



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

**TENDER DOCUMENT**

**Name of the work:** - Transportation of clodded cement from the BSNL Civil Store, Ghatikia to RTSD, Bhubaneswar including stacking along the compound wall (East side) of RTSD, Satyanagar, Bhubaneswar.

NIT No. : **56/2018-19/BCD/SDE-IV/BBSR.**

Name of Contractor: -----

Last date of Receipt of Application: **09.11.2018** upto 16.00 hrs

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

Date of opening: **13.11.2018** at 15:30 hours

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

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

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## **IMPORTANT INSTRUCTIONS TO ALL TENDERERS**

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

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Clause as per BSNL W-8 (GCC)	Existing Provision	Modified Provision
Line no 18 to 21 of para 1 of Clause 7	The amount admissible will as far as possible be paid by 10 <sup>th</sup> working day after the day of presentation of the bill by the Contractor to the Engineer-in-charge or his Assistant Engineer together with the account of material issued by the BSNL or dismantled materials, if any. In the case of works outside the headquarter of the Engineer-in-charge, the period of ten working days will be extended to fifteen working days.	The amount admissible will as far as possible be paid by 10 <sup>th</sup> working day after the day of presentation of the bill by the Contractor to the Engineer-in-charge or his Assistant Engineer together with the account of material issued by the BSNL or dismantled materials, if any. In the case of works outside the headquarter of the Engineer-in-charge, the period of ten working days will be extended to fifteen working days. Payment to the contractor shall be released on receipt of the allotment from the competent authority and no claim whatsoever for delay, if any, shall be entertained.

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

Signature of the Tenderer \_\_\_\_\_

Name of the Tenderer \_\_\_\_\_

Seal of the Tenderer \_\_\_\_\_

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

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

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### INSTRUCTIONS TO TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEBSITE:

1. The tender is to be downloaded from the website and print is to be taken on A4 size paper and details are to be entered by the tenderer at the various locations in the document. It is advisable that the downloaded tender document to be printed through a good printer like Laser printer etc., submission of Xerox or photocopy of tender document is prohibited.
2. The tenderer should see carefully and ensure that the complete tender document including schedule of quantities as per the INDEX has been downloaded. While taking print out, it shall be ensured that the document is printed as appearing in the website and there is no change in formatting, no. of pages etc. and all pages are legible and clear.
3. The cost of tender document(Non-refundable, amount mentioned in BSNL W-6 of tender document) will have to be deposited by the tenderer in the form Bank draft of a scheduled bank issued in favour of **Account officer (Cash), O/o General Manager Telecom District, BSNL , Bhubaneswar** along with the tender. This should be enclosed as a separate demand draft, A single demand draft for the cost of tender form and Earnest money deposit will not be accepted. Tender not accompanied with the demand draft towards the cost of tender document will be summarily rejected.
4. The Earnest money deposit required for the work as stipulated in the BSNL W-6 of the tender document also to be submitted separately failing which the tender will be summarily rejected.
5. Tenderers are advised to download the tender document well in advance and submit the tender before the stipulated time. It is the responsibility of the tenderer to check any correction or any modifications published subsequently in website and the same shall be taken into account while submitting the tender. Tenderers shall download corrigendum (if any), print it out, sign and attach it with the main tender document. Tender document not accompanied by published corrigendum/s is liable to be rejected. BSNL will not be responsible for delay in downloading the tender document from the web site.
6. Each page of the tender document shall be signed by the tenderer.
7. Tenderer/s are free to download tender document at their risk and cost, for the purpose of perusal as well as using the same as tender document for submitting the offer. Master copy of the tender document is available in O/o the Engineer, BSNL Civil Division, **Bhubaneswar**. After award of work, agreement will be prepared based on the master copy of tender document available in the above mentioned office. **In case any discrepancy between tender document downloaded from the website and master copy, latter shall prevail and will be binding on the tenderer (s), no claim on this account will be entertained.**
8. If any change/ addition / deletion is made by the tenderer /contractor and the same is detected at any stage even after the award of the tender, full earnest money deposit will be liable to be forfeited and the contract will be liable to be terminated at his / their risk and cost. The tenderer is also liable to be banned from doing business with BSNL Civil wing.

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9. The downloaded "Tender document" in which rates are quoted should be properly bound and sealed. Loose/ spiral bound tender shall be rejected outrightly. 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 corrections/additions/alterations/deletions is detected in the tender document vis-à-vis tender document available on website, the tender shall be treated as non-responsive, shall be summarily rejected and earnest money deposit shall be forfeited.

