

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

TENDER DOCUMENT

NIT No.: 13/CD-BMP of 2018-19

Name of work:-

“Construction of DM & SDM Office Building including all services for OFDC at Muniguda (Sub Head: Sinking of 150x125 mm dia tube well including installation of submersible pump set)”.

Estimated Cost : Rs 2,10,233.00
EMD : Rs 4,205.00

Completion period: 1 (One) month

**O/o EXECUTIVE ENGINEER (CIVIL)
BSNL CIVIL DIVISION
BERHAMPUR**

Name of the work: Construction of DM & SDM Office Building including all services for OFDC at Muniguda (Sub Head: Sinking of 150x125 mm dia tube well including installation of submersible pump set)

INDEX

S. No.	Details	Page no
1	Information and instructions for bidders for e-Tendering i/c index	3-4
2	Declaration to be given by the tenderer	5-5
3	Notice Inviting e- Tender (BSNL W-6)	6-11
4	Percentage rate tender / Item rate tender and contract for works (BSNL W-7/8)	12-13
6	Pro forma of Schedules A to F	14-17
7	Additional conditions and specifications	18-22
8	Schedule of quantities	23-25

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Executive Engineer(Civil), BSNL Civil Division, Berhampur invites item rate e-tenders on behalf of BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible contractors of BSNL (Civil Wing) and non-BSNL registered contractors of appropriate class of Public Works Organizations like CPWD, DOP, MES, Railways and State PWD (R&B) of Odisha and other registered contractors of allied departments of State PWD are also eligible to participate in tender for the following work:

Sl. No.	<u>Description</u>	<u>Details</u>
i)	NIT No.	
ii)	Name of Work:	Construction of DM & SDM Office Building including all services for OFDC at Muniguda (Sub Head: Sinking of 150x125 mm dia tube well including installation of submersible pump set)
iii)	Estimated Cost	Rs 2,10,233.00
iv)	Earnest Money	Rs 4,205.00
v)	Period of Completion	1 (One) month
vi)	Last date and time of online submission of tender	15.00 hours on 20.02.2019
vii)	Time and date of online opening of Documents	15.30 hours on 20.02.2019
viii)	Time and date of opening of Online Financial Bids	on or after 15.30 hours on 21.02.2019
ix)	Period during which hard copies of EMD, Registration Certificates, Undertaking and other Documents to be submitted to Division office by only the lowest tenderer.	To be submitted during office hours within a week from the date of opening of Financial Bid. In case the last day happens to be closed holidays, these Documents shall be submitted on the next working day

1. The intending bidder must read the terms and conditions of Tender document carefully. He should submit his bid if he considers himself eligible and he is in possession of all the certificates / documents required.
2. Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
3. The bid document consisting of NIT, plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <http://www.tenderwizard.com/BSNL> or www.orissa.bsnl.co.in free of cost.
4. For e-tendering of this tender, BSNL has engaged e-portal maintained by M/s ITI Limited, New Delhi. Intending bidders shall have to register with M/s ITI Limited, New Delhi to participate in the tendering process. For details kindly visit website <http://www.tenderwizard.com/BSNL> or contact Shri SANJIB MOHAPATRA (Mobile No. 9937488749 or 7377708585). If needed they can be imparted training on online bidding process as per details available on the website.
5. The intending bidders must have valid class-III digital signature to submit the bid.

6. The bid can be submitted only after depositing e-tender Processing Fee in favour of ITI Limited and uploading the mandatory scanned documents as specified within the period of bid submission. **E-tender processing fee is non-refundable.**
7. Copies of eligibility documents and EMD as specified in the notice inviting tender shall be scanned and uploaded on the e-tendering website within the period of tender submission. Bidders can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
8. Bidders must ensure to quote rate of each item. The column meant for quoting rate in figures appears in dark yellow colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
9. After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
10. Financial bids shall be opened online only for bidders for whom EMD and other documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
11. If the contractor is found ineligible after opening of bids, his bid shall become invalid.
12. If any discrepancy is noticed between the eligibility documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder, the bid shall become invalid and.
13. The lowest bidder shall have to submit original instrument for EMD and self-certified copies of all the scanned and uploaded documents within ONE WEEK in the office of tender opening authority.

