

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

TENDER DOCUMENT

Name of the work: - Miscellaneous civil works in the room no. 407 of TERM cell, 4th floor, Door Sanchar Bhawan, Bhubaneswar.

NIT No. : 29/2019-20/ EP/BCD/BBSR. dated 07/08/2019

Name of Contractor: -----
Last date of Receipt of Application : 16.08.2019 upto 16.00 hrs

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

Date of opening: 19. 08.2019 at 15:30 hours

Certified that this tender document contains 26 (Twenty Six) pages

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

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Name of the work: - Miscellaneous civil works in the room no. 407 of TERM cell, $\mathbf{4}^{th}$ floor, Door Sanchar Bhawan, Bhubaneswar.

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IMPORTANT INSTRUCTIONS TO ALL TENDERERS

- 1. Please go through the directives carefully. Any lapse / departure may lead to:
 - i) Rejection of your tender and / or
 - ii) Forfeiture of your earnest money / and or
 - iii) Recession / Termination of the contract and execution of balance work at the risk and cost of the defaulting contractor,
 - iv) Cancellation of your registration and / or
 - v) Debarring you from future tenders.
- The tenderers should read carefully and understand all the conditions for the contract, schedule of quantities, drawings etc. attached with the tender document before actually quoting for the work.
- 3. Submission of tender:- The Earnest money, tender document cost, Eligibility credentials including proof of GST registration ,PAN number and tender may be submitted as per para 9.0 to 9.2.4 of BSNL W-6.
- 4. Any tender in which any of the prescribed condition is not fulfilled or any conditions including that of conditional rebate is put forth by the tenderer shall be summarily rejected. However, any unconditional rebate offered shall be considered.
- 5. Near relatives of the BSNL employees shall not be permitted to tender and all the intending tenderers will have to give a certificate as defined in para 14 of BSNL W-6.
- 6. The rates quoted shall be inclusive of all taxes (including GST up to the extent mentioned in Schedule-F), and charges such as Insurance, transportation, royalty, seignior age charges that are applicable from time to time as per statutory rules of State / Central Govt. Nothing extra shall be paid over the quoted rates.
- 7. The rates shall invariably be written in figures and words and amount for each item worked and filled in the schedule. All corrections made while filling shall be signed.
- 8. Please fill up the entire tender preferably with one pen only. If the ink pen blots on the paper, please use ball point pen for the entire tender.
- 9. Correction fluid should not be used in rates quoted in tender documents. In case use of correction fluid is noticed, such tender will be liable for rejection
- 10. The tenderer must sign on all pages of the tender document.
- 11. The clause 7 of the GCC shall stand amended to the following extent:

Clause as per BSNL W-8 (GCC)	Existing Provision	Modified Provision
,		

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

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

Signature of the Tenderer				
Name of the Tenderer				
Seal of the Tenderer				

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

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

CONTRACTOR SDE (Civil)

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

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

- The tenderer should see carefully and ensure that the complete tender document including schedule of quantity as per the index given on page '2' has been down loaded and there are 26 (Twenty Six) in all in the tender document.
- 2. The printout of tender document should be taken on 12" paper only and the printer settings etc are such that document is printed as appearing in the web and there is no change in formatting, number of pages etc.
- 3. The tenderer should ensure that **no page** in the down loaded tender document is **missing**.
- 4. The tenderer should ensure that all pages in the down loaded tender document are **legible** and clear and are printed on a good quality paper.
- 5. The tenderer should ensure that every page of the downloaded tender document is signed by tenderer with stamp (seal).
- 6. The tenderer should ensure that the down loaded tender document is properly bound and sealed (wax sealed/ adhesive tape sealed) before submitting the same.
- 7. The loose / spiral bound tenders not properly wax/adhesive tape sealed shall be rejected out-rightly.
- 8. In case of any correction/addition/alteration/omission in the tender document, it shall be treated as non-responsive and shall be rejected.
- 9. The tenderer shall furnish a declaration to this effect that no addition/ deletion/corrections have been made in the tender document submitted and it is identical to the tender document appearing on Web site.
- 10. The tenderer should read carefully read and sign the declaration given on the next page before submitting the tender.
- 11. The cost of tender (if not paid earlier) should be submitted along with the EMD as detailed in NIT through separate instruments.
- 12. In case of any doubt in the down loaded tender, the same should be got clarified from the office of the **Sub-Divisional Engineer (Civil)**, **BSNL Civil Sub-Division-II**, **Bhubaneswar** before submitting the tender.
- 13. All tendered rates shall be inclusive of all taxes and levies [up to the extent mentioned in Schedule-F under Clause-37(i)], payable under respective statutes. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor. However, no penal charge levied by the concerned department on the contractor will be reimbursed.

