

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise) (CIVIL WING)

NIT

Name of work: Providing bituminous/CC pavements road for Type III,Type IV and Type V Block in Taylors Road Staff Quarters Compound, Chennai-10 SW:- Supplying and fixing rubber speed breaker

NIT NO : 04 /BSNL CD FBR /CSD FBR /CH/2025-2026

Estimated cost put to tender : Rs. 59853.00

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<u>GENERAL GUIDELINES</u>

- 1. BSNL W-6, Abridged form BSNL W-8, Schedules A to F, Special conditions / specifications and drawings will be issued to intending tenderers only. The Standard Form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by the both parties after acceptance of tender. The standard forms shall be available in downloadable manner from the website <u>www.tamilnadu.bsnl.co.in</u> under the tab "Tenders/Civil"
- All blanks are confined to Notice Inviting Tender (BSNL W-6) and Schedule A to F
- 3. The Executive Engineer shall fill up all the blanks in BSNL W-6 and in Schedules B to F before issue of Tender Papers
- 4. The intending tenderers will quote their rates in Schedule A (BSNL-3)
- 5. The Proforma for registers and Schedules A to F are only for information and guidance. These are not be filled in the Standard Form. The Schedules with all blanks, dully filled, shall be separately issued to all intending tenderers for filling and returning the same in the manner prescribed. The Schedules can also be downloadedfrom website <u>www.tamilnadu.bsnl.co.in</u> under the tab "Tenders/Civil"

<u>B.S.N.L.</u>

<u>W-6</u>

BHARAT SANCHAR NIGAM LIMITED (A GOVERNMENT OF INDIA ENTERPRISE)

NOTICE INVITING TENDER

Item rate tenders are invited on behalf of BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible contractors of D.O.T/ BSNL, Non BSNL contractors, registered with Public Works Organizations like CPWD, Tamil Nadu State PWD, DOP, MES & Railways, who are having experience in similar nature of work, Name of work:- **Providing bituminous/CC pavements road for Type III,Type IV and Type V Block in Taylors Road Staff Quarters Compound, Chennai-10 SW:- Supplying and fixing rubber speed breaker**

The work is estimated to Cost Rs. 59853.00/- (Rupees Fifty nine thousand eight hundred and fifty three only)

GST Registration shall be mandatory for all the intending tenderers.

- 1.2. Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority.
- 1.2.1. Criteria of eligibility for issue of tender documents for non-BSNL registered contractors of public works organizations like CPWD, State PWD(B&R), PWD(Irrigation), State PWD/Highways, D.O.P, M.E.S & Railways only.
- 1.2.1.1. for works upto Rs 7lakhs NIL
- 1.2.1.2. for works above Rs 7lakhs and upto Rs 5 crores and all speciliased works irrespective of its cost, the applicant should have completed works as per details below during the last Seven years ending last day of the month previous to the one in which the tenders are invited.

a) Three similar completed works costing not less than the amount equal to 40% of estimated cost

b) Two similar completed works costing not less than the amount equal to 50% of estimated cost

or

or

c) One similar completed works costing not less than the amount equal to 80% of estimated cost

For the purpose of clause 1.2, similar works means "Any type of Civil building works/ Civil renovation works/ Building repair & Maintenance work/ tower foundation & erection works.)

2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL W 8, which is available as a BSNL Publication/ BSNL Web site <u>www.tamilnadu.bsnl.co.in</u> shall quote his rates as per various terms and conditions of the said form.

- 3.0 The time allowed for carrying out the work will be **Ten days** from the 3rd day from the date of issue of letter of acceptance of work, or from the first day of 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 shall be made available as specified below: Clear Site will be handed over on award of work.
- 5.0 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents along with Standard General Conditions of Contract Form can be seen on website www.tamilnadu.bsnl.co.in free of cost.
 - i) Last date of receipt of application 10.05.2025 up to 16.00 hours
 - ii) Last date of issue of tender forms 13.05.2025
- 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 the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL website www.tamilnadu.bsnl.co.in or be seen in the office of the Sub Divisional Engineer (Civil) BSNL Civil Sub Division –Flower Bazaar CTX Building No.01 NSC Bose Road Flower Bazaar TE Building Chennai 600001 between 11.00 hours. & 16.00 hours 17.05.2025 to 10.05.2025 every day except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of the following:
 - i) Rs 177 /- as cost of tender (Non-refundable) in cash or Demand Drafts / Pay Orders of a Scheduled Bank drawn in favour of BSNL, CHENNAI TELEPHONES EMD/TENDERCOST SHALL BE IN THE NAME OF TENDER PARTICIPANT ONLY
 - ii) The tender shall be accompanied by Earnest money of Rs. 1200.00/-(RUPEES One thousnad and thiryt only in cash (upto Rs. 2500/-only) /Banker's cheque/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 BSNL, CHENNAI TELEPHONES. EMD/TENDERCOST SHALL BE IN THE NAME OF TENDER PARTICIPANT ONLY

When amount of Earnest money is more than Rs. 5 lakhs, part of earnest money is acceptable in form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 Lakhs) or Rs. 25 lakh, 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.