List of eligibility Documents to be scanned and uploaded within the period of bid submission:

- a) Certificate of registration / enlistment order;
- b) EMD in the form of Treasury Challan/ Demand Draft/ Pay order or Banker`s Cheque/ Deposit at Call Receipt/ FDR of any Scheduled Bank in favour of "Accounts Officer (Cash), O/o GMTD, Berhampur". When amount of earnest money is more than Rs. 5 lakhs, part of earnest money is acceptable in the form of bank guarantee also.
- c) PAN card issued by Income Tax Department;
- d) Certificate of EPF registration, ESIC registration (if applicable), GST registration.
- e) Certificates of Work Experience (for non BSNL registered contractors) from an officer not below the rank of Executive Engineer;
- f) Copies of **Form "A" and partnership deed in case of partnership firm / memorandum of articles of association and power of attorney / authorization to the person who signs the tender in case of companies.**
- g) An undertaking that **"In case I/we become the lowest bidder, Original instrument for EMD and self certified copies of other eligibility documents shall be deposited by me/us with the Executive Engineer calling the tender within ONE WEEK of the opening of financial bid**

otherwise BSNL shall reject the bid and also take action to withdraw my/our enlistment/debar me/us from tendering in BSNL."

DECLARATIONS TO BE GIVEN BY THE TENDERERS

It is to certify that

- a) I /We have gone through BSNL W-8 amended up to correction Slip No.6 as available on website www.tenderwizard.com/BSNL/ www.orissa.bsnl.co.in or in the office of Executive Engineer (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.

- b) In case I/we become the lowest bidder, Original instrument for EMD and self certified copies of other eligibility documents shall be deposited by me/us with the Executive Engineer calling the tender within ONE WEEK of the opening of financial bid otherwise BSNL shall reject the bid and also take action to withdraw my/our enlistment/debar me/us from tendering in BSNL.

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:

BSNL W - 6
BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

NOTICE INVITING e-TENDER

Item rate e-tenders are invited on behalf of **OFDC** from approved and eligible contractors of BSNL (Civil Wing) and Non-BSNL contractors of appropriate class registered with Public Works Organizations like CPWD, Odisha State PWD (B&R) or any other allied department or PSU of Odisha State eligible to tender in Odisha State PWD (B & R)/ DOP/ MES/ Railways and other registered contractors of allied departments of Odisha State PWD are also eligible to participate in tender for the work of **“Construction of DM & SDM Office Building including all services for OFDC at Muniguda (Sub Head: Sinking of 150x125 mm dia tube well including installation of submersible pump set)”**

1. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
 - 1.1 The work is estimated to cost **Rs 2,10,233.00**
 - 1.2 Bidders will be eligible to bid for the work provided they submit proof of their valid enlistment with appropriate authority and required work experience in case of Non-BSNL registered contractors.
 - 1.2.1 Criteria of experience for submission of bid document for Non-BSNL registered contractors of Public Works Organizations like CPWD, Odisha State PWD (B&R) or any other allied department or PSU of Odisha State eligible to tender in Odisha State PWD (B & R)/ DOP/ MES/ Railways and other registered contractors of allied departments of State PWD are also eligible to participate in tender
 - 1.2.1.1 For works up to Rs. 7 lakhs :----NIL----
 - 1.2.1.2 For works above Rs 7 lakhs and up to Rs. 5 Crore and for all specialized works irrespective of its cost, the applicant should have completed works as per details below during the last seven (7) years ending last day of the month previous to the one in which the tenders are invited-
 - a) Three similar completed works each costing not less than the amount equal to **40% of estimated cost**
or
 - b) Two similar completed works each costing not less than the amount equal to **50% of estimated cost**
or
 - c) One similar completed works costing not less than the amount equal to **80% of estimated cost.**

For the purpose of this clause 'Similar work' means 'Building Works/RCC Works/Tower foundation works of tower height not less than 15 M."

Above works should have been carried out in Central/State Government/ Central or State Public Sector Undertakings.

The experience certificate shall clearly indicate the nature of the work and the satisfactory completion of the similar work along with value of work done and date of completion and shall be issued by an officer not below the rank of Executive Engineer.

For the purpose of eligibility, the work/credential in which levy/penalty has been imposed by the authority for delay of said work can not be considered for experience for this tender.

The value of executed works shall be brought to current costing level by enhancing the actual value of executed work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders and shall be rounded off to the nearest hundred rupees.

