **BSNL W-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 6. 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 **15(Fifteen) days** and shall be reckoned from **third** 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:-NA

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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 **15.03.2019** up to 16:00 hours

ii) Last date of issue of tender forms **16.03.2019** up to 16:00 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 **SDE (C), BSNL Civil Sub-Division-II, Bhubaneswar** between 11:00 hours & 16:00 hours from **12.03.2019 to 16.03.2019** every day except on second Saturday, Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from SDE(C) office, during the hours specified above on payment of the following:

i) **Rs. 177/- in cash ( Rs 150.00 + GST Rs 27.00)** 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 760.00 (Rupees Seven Hundred Sixty) 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 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 lakhs) or Rs 25 lakhs, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.

iii) 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 shall not be adjusted towards earnest money. The "Cost of tender" and "Earnest money" should be submitted through separate instruments.**

7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at Para 9 below, will be received by the **SDE (C), BSNL Civil Sub-Division-II, Bhubaneswar** up to 15:00 Hrs. on **18.03.2019** 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 of Tile Flooring in Room No-404 of TERM Cell in 4th floor of Door Sanchar Bhawan, Bhubaneswar."**



### **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 number, GST clearance, 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 number, GST Clearance ,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 Sub-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.
- 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

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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.

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

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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.
- In case of works having **estimated cost put to tender Rs.15,00,000/-** and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, be required to furnish **performance guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee(severally for each site calculated proportionately or single for all sites together)** of requisite amount to the Engineer-in-charge in the Proforma annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and 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: -
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender and as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

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- b) Standard BSNL W-8 as on website [www.odisha.bsnl.co.in/tenders](http://www.odisha.bsnl.co.in/tenders).
- c) 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 & NEFT wherever applicable as detailed below:
- (a) In cities / areas where ECS/NEFT facility is provided by Banks, the tenderer must have Account in such ECS/NEFT 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/N NEFT 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 Sub-Divisional Engineer ©  
BSNL Civil Sub-Division-II 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 II, Bhubaneswar.**

**Item Rate Tender & Contract for Works**

(A) Tender for the work of: **Repair of Tile Flooring in Room No-404 of TERM Cell in 4th floor of Door Sanchar Bhawan, Bhubaneswar.**

To be submitted by 15:00 hours on **18.03.2019** to SDE© (C), BSNL Civil Sub-Division-II, Bhubaneswar.

(i) To be opened in presence of tenderers who may be present at 15:30 hours on **18.03.2019** in the office of SDE(C), BSNL Civil Sub-Division-II, Bhubaneswar.

(ii) Issued to: -----

(Contractor)

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

Designation: SDE (C), BSNL Civil Sub-Division-II, 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 **Rs .....**(Rupees .....) **only** 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 agree that, in case of works of **estimated cost put to tender exceeding Rs. 15, 00,000/-**, to deposit an amount equal to 5% of Tendered value of the work as performance guarantee **(severally for each site calculated proportionately or single for all sites together)** in the form of bond of any Scheduled Bank of India in accordance with the proforma prescribed or in the form of Fixed Deposit Receipt etc., within 15 days of the issue of letter of acceptance of Tender by the BSNL. I / We am/are aware that in the event of failure on my/our part to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.

I / We hereby intimate that for receiving payments I/We have an account in \_\_\_\_\_ Bank with account No. \_\_\_\_\_ where the ECS/NEFT 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 proportionately 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 : .....

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

The above tender, as modified by you (Contractor) and as provided in the letters mentioned hereunder, is accepted by me for and on behalf of BHARAT SANCHAR NIGAM LIMITED for a sum of Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) The letters referred to below shall form part of this Contract Agreement:

(a)

For & on behalf of BSNL

Signature: .....Dated : .....

Name and designation .....

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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>Additional conditions &amp; specifications if any. Nil.</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 of Tile Flooring in Room No-404 of TERM Cell in 4th floor of Door Sanchar Bhawan, Bhubaneswar</b>			
Estimated cost put to tender of the Work	<b>Rs 37961.00 (Rupees Thirty Seven Thousand Nine Hundred Sixty One) only.</b>			
Earnest Money	<b>Rs 760.00 (Rupees Seven Hundred Sixty) only</b>			
<b>Performance Guarantee</b> (5% of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs.15 Lakhs)	Rs.....** ...../- (Rupees .....** .....) only.			