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 Sub Divisional Engineer (Civil) BSNL Civil Sub Division -Flower Bazaar CTX Building No.01 NSC Bose Road Flower Bazaar TE Building Chennai 600001 Up to 15.00 Hrs on 14.05.2025 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 envelope 3, the envelope 1 containing the Earnest Money along with the cost of the tender as applicable and eligibility credentials 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.

7.1 The bid submitted shall become invalid and cost of bid shall not be refunded if:

(i) The bidder is found ineligible.

(ii) The bidder does not upload all the documents (including GST registration) as stipulated in the bid document.

(iii) any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.

7.2 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 debarred from tendering in BSNL for three years including any other action under the contract or existing law

8. The description of the work is **Providing bituminous/CC pavements road for Type III,Type IV and Type V Block in Taylors Road Staff Quarters Compound, Chennai-10 SW:-Supplying and fixing rubber speed breaker**

9. 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 credentials' shall be placed in Sealed envelope -

1. Marked "Earnest money plus cost of Tender and eligibility credentials".

9.1.2 The 'Tender' shall be placed in sealed envelope-2 and will be superscripted as "Tender"

9.1.3 The sealed envelope no 1 & 2 as above containing "Earnest money plus cost of Tender, Eligibility

Credentials" and the "Tender" shall be placed in another sealed envelope-3.

9.1.4 All the three envelopes shall be superscripted with following data on it.

- i) Name of work
- ii) Name of tenderer
- iii) Last date of receipt of tender **14.05.2025**

9.2 In case tender document is purchased from Division office

- 9.2.1: Earnest Money Deposit in required format or proof of payment of EMD(if paid in cash) and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1
- 9.2.2: Envelope no.2 will be as per Para 9.1.2.
- 9.2.3: The sealed envelopes 1 & 2 shall be placed in another sealed envelope no.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 the execution of work or after completion of the work, the contractor will

be debarred from tendering in BSNL for three years including any other action under the contract or existing law.

9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed

(wax sealed/ adhesive tape sealed). Loose/spiral bound submission (in case the tender is downloaded from website) shall be rejected out rightly. In case of any correction/addition/ alteration/ omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.

10. Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the abovementioned 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 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 tenderer 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 tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & plants, water, electricity, access facilities for workers and on 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 plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.

10. 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 assignment of a reason. 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.

11. 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.

12. 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 tender and the tenderer shall be bound to perform the same at the rate quoted. 13. 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 (UHF).
- (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-inlaw), 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 given in page No. 13 and should be signed by the tenderer.

The certificate in case of Proprietorship Firm shall be given by the proprietor; for Partnership Firm certificate shall be given by all partners and in case of Limited Company, by all Directors of the company. However, Government of India/Financial Institutions nominees and independent non-official part-time Directors appointed by Govt. of India or the Governor of the State are excluded from the purview of submission of this certificate while submitting tenders by Limited Companies.

Any breach of these conditions by the Company or Firm or any other person, the tender/work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage, whenever it is so noticed. BSNL will not pay any damages to the company or Firm or the concerned person but damages arising on account of such cancellation to be borne by the contractor. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned BSNL Civil Zone. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors or BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.

- 15. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India / State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
- 16. The tender for the work shall remain open for acceptance for a period of <u>30 Days</u> from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance /intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

- 17. In case of works having estimated cost below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled. In case of works of estimated to cost Rs.15,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender tender.
- 18. This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/ Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/Contractor shall, within 30 days from such date, formally sign the agreement consisting of: -
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard BSNL W-7/8 as on website <u>www.tamilnadu.bsnl.co.in</u>or www.tenderwizard.com/BSNL.
- c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
- 19. Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below: -
 - (a) In cities/areas where ECS/EFT facility is provided by Banks, the tenderer must have Account in such ECS/EFT facility providing Banks and that Bank A/c No shall be quoted in the tender by the tenderer.
 - (b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
 - (c) In case payment is made to outside branch i.e. tenderer is having back account not in the same place form where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
 - (d) The payments to contractors will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
- 20. First running account bill shall be paid only after
 - (a) signing of the Agreement/Contract by both the parties, and
 - (b) progress chart has been prepared as required under Clause 5 and approved by the competent authority.
- 21. If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of six months.

- 22. General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website <u>www.tamilnadu.bsnl.co.in</u> as well as in the Divisional/ Sub divisional Office.
- 23. 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 down loaded tender

shall be signed by the tenderer with stamp (seal) of his firm/ organization.

Signature and Name of Sub-Divisional Engineer

For & on behalf of the Bharat Sanchar Nigam Limited

BHARAT SANCHAR NIGAM LIMITED (A GOVERNMENT OF INDIA ENTERPRISE)

STATE-Tamilnadu

CIRCLE - BSNL Chennai Telephones

ZONE-BSNL Chennai TD

DIVISION - Division FLOWER BAZAAR SUB-DIVISION- Sub Division FLOWER BAZAAR

Item Rate Tender & Contract for Works

Name of Work:- Providing bituminous/CC pavements road for Type III, Type IV and Type V Block in Taylors Road Staff Quarters Compound, Chennai-10 SW:- Supplying and fixing rubber speed breaker

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

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

I/ We agree to keep the tender open for 30 Days from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/we withdraw my/our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

A sum of Rs. **1200**.**00** /- has been deposited in prescribed manner as earnest money. If I/We fail to commence the work specified I/We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of the Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We agree that, in case of works of estimated cost exceeding Rs 15,00,000/-, to deposit an amount equal to 5% of Tendered value of the work as performance guarantee in the form of bond of any Scheduled Bank of India in accordance with the proforma prescribed or in the form of Fixed Deposit Receipt etc., within 15 days of the issue of letter of acceptance of 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/EFT facility of e-payment is available.