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. BSNL W-7/8 amended up to correction slip no. 6, which is available on BSNL website www.orissa.bsnl.co.in and also as a BSNL publication in the office of the Executive Engineer (Civil). Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **1 (One) month** and shall be reckoned from **7th day** after the date of issue of work order or from the **1st day** of the handing over of the site whichever is later.
4. The bid document consisting of NIT, plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <http://www.tenderwizard.com/BSNL> and the NIT & General Conditions of Contract can be seen from BSNL website www.orissa.bsnl.co.in.
5. For e-tendering of this tender, BSNL has engaged e-portal maintained by M/s ITI Limited, New Delhi. Intending bidders shall have to register with M/s ITI Limited, New Delhi to participate in the tendering process. For details kindly visit website <http://www.tenderwizard.com/BSNL> or contact Shri SANJIB MOHAPATRA (Mobile No. 9937488749 or 7377708585). If needed they can be imparted training on online bidding process as per details available on the website.
- 5.1 The intending bidders must have valid class-III digital signature to submit the bid.
6. **E-Tender Processing Fee (Non-refundable):** e-Tender Processing Fee amounting to Rs. _____ is to be paid online to the account of M/s ITI Limited through their e-gateway by credit/debit card, internet banking or RGTS/NEFT facility. **E-Tender processing fee cannot be paid in physical form i.e. through Demand draft/ Treasury Challan/ Pay Order or Banker's Cheque etc. E-Tender processing fee is non-refundable.**
7. Earnest Money of Rs. **4,205.00 (Rupees Four thousand Two hundred five only)** in the form of Treasury Challan/ Demand Draft/ Pay order or Banker's Cheque/ Deposit at Call Receipt/ Fixed Deposit Receipt issued in favour of '**Accounts Officer(Cash), O/o GMTD, Berhampur**' payable at **Berhampur** shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

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 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount, Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids will also be acceptable.

The intending bidder has to fill the details of payment instrument for EMD such as banker's name, amount, number and date etc. in the drop down menu of the e-tendering portal. The EMD has to be scanned and uploaded to the e-Tendering website by the intending bidders within the period of bid submission.

The lowest bidder shall submit the original instrument of EMD within ONE WEEK after opening of financial bid failing which the bid shall be rejected and the agency shall be debarred from tendering in BSNL and BSNL may also take action to withdraw the enlistment of such bidder.

8. The bid can be submitted only after depositing e-tender Processing Fee in favour of M/s ITI Limited and uploading the mandatory scanned documents as specified within the period of bid submission.

Following documents are required to be scanned and uploaded by the intending bidder within the period of bid submission:

- a) Certificate of registration / enlistment order;
- b) Payment instrument for Earnest Money (EMD);
- c) PAN card issued by income Tax department
- d) EPF registration, ESIC registration (if applicable) and GST registration
- e) Certificates of Work Experience (for non BSNL registered contractors) from an officer not below the rank of Executive Engineer;
- f) Copies of **Form "A" and partnership deed in case of partnership firm / memorandum of articles of association and power of attorney or authorization to the person who signs the tender in case of companies etc.**, If the bidder is a firm in partnership/ company,
- g) An undertaking that **"In case I/we become the lowest bidder, The original instrument of EMD and self certified copies of other eligibility documents shall be deposited by me/us with the Executive Engineer calling the tender within ONE WEEK of the opening of financial bid otherwise BSNL shall reject the bid and also take action to withdraw my/our enlistment/debar me/us from tendering in BSNL."**

Tenderers are requested not to upload any other certificates or documents. Also only the required experience certificates are to be uploaded.

- 8.1 Bidders must ensure to quote rate of each item. The column meant for quoting rate in figures appears in dark yellow color and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

- 9. (i) Last date and time of online submission of bids – **Up to 15.00 hours on 20.02.2019**
 - (ii) Time and date of online opening of documents – **15.30 hours on 20.02.2019**
- 9.1 Financial bids shall be opened online only for bidders for whom EMD and other documents are found in order and who are found to be eligible to bid for work.

Financial bids of eligible bidders shall be opened at on or after **15.30 hours on 21.02.2019**

On financial bid opening date, eligible bidders can login and see the bid opening process. After opening of bids they will receive the competitor bid sheets.