10. In case of any doubt in the downloaded tender, the same should be got clarified from the concerned Executive Engineer before submitting the tender.

11. While submitting the tender papers, tenderers shall submit the Earnest money plus cost of tender, eligibility credentials and proof of **GST registration** in a separate sealed envelope-1 marked "Earnest Money plus cost of tender and eligibility credentials & Declaration". **The bid will be rejected if all documents as above are not submitted.** The "Tender" shall be placed in sealed envelope-2 and will be superscripted as "Tender". The sealed envelope No. 1 & 2 containing "Earnest money plus cost of tender, eligibility credentials & proof of **GST registration**", and the "Tender" shall be placed in another sealed envelope -3.

All the three envelopes shall superscripted with following data on it:

- (i) Name of work. (ii) Name of tenderer. (iii) Last date of receipt of tender

12. The tender will not be opened and will be returned to the tenderer in case cost of tender document is not submitted and / or EMD is not submitted and / or the tenderer is not eligible based on the credentials submitted by the tenderer. In any case, cost of tender document will not be refunded.

13. Originals of all the credentials shall be produced by the tenderer as and when asked by the concerned Executive Engineer. In case of failure to produce the originals, the tender will not be considered and EMD will be forfeited.

14. The tenderer should in his own interest ensure that every page of the downloaded tender document is signed by him.

**DECLARATIONS TO BE GIVEN BY THE TENDERERS**

**It is to certify that**

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

or

I/We have checked that no page is missing and all pages as per the index are available and that all pages of tender document submitted by us are clear & legible.

I/We have signed all the pages of the tender .

**Date: -**

**Signature of the Tenderer**

Mobile :-

- b) I /We have gone through BSNL W-8 amended up to correction Slip No.5 as available on website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or in the office of SDE(c) and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

**Date: -**

**Signature of the Tenderer**

- c) "I, ..... ..S/o Shri ..... .. resident of ..... hereby certify that none of my relative (s) as defined in para 14 of BSNL W-6 is/are employed in BSNL Civil Zone, Odisha. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me".

NOTE: - (To be certified by all the partners in case of partnership firms, by all the directors in case of companies).

**Date: -**

**Signature of the Tenderer**

1. Other partners    2. Sri \_\_\_\_\_ s/o Sri \_\_\_\_\_ signature:  
3. Sri \_\_\_\_\_ s/o Sri \_\_\_\_\_ signature:  
4. Sri \_\_\_\_\_ s/o Sri \_\_\_\_\_ signature:



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

**NOTICE INVITING TENDER**

**NIT No: 56/2018-19/BCD/SDE-IV/BBSR.**

1.0 The Sub-Divisional Engineer (Civil), BSNL Civil Sub- Division No-IV, Door Sanchar Bhawan, 3<sup>rd</sup> floor, Unit-9, Bhunaneswar-751022, invites for and on behalf of Bharat Sanchar Nigam Limited properly bound and sealed (wax sealed / adhesive tape sealed) item rate tender / e-tender for the following work(s) from those eligible contractors from the approved list of BSNL, DOT, DOP, CPWD, MES, Railways, State PWD( R&B) & other allied departments of State govt., which are eligible to tender in the state PWD Building works. Central & State PSUs shall also be eligible to tender under usual terms and conditions.

Sl. No	Name of Work	Estimated Cost put to tender (in Rs.)	Earnest Money (in Rs.)	Cost of tender document in Rs.	Completion time
1.	Transportation of clodded cement from the BSNL Civil Store, Ghatikia to RTSD, Bhubaneswar including stacking along the compound wall (East side) of RTSD, Satyanagar, Bhubaneswar.	<b>59365.00</b>	<b>1187.00</b>	<b>177/- i/c GST</b>	<b>15(Fifteen) days</b>

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

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

2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. **BSNL W-8**, which is available as a BSNL Publication and also available on BSNL Website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) amended up to correction slip No 6. Tenderer shall quote his rates as per various terms and conditions of the said form, (In case "Tender Documents" are downloaded from the BSNL Website in which rates are to be quoted should be properly bound and sealed) which will form part of the agreement.