CONTRACTOR

SDE (Civil)

DECLARATIONS TO BE GIVEN BY THE TENDERERS

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

	I/We am/are liab	ole to be debarr	ed from doing business or	s with BSNL Civi	il Wing.	
			page is missing and a tender document subm			
	I/We have signe	ed all the pages	of the tender .			
	Date: -			Signature of Mobile:-	the Tenderer	•
b)	on website www	<u>w.odisha.bsnl.c</u>	L W-8 amended up to o.in or in the office of understood that it will fo	SDE(c) and I/W	e agree with	
	Date: -			Signature of	the Tende	erer
r it	para 14 of BSNL to is found that t		Shrihereby certify that no bloyed in BSNL Civil Zo given by me is false as deemed fit without a	ne of my relative one, Odisha. In c /incorrect, BSNI	e (s) as define ase at any sta L shall have	ed in age,
	: - (To be certified se of companio		ners in case of partners	ship firms, by all	the directors	in
	Date: -		\$	Signature of the	e Tenderer	
1.	Other partners	2. Sri	s/o_Sri	signature:		
		3. Sri	s/o Sri	signature:		
		4. Sri	s/o Sri	signature:		

CONTRACTOR SDE (Civil)

BSNLW-6



NIT No: 29/2019-20/EP/BCD/BBSR. dated 07/08/2019

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

SI.	Name of Work	Estimated	Earnest	Cost of	Completion
No		Cost put	Money	tender	time
		to tender	(in Rs.)	document	
		(in Rs.)		in Rs.	
1.	Miscellaneous civil works in the room no. 407 of TERM cell, 4 th floor, Door Sanchar Bhawan, Bhubaneswar.	87552.00	1751.00	177/- i/c GST	01(One) month.

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

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

- 2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. **BSNL W-8**, which is available as a BSNL Publication and also available on BSNL Website www.odisha.bsnl.co.in amended up to correction slip No 6. Tenderer shall quote his rates as per various terms and conditions of the said form, (In case "Tender Documents" are downloaded from the BSNL Website in which rates are to be quoted should be properly bound and sealed) which will form part of the agreement.
- 3.0 The time allowed for carrying out the work will be 01(One) month and shall be reckoned from third day after the date of issue of work order or from the first day of the handing over of the site whichever is later, in accordance with phasing, if any, indicated in the tender document.
- 4.0 The site for the work is available