- 9.2 **The lowest bidder shall have to submit self-certified copies of all the scanned and uploaded documents as specified in notice inviting tender along with original instrument of EMD within ONE WEEK in the office of tender opening authority.**
- 9.3 The bid submitted shall become invalid if:
- (i) The bidder is found ineligible.
 - (ii) The bidder does not upload all the documents (including EPF registration/ESIC registration (if applicable) / GST registration) as stipulated in the bid document ***including the undertaking about submission of original instrument of EMD uploaded.***
 - (iii) ***The lowest bidder does not deposit original instrument for EMD within a week of opening of bid.***
 - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and self-certified copies as submitted ***physically by the lowest bidder*** in the office of bid opening authority.
- 9.4 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.
10. The description of the work is as follows: **“Construction of DM & SDM Office Building including all services for OFDC at Muniguda (Sub Head: Sinking of 150x125 mm dia tube well including installation of submersible pump set)”**
- 10.1 Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.
- The bidder 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 a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
11. The competent authority on behalf of **BSNL** does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

13. The competent authority on behalf of **BSNL** reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
14. 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 as under:

"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. 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.

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. BSNL will not pay any damages to the company or Firm or the concerned person but damages arising on account of such cancellation to be borne by the contractor. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned BSNL Civil Zone. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors or BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.

15. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
16. The tender for the work shall remain open for acceptance for a period of **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 the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

17. In case of works having estimated cost 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 Performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled.
- In case of works with estimated cost put to tender Rs.15, 00,000/- and above, the successful tenderer, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of tender by BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, including extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor, and tender will be cancelled.
18. This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/Contractor shall, within 30 days from such date, formally sign the agreement consisting of: -
- The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - Standard BSNL W-7/8 as on BSNL website www.orissa.bsnl.co.in
 - Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
19. Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below:
- In cities/areas where ECS/EFT facility is provided by Banks, the tenderer must have Account in such ECS/EFT facility providing Banks and that Bank A/c No shall be quoted in the tender by the tenderer
 - 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.
 - 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.
 - The payments to contractors will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
20. First running account bill shall be paid only after
- Signing of the Agreement/Contract by both the parties, and
 - Progress chart has been prepared as required under Clause 5 and approved by the competent authority.
 - After obtaining labour licence, EPF registration, and ESIC registration whatever of the three applicable for this contract or to the contractor.
 - Regarding recording of measurement for contractors bill e-MB or conventional MB may be followed as per direction of the Engineer-in-charge of the work.
21. General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on BSNL website www.orissa.bsnl.co.in as well as in the Division Office.

22. If any terms and conditions under General Rules and Directions, (which can be seen in general conditions of contract available in BSNL website www.orissa.bsnl.co.in is in contravention to terms and conditions as above, the terms and conditions as above shall prevail.

Signature and Name of

**Executive Engineer (Civil)
For & on behalf of
Bharat Sanchar Nigam Limited**

BSNL W – 7/8

**BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

STATE:

DIVISION:

ZONE:

SUB-DIVISION:

Percentage Rate Tender / Item Rate Tender & Contract for Works

E-Tender for the work of: **“Construction of DM & SDM Office Building including all services for OFDC at Muniguda (Sub Head: Sinking of 150x125 mm dia tube well including installation of submersible pump set)”**

1.

- (i) To be submitted by 15.00 hours on: 20.02.2019 (date)**
- (ii) To be opened in presence of tenderer who may be present at 15.30 hours On 20.02.2019.....in office of Executive Engineer (Civil) and financial bid shall be opened at 15.30 Hrs on 21.02.2019..... .**

T E N D E R

I/ We have read and examined notice inviting tender, schedule, A, B, C, D, E & F. specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and Rules referred to in the Conditions of Contract and all other contents in the tender document for the work.

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

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

A sum of **Rs 4,205.00 (Rupees Four thousand Two hundred five)** only has been deposited in prescribed manner as earnest money. If I/We fail to commence the work specified, I/We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of the Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

I/ We hereby intimate that for receiving payments I/we have an account where the ECS/EFT facility of e-payment is available and details of same shall be intimated after issue of letter of acceptance.

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

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

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

Court Jurisdiction: "I/we agree that this contract is subject to jurisdiction of Court at Berhampur only." (Where the NIT/Tender has been issued)

Dated.....

Witness:

Address:

Occupation:

()

Signature of Contractor

Postal Address: -

ACCEPTANCE

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

The letters referred to below shall form part of this Contract Agreement:-

- (a) _____
(b) _____

For & on behalf of the Bharat Sanchar Nigam Limited.

Signature _____

Dated.....

Name and designation

PROFORMA OF SCHEDULES

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

SCHEDULE "A"

Schedule of Quantities - ENCLOSED

SCHEDULE "B"

Schedule of Materials to be issued to the contractor

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

SCHEDULE "C"

Tools and Plants to be hired to the contractor

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

SCHEDULE "D"

Additional Conditions and specifications - Enclosed

SCHEDULE "E"

Schedule of component of Materials, Labour etc. for escalation

No escalation on material and labour is payable for this work. Clause 10C for escalation of material and

labour is not applicable but clause 10CA shall remain applicable.