3.0 The time allowed for carrying out the work will be **15(Fifteen) days** and shall be reckoned from 5th day after the date of issue of work order or from the first day of the



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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](http://www.odisha.bsnl.co.in)) and date of issue of tender forms will be as follows:

i) Last date of receipt of application **09.11.2018** up to 16:00 hours

ii) Last date of issue of tender forms **12.11.2018** up to 16:00 hours

6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents, can either be downloaded from the BSNL website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or be seen in the office of the **SDE (C), BSNL Civil Sub-Division-IV, Bhubaneswar** between 11:00 hours & 16.00 hours from **06.11.2018 to 12.11.2018** 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 1187.00 (Rupees Eleven Hundred Eighty Seven)** 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-IV, Bhubaneswar** up to 15:00 Hrs. on **13.11.2018** 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: **Transportation of clodded cement from the BSNL Civil Store, Ghatikia to RTSD, Bhubaneswar including stacking along the compound wall (East side) of RTSD, Satyanagar, 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 registration , 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,PAN number ", and the "Tender" shall be placed in another sealed envelope-3.

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

- i) Name of the work.
- ii) Name of the tenderer.
- iii) Last date of receipt of Tender.

**9.2 In case tender document are purchased from Sub-Divisional Office:**

9.2.1 Proof /receipt of paying the cost of tender and Earnest Money as prescribed in the tender to be placed in sealed Envelope-1.

9.2.2 Envelope -2 shall be same as per Para 9.1.2

9.2.3 The sealed envelopes 1&2 shall be placed in another sealed envelope-3.

9.2.4 Same as 9.1.4.

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

9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected. Tender papers stapled and bound along left edge with tape with signature of the contractor partly on tape and partly on first page shall be considered as duly sealed. In case of any correction/ addition/ alteration/ omission in tender document vis-à-vis tender document available on website is detected, the tender shall be treated as non-responsive and shall be summarily rejected.

10.0 Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above-mentioned officer.

10.1 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and subsoil (So far as is practicable), the form and nature of the site, means of access to the site, the accommodation they

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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:

"I, ..... S/o Shri ..... resident of ..... hereby certify that none of my relative (s) as defined above is/are employed in concerned BSNL Civil Zone, Odisha . In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me".

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

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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: -
- 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.
  - Standard BSNL W-8 as on website [www.odisha.bsnl.co.in/tenders](http://www.odisha.bsnl.co.in/tenders).
  - Agreement signed on non-judicial stamp paper as per proforma annexed to the tender document.

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19.0 Payment to the contractors shall be made through e-payment system like ECS & NEFT wherever applicable as detailed below:

- (a) In cities / areas where ECS/NEFT facility is provided by Banks, the tenderer must have Account in such ECS/NEFT facility providing Banks and that Bank A/c No. shall be quoted in the tender by the tenderer.
- (b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
- (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
- (d) The payment to contractors will compulsorily be made through ECS/N NEFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.

20.0 First running account bill shall be paid only after

- (a) signing of the Agreement / Contract by both the parties, and
- (b) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.

21.0 **If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred from further participation in the tenders for a period of six months.**

22.0 General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website: [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) as well as in the Divisional / Sub Divisional office.

23.0 The tenderer shall furnish a declaration to this effect (In case of downloaded tender) that no addition / deletion / correction have been made in the tender document submitted and it is identical to the tender document appearing on website. Every page of downloaded tender shall be signed by the tenderer.

Sub-Divisional Engineer ©  
BSNL Civil Sub-Division-IV, Bhubaneswar  
For & on behalf of the Bharat Sanchar Nigam Limited

**B S N L . W – 7/8**



**BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

STATE: **ODISHA**

CIRCLE: **BSNL Civil Zone Bhubaneswar**

DIVISION: **BSNL Civil Division, Bhubaneswar**

ZONE: **ODISHA CIVIL ZONE**

SUB-DIVISION: **BSNL Civil Sub Division No IV, Bhubaneswar.**

**Item Rate Tender & Contract for Works**

Tender for the work of **“Transportation of clodded cement from the BSNL Civil Store, Ghatikia to RTSD, Bhubaneswar including stacking along the compound wall (East side) of RTSD, Satyanagar, Bhubaneswar.”**

(A)

To be submitted by 15:00 hours on **13.11.2018** to SDE© (C), BSNL Civil Sub-Division-IV, Bhubaneswar.

(i) To be opened in presence of tenderers who may be present at 15:30 hours on **13.11.2018** in the office of SDE(C), BSNL Civil Sub-Division-IV, Bhubaneswar.