Or

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

- 5.0 The last date of receipt of applications for issue of tender forms (in prescribed format, which can also be downloaded from BSNL Website (www.odisha.bsnl.co.in) and date of issue of tender forms will be as follows:
 - i) Last date of receipt of application 16.08.2019 up to 16:00 hours
 - ii)Last date of issue of tender forms 17.08.2019 up to 16:00 hours
- 6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents, can either be downloaded from the BSNL website www.odisha.bsnl.co.in or be seen in the office of the SDE (C), BSNL Civil Sub-Division-II, Bhubaneswar between 11:00 hours & 16.00 hours from 08.08.2019 to 17.08.2019 every day except on second Saturday, Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from SDE(C) office, during the hours specified above on payment of the following:
 - i) Rs. 177/-in cash (Rs 150.00 + GST Rs 27.00) in cash as cost of tender (Non-refundable) or in the form of Deposit at Call receipt of a scheduled bank/ demand draft of a scheduled bank issued in favour of "Account officer (Cash),O/o General Manager Telecom District BSNL, Bhubaneswar "" payable at Bhubaneswar and
 - ii) Earnest money of Rs 1751.00 (Rupees One thousand Seven Hundred fifty one) only in the form of deposit at Call receipt of a scheduled bank/ fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank issued in favour of "Account officer (Cash),O/o General Manager Telecom District BSNL, Bhubaneswar" payable at Bhubaneswar When amount of earnest money is more than Rs 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs 5 lakhs) or Rs 25 lakhs, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.
 - iii) The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from Website in the form as detailed at sub Para ii) above.
 - Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money. The "Cost of tender" and "Earnest money" should be submitted through separate instruments.
 - 7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at Para 9 below, will be received by the SDE (C), BSNL Civil Sub-Division-II, Bhubaneswar up to 15:00 Hrs. on 19.08.2019 and will be opened by him or his authorized representative in his office on the same day at 15:30 hrs. After opening the main envelop 3, the envelope 1 containing Earnest Money along with the cost of the tender as applicable or receipt in lieu thereof and eligibility credentials for downloaded tenders shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers whose Earnest Money, cost of tender and eligibility is found in order. The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.
- 8.0 The description of the work is as follows:
 - (A) "Miscellaneous civil works in the Room No-407 of TERM Cell, 4th floor, Door Sanchar Bhawan, Bhubaneswar.

"

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

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

9.2 <u>In case tender document are purchased from Sub-Divisional Office:</u>

- 9.2.1 Proof /receipt of paying the cost of tender and Earnest Money as prescribed in the tender to be placed in sealed Envelope-1.
- 9.2.2 Envelope -2 shall be same as per Para 9.1.2
- 9.2.3 The sealed envelopes 1&2 shall be placed in another sealed envelope-3.
- 9.2.4 Same as 9.1.4.

Note: In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be liable to be debarred from tendering in BSNL for three years including any other action under the contract or existing law. This will be without prejudice to any action that may be taken against the contractor for the work awarded to him on the basis of questioned credentials.

- 9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected. Tender papers stapled and bound along left edge with tape with signature of the contractor partly on tape and partly on first page shall be considered as duly sealed. In case of any correction/ addition/ alteration/ omission in tender document vis-à-vis tender document available on website is detected, the tender shall be treated as non-responsive and shall be summarily rejected.
- 10.0 Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above-mentioned officer.
- 10.1 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and subsoil (So far as is practicable), the form and nature of the site, means of access to the site,

the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he impacts it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc., will be issued to him by the BSNL and local conditions are other factors having a bearing on the execution of the work.

- 11.0 The competent authority on behalf of BHARAT SANCHAR NIGAM LIMITED does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without assigning any reason. The tenders, in which any of the prescribed conditions is not fulfilled or, any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
- 12.0 Canvassing whether directly or indirectly, in connection with tenders, is strictly prohibited and the tenders, submitted by the contractors, who resort to canvassing, will be liable to rejection.
- 13.0 The competent authority on behalf of BHARAT SANCHAR NIGAM LIMITED reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 14.0 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:
 - (i) Member of Hindu Undivided family (HUF).
 - (ii) They are Husband and Wife.
 - (iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law). The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/ gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications.

All the intending tenderers will have to give a certificate that none of his/her such near relative (s) as defined above is/are working in the concerned BSNL Civil Zone where he is going to apply for tender/work. The format of the certificate is to be given as:

The certificate in case of Proprietorship Firm shall be given by the proprietor; for Partnership Firm certificate shall be given by all partners and in case of Limited Company, by all Directors of the company. However, Government of India/Financial Institutions nominees and independent non-official part-time Directors appointed by Govt. of India or

the Governor of the State are excluded from the purview of submission of this certificate while submitting tenders by Limited Companies.