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<p><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)</p>	<p>Rs.....***/- (Rupees .....***/- only).</p>
<b>GENERAL RULES AND DIRECTIONS</b>	
<b>Officer inviting tender</b>	SUB-DIVISIONAL ENGINEER(C), BSNL CIVIL SUB-DIVISION-II, 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	SUB-DIVISIONAL ENGINEER(C), BSNL CIVIL SUB-DIVISION-II Bhubaneswar
2(vii i) Accepting Authority	SUB-DIVISIONAL ENGINEER(C), BSNL CIVIL SUB-DIVISION-II 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>15(Fifteen) Days</b>



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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>		
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		NO.
<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.	100%
<b>Clause 16</b>		
Competent authority for deciding reduced rates.		Superintending Engineer(C), BSNL Civil Odisha Zone, Bhubaneswar
<b>Clause 25</b>		
Competent authority for conciliation		Superintending Engineer(C), BSNL Civil Circle, Sambalpur.
<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.

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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>		
	<i>Extent of service tax stands modified to the Extent of GST payable by Contractor for Building and Construction works.</i>	As per rules applicable as on last date of submission of tender. The rate shall be inclusive of the GST liable to be paid by the contractor.
<b>Clause 42</b>		
i)	Schedule / statement for determining theoretical quantities of cement & bitumen on the basis of Delhi Schedule of Rates 2016 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</b>
2	For Reinforcement Steel conforming to BIS 1786 -	<b>Rs.57,300/-(Rupees Fifty seven thousand three hundred) only.</b>

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

Sub-Divisional Engineer(C)  
BSNL Civil Sub-Division-II  
Bhubaneswar.

### **SPECIAL CONDITIONS FOR COMPLYING WITH THE GST LAW WHICH HAS COME INTO FORCE WITH EFFECT FROM 01/07/2017.**

1. The Goods and service tax, hereinafter referred to as GST, has been implemented by the Government of India with effect from 1<sup>st</sup> July 2017. The rates quoted by the Contractor shall be inclusive of GST as applicable as on date. The GST component on the Contractor's bill paid to him by BSNL, shall be payable, as per extant rules, only to those Contractors who submit the details of GST registration to BSNL. Any further amendment notified by GOI in GST rules during the currency of the agreement shall also be applicable without any separate notice.
2. With the implementation of GST the service tax stands subsumed in GST. There will not be any reimbursement of Service tax and the Clause 37 of GCC 2006 stands modified accordingly. Income tax TDS, TDS towards GST, workers welfare cess deductions & other statutory deductions etc shall be made at source as per the prevalent laws.
3. The Contractor shall comply with the Central Goods and service tax Act, 2017, Integrated Goods and service tax Act, 2017, the relevant SGST and UTGST Acts and the rules framed thereunder and as amended from time to time. The Contractor shall get himself registered and get the registration code from the relevant authorities as per the provisions of the Act.
4. The Contractor shall indemnify and keep indemnified BSNL against any loss of input tax credit, **hereinafter called ITC**, caused to BSNL in case where the Contractor gets black listed by the GST authorities during the tenure of the BSNL contract either due to his own default or for any other reason whatsoever. BSNL would not be able to avail ITC in case the Contractor is GST black listed i.e has poor compliance rating.
5. The Contractor should furnish the correct **HSN/ SAC code** in his tax invoice. If the credit for duties, taxes and cesses under provisions/ rules under GST law is found to be not admissible at any stage owing to wrong furnishing of tariff head, then the Contractor will be liable to refund such non-admissible amount, if already paid, along with penalty and interest, if charged, by the concerned authority.
6. BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification etc from the CGST/ SGST/ IGST authority where the HSN or SAC Classification furnished against the particular contract by different bidders differ from each other or the same is found apparently not furnished in accordance to the GST act and/or rules framed thereunder.
7. If the Contractor fails to furnish necessary supporting documents i.e tax invoices etc. in respect of the duties, taxes and cesses which are eligible for ITC, the amount pertaining to such duties, taxes and cesses will be deducted from the payment due to the Contractor.
8. If the Contractor fails to perform necessary compliances which would in any manner restrict BSNL to claim ITC, then the amount pertaining to such duties, taxes and cesses will be deducted from any payment due to the Contractor.
9. Contractor shall be responsible for timely issuance and delivery of Invoice/ Debit note/ Credit note to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