(ii) Issued to: -----

(Contractor)

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

Designation: SDE (C), BSNL Civil Sub-Division-IV, Bhubaneswar.

Date of Issue -----

**T E N D E R**

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

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

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

A sum of **Rs .....(Rupees .....)** only has been deposited in the prescribed manner as earnest money. If I / We fail to commence the work specified, I/We agree that the said BHARAT SANCHAR NIGAM LIMITED shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by



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competent authority on behalf of the BSNL towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

I / We hereby intimate that for receiving payments I/We have an account in \_\_\_\_\_ Bank with account No. \_\_\_\_\_ where the ECS/NEFT facility of e-payment is available.

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

I / We agree that should I / We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender (calculated proportionately for each site) shall be absolutely forfeited to BHARAT SANCHAR NIGAM LIMITED and the same may at the option of the competent authority on behalf of BHARAT SANCHAR NIGAM LIMITED be recovered without prejudice to any right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise. **Court Jurisdiction: "I/ We agree that this contract is subject to jurisdiction of court at Bhubaneswar only." (Where the NIT/ Tender has been issued)**

Dated : .....

Witness : .....

(.....)

Signature of Contractor

Address :

Occupation :

Postal Address : .....

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

The above tender, as modified by you (Contractor) and as provided in the letters mentioned hereunder, is accepted by me for and on behalf of BHARAT SANCHAR NIGAM LIMITED for a sum of Rs \_\_\_\_\_

\_\_\_\_\_/-(Rupees \_\_\_\_\_ ) The letters referred to below shall form part of this Contract Agreement:

(a)

For & on behalf of BSNL

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

Name and designation .....

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

### **GENERAL RULES AND DIRECTIONS**

1. All work proposed for execution by contracts will be notified in a form of invitation of tender duly signed by the officer inviting tender will be displayed on the notice board/ pasted in public places or by publication in News papers as the case may be and shall also be on the BSNL website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in).

This form will state the work to be carried out, as well as the date for receipt of application, the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, the performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs and drawings and any other documents, required in connection with the work shall also be open for inspection at the office of the officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each Partner thereof or by the partner(s) as specified in the partnership deed or by the person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partner(s) or by the partner(s) as specified in the Partnership Deed by the person holding a power of attorney authorizing him to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. No single envelope shall include tender for more than one work, but contractors who wish to tender for two or more works shall submit separate envelope for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amount(s) must be quoted in full rupees by ignoring fifty paise and less, and, considering more than fifty paise as rupee one.

5. The officer inviting tender or his duly authorized representative will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. A receipt of earnest money, forwarded therewith, shall be given to all contractors. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor, remitting the same, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment, to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the AO / Sr. AO or a duly authorized Cashier.
8. The memorandum of work tendered for and schedule of the materials to be supplied by the BSNL and their issue-rate shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender document, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
10. In case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender



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in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates, which correspond with the amount worked out by the contractor, shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

**In the event of no rate has been quoted for any item(s) then the rate for such item(s) will be considered as zero and the tender will be decided accordingly. It will be presumed that the contractor has included the cost of this/ these item(s) in other item(s).**

11. In case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the work Rs..... Should be written before the figure of Rs. and word 'P' after the decimal figures, e.g. Rs.2.15 P and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to the two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the rate in words and it should not be written in the next line. All the rates, figures and amount should be legible.
13. The contractor whose tender is accepted, for works with estimated cost put to tender exceeding **Rs.15.00 Lakhs (Rupees Fifteen Lakhs)**, will be required to furnish an irrevocable PERFORMANCE GUARANTEE mentioned elsewhere in the Contract for his proper performance of the contract agreement, (not withstanding and / or without prejudice to any other provisions in the contract) **within 15 days of** issue of letter of Acceptance of Tender. **This guarantee shall be in the form of Fixed Deposit receipts or Guarantee Bonds of a Scheduled Bank or State Bank of India. (Severally for each site calculated proportionately or single for all sites together)**

The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum **at the rate of 5% of gross amount** of each running bill till the sum along with the sum already deposited as earnest money, will amount to **security deposit of 5% of the tendered value of the work**. Such deductions will be made and held by BSNL by way of Security Deposit unless he/they has / have deposited the amount of Security at the rate mentioned above in form of Demand draft / Banker's Cheque / Deposit at call receipt of a Scheduled Bank or State Bank of India in accordance with the form annexed hereto.