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

- 15.0 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of BSNL or the Government of India, State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Government service / BSNL, without previous permission of the Government of India / BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India, BSNL, State Government or PSU's aforesaid before submission of the tender or engagement in the contractor's service.
- 16.0 The tender for the work shall remain open for acceptance for a period of 30 (Thirty) days from the date of opening of the tenders. If, any tenderer withdraws his tender before the said period or issue of letter of acceptance / intent whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to BSNL, then BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 17.0 In case of works having estimated cost put to tender below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the proforma annexed to the tenders document, within **15 days** of issue of letter of award by BSNL. In the event of failure on part of the successful tenderer to sign the agreement, the Earnest money will be forfeited and the tender cancelled.
 - In case of works having estimated cost put to tender Rs.15,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, be required to furnish performance guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee(severally for each site calculated proportionately or single for all sites together) of requisite amount to the Engineer-in-charge in the Proforma annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.
- 18.0 This notice inviting tender (BSNL W-6) shall form a part of the contract document. In accordance with clause-1 of the contract, the **letter of acceptance** shall be issued first in favor of the successful tenderer / contractor. After submission of the performance guarantee, the **letter of award** shall be issued. The contract shall be deemed to have come in to effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful tenderer/ contractor shall, within 15 days from such date, formally sign the agreement consisting of:
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender and as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

- b) Standard BSNL W-8 as on website www.odisha.bsnl.co.in/tenders.
- c) Agreement signed on non-judicial stamp paper as per proforma annexed to the tender document.
- 19.0 Payment to the contractors shall be made through e-payment system like ECS &

NEFT wherever applicable as detailed below:

- (a) In cities / areas where ECS/NEFT facility is provided by Banks, the tenderer must have Account in such ECS/NEFT facility providing Banks and that Bank A/c No. shall be quoted in the tender by the tenderer.
- (b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
- (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
- (d) The payment to contractors will compulsorily be made through ECS/N NEFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
- 20.0 First running account bill shall be paid only after
 - (a) signing of the Agreement / Contract by both the parties, and
 - (b) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.
- 21.0 If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred from further participation in the tenders for a period of six months.
- 22.0 General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website: www.odisha.bsnl.co.in as well as in the Divisional / Sub Divisional office.
- 23.0 The tenderer shall furnish a declaration to this effect (In case of downloaded tender) that no addition / deletion / correction have been made in the tender document submitted and it is identical to the tender document appearing on website. Every page of downloaded tender shall be signed by the tenderer.

Signature and Name of the Sub-Divisional Engineer © BSNL Civil Sub-Division-II Bhubaneswar For & on behalf of the TERM Cell, Odisha LSA

ABRIDGED FORM BSNL-W8



STATE: ODISHA CIRCLE: BSNL Civil Zone Bhubaneswar

DIVISION: BSNL Civil Division, Bhubaneswar

ZONE: ODISHA CIVIL ZONE SUB-DIVISION: BSNL Civil Sub Division No II, Bhubaneswar.

Item Rate Tender & Contract for Works

(B) Tender for the work of: Miscellaneous civil works in the Room No-407 of TERM Cell, 4th floor, Door Sanchar Bhawan, Bhubaneswar.

(i) To be opened in presence of tenderers who may be present at 15:30 hours on 19.08.2019 in

To be submitted by 15:00 hours on **19.08.2019** to SDE© (C), BSNL Civil Sub-Division-II, Bhubaneswar.

the office of SDE(C), BSNL Civil Sub-Division-II, Bhubaneswar.
(ii) Issued to:
(Contractor)
Signature of officer issuing the documents:
Designation: SDE (C), BSNL Civil Sub-Division-II, Bhubaneswar.
Date of Issue