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

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

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

"I/we agree that this contract is subject to jurisdiction of Court at Chennai <u>only</u>." (Where the NIT/Tender has been issued) Dated.....

Daled

Witness:
Address:
Contractor
Occupation:

()
Signature	of

Postal Address: -

.....

ACCEPTANCE

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

Rs	(Rupees	
)
The letters referred to (a)	below shall form part of this Contract	Agreement:-
(b)		
	For & on behalf of the Bharat	Sanchar Nigam Limited.
	Signature	
Dated	Name and designation	

No relatives in concerned BSNL zone certificate.

<i>"</i> ,	s/c	C			Shri
	R	esider	nt		of
hereb	y certify	that	none	of	my
relative (s) as defined above is/a	are empl	byed	in cor	iceri	ned
BSNL Civil Zone. In case at any	stage, i	t is fo	und tl	nat	the
information given by me is false/i	ncorrect,	BSNL s	shall ha	ave	the
absolute right to take any actior	as deer	ned fi	t witho	out	any
prior intimation to me".					

(_____)

Address:

Signature of Contractor

PROFORMA OF SCHEDULES

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

SCHEDULE "A" Schedule of Quantities (as per PWD-3)

SCHEDULE "B"

Schedule of Materials to be issued to the contractor

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

SCHEDULE "C"

Tools and Plants to be hired to the contractor

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

SCHEDULE "D"

DELETED

SCHEDULE "E" Schedule of component of Materials, Labour etc. for escalation.

CLAUSE 10

Component of Materials expressed as percent of Total Value of Work	" X "	75 %
Component of Labour expressed as percent of	"Y"	25 %

Total Value of Work

Component of Pe expressed as percent Total Value of Work SCHEDULE "F"		"Z"	0 %
and	viding bitumino Type V Block i	us/CC pavement n Taylors Road S	s road for Type III,Type IV Staff Quarters Compound, ing rubber speed breaker
	59853.00/- (Rupe and fifty three	-	housand Eight hundred
Earnest Money	Rs. 1200.00/- (Ru	pees One thous	and and two hundred only)
Performance Guarantee (5 % of the tendered value in the form of Bank Guarante from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. 15 Lakhs) Security deposit (10 % of the tendered valu for works with estimated cost put	ee	only)	_(Rupees
to tender up to Rs. 15 Lakh (5 % of the tendered value in the form of Bank Guarante from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. 15 Lakhs)	9		

GENERAL RULES AND DIRECTIONS

Officers inviting tender

Sub Divisional Engineer (Civil) BSNL Civil Sub Division –Flower Bazaar CTX Building No.01 NSC Bose Road Flower Bazaar TE Building Chennai 600001

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

Part of Structure	Maximum
	Percentage
Superstructure	50.00%

Dofinit	long		See below
Definit 2(v)	Engineer-in charge	Executiv	/e Engineer (Civil)
2(viii)	Accepting Authority	Sub Divi	sional Engineer (Civil)
2(x)	Percentage on cost of mate labour to cover all overhea profit		10 %
2(xi)	Standard Schedule of Rates	Local M	larket Rates
9(ii) Claus	Standard BSNL Contract Form se 2	BSNL W-	8 with upto date correction slips
Clause	Authority for fixing compensation under Clause 2 e 2 A	Superint	tending Chief Engineer (Civil)
	Whether Clause 2 A shall be applicable	No	
Clause	e 3A		Applicable
Claus i)	e 5 Time allowed for execution of v	work.	10 Days
ii)	Authority to give fair and reas extension of time for comple- work.		Superintending Engineer (Civil)
	Gross value of work to be	ayment naterials ast such	Sixty percent estimated cost divided by stipulated period in months
	Clause 10 Reinforcement steel to be used work shall have to be procure below :		

SI. No.	Material	Approved Producer / Product		
1	CTD bars Manufactured by (SAIL, RINL, TATA, Vizag steel,		
	producers)	TISCO		
2	Structural steel	Not applicable.		

Clause 11

Specification to be followed for CPWD Specification 2009 with execution of work.

upto date correction slips

Clause 12

12.2 & Deviation limit for value of any

item of any individual trade 12.3

Part of Structure	Maximum		
	Percentage		
Superstructure	50.00%		

Clause 16

Competent authority for deciding reduced rates.

Executive Engineer (C)

Clause 36(i)

a) Minimum qualification and experience of Principal Technical Representative for civil works with estimated cost put to tender.