In case of works with estimated cost put to tender is up-to and including **Rs.15.00 Lakhs (Rupees Fifteen lakhs)** the **total security deposit deducted shall be 10% (Ten percent) instead of 5% (Five percent) of the tendered value of the work**. Security Deposit shall be recovered @ 10% of gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work.
14. On acceptance of the tender, the name of accredited representative(s) of the contractor, who would be responsible for taking instructions from the Engineer-in-charge, shall be communicated in writing to the Engineer-in-Charge.
15. GST or any other tax on material in respect of the contract shall be payable by the Contractor and BSNL will not entertain any claim whatsoever in respect of the same.
16. 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.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has /have tendered for the same work. Failure to observe this

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condition would render, the tender of the contractors, tendering, as well as witnessing the tender, liable to summary rejection.

18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor of appropriate class, must associate himself with agencies of appropriate class, which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
19. The contractor shall comply with the provision of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer(C), may in his discretion, without prejudice to any other right or remedy, available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the said Act.

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<b>PROFORMA OF SCHEDULES</b>				
<b>SCHEDULE "A"</b>				
"Schedule of Quantities (Enclosed)"				
<b>SCHEDULE "B"</b>				
Schedule of Materials to be issued to the contractor				
S. No	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
--- NIL ---				
<b>SCHEDULE "C"</b>				
Tools and Plants to be hired to the contractor				
S. No.	Description of Item	Hire charges per day	Place of issue	
1	2	3	4	
--- DELETED ---				
<b>SCHEDULE "D"</b>				
Additional conditions & specifications if any. Nil.				
<b>SCHEDULE "E"</b>				
Schedule of component of Materials, Labour etc for escalation				
<b>NO ESCALATION ON MATERIAL AND LABOUR IS PAYABLE FOR THIS WORK. CLAUSE 10C FOR ESCALATION ON MATERIAL AND LABOUR STANDS DELETED BUT CLAUSE 10CA SHALL REMAIN APPLICABLE. CLAUSE 2A BONUS CLAUSE STANDS DELETED.</b>				
<b>CLAUSE 10 C</b>				
Component of Materials expressed as percent of Total Value of Work			<b>"X"</b>	<b>75%</b>
Component of Labour expressed as percent of Total Value of Work			<b>"Y"</b>	<b>25%</b>
Component of POL expressed as percent of Total Value of Work			<b>"z"</b>	<b>0%</b>
<b>SCHEDULE "F"</b>				
(Reference to General Conditions of Contract )				
Name of Work	Transportation of clodded cement from the BSNL Civil Store, Ghatikia to RTSD, Bhubaneswar including stacking along the compound wall (East side) of RTSD, Satyanagar, Bhubaneswar.			
Estimated cost put to tender of the Work	<b>Rs 59365.00</b>			
Earnest Money	<b>Rs 1187.00 (Rupees Eleven Hundred Eighty Seven ) only</b>			

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<b>Performance Guarantee</b> (5% of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs.15 Lakhs)		Rs.....***/-(Rupees .....***/only.
<b>Security Deposit</b> (10 % of the tendered value for works with estimated cost put to tender up to Rs.15 Lakhs) (5% of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. 15 Lakhs)		Rs.....***/-(Rupees .....***/only.
<b>GENERAL RULES AND DIRECTIONS</b>		
<b>Officer inviting tender</b>		SUB-DIVISIONAL ENGINEER(C), BSNL CIVIL SUB-DIVISION-IV, BHUBANESWAR.
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3		100%
<b>Definitions</b>		See below
2(v)	Engineer-in charge	SUB-DIVISIONAL ENGINEER(C), BSNL CIVIL SUB-DIVISION-IV, Bhubaneswar
2(vii i)	Accepting Authority	SUB-DIVISIONAL ENGINEER(C), BSNL CIVIL SUB-DIVISION-IV, Bhubaneswar
2(x)	Percentage on cost of materials and Labour to cover all overheads and profit.	10 %
2(xi)	Standard Schedule of Rates	DELHI SCHEDULE OF RATES- 2016 PUBLISHED BY CPWD with up to date correction slips as on the date of opening of tenders. However item rate in DSR 2016 with C.P. & overheads shall be limited to 10% only in place of 15%.
2(xii )	Department	BSNL
9(ii)	Standard BSNL Contract Form	BSNL W-8 (modified and corrected with up to date correction slips as on the date of opening of tenders)
<b>Clause 2</b>		
Authority for fixing compensation under Clause 2		Executive Engineer(C), BSNL Civil Division, Bhubaneswar.