TENDER

- I / We have read and examined the Notice Inviting Tender, Schedule A, B, C, D, E & F, specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Clauses of Contract, Additional conditions and specifications, Special conditions, Schedule of Rates & other documents and Rules referred to in the Conditions of Contract and all other contents in the tender document for the work.
- I / We hereby tender for the execution of the work specified for BHARAT SANCHAR NIGAM LIMITED within the time specified in schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of the contract and with such materials as are provided for, by and in respect in accordance with, such conditions so far as applicable.
- I / We agree to keep the tender open for <u>30 days</u> from the due date of submission thereof and not to make any modifications in its terms and conditions. If I / We (tenderer) withdraw My/ Our tender before the said period or issue of letter of acceptance / intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to **forfeit 50% of the said earnest money as aforesaid.**

DNIT

Security Deposit to execute all the w conditions contained or referred to the maximum of the percentage mentioned	ed by competent authority on behalf of the BSNL towards orks referred to in the tender documents upon the terms and erein and carry out such deviations as may be ordered, up to ed in Schedule 'F' and those in excess of that limit at the rates the provision contained in Clause 12.2 and 12.3 of the tender
I / We agree that, in case of works of deposit an amount equal to 5% of (severally for each site calculated of bond of any Scheduled Bank of Info of Fixed Deposit Receipt etc., within BSNL. I / We am/are aware that Guarantee within 15 days, the earnes I / We hereby intimate that for receive	estimated cost put to tender exceeding Rs. 15, 00,000/-, to of Tendered value of the work as performance guarantee proportionately or single for all sites together) in the form dia in accordance with the proforma prescribed or in the form 15 days of the issue of letter of acceptance of Tender by the in the event of failure on my/our part to furnish the Bank at money will be forfeited and tender cancelled. ving payments I/We have an account in Bank where the ECS/NEFT facility of e-payment is
I / We hereby declare that I / We so connected with the work as secret/or derived there from to any person communicate the same or use the infollower of the amount equal to the amount of the (calculated proportionality for each sit LIMITED and the same may at the SANCHAR NIGAM LIMITED be recorded to the deposit in so far as the sat deficiency out of any other money	hall treat the tender documents, drawings and other records onfidential documents and shall not communicate information other than a person to whom I/We am/are authorized to ormation in any manner prejudicial to the safety of the State. commence the work specified in the above memorandum, an earnest money mentioned in the form of invitation of tender e) shall be absolutely forfeited to BHARAT SANCHAR NIGAM e option of the competent authority on behalf of BHARAT vered without prejudice to any right or remedy available in law me may extend in terms of the said bond and in the event of of due to me/us under this contract or otherwise. Court this contract is subject to jurisdiction of court at IIIT/ Tender has been issued)
Witness:	
(Address :) Signature of Contractor
Occupation :	Postal Address :
	ACCEPTANCE
hereunder, is accepted by me for	you (Contractor) and as provided in the letters mentioned and on behalf of TERM Cell, Odisha LSA for a sum of (Rupees) The letters referred to below shall form part of
this Contract Agreement:) The letters referred to below shall form part of
(a)	For & on behalf of TERM Cell,
	Signature:
	Name and designation