Cost of work	Contract Period	Requireme Technical		Minimum	Designation	
(Rs. in Lakhs)	(months)	Qualificatio n	No	experience (Years)	Designation	
	1	Graduate Engineer Or	1	Nil	Principal Technical	
Rs. 56,300/-		Diploma Engineer	1	5	Representative	

Clause 37(i)

Extent of Service Tax payable by contractor for Tenderer shall include GST 18% Building and Construction work

and construction Workers Welfare Cess 1% in their quoted rates

Clause 42

- Schedule / statement for determining theoretical LMR i)
- quantities of cement on the basis of (a)

Variation permissible on theoretical quantities

ii)

Cement for works with estimated costs put to a) tender

	i) not more than Rs. 5 lakhs	3 % minus
	ii) more than 5 lakhs	2 % minus
b)	Steel reinforcement and structural steel sections for each diameter, section and category.	2 % minus

Star prices to be considered for escalation & recoveries

SI. No.	Material	Unit	Star Price
			(In
			Rupees)
1	Cement	Metric Ton	
2	Mild steel	Metric Ton	Not
			applicable
3	Reinforcement Steel conforming to BIS 1786 (Fe 415 Grade)	Metric Ton	
4	Reinforcement Steel conforming to BIS 1786 (Fe 500 Grade)	Metric Ton	

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

SPECIFIC CONDITIONS

- 1. The intending bidders are advised to visit the site to acquaint themselves of the site conditions before quoting for the work.
- 2. All statutory deductions such as contribution to State Construction Workers Welfare Fund and deductions towards income tax and work contract tax etc at the prevailing rates will be recovered from the bills of the contractors and remitted directly to the concerned authorities.
- 3. The quantity indicated in the schedule annexed to the tender is approximate and subject to change. No compensation is payable in case the quantity indicated is not executed.
- 4. The rate indicated in the tender is net and is applicable to all locations irrespective of the terrain and quantity. The rate shall remain firm during the currency of the contract.
- 5. None of the contractor's representatives/ workers will be permitted to stay in the working place beyond the normal working hours. In case where the work has to be carried out beyond normal working hours prior permission shall be obtained in writing from the competent authority.
- 6. All tools and plants required for the work will have to be arranged by the contractor and shall readily be available at the site of work.
- 7. The contractor shall carry out at free of cost any damage caused to any structure/ property of BSNL on account of the subject construction.
- 8. The intending bidders shall remain aware that this NIT and the conditions contained therein (except for the schedule of quantities) are very brief and indicative in nature as to the fuller terms and conditions including all corrections/ amendments / specific formats etcof the "GENERAL CONDITIONS OF CONTRACT" as available with the Executive Engineer, which can be had for reference on request, and (or) as available in downloadable form at website <u>www.tamilnadu.bsnl.co.in</u>
- 9. Should there be any difference between the Specific conditions mentioned above and conditions mentioned elsewhere in the General Conditions of Contract, the former shall prevail
- 10. <u>Co-ordination between GSM/ Civil wing/ Agency is necessary to plan/</u> <u>execute the works.</u>
- 11. <u>The area shown in the tender is indicative the Executive Engineer (C), can</u> <u>direct the Agency to execute the work at any site within the Chennai</u> <u>Telephones jurisdiction</u> and the agencies are advised to factor the same <u>while quoting for the work.</u>

PROTECTION OF LIFE , PROPERTY AND EXISTING FACILITIES

- 1. The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works, and for keeping the construction site in reasonable safe condition. The contactor shall protect all life and property from damage of losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public
- 2. Copy of Insurance policy for workers, from any of the Nationalized Insurance companies, covering all the workers and Supervisory staff employed/ to be employed, during the course of execution, is to be submitted before commencement of work.
- 3. In this connections, the attention of the contractors are drawn to the safety measures and precautions including code of conduct while safety carrying out the work and also detailed Engineering Instructions enumerated in this tender document.
- 4. Necessary safety belts, helmets, harnesses and other necessary safety equipments are to be adequately provided to all the labourers.
- 5. The contractor shall be solely liable for all expenses for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and over ground structures or other properties and undertake to indemnity and keep indemnified the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever either in law or in quality and all losses and damages and costs (inclusive between attorney and clients), charges and expenses in condition therewith and / or incidental thereto.
- 6. The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal or property damages resulting there from.

1.GENERAL CONDITIONS

The quoted rates for various items in the tender shall be inclusive of all the additional conditions and particular specifications and for adherence to all these conditions and specifications, no extra payment shall be made to the contractor. Any infringement and/or breach of these specification and condition(s) etc. shall render the contractor liable to action(s) under various clauses of the contract and such action stipulated in conditions therein.

2. The Contractor shall maintain safe custody of materials brought to the site. The Contractor shall also employ necessary watch and ward establishment for the work and other purposes as required at his own cost.

3. For Cement and Steel and other materials, as prescribed, the quantities brought at site shall be entered in the respective material at site accounts and shall be treated as issued for maintenance of daily consumption.

1. Other Taxes and Royalties

- 1.1. **Income Tax and surcharges over Income Tax etc**. at the rates fixed by the Ministry of finance, Government of India, shall be deducted from all the running and final bills of the contractor. Should there be any increase in rate of Income Tax and surcharge during execution of the contract, the same shall be payable by the contractor.
- 1.2. **Royalty** shall have to be paid by the contractor on all materials such as stone, bricks, boulders, metal, shingle, bajri, stone aggregate, coarse sand and fine sand etc. or any other materials used for the execution of the work direct to the Revenue Authority of the District/State Govt. concerned. The contractor shall obtain "No Demand" certificate from the District/State Govt. authority concerned before the final bill is paid, failing which necessary recovery will be effected at the applicable rates in the final bill.