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## PROFORMA FOR AGREEMENT (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF ----- DATED

Between M/s \_\_\_\_\_ (refer note) in the town of \_\_\_\_\_ hereinafter called the contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) on the one part and the Bharat Sanchar Nigam Limited hereinafter called the BSNL (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) on the other part

### WHEREAS

- a. The BSNL is desirous that the construction of \_\_\_\_\_ at \_\_\_\_\_ should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special Conditions of the Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, has called for Tender.
- b. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and grounds, the form and nature of the site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and waterthereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- c. The tender documents including the BSNL's Press Notice Inviting Tender, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and rates, General obligations, Specifications, Drawings, plan, time schedule for completion of work. Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.

### AND WHEREAS

The BSNL accepted the tender of M/s----- (refer note -----) (Contractor) for the construction of ----- at ----- and conveyed vide letter No. ----- dated ----- at the rates stated in the Schedule of quantities for the work and accepted by the BSNL (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract.

### **NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS.**

1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby convenient with the BSNL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at

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**PROFORMAS**

**BSNL**

the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND

2. In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

3. **"The contract is subject to the jurisdiction of Court at Bhubaneswar only." (Where the NIT/Tender has been issued)**

It is specifically and distinctly understood and agreed between the BSNL and the contractor that the contractor shall have no right, title or interest in the site made available by the BSNL for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the BSNL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

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

Signed and delivered for and on behalf of BSNL

Signature and delivered for and on behalf of the contractor

(Bharat Sanchar Nigam Ltd)  
Official address

(Contractor)

Date

Date

Place

Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE

SIGNATURE

NAME

NAME

### For Proprietary Concern

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

### For Partnership Concern

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

- i) Shri .....s/o....., And  
ii) Shri .....s/o.....etc..

### For Companies

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

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SCHEDULE "A"						
SCHEDULE OF QUANTITIES						
Name of the work : <b>Repair of Tile Flooring in Room No-404 of TERM Cell in 4th floor of Door Sanchar Bhawan, Bhubaneswar.</b>						
Sl. No.	Description of Item	Quantity		Rate (Rs)	Unit	Amount(Rs )
<b>Sub-Head : Dismantling and Demolishing</b>						
1	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead.					
a)	For thickness of tiles 10 mm to 25 mm	29.00	Sq m		One Square Metre	
<b>Sub-Head : Flooring</b>						
3	Grouting the joints of flooring tiles having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade(0.10 kg of hardener and 0.20 kg of resin per kg), including filling/grouting and finishing complete as per direction of Engineer-in-charge.					
a)	Size of Tile 600x600 mm	4.00	Sq m		One Square Metre	
4	Providing and laying Vitrified tiles in floor with different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS:15622 , of approved brand & manufacturer in all colours and shade, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS : 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately).					
a)	Size of Tile 600x600 mm	10.00	Sq m		One Square Metre	

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<b>Sub-Head : Finishing</b>						
5	Distemping with 1st quality acrylic distemper, having VOC (Volatile Organic Compound ) content less than 50 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour.					
a)	One coat.	45.00	Sq m		One Square Metre	
6	Painting with synthetic enamel paint, having VOC (Volatile Organic Compound) content less than 150 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour.					
a)	One coat.	3.00	Sq m		One Square Metre	
<b>Sub-Head : LMR ITEMS</b>						
7	Laying available recovered vitrified floor tiles in different sizes with cement based high polymer modified quick set tile adhesive (water based) conforming to IS : 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately when tiles are laid with spacers). This item does not include the cost of tiles.					
	(a) Size of tile 600x600 mm	1.60	Sq m		One Square Metre	

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8	Laying available recovered vitrified tiles in different sizes in skirting, riser of steps, with cement based high polymer modified quick set tile adhesive (water based) conforming to IS : 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately). This item does not include the cost of tiles.					
	(a) Size of tile 600x600 mm	17.00	Sq m		One Square Metre	
Grand Total :						

CONTRACTOR

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

Sub-Divisional Engineer(C)  
BSNL Civil Sub-Division-II,  
Bhubaneswar.