	PROFORMA OF SCHEDULES							
SCH	EDULE "A"							
			ule of Qua	antities (Enclosed)"				
SCHI	EDULE "B"	1						
	Schedule of Materials to be issued to the contractor							
S.	Description	Quantity				Place of		
No	of Item	,		which the materia		issue		
				charged from the o				
1	2	3		4		5		
			N	VIL				
SCHI	EDULE "C"	1	-					
00111			to he hire	d to the contractor				
S.		iption of Item		charges per day	Place	of issue		
No.	Desci	iption of item	ППЕ	criarges per day	Flace	oi issue		
		0				4		
1		2	DEL 1	3		4		
			DELI	ETED				
SCHI	EDULE "D"	1						
			ditions &	specifications if any	y. Nil.			
SCHI	EDULE "E'	,						
	Scl	hedule of compon	ent of Mat	terials, Labour etc for	escalation			
NO F				OUR IS PAYABLE FO		RK CLAUSE		
				LABOUR STANDS				
				ISE 2A BONUS CLA				
100	A SHALL KEN	WAIN APPLICADI	LE. CLAU	ISE ZA BUNUS CLA	USE STAND	S DELETED.		
CI AI	JSE 10 C							
		erials expressed a	s narcant	of "X"		75%		
	Value of Work		3 percent	OI X		1370		
		our expressed as	porcont	"ү"		25%		
	tal Value of W		percent	1		2 J /0		
			roont of	" z "		0%		
	Value of Work	expressed as pe	iceni oi	2		U 70		
Total	value of work	\	CCLIEDI	JLE "F"				
/Defe		anal Canalitiana af	SCHEDU					
		eral Conditions of			N - 407 - (T	EDM O. II. 44		
Nam	e of Work			orks in the Room I		ERM Cell, 4th		
		floor, Door S	anchar B	hawan, Bhubanesw	ar.			
	nated cost put			Eighty Seven Thous	and Five Hu	indred Fifty		
	nder of the	Two)	only.					
Work								
Earn	est Money	Rs 1751.00 (I	Rupees O	ne thousand Seven	Hundred fift	ty one) only		
Perf	ormance Gua	rantee		Rs***.		(Rupees		
(5%	of the tender	ed value in the	form of	***)onl	y.		
`		rom Scheduled I			,	-		
respect of works with estimated cost put to								
			- F					
	tender exceeding Rs.15 Lakhs)							

Security Deposit Rs...../-(Rupees (10 % of the tendered value for works with)only. estimated cost put to tender up to Rs.15 Lakhs) (5% of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. 15 Lakhs) **GENERAL RULES AND DIRECTIONS** Officer inviting tender SUB-DIVISIONAL ENGINEER(C), BSNL CIVIL SUB-DIVISION-II, BHUBANESWAR. Maximum percentage for quantity of items of work to be executed beyond which rates are to be 100% determined in accordance with Clause 12.2 & 12.3 Definitions See below 2(v) Engineer-in charge SUB-DIVISIONAL ENGINEER(C), BSNL CIVIL SUB-DIVISION-II Bhubaneswar SUB-DIVISIONAL ENGINEER(C), BSNL CIVIL SUB-2(vii Accepting Authority DIVISION-II Bhubaneswar i) 2(x) 10 % Percentage on cost of materials and Labour to cover all overheads and profit. DELHI SCHEDULE OF RATES- 2016 PUBLISHED BY Standard Schedule of 2(xi) Rates CPWD with up to date correction slips as on the date of opening of tenders. Department BSNL 2(xii 9(ii) Standard BSNL Contract BSNL W-8 (modified and corrected with up to date Form correction slips as on the date of opening of tenders) Clause 2 Authority for fixing compensation Executive Engineer(C), BSNL Civil Division, under Clause 2 Bhubaneswar. Clause 2 A No. Clause 2A for bonus stands deleted Whether Clause 2A shall be applicable Not applicable for this work **3A** Clause 5 Time allowed for execution of 01(One) month work. Authority to give fair and Executive Engineer(C), BSNL Civil Division, reasonable extension of time for Bhubaneswar. completion of work.