IMPORTANT INSTRUCTIONS TO APPLICANTS WHO HAVE DOWNLOADED THE TENDER DOCUMENTS DOCUMENT FROM WEB.

The applicants who have down loaded the TENDER DOCUMENTS from the web, should read the following important instructions carefully before submitting the TENDER DOCUMENTS.

a) The applicants should see carefully & ensure that the complete Tender Form including schedule of quantity contain all pages are down loaded fully

b) The printout of Tender Form should be taken on 'A4' size paper only & the printer settings, etc; are such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.

c) The applicant should ensure that no page in the down loaded Tender Form is missing.

d) The applicant should ensure that all pages in the down loaded Tender Form are legible & clear & are printed on a good quality paper.

e) The applicant should ensure that every page of the down loaded Tender Form is signed by applicant with stamp (seal)

f) On first page of the down loaded Tender Form, the name of the applicant should be filled by the applicant.

g) The applicant should ensure that the down loaded Tender Form is properly bound and sealed before submitting the same.

h) In case of any correction / addition / alteration / omission in the Tender Form, it shall be treated as non – responsive and shall be rejected.

i) The applicant shall furnish a declaration to this effect that no addition deletion / corrections have been made in the Tender Form submitted and it is identical to the Tender Form appearing on Web – site.

j.) The applicant should read carefully and sign the declaration given below before submitting the TENDER DOCUMENTS document.

k.) In case of any doubt in the down loaded TENDER DOCUMENTS document, the same should be got clarified from the Sub Divisional Engineer (Civil) BSNL Civil Sub Division –Flower Bazaar CTX Building No.01 NSC Bose Road Flower Bazaar TE Building Chennai 600001 before submitting the TENDER DOCUMENTS document.

DECLARATION

(TO BE GIVEN BY THE APPLICANT WHO HAVE DOWNLOADED THE TENDER DOCUMENTS FROM THE WEB)

It is to certify that

- 1. I / We have submitted the Tender Form in the proforma as down loaded directly from the web site & there is no change in formatting, number of pages etc.
- 2.1 / We have submitted Tender Form which is same / identical as available in the website.
- 3. I / We have not made any modification / corrections / additions etc in the Tender Form downloaded from web by me / us.
- 4. I / We have checked that no page is missing and all pages as per the index are available and that all pages of Tender Form submitted by us are clear and legible.
- 5. I / We have signed (with stamp) all the pages of the Tender Form before submitting the same.
- 6. I / We have sealed the Tender Form properly before submitting the same.
- 7. I / We have submitted the cost of Tender Form
- 8. I /We have read carefully & understood the important instructions to the all applicants & to applicants who have down loaded the Tender Form from the web.
- 9. In case at any stage later, it is found there is difference in our down loaded Tender Form from the original, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.

CONTRACTOR

Amendments in instructions for filling up "The Contract Conditions of Contract" Correction Slip no.4 (To GCC for civil works – 2006)

Clause Para	Existing Provisions	Modifications proposed
Clause 3A of Schedule-F	Does not Exist	It shall be applicable to all BSNL Internal works but for Turn Key/ External Projects the clause will not be applicable to keep the contractor engaged and to safe guard the BSNL interest. Respective NIT approving Authority shall provision this clause accordingly.
Clause 6A of Schedule-F	Does not Exist	For operation of 6A regarding computerized measurement books, the NIT approving Authority shall initially implement this clause for all works costing more than Rs.1.00 Crore (Rupees one Crore) and after six months with effect from issue of this correction slip (C.S.No.4) the same may be reviewed for lesser value of works depending on the preparedness of the contractors and BSNL executive in that civil zone for all works as per Section 7.12 of CPWD Works Manual 2012.
Clause 12.1.2(ii) & 12.1.2.(iii) of Schedule-F	Enter reference to Schedule of rates & Enter % of above/ below	Deleted
Clause 25 of Schedule-F	Enter the Designation of Conciliatory authority In respect of the adjoining zone In respect ofadjoining zone	Deleted
Clause 36 of Schedule-F	(iii) Enter the number of yearsNIT issuing authority	To be filled up by NIT approving authority as per latest provision of Appendix-18 of CPWD works Manual.

Correction Slip No.-5

(To GCC for BSNL Civil works-2006, issued on 14.08.2013)

SI.	Clause	Present Provision in the Clause	Modified Provision in the Clause
No.	No.		
1	37((i)	Sales tax/VAT (Except Service Tax) Building and other construction workers Welfare cess or any other tax or cess in respect of the contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect. However, in respect of Service Tax same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.	Tenderer shall include GST 18% and Construction Workers Welfare Cess 1% in their quoted rates.
2	38(i)	All tendered rates shall be inclusive of all taxes and levies (except Service Tax) 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.	All tendered rates shall be inclusive of all taxes and levies [including GST as 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.

