BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)

O/o the Executive Engineer (C), BSNL Civil Division, 3rd floor, Telephone Bhawan, Ranchi

No. NIQ/16/EE/BCD/RCH/2023-24

NOTICE INVITING QUOTATION

The Executive Engineer (Civil), BSNL Civil Division, Ranchi invites for and on behalf of the Bharat Sanchar Nigam Limited Sealed item rate quotations from approved and eligible contractors of D.O.T / BSNL and contractors registered with other Public Works Organizations like CPWD, Jharkhand State Building Construction Department, Jharkhand State Road Construction Department, DOP, MES, Railways for the work of "Removing of loosen tower member at Akashi, Lohardaga".

- 1. Quotation form can be received from the office of the Executive Engineer (C), BSNL Civil Division, Ranchi up to 3.30 PM on 21.12.2023.
- 2. The Quotation can also be downloaded from website www.jharkhand.bsnl.co.in.
- **3.** Date of opening: 22 12 -2023 (Quotations will be received up to 3.00 p.m. shall be opened on the same day at 3.30 p.m.)
- **4.** Time of completion: 07 Days.
- 5. Quotation with any condition including conditional rebates shall be summarily rejected.
- **6.** All quoted rates shall be inclusive of all taxes including GST and levies payable under respective statutes. GST shall be applicable as per prevailing rules.

List of Documents to be attached with bid submission: -

- 1. Enlistment order of the Contractor.
- 2. GST registration from concerned authority and acknowledgement of up to date filed return form concerned authority.
- 3. Copy of PAN Card.
- 4. Non-BSNL contractors to enclosed the work experience certificates.
- 5. It is mandatory for Non-BSNL contractors to attached the work experience certificates and the affidavit as under:-
 - "I / We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in BSNL in future forever. Also, if such a violation comes to the notice of Department before date of start of work"

Encl.: - 1. Schedule of quantity (Two pages)

2. Conditions.

Executive Engineer (C)
BSNL Civil Division, Ranchi

Dated: 19 - 12 - 2023

Copy to:

- The Add. Chief Engineer (C), O/o The C.E. (C), BSNL JCZ, Ranchi.
- 2. The SDE (C), BSNL Civil Sub-Division-I / II / III, Ranchi.
- 3. The Accounts Officer (Civil), BSNL O/o The C.E.(C), JCZ, Ranchi.
- Notice Board.

Schedule of Quantities

Name of work: Removing of loosen tower member at Akashi, Lohardaga.

SI.No.	Discription of Items	Qty.	Unit	Rate	Amount
1	Removing and lift down of loosen tower member (antenna with antenna mount) from top of 40 metre tower at Akashi, Lohardaga and stacking of romoved material with in 50 meters lead as directed by Engineer-in-charge.		Job		
	TOTAL				

Sian	(Contractor)	١
Sign	Contractor	ı

Full Name:

Postal address as per Enlistment if any – Date :

Executive Engineer (C)
BSNL Civil Division, Ranchi

CONDITIONS

- 1. The officer-in-charge of the work will accept or reject the work executed. According to his judgment
- 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 authority, similarly, the contractor is at liberty to cease at any time.
- 3. The work shall be executed strictly according to the specification attached.
- 4. Except where otherwise provided in the contract all questions and disputes to the meaning of the specification, design, drawings, and instructions here in before mentioned and as the to quality of workmanship of 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, design drawings, specifications, order or those conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the completion of abandonment thereof shall be referred to the sole arbitration of the Chief Engineer/Additional Chief Engineer. Central Public Works Department, and if the Chief Engineer/Additional Chief Engineer is unable or unwilling to act, to the sole arbitration of some other person appointed by the Chief Engineer/Additional Chief Engineer willing to act such arbitrator. It will we no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with the matter to which this Agreement relates and that in the course of his duties as such Government servant he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this contract.
- 5. All work executed shall be paid for according to measurement taken by or under the orders of the Officer-in-charge of the work and not according to the quantity given in any estimate.
 - Payment 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 acceptances of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim referred against Government 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, contractor should, wherever possible, present his bill 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 President of India.
- 6. If the contractor or his work people or servants shall break, defect, injure destroy any building, road, road surbs, fonce, 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 expose, 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 twelve years shall be employed on the work.

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- 8. Fair Wage Clause (a) the contractor shall pay not loss than fair wage to labourers engaged by him on the work, "Fair wage" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by 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 labourers indirectly engaged on the work including any labour engaged by this sub contractors in connection with the said work, as if the labourers had been immediately employed by him.
 - (c) In respect of all labour directly or indirectly employed in the works or the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the Central Public Works Department Contractors Labour Regulations made by Government form time to time in regards to payment of wages, wage period, deduction from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards publication of scale of wages and other terms of employment, inspection 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 workers by reasons of non-fulfillment of the conditions of the contractor for the benefit of the workers, nonpayment of wages or of deductions made from his or their wage, which are not justified by their terms of the contract or nonobservance of the Regulations.
 - (e) Vis-à-vis the Government of India the contractor shall be primarily liable for all payments to be made under and for the observation of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
 - (f) The Regulation aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be breach of this contract. The contractor shall at his own expense provide or arrange for the provisions of foot-wear for any labour doing cement mixing work (the Contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge, and on his failure to do so Government shall be entitled to provided same and recover the cost room the contractor.
- 10. The contractor shall submit by the 4th and 19th every month, to the Engineer-in-charge a true statement showing in respect of the second hall 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 clause 12 and the amount paid to them failing which the contractor shall be liable to pay the 'Government 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.
- 11. 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 arrangements of workers employed by the Central Public Works Department and its contractors.
- 12. 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 miscarriage: Up to 3 weeks from the date of miscarriage.
 - 2. PAY.(i) In case of delivery: Leave pay during maternity leave will beat the rate of woman's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three month immediately proceeding the date on which she gives notice that the expects to be confined or at the rate of twelve anus 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 a total period of not less than 6 months immediately preceding the date on which she proceeds on leave.
- 13. In every case in which by virtue of the provisions of Section 12 Sub-section (1) of the Workmen's Compensation Act.1923 Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the Government under Section 12,Sub-section (2) of the said Act, Government 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 Government to the contractor whether under this contractor or otherwise Government 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 Government full security for all cases for which Government might become liable in consequence of contesting such claim