

**(BHARAT SANCHAR NIGAM LIMITED (NOTICE INVITING TENDER)  
(CIVIL WING)**

SI.No.	Name of work	Estimated cost.(Rs.)	EMD (Rs).	Time	NIT No.
01	Repairing and Internal painting and miscellaneous civil work in CSC at Doorsanchar Bhawan Rourkela.	12,424.00	NIL	15(Fifteen) Days	Division NIQ No: - 214-28-18-02 Date: 18.09.2018

A/A & E/S Reference	ARMO
T/S No.	TCSDR/I(96)/219

Tender paper cost (Non refundable)	NIL	
Last Date of receipt of application :-	08.10.2018	(Up to 04.00 PM)
Last Date of tender paper sale :-	09.10.2018	(Up to 04.00 PM)
Last Date of tender paper receipt :-	10.10.2018	(up to 3.00PM)
Date of opening :	10.10.2018	(after 3.30 PM)

**Sub-Divisional Engineer(C)  
BSNL Civil Sub-Division,  
Doorsanchar Bhawan,3<sup>rd</sup> floor,  
Rourkela-769001**



**BHARAT SANCHAR NIGAM LIMITED**

**Division NIQ No: - 214-28-18-02**

**Date: - 18.09.2018**

**QUOTATION**

Name of Work: **Repairing and Internal painting and miscellaneous civil work in CSC at Doorsanchar Bhawan Rourkela.**

Name of the Quotationer:.....

Signatures of officer issuing document:.....

Designation:-.....

Date of Issue:-.....

BSNL Civil Sub-Division  
Rourkela

BHARAT SANCHAR NIGAM LTD.  
(A GOVT. OF INDIA ENTERPRISE)  
OFFICE OF THE SUB-DIVISIONAL ENGINEER (CIVIL)  
3<sup>RD</sup> FLOOR, DOOR SANCHAR BHAWAN,  
ROURKELA-769001.

**NOTICE INVITING QUOTATION**

**Division NIQ No: - 214-28-18-02**

**Date: - 18.09.2018**

1. The Sub-Divisional Engineer (Civil), BSNL Civil Sub-division, Rourkela invites on behalf of the Bharat Sanchar Nigam Ltd. wax sealed item rate Quotations for the following work from professional experts those have completed the works of same nature satisfactorily.

Sl.No.	Name of works.	Estimated cost.	Time allowed.	Last date of receipt of application.	Last date of issue of Quotation Documents.	Time & date of opening of Quotation.
1.	Repairing and Internal painting and miscellaneous civil work in CSC at Doorsanchar Bhawan Rourkela.	12,424.00	15(Fifteen) Days	08.10.2018	09.10.2018	10.10.2018

1.1

The Contractors shall submit attested copy of valid registration certificate with the appropriate authority, while applying for issue of quotation papers in the prescribed format for the work either obtained from the office of Sub-Divisional Engineer(C), BSNL Civil Sub-Division Rourkela or by downloading from the website [www.orissa.bsnl.co.in/](http://www.orissa.bsnl.co.in/) The Contractor shall have valid registration certificate with EPF authorities, if required as per note below, while applying for participation in quotation.

Rules of enlistment of Contractor in BSNL 2009 are applicable.

**Note: For works having estimated cost above Rs 5.00 lakhs, the agency is mandatorily required to have registration with EPF authorities.**

1.2 For quoting for this work no experience is required.

1.3 Agreement shall be drawn with the successful quotationer on the prescribed Form No. PWD -11, which is standard form for Government of India PWD for work orders. Quotationers shall quote his rates as per various terms and conditions of the said form, **(In case "Quotation Documents" are downloaded from BSNL Website in which rates/percentage are to be quoted should be properly bound and wax sealed)** which will form part of the agreement.

1.4 The time allowed for carrying out the work will be as per para 1 from the **1st day** after the date of issue of letter of award of work or from the first day of handing over of the site, whichever is later.