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<b>Clause 2 A</b>		
Whether Clause 2A shall be applicable		<b>No. Clause 2A for bonus stands deleted</b>
<b>3A</b>		<b>Not applicable for this work</b>
<b>Clause 5</b>		
i)	Time allowed for execution of work.	<b>15(Fifteen) days</b>
ii)	Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer(C), BSNL Civil Division, Bhubaneswar.
<b>6A</b>		<b>Not applicable for this work</b>
<b>Clause 7</b>		
Gross value of work to be done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment.		<b>1<sup>st</sup> &amp; final bill</b>
<b>Clause 10</b>		TMT bars produced shall be from any of the producers stated below:- (a) TATA (b) SAIL (c) RINL(VIZAG)
<b>Clause 10 CA</b>		
Whether Clause 10 CA shall be applicable		NO.
<b>Clause 11</b>		
Specification to be followed for execution of work.		CPWD Specifications 2009 Volume I to II with up to date correction slips as on the date of opening of tenders.
<b>Clause 12</b>		
12.2 and 12.3	Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not apply.	100%
<b>Clause 16</b>		
Competent authority for deciding reduced rates.		Superintending Engineer(C)/BSNL Civil Odisha Zone, Bhubaneswar
<b>Clause 25</b>		
Competent authority for conciliation		Superintending Engineer(C), BSNL Civil Odisha Zone Bhubaneswar.
<b>Clause 36(i)</b>		
a)	Minimum qualification and experience required for Technical Staff for a work when cost of work is:	
i)	Rs.10 lakhs to Rs. 50 Lakhs.	Graduate Engineer with "NIL" experience or Diploma Engineer with five (5) years.

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ii)	Rs.50 lakhs to Rs. 200 lakhs.	Graduate Engineer with Five (5) years experience.
iii)	Rs.200 lakhs to Rs. 500 lakhs.	Graduate Engineer with five (5) years ---One Principal Technical Representative. Graduate Engineer with "NIL" experience or Diploma Engineer with five (5) years experience--- Technical Representative.
b)	Recovery to be affected from the contractor in the event of not fulfilling the provisions of clause 36(i).	Rs.10000/- per month for Graduate Engineer with "NIL" experience and Rs.15000/- per month with five years experience.  Rs.10000/- per month for Diploma Holders with 5 year experience.
<b>Clause 37(i)</b>		
	Extent of <b>GST</b> payable by <b>Contractor</b> for Building and Construction works/Repair & Maintenance works	<b>GST 18% applicable, Any increase/decrease in the rate of GST while making payment of bills will be adjusted accordingly. 100% of the applicable GST is payable by contractor.(Nothing is to be reimbursed to the contractor)</b>
<b>Clause 42</b>		
i)	Schedule / statement for determining theoretical quantities of cement & bitumen on the basis of Delhi Schedule of Rates <u>2016</u> 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

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

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

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

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

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

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

**WHEREAS**

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

**AND WHEREAS**

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

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

		<b>BSNL</b>
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the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, ANDIn 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





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<b>SCHEDULE OF QUANTITIES</b>					
Name of the work: Transportation of clodded cement from the BSNL Civil Store, Ghatikia to RTSD, Bhubaneswar including stacking along the compound wall (East side) of RTSD, Satyanagar, Bhubaneswar.					
Sl. No.	Description of Item	Quantity	Unit	Rate (Rs)	Amount (Rs)
<b>Sub-Head : LMR ITEMS</b>					
1	Transportation of clodded cement from the BSNL Civil store, Ghatikia to Satyanagar BSNL store depot by mechanical means including the cost of loading and unloading of the clodded cement and stacking inside the store yard as per the direction of the Engineer-in-Charge.	76.70	One Metric Tonne		
2	Labour charge for pitching and stacking in proper manner of clodded cement along the compound wall manually by taking the cement bags from the previously stacked place inside the store yard as per the direction of Engineer-in-charge.	76.70	One Metric Tonne		

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

CONTRACTOR

Sub-Divisional Engineer (Civil)  
BSNL Civil Sub-Division-IV  
Bhubaneswar