SPECIAL CONDITIONS OF CONTRACT

- 1. The completed work may be inspected for approval by the "Acceptance Testing Unit of the Telecom Circle / Client". It shall be the responsibility of the contractor to offer the completed work for inspection and approval of the A/T in co-ordination with and as per the directions of the Engineer-in-charge and nothing extra shall be payable on this account. The agency shall be responsible for getting the clearance from the AT wing of the department at specific stages as may be fixed by the Engineer-in-charge or his authorized sub-ordinates. If the completed work is not found satisfactory as per the prescribed specifications, corrective measures ordered by the Engineer-in-charge shall be carried out immediately by the contractor without any additional expenditure liability to the BSNL
- 1 The contractor shall take instructions from the Engineer-in-Charge for stacking of materials in any place. No excavated earth or building materials shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.
- 2 The structural drawings as required for the work shall be issued in stages taking into consideration the approved program as well as the actual progress.
- 3 Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying / burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies, conduits for electrical wiring / cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.

The contractor shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.

- 4 The rates quoted shall include all taxes, royalty, seignior age charges that are applicable from time to time as per statutory rules of State / Central Government.
- 5 The contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of the work.
- 6 All cement bags and all other similar perishable items shall be stored by the contractor in a separate go-down which shall be exclusively constructed by the contractor for this purpose at his own cost as per general guidelines given in the "Typical Sketch for Cement Godown" under clause 3.2.1.4 of the Specifications. The dimensions given in the said sketch are only indicative and the contractor shall be bound to construct the storage godown of sufficient size so as to properly store the appropriate quantity of cement required for consumption for not less than ONE MONTH. Such go-down shall have weather proof roof and walls. The go-down shall be provided with a single door with arrangement for locking it simultaneously with two locks. The contractor shall be fully responsible for the safe custody of all the materials even if the materials are kept and stored under double lock system. The account of daily receipts and issues of the cement bags shall be maintained in the said register which shall be signed daily by the contractor or by his authorized agent in token of correctness of the entries.
- 7 The contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
- 8 The contractor shall be responsible for the watch and ward / guard of the work, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the work is physically handed over to the department. No extra payment shall be made on this account.

- 9 The work is to be carried out in the client's premises, where free movement of contractor's vehicle and labour may be restricted. The contractor has to follow the security requirement of client for the campus area viz. entry passes for the labour and vehicle, security checks at entry / exit gates, restriction on movement of vehicles, restricted timings of working etc. BSNL however shall assist the contractor in obtaining such passes for movement of vehicle and labour. No claim whatsoever shall be entertained on account of delay in entry of vehicles and labour in the campus area including restrictions in working hours, if there is any.
- 10 The work in general should be carried out following the necessary guide lines/ norms of CPCB (Central Pollution Control Board) and rules of local administration /municipalities / Police authorities. No extra payment shall be made on this account.
- 11 Samples including brand / quality of materials and fittings to be used in the work shall be got approved from the Engineer in- Charge , well in advance of actual execution.
- 12 Coarse Sand: In event of scarcity of river sand, the crushed stone sand is allowed to be used as coarse sand subject to proper grading in reinforced cement concrete and plain cement concrete items
- 13 Cement : The contractor shall procure 43 grade (Conforming to IS: 8112) Ordinary Portland Cement, as required in the work, from reputed manufactures of cement, having a production-capacity of one million tons per annum or more, such as A.C.C. L&T, VIKRAM SHRI Cement, AMBUJA, ZUARI, COROMONDAL, RAMCO, DALMIA and CEMENT CORPORATION of INDIA etc. as approved by Ministry of Industry, Government of India and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. Supply of cement shall be taken in 50 kg bags bearing manufacture's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of the relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.
- 14 Unless otherwise specified in the schedule of quantities the rates for all items of the work below ground level shall be considered as inclusive of cost of pumping out or bailing out of water if required. For which no extra payment will be made. This will include water encountered from any source, such as rains, floods, sub-soil water or due to any other cause whatsoever.
- 15 Sales Tax/VAT, Building and other construction workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect. For payment of Service tax, please refer correction slip No. 5 of tender document. Payment of service tax shall be governed by it. Nothing extra shall be paid on this account.

16 When there is any change with respect to taxes after introduction of GST, the applicability of various taxes will be as per GST guidelines.

17 The order or preference in case of any discrepancy as indicated in condition No.8.1 under "Conditions of Contract" given in the General Conditions of Contract for BSNL-2006 form may be read as the following:

(i)Nomenclature of items as per schedule of quantities.

(ii)Particular specifications, special and additional conditions etc., as stipulated in tender document. (iii)Contract clauses of Standard BSNL Contract form 2006 as corrected and modified up to last date of receipt of tenders.

(iv) CPWD Specifications.

(v) Architectural Drawings.

(vi) Indian Standard Specifications.

(vii)Sound Engineering Practice.

(viii)Manufacture Specifications.

(ix) Decision of Engineer-in-Charge shall be final and binding.

A references made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standard applicable to the work at site.