6A	Not applicable for this work		
Clause 7			
Gross value of work to be done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment.		1 st & final bill	
Clause 10		TMT bars produced shall be from any of the producers stated below:- (a) TATA (b) SAIL (c) RINL(VIZAG)	
Clause 10 CA		(5)	
Whether Clause 10 CA sh applicable Clause 11	all be	NO.	
Clause 11			
Specification to be follower execution of work.	ed for	CPWD Specifications 2009 Volume I to II with up to date correction slips as on the date of opening of tenders.	
Clause 12			
12.2 and Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not apply.		100%	
Clause 16			
Competent authority for deciding reduced rates.	9	Superintending Engineer(C), BSNL Civil Odisha Zone, Bhubaneswar	
Clause 25			
Competent authority for concilling	ation	Superintending Engineer(C), BSNL Civil Circle, Sambalpur.	
Clause 36(i)			
a) Minimum qualification and of work is:	experie	ence required for Technical Staff for a work when cost	
i) Rs.10 lakhs to Rs. 50 Lakhs.		ate Engineer with "NIL" experience or Diploma eer with five (5) years.	
ii) Rs.50 lakhs to Rs. 200 lakhs.	Gradu	ate Engineer with Five (5) years experience.	
iii) Rs.200 lakhs to Rs. 500 lakhs.	Graduate Engineer with five (5) yearsOne Principal Technical Representative. Graduate Engineer with "NIL" experience or Diploma Engineer with five (5) years experience Technical Representative.		
b) Recovery to be affected from the contractor in the event of not fulfilling the provisions of clause 36(i).	Rs.10000/- per month for Graduate Engineer with "NIL" experience and Rs.15000/- per month with five years experience. Rs.10000/- per month for Diploma Holders with 5 year		
	experi	ence.	

Clause 37(i)					
	stands modified to the tender. The	As per rules applicable as on last date of submission of tender. The rate shall be inclusive of the GST liable to be paid by the contractor.			
Clau	ise 42				
i)	Schedule / statement for determining theoretical quantities of cement & bitumen on the basis of Delhi Schedule of Rates 2016 Printed by CPWD with up to date correction slips as on the date of opening of tenders.				
	Variation permissible on theoretical quantities				
	a) Cement for works with estimated cost put to tender Permissible variation				
	i) not more than Rs.5 Lakhs 3% minus				
	ii) more than Rs.5 Lakhs 2% minus				
	b) Steel reinforcement and structural steel sections for each diameter, section and category. 2% minus				

Star prices to be considered for escalation & recoveries

S		Star Price
N	0	(Rate in Figures and Words)
1	For Cement	Rs. 6,400/- (Rupees Six thousand four hundred) only
2	For Reinforcement Steel conforming to BIS 1786 -	Rs.57,300/-(Rupees Fifty seven thousand three hundred) only.

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

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

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

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

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

CONTRACT AGREEMENT FOR THE WORK OF DATED
Between M/s (refer note) in the town of hereinafter called the contractor (which term shall unless excluded by or
repugnant to be subject or context include its successors and permitted assigns) on the one part and the Bharat Sanchar Nigam Limited hereinafter called the BSNL (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) on the other part
WHEREAS a. The BSNL is desirous that the construction of at at should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special Conditions of the Contract, Special Conditions of the Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, has called for Tender.
b. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and grounds, the form and nature of the site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and waterthereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
c. The tender documents including the BSNL's Press Notice Inviting Tender, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and rates, General obligations, Specifications, Drawings, plan, time schedule for completion of work. Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.
AND WHEREAS The BSNL accepted the tender of M/s (refer note) (Contractor) for the construction of at and conveyed vide letter No dated at the rates stated in the Schedule of quantities for the work and accepted by the BSNL (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract. NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS.

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

PROFORMAS BSNL

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

- In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.
- "The contract is subject to the jurisdiction of Court at Bhubaneswar only." (Where the NIT/Tender has been issued)

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

In Witness whereaf the parties have have here into get their respective hands and scale in

the day and the year first above written.	no set their respective hands and seals in
Signed and delivered for and on behalf of BSNL	Signature and delivered for and on behalf of the contractor
(Bharat Sanchar Nigam Ltd) Official address	(Contractor)
Date Place IN PRESENCE OF TWO WITNESSES SIGNATURE NAME For Proprietory Concern Shri	(hereinafter called the said ntext requires otherwise include his heirs,
For Partnership Concern M/s	ontractor which expression shall unless the s, executors, administrators and legal
For Companies M/s Companies Act, 1956 and having its registered offi	any duly incorporated under the Indian ce atin the state of Contractor which expression shall unless rs and assign)

SCHEDULE "A"

SCHEDULE OF QUANTITIES

Name of the work: Miscellaneous Civil Works in the room no.407 of TERM Cell, 4th floor, Door Sanchar Bhawan, Bhubaneswar.