1.5 The site for the work is available.

1.6 The last date of receipt of applications for issue of quotation forms (In prescribed format/ can also be downloaded from BSNL Website [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in/)) and date of issue of quotation forms will be as follows:

I) Last date of receipt of application: **08/10/2018 up to 16.00 Hrs.**

II) Last date of issue of quotation forms: **09/10/2018 up to 16.00 Hrs**

Quotation document consisting of plans & specifications, if any, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be

complied with by the Contractor whose quotation may be accepted and other necessary documents, can either be down loaded from the BSNL **Tender website**. Quotation documents, excluding standard form PWD-11, can be issued from his office, during the hours except holidays **up to 04.00PM on 09.10.2018**.

Quotations, which should always be placed in sealed envelope, will be **received by** the office of Sub-Divisional Engineer (Civil), Bharat Sanchar Nigam Limited, BSNL Civil Sub-Division Rourkela **up to 1500 Hrs. on date 10.10.2018** and will be **opened** by him or his authorized representative in his office on the same day at **1530 Hrs**.

- 1.7 Quotationers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A quotationer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The quotationer shall be responsible for arranging and maintaining at his own cost all materials tools and plants, water, electricity, access facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the quotation documents.
- 1.8 The competent authority on behalf of Bharat Sanchar Nigam Limited does not bind himself to accept the lowest or any other quotation, and reserves to himself the authority to reject any or all of the quotations received without the assignment of a reason. All quotations, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the quotationer, shall be summarily rejected.
- 1.9 The competent authority on behalf of the Bharat Sanchar Nigam Limited reserves with himself the right of accepting the whole or any part of the quotation and the quotationer shall be bound to perform the same at the rate quoted.
- 2.0 This NIQ shall form a part of the agreement. The contract shall be deemed to have come into effect on issue of letter of acceptance of the quotation. On issue of letter of award, the successful Quotationer/ Contractor shall, within **07 days** from such date, formally sign the agreement consisting of:
  - a) The Notice Inviting Quotation, all the documents including additional conditions, specifications and drawings, if any, forming part of the quotation, and issued at the time of invitation of quotation and acceptance thereof together with any correspondence leading thereto.
  - b) Terms and conditions of the work order forming part of the quotation.
- 2.1 Bill shall be paid only after:
  - a) Signing of the Agreement/ Contract by both the parties.
- 2.2 The Engineer-in-charge of the work will accept or reject the work executed according to his judgment.
- 2.3 The work order can be cancelled and the work stopped at any time by the Engineer-in-charge of the work, or by any officer superior to him in authority. Similarly, the Contractor is at liberty to cease the work at any time.
- 2.4 The work shall be executed strictly according to the specification attached, if any, or strictly as per specifications provided in the nomenclature of the items themselves.
- 2.5 The quotationer shall furnish a declaration to this effect (In case of downloaded tender) that no addition / deletion / correction have been made in the quotation document submitted and it is identical to the document appearing on website. Every page of downloaded quotation shall be signed by the quotationer with stamp (Seal) of his firm/ organization.
- 2.6 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.

- 2.7. All Quoted rates shall be inclusive of all taxes and levies including Service Tax up to the extent mentioned in Schedule-Funder Clause-37(i) **(50%of total Service Tax asper notification Issued byMinistry of Finance, Govt. of India vide notification no. 30/ 2012 Service Tax dated 20.06.2012)** 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. In case of non-service tax payee Contractors the quoted rates shall be **discounted** by Service Tax up to the extent mentioned in Schedule-Funder Clause-37(i) for all purposes.

Sub-Divisional Engineer (Civil)  
BSNL Civil Sub-Division  
Rourkela

For and on behalf of the Bharat Sanchar Nigam Limited

**No: TCSDR/II(29)/Quotation/ 221**

**Dated at RKL- 29 / 09/2018**

**Copy to: - For display on Notice board for wide publicity: By FAX / POST**

1. The General Manager, BSNL SSA Rourkela
2. The Superintending Engineer(C ),BSNL Civil Circle.Sambalpur
3. The E.xecutive Engineer (C), BSNL Civil Division, Sambalpur.
- 4-5. Notice Board / NIQ copy