- 18 The Contractor shall be bound to follow the instructions and restrictions imposed by the client department Administration / Police authorities / local authorities on the working and /or movement of labour, materials etc. and or due to less/ restricted working hours or any detours in movement of vehicles. Nothing extra shall be payable on this account.
- 19 The Contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards such as day and night boards, speed limit boards and flags, red lights and providing barriers, etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be payable on this account.
- 20 All material shall only be brought at site as per program finalized with the respective Engineer-In-Charge. Any pre-delivery of the material, not required for immediate consumption shall not be accepted and thus not paid for.
- 21 Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the "CPWD Specifications" (Refer Schedule F) and as per instructions of Engineer-in-Charge. Wherever CPWD Specifications are silent, the latest IS Codes/ Specifications shall be followed and the rates should be all inclusive.
- 22 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting /shifting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.
- a. The contractor shall be fully responsible for the safe custody of materials brought by him / issued to him even though the materials may be under double lock key system.
- 23 The Contractor shall make his own arrangements for electricity required for the execution of the work. Necessary payment shall be made by the Contractor directly to the department concerned. In case the statutory authority fails to sanction the electric connection or delays the sanction of electric connection, the Contractor shall make his own arrangements by providing diesel generators of adequate capacity at his own cost. No delay on this account shall be accepted. Nothing extra shall be paid on this account.
- 24 The Contractor shall make his own arrangement for backup power at his own cost. No interruption of work shall be accepted due to power failure. Nothing extra shall be paid on this account.
- 25 No walls or terraces shall be cut for making any opening after water proofing has been done without written approval of Engineer-in-Charge. When permitted cutting of water proofing work shall be done very carefully so that other portion of water proofing is not damaged. On completion of work at such place the water proofing work shall be made good and ensured

that the opening / cutting is made fully water proof as per contract specifications/ directions of Engineer-in-Charge. Nothing extra shall be payable on this account.

- 26 No structural member shall be chased or cut without the written permission of the Engineer-in-Charge.
- 27 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
- 28 The contractor, his agents / representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 29 The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc are to be constructed.
- 30 The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
- 31 Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to byelaws and municipal body / corporation where CPWD Specifications are not applicable. The contractor should get the materials (fixtures/fittings) tested by the Municipal Body / Corporation authorities wherever required at his own cost.
- 32. Other agencies may also simultaneously execute and install the works like electrification, horticulture, external services and other building works for the same project along with this work in particular. The contractor shall ensure necessary co-ordination and facilities for the same. The contractor shall leave such recesses, holes, openings, trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.
- 33. The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.
- 34. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting / shifting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.
- 35. In case the existing services are to be shifted permanently, then before dismantling the existing services, alternate/diversion of service lines has to be laid by the contractor so that there is no interruption in use of existing services. The contractor has to plan the alternate suitable route for diversion/shifting of service lines and get the same approved from the Engineer-in-Charge before starting shifting of services. Nothing extra shall be paid except the payment of dismantling and laying of new service lines as per conditions of contract.
- 36. For construction works which are likely to generate malba / rubbish to the tune of more than a tempo / truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified /specified dumping ground and under no

circumstances these shall be stacked / dumped even temporarily, outside the construction premises.

- 37. In case of surplus excavated earth available at site, if the department wants to dump whole or part of surplus earth at a place as directed by the Department, the contractor shall dump it at the place so directed and the carriage for lead beyond 50 metre shall be paid as per Clause 12 of the agreement, otherwise the contractor shall dispose it off with the permission of Engineer-in-charge at the places of his choice and no carriage shall be paid for such disposal.
- 38. Surplus excavated earth which is beyond the requirement of the B.S.N.L shall have to be disposed of the contractor at his own cost beyond the municipal limits or at places identified by the local bodies or as directed by the Engineer-in-Charge after obtaining written permission of the Engineer-in-Charge and no payment will be made by the Department for such disposal of this surplus excavated earth.
- 39. In accordance with requirements of the pollution control board, the contractor shall ensure that, the vehicles for bringing construction material to the site shall be in good condition and should conform to applicable air and noise emission standards and should be operated only during non-peak hours / at such hours as are permitted by the local authorities. Nothing extra shall be payable on this account.
- 40. In accordance with requirements of the pollution control board, the contractor shall ensure that, ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Nothing extra shall be payable on this account.
- 41. In accordance with requirements of the pollution control board, the contractor shall ensure that, adequate measures to reduce air and noise pollution during construction have been adopted as per CPCB norms on noise limits. Nothing extra shall be payable on this account.
- 42. Construction spoils, including bituminous material and other hazardous materials, must not be allowed to contaminate watercourses and the dump sites for such material must be secured so that they should not leach into the ground water. Nothing extra shall be payable on this account.
- 43. In accordance with requirements of the pollution control board, the safety equipments like boots, helmets, safety belts, gloves etc. must be provided for the workers and best and safe engineering practices must be adopted. Nothing extra shall be payable on this account.
- 44. In accordance with requirements of the pollution control board, the stipulations under the provisions of Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and control of Pollution) Act 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification, 2006 shall be ensured. Nothing extra shall be payable on this account.
- 45. If, any levy / fine is imposed by the regulatory authorities / inspecting authorities on account of violation of the above specified norms, the same shall be recovered from the contractor.
- 46. No Payment shall be made to the contractor for any damage caused during the execution of work because of cause(s) not covered under Clause 43 of the Contract. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.
- 47. Some restrictions may be imposed by the security staff etc. on the working and/ or movement of labour, materials etc. and the contractor shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.