	Door Sanchar Briawan, Briubaneswar.					
SI. No.	Description of Item	Quantity	Rate (Rs)	Unit	Amount (Rs)	
	Sub-Head: Dismantling and Demolishing					
1	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	3.00		One Square Metre		
9	Sub-Head: Wood and P.V.C. Work					
2	Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with IS: 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm) with double speed adjustment with necessary accessories and screws etc. complete.	1.00		Each		
3	Providing and fixing Pre -laminated medium density fibre board exterior grade (Grade-I) IS:14587:1998 marked, to frame, backing or studding with screws etc. complete (Frames, backing or studding to be paid separately).					
a)	Pre-laminated with decorative lamination on both side exterior Grade - I MDF Board 12 mm thick confirming to IS:14587	1.00		One Square Metre		
Sub-Head : Steel Work						
4	Providing & fixing glass panes with putty and glazing clips in steel doors, windows, clerestory windows all complete with :					
a)	4.0 mm thick glass panes.	7.00		One Square Metre		

9	Sub-Head : Aluminium Work	.		
4	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass/ stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately):			
a)	For fixed portion			
(i)	Powder coated aluminium (minimum thickness of powder coating 50 micron)	12.00	One Kilogram	
b)	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately).			
(i)	Powder coated aluminium (minimum thickness of powder coating 50 micron)	15.00	One Kilogram	

5	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item):			
a)	With float glass panes of 5.50 mm thickness	4.00	Sc	One quare letre
6	Filling the gap in between aluminium frame & adjacent RCC/ Brick/ Stone work by providing weather silicon sealant over backer rod of approved quality as per architectural drawings and direction of Engineer-in-charge complete.			
a)	Upto 5mm depth and 5 mm width	9.00	Ru	One nning letre
9	Sub-Head : Flooring			
7	Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer) with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make in all colours & shade in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1cement: 3 coarse sand), including grouting the joint with white cement &matching pigments etc. complete.			
a)	Size of Tile 600x600 mm (Double charged)	3.00	Sc	One quare letre

8	Providing and laying Vitrified tiles in floor with different sizes (thickness to be specified by the manufacturer), with water absorption less than0.08% and conforming to IS:15622 , of approved brand & manufacturer in all colours and shade, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS: 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately).				
a)	Size of Tile 600x600 mm (Double charged)	25.00		One Square Metre	
	Sub-Head : Finishing		·		
9	Distempering with 1st quality acrylic distemper, having VOC (Volatile Organic Compound) content less than 50 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour.				
a)	One coat.	100.00		One Square Metre	
10	Painting with synthetic enamel paint, having VOC (Volatile Organic Compound) content less than 150 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour.				
a)	One coat.	3.00		One Square Metre	
	Sub-Head: Repairs to Buildings	I			

11	Taking out existing wooden door shutter, repair by cutting, painting etc. and refixing of repaired door shutters to existing door frames, including replacement of hinges with screws, etc. as required, all complete as per the direction of the Engineer-incharge.	1.00		Each	
9	Sub-Head : LMR Items				
12.	Providing and fixing Horizontal Roller type blinds of reputed brands like Vista/ Marvel/ Mac or equivalent make in windows including cost of all labours, materials and fixing charges all complete as per direction of Engineer-in-charge.				
i)	Roller Screen fabric of Classic series of Vista make or FB/ RT series of Marvel make or equivalent including head rail.	5.00		One Square Metre	
13.	Providing and fixing anodised aluminium lock cum handle of superior make for aluminium sliding window shutter all complete as per direction of E.I.C.	6.00		Each	
			Gr	and Total :	

CONTRACTOR

For & on behalf of the TERM Cell, Odisha LSA

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