Sub-Divisional Engineer (Civil)  
BSNL Civil Sub-Division,  
Rourkela

## **: TERMS & CONDITIONS OF WORK ORDER :**

- 1- The Officer-in-charge of the work will accept or reject the work executed according to this judgment. The officer-in-charge means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the agreement on behalf of the BSNL. The BSNL shall mean Bharat Sanchar Nigam Limited, a Government of India enterprise, having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-01.
- 2- This order can be cancelled and the work stopped at any time by the Officer-in-charge of the work or by any officer superior to him in authority. Similarly, the contractor is at liberty to cease work at any time. The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- 3- The work shall be executed strictly according to the specification attached or as specified in the item.
- 4- Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specification, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Chief engineer, BSNL Odisha Civil Zone, in-charge of the work at the time of dispute or if there be no Chief Engineer, the administrative head of the said BSNL at the time of such appointment. It will be no objection to any such appointment that the arbitrator so appointed is a government servant, that he had to deal with the matters to which the contract relates and that in the course of his duties as government servant he had expressed views on all or any of the matters in dispute of difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Chief Engineer or administrative head as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance, with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chief Engineer or administrative head of the BSNL as aforesaid should act as arbitrator and, if for any reason, that is not possible, the matter is not to be referred to arbitration at all. Subject as aforesaid, the provisions of the Arbitration and reconciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there-under and for the time being in force shall apply to the arbitration proceeding under this case.
- 5- All work executed shall be paid for according to measurements taken by or under the orders of the Officer-in-charge of the work and not according to the quantity given in any estimate. Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the Officer-in-charge of the work (1) authorization in the form of legally valid document such as a power-of-attorney conferring authority on the bank to receive payment, and (2) his own acceptance of the correctness of the account made out as being due to him by BSNL or his signature on the bill or other claim referred against BSNL before settlement by the Officer-in-charge of the account or claim by payment to the bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should, wherever possible, present his bills duly receipted and discharged through his bankers. Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the BSNL.
- 6- If the contractor or his work people or servants shall break, deface, injure or destroy any building, road, road kerbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated ground contiguous to the place where the work is being executed, the contractor shall make good the same at his own expense, and in the event of his refusing or failing to do so, the damage shall be repaired at his expense by the Officer-in-charge, who shall deduct the cost from any sums due, or which may become due to the contractor.
- 7- No labourer below the age of fourteen years shall be employed on the work.
- 8- Fair Wage Clause (a). The contractor shall pay not less than fair wage to laborers engaged by him on the work. "Fair wage" means wage whether for time or price work notified at the time of inviting tenders/quotations for the work and where such wages have not been so notified, the wages prescribed the Central Public Works Department for the district in which the work is done.

(b)-The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to laborers indirectly engaged on the work including any labor engaged by his sub-contractors in connection with the said work, as if the laborers had been immediately employed by him.

(c)- In respect of all labour directly or indirectly employed in the works or the performance of the contractors' part of this agreement; the contractor shall comply with or cause to be complied with the Central Public works Department Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage-register, wage-cards publication of scale of wages and other terms of employment, inspections and submission of periodical returns and all other matters of a like nature.

(d)- The Executive Engineer or sub-divisional Officer concerned shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his/their wages, which are not justified by their terms of the contract or non-observance of the Regulations.

(e)- Vis-à-vis the BSNL, the contractor shall be primarily liable for all payments to be made under and for observation of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

(f)- The Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

8A- In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of the agreement the contractor shall at his own expense, arrange for the safety provision as per BSNL safety code framed from time to time and shall be at his own-expense provided for all facilities in connection therewith .In case the contractor fails to make arrangement and provide arrangement and provide necessary facilities as aforesaid he shall be liable to a pay penalty of **Rs.50/-** for each default and in addition, the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

**Safety code-**(i)- Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot-holds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to  $1\frac{1}{2}$  horizontal and 1vertical).

(ii)- Scaffolding or staging more than 12' above the ground or floor, swung or suspended from an overhead support or erected with masonry support shall have a guard rail properly attached bolted, braced, and otherwise secured at least 3 feet high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

(iii)- Working-platform, gangways, and Stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the Stairway is more than 12feet above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fenced, as described in (ii) above.

(iv)- Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3'-0'.

(v)- Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 30feet in length while the width between side rails in rung ladder shall in no case be less than 11-1/2" for ladder upto and including 10feet in length. For longer ladder this width should be increased at least  $\frac{1}{2}$  for each additional foot of length. Uniform step spacing shall not exceed 12". Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work

shall be so stacked or placed as to cause danger or inconveniences to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and action or proceeding to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

- (vi)- Excavation and Trenching- All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 100 feet in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 3 feet above the surface of the ground. The side of the trenches which are 5 feet or more in depth shall be stopped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 5 feet of the edge of trench or half of the depth of the trench which-ever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- (vii)- Demolition- Before a demolition work is commenced and also during the process of the work:-
  - (a)- All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (b)- No electric cable or apparatus which is liable to be a source of danger over a cable of apparatus used by the operator shall remain electrically charged.
  - (c)- All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or the part of the building shall be so overloaded with debris or materials as to render it unsafe.
- (viii)- All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
  - (a)- workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - (b)- Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
  - (c)- Those engaged in welding works shall be provided with welders protective eye-shields.
  - (d)- Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - (e)- When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
  - (f)- The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever then above the age 18 are employed on the work of lead painting, the following precautions should be taken.
    - (i)- No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
    - (ii)- suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
    - (iii)- Overalls shall be supplied by the contractors to the working men and adequate facilities shall be provided to enable the working painters to wash during and cessation of work.
- (ix)- When the work is done near any place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.
- (x)- Use of hoisting the machine and tackle including their attachments anchorage and supports shall conform to the following standard or conditions:-



- 1-(a)- These shall be of good mechanical constructions, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
- (b)- Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- 2- Every crane driver or hoisting appliance operator shall be properly qualified and no person under an age of 21 years should be in-charge of any hoisting machine including any scaffold wrench or give signals to the operator.
- 3- In the case of every hoisting machine and of every chain ring hook, shackle survel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load of the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the, safe working load except for the purpose of testing.
- 4- In case of departmental machine, the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractors' machines the contractors shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the electrical Engineer concerned.

xi- Motors, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precaution should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulating mats, working apparel, such as gloves, sleeves, and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

xii- All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

xiii- These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

xiv- To ensure effective enforcement of the rules and regulations relating to safety precaution, the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineer-in-charge of the department or their representatives.

xv- Notwithstanding the above clauses from (i) to (xiv) there is nothing in these to exempt the contractor.

8B- The contractor shall submit by the 4<sup>th</sup> and 19<sup>th</sup> of every month, to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month, respectively, (1) the number of labourers employed by him on the work. (2) Their working hours. (3) the wages paid to them. (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (5) the number of female workers who have been allowed Maternity benefit according to clauses 12 and the amount paid to them failing which the contractors shall be liable to pay to BSNL a sum not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the Executive engineer shall be final in deducting from any bill due to the contractor the amount levied as fine. 8C- In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangement of workers employed by the BSNL and its contractors.

8C- Maternity benefit rules for female workers employed by contractor---- Leave and pay during leave shall be regulated as follows:-

- 1- LEAVE---- (i)- In case of delivery- Maternity leave not exceeding 8 weeks: 4 weeks up to and including the day of delivery and 4 weeks following that day.
- (ii)- In case of miscarriage- Up to 3 weeks from the date of miscarriage.

- 2-PAY----- (i)- In case of delivery- Leave pay during maternity leave will be at the rate of the women's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of seventy –five paisa a day whichever is greater.
- (ii)- In case of miscarriage- Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of each miscarriage.

3- CONDITIONS FOR THE GRANT OF MATERNITY LEAVE---- No maternity leave benefit shall be admissible to a woman unless she has been employed for total period of not less than 4months immediately preceding the date on which she proceeds on leave.

8D- In the event of the contractor(s) committing a default or breach of any of the provision of the Central Public Works Department Contractors' Labour regulation and Model Rules for the protection of health and sanitary arrangement for the workers as amended from time to time or furnishing any information or submitting of filling any statement under the provision of the above regulation and Rules which is materially incorrect, he/they shall without prejudice to any other liability, pay to the BSNL a sum not exceeding Rs.50/- for every default, breach or furnishing, making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.50/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of Engineer-in-charge shall be final and binding on the parties.

8E- The contractor(s) shall at his/their own provide his/their labour with a sufficient number of huts (hereinafter referred to as the Camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-charge.

1- (a)- the minimum height of each hut at the eye level shall be 7 feet and the floor area to be provided will be at the rate of 30 Sq. ft. for each member of the worker's family staying with the labourer.

(b)- The contractor(s) shall in addition construct suitable cooking places having a minimum area of 6"x5" adjacent to the hut for each family.

(c)- The Contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less then four per each one hundred of the total strength, separates latrines and urinals being provided for woman.

(d)- The Contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 person residing in the camp. These bathing and washing places shall be suitably screened.

2- (a)- All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-charge. In case of sun dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plaster with mud gobri and shall be at least 6' above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the engineer-in-charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.

(b)- The Contractor(s) shall provide each hut with proper ventilation.

(c)- All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d)- There shall be kept an open space of at least 8 yards between the rows of huts which may be reduced to 20ft. according to the availability of site with the approval of the Engineer-in-charge, back to back construction will be allowed.

3- Water supply- The contractor(s) shall provide adequate supply of water for the use of labourers. The provision shall not be less than 2 gallons of pure and whole-some water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available supply shall be at stand posts, and where the supply is form wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost makes arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available and shall pay all fees and charges therefor.

4- The site selected for the camp shall be high ground, removed from jungle.

5- Disposal of Excreta- The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangements for the removal of the excreta through the Municipal committee/authority and inform it about the number of labourers employed so that arrangement may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

6- Drainage- The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

7- The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

8- Sanitation- The contractor(s) shall make arrangement for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical authorities.

9- In every case in which by virtue of the provision of section 12 sub-section (1) of the workmen's Compensation Act.1923 BSNL is obliged to pay compensation to a workman employed by the contractor, in execution of the works, BSNL will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the BSNL under section 12 sub-section(2) of the said Act, BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the BSNL to the contractor whether under the contract or otherwise. BSNL shall not be bound to contest any claim made against it under section 12, sub-section(1) of the said Act, except on the written request of the contractor and upon his giving to BSNL full security for all cases for which BSNL might become liable in consequence of contesting such claim.

10- (1)- Whenever any claim against the contractor for the payment of a sum or money arises out of or under the contract, BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any government promissory notes etc. forming the whole or part of such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance of the total sum recoverable as the case may be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with BSNL. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to BSNL on demand the balance remaining due.

(2)- Government shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in sub-clauses (1) of this clause or in any other manner legally permissible; and if as a result of audit and technical Examination it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, amount of such under payment shall be duly paid by BSNL to the contractor.

**PROVIDED-** that BSNL shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the superintending engineer or executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or Executive Engineer.

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## **TENDER SCHEDULE**

<b>N/W:- Repairing and Internal painting and miscellaneous civil work in CSC at Doorsanchar Bhawan Rourkela.</b>					
Sl.No.	Description of item	Quantity	Unit	Rate	Amount
1	Distemping with 1st quality acrylic distemper (ready mixed) of approved manufacturer, of required shade and colour complete, as per manufacturer's specification.				
a)	Two or more coats on new work.	80.00	Sqm		
2	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	100.00	Sqm		
3	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :				
a)	One or more coats on old work	10.50	Sqm		
4	Polishing on wood work with ready made wax polish of approved brand and manufacture :				
a)	Old work .	10.00	Sqm		
5	Distemping with 1st quality acrylic washable distemper (ready made) of approved manufacturer and of required shade and colour complete. as per manufacturer's specification.				
a)	One or more coats on old work.	140.00	Sqm		
6	Scrubbing and cleaning the floor with oxalic acid etc. complete as per direction of engineer-in-charge.(The rate includes the hire charges and transportation of machine and all operations.)	100.00	Sqm		



Sd/-  
SDE(Civil), BSNL Civil Sub-Division,Rourkela