- 48. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable and nothing extra shall be payable on this account. The work shall be carried out without infringing on any of the local Municipal Bye-Laws.
- 49. The contractor shall given a performance test of the entire installations as per standard specifications before the work is finally accepted and nothing extra what so ever shall be payable to the contractor for the tests.
- 50. The contractor shall engage licensed plumber for sanitary, water supply, drainage work and also get all the materials and system (including the materials supplied if any, by the department) tested by the Municipal Authority, Whenever required, at his own cost including testing fees, transport etc. according to Municipal by Laws. The contractor shall produce necessary certificate from the Municipal Authorities after completion of work. Nothing extra will be paid on this account. The Contractor shall execute the guarantee for removal of defects after completion in respect of water supply and sanitary installation.
- 51. The water supply sanitary installation and drainage work shall be carried out in a manner complying in all respects with the requirement of relevant by laws of the local municipal authority of the place at no extra cost of the department.
- 52. The contractor will work in close liaison, during the works, with other contractors of water supply, sanitary, drainage arrangements, electrical installation and any other works and adjust his work plan accordingly.
- 53. Communication and commuting: In order to maintain instant and effective communication at all times, the contractor shall provide one set of communication system to the site so as to receive and pass on the instructions to and from the staff of department/ contractor irrespective their place and location. The rates quoted by the contractor shall be deemed to be inclusive of this cost. No additional payment shall be made to the contractor for providing these facilities.
- 54. In the item of finishing walls with exterior paint, only the plain / flat area shall be measured for payment and nothing extra shall be paid on account of pointed wall surface.
- 55. Transportation and office Infrastructure:- In order to complete the work within the schedule time if the contractor shall be required to do the work in more than one shift and accepted by the department, the contractor will provide vehicular facilities to the BSNL site staff to reach the site and their residences at his own cost for their services required beyond the normal office hours. In case the contractor fails to provide the facilities, Engineer-in-charge shall be at liberty to make the arrangement themselves and deduct the respective cost from the contractor's bill.
- 56. The intending bidders are advised to visit the site to acquaint themselves of the site conditions before quoting for the work.
- 57. All statutory deductions such as contribution to State Construction Workers Welfare Fund and deductions towards income tax and work contract tax etc at the prevailing rates will be recovered from the bills of the contractors and remitted directly to the concerned authorities.
- 58. The quantity indicated in the schedule annexed to the tender is approximate and subject to change. No compensation is payable in case the quantity indicated is not executed.
- 59. The rate indicated in the tender is net and is applicable to all locations irrespective of the terrain and quantity. The rate shall remain firm during the currency of the contract.
- 60. None of the contractor's representatives/ workers will be permitted to stay in the working place beyond the normal working hours. In case where the work has to be carried out beyond

normal working hours prior permission shall be obtained in writing from the competent authority.

- 61. All tools and plants required for the work will have to be arranged by the contractor and shall readily be available at the site of work.
- 62. The contractor shall carry out at free of cost any damage caused to any structure/ property of BSNL on account of the subject construction.
- 63. The intending bidders shall remain aware that this NIT and the conditions contained therein (except for the schedule of quantities) are very brief and indicative in nature as to the fuller terms and conditions including all corrections/ amendments / specific formats etcof the "GENERAL CONDITIONS OF CONTRACT" as available with the Executive Engineer, which can be had for reference on request, and (or) as available in downloadable form at website <u>www.tenderwizard.com/BSNL /, www.tamilnadu.bsnl.co.in</u> Should there be any difference between the Specific conditions mentioned above and conditions mentioned elsewhere in the General Conditions of Contract, the former shall prevail
- 64. The bidder must comply with the Provisions of EPF & Misc. Provisions Act, 1952 and Employees Provident Fund Scheme 1952, in respect of labourers/employees engaged by the bidder for carrying out works. The claim bill of contractor must accompany.
- (i) The list showing the details of labourers/ employees engaged.
- (ii) Duration of their engagement.
- (iii) The amount of wages paid to such labourers/ employees for the duration in question.
- (iv) Amount of EPF contributions (both employer's & employees' contribution), paid to the EPF Authorities.
- (v) Copies of Authenticated documents paid to EPF Authorities.
- (vi) A declaration from the bidder regarding compliance of the conditions of EPF Act 1952 must be submitted along with the bid.

Non compliance of above provision will be treated as breach of contract and necessary action against the bidder will be taken.

65. The contractor shall be required to comply the provision of ESI & EPF, payment of wages act, contractor labour regulation act, payment of bonus act, payment of gratuity act and service tax regulation. Non compliance of above provision will be treated as breach of contract and necessary action against the bidder will be taken.

SCHEUDLE OF QUANTITIES

Name of work:- Providing bituminous/CC pavements road for Type III, Type IV and Type V Block in Taylors Road Staff Quarters Compound, Chennai-10 SW:- Supplying and fixing rubber speed breaker

SI. No.	Description of Items	Quar	ntity.	Rate (In fig and words)	Unit	Amount
1	Supplying and fixing rubberized speed breaker made of virgin rubber of size width 350mmx50mm having capacity of 50MT, to be fixed using MS bolts and necessary adhesive etc complete and as directed by the Engineer in charge	23.00	Metre		One Running Metre	

Total

Contractor

Sub Divisional Engineer (civil)