CLAUSE 10

Component of Materials expressed as a percent of Total Value of Work	“X”	75 %
Component of Labour expressed as percent of Total Value of Work	“Y”	25 %
Component of POL expressed as percent of Total Value of Work	“Z”	0 %

SCHEDULE “F”

(Reference to General Conditions of Contract)

Name of Work	“Construction of DM & SDM Office Building including all services for OFDC at Muniguda (Sub Head: Sinking of 150x125 mm dia tube well including installation of submersible pump set)”	
Estimated cost of Work	Rs. 2,10,233.00 (Rupees Two lakh Ten thousand Two hundred Thirty three only)	
Earnest Money	Rs 4,205.00(Rupees Four thousand Two hundred five only)	
Performance Guarantee (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) (The amount shall be deposited within 15 days from the date of issue of letter of acceptance by the EE©, which can also be extended to a specified period as per the discretion of the NIT approving authority)	Rs. _____	Rupees _____ only
Security Deposit (10 % of the tendered value for works with estimated cost put to tender up to Rs. 15Lakhs) (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

GENERAL RULES AND DIRECTIONS

Officer inviting tender	Executive Engineer (Civil), BSNL Civil Division, Berhampur
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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		50%
Definitions		See below
2(v)	Engineer-in charge	Executive Engineer (Civil), BSNL Civil Division, Berhampur
2(viii)	Accepting Authority	Executive Engineer (Civil), BSNL Civil Division, Berhampur
2(x)	Percentage on cost of materials and Labour to cover all overheads and profit.	10 %
2(xi)	Standard Schedule of Rates	Central Public Works Department Schedule of rates - 2016 for Delhi with up to date correction slips with rates factored by 110/115.
9(ii)	Standard BSNL Contract Form	BSNL W 7/8 form as modified and up to and including correction slip No.6

Clause 2		
Authority for fixing compensation under Clause 2		Executive Engineer (Civil), BSNL Civil Division, Berhampur
Clause 2 A		
Whether Clause 2A shall be applicable		NO
Clause 3 A		
Whether Clause 3A shall be applicable		NO
Clause 5		
i) Time allowed for execution of work		1 (One) Month
ii) Authority to give fair and reasonable extension of time for completion of work.		Executive Engineer (Civil), BSNL Civil Division, Berhampur
Clause 6 A		
Whether Clause 6A shall be applicable		NO
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.		Job order wise first and final bill.
Clause 10		
Reinforcement steel to be used in the work shall have to be procured as below		TMT bars Manufactured by any of the primary producers such as SAIL, TISCO, RINL (VIZAG) JSW, JINDAL panther
Clause 10 C		
		Not applicable

Clause 10 CA	Applicable
Clause 11	
Specification to be followed for execution of work	CPWD Specifications Volume I & II 2009 with up to date correction slips as on the date of opening of the tender
Clause 12	
12.2 & 12.3 Limit for value of any item	50 % (Fifty percent)
Clause 16	
Competent authority for deciding reduced rates	Superintending Engineer (C)/Jt. Chief Engineer(C), BSNL Civil Odisha Zone, Bhubaneswar.

Clause 36(i)

Requirement of Technical Staff and rate of recovery in case of non-compliance shall be as per the following table:

Value of Work	Sl. No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience in years	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
							figures	words
For Agreement amount upto Rs 150 lakhs	1	Graduate Engineer OR Diploma Engineer	Civil	Principal Technical representative	2 years for Graduate Engineer OR 5 years for Diploma Engineer	1	Rs 15,000/-	Rs Fifteen Thousand only
For Agreement amount between Rs 150 lakhs to Rs 500 lakhs	1	Graduate Engineer	Civil	Principal Technical representative	5 years for Graduate Engineer	1	Rs 25,000/-	Rs Twenty Five Thousand only
	2	Graduate Engineer OR Diploma Engineer	Civil	Technical representative	2 years for Graduate Engineer OR 5 years for Diploma Engineer	1	Rs 15,000/-	Rs Fifteen Thousand only

Clause 37(i)

Extent of GST payable by Contractor for Building and Construction works	GST 18% applicable. Any change in the rate of GST while making payment to the contractor will be adjusted accordingly.
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Clause 42 (i)

(i) Schedule / statement for determining theoretical quantities of cement	On the basis of Delhi Schedule of Rates 2016 with up to date correction slips
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	published by CPWD
(ii) Variation permissible on theoretical quantities	
a) Cement for works with estimated costs put to tender	
i) not more than Rs. 5 lakhs	3 % minus
ii) more than 5 lakhs	2 % minus
b) Steel reinforcement and structural steel sections for each diameter, section and category.	2 % minus

Star prices to be considered for escalation and recoveries

Sl. No	Material	Star Price (Rate in Figures and Words)
1	For Cement	Rs 6400.00 (Six Thousand Four Hundred) Only
2	For Reinforcement Steel conforming to BIS 1786 - TMT bars	Rs 57300.00 (Fifty Seven Thousand Three Hundred only)

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

“ADDITIONAL CONDITIONS OF CONTRACT”

The following “Additional conditions” shall be added to the standard conditions to take into account the special requirement of the work.

1. The intending tenderers shall note that the work is of urgent nature and is to be completed within the stipulated period.
2. The tenderers shall take into consideration the Drawings and Specifications and quote the rates accordingly. The quoted rates shall be inclusive of all charges such as Insurance, transportation, taxes fixed by the Central/State Government etc. Nothing extra shall be payable over the quoted rates.
3. The completed work shall be inspected for approval by the “Acceptance Testing Unit of the Telecom. Circle”. It shall be the responsibility of the contractor to offer the completed work for inspection and approval of the A/T in co-ordination with and as per the directions of the Engineer-in-charge and nothing extra shall be payable on this account. If the completed work is not found satisfactory as per the prescribed specifications, corrective measures ordered by the Engineer-in-charge shall be carried out immediately by the contractor without any additional expenditure liability to the BSNL.
4. In case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the contractor shall obtain clarifications in writing from the Engineer-in-Charge before execution.
5. The contractor shall take instructions from the Engineer-in-Charge for stacking of materials in any place. No excavated earth or building materials shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.
6. The surplus excavated earth which is beyond the requirement of the BSNL work may be allowed to be disposed off by the contractor on his own or to sell the surplus earth to private parties at his discretion, but nothing extra shall be paid for carriage of disposal of surplus earth, if the same is not required for any other Government work. The approval of the Engineer-in-Charge in writing is required to be obtained for the above.
7. The structural drawings for the work shall be issued in stages taking into consideration the approved programme as well as the actual progress.
8. The manufactured materials used on the work shall have ISI mark. In case of materials for which no manufacture has been licensed to manufacture, the materials with ISI marking, the material shall conform to the provision of the CPWD specifications. In the case of non-ISI marked materials, tests shall be conducted to ensure that they conform to the specifications or codes mentioned above. BIS marked materials may also be got tested if felt necessary by the Engineer-in-Charge.
9. All materials for which testing is mandatory before being allowed for incorporation in the work shall be purchased well in advance of their actual requirement in the work at site, so as to afford enough availability of time for getting the material tested and obtaining the approval of the Engineer-in-Charge.
10. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying / burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies, conduits for electrical wiring / cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
11. Royalty, if any, at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle, sand and bajri etc. collected by him for the execution of the work direct to the Revenue authority or authorized agent of the State Government concerned or Central Government.
12. The rates quoted shall include all taxes, royalty, seignior age charges that are applicable from time to time as per statutory rules of State / Central Government.
13. The contractor shall make his own arrangements for obtaining electric / water connections, if required, and make necessary payments directly to the Department concerned.
14. The work shall be carried out in a manner complying in all respects with the requirements of relevant byelaws of the Municipal Committee / Municipal Corporation / Development Authority / Improvement Trust under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
15. The contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of the work.

16. No compensation / payment shall be payable to the contractor for any damage caused by rains, snow fall, lightning, wind, storm, floods tornadoes, earthquakes or other natural calamities during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained.
17. Some restrictions may be imposed for regulating the construction/work activities, storage of materials, entry and movement of the personal/workers for security reasons by the competent security in-charge or by the Engineer-in-Charge or his representative and in such case the contractor shall be bound to follow all such restriction/instructions and nothing extra shall be payable on this account.
18. All cement bags and all other similar perishable items shall be stored by the contractor in a separate go-down which shall be exclusively constructed by the contractor for this purpose at his own cost as per general guidelines given in the " Typical Sketch for :-
Cement Godown" under clause 3.2.1.4 of the Specifications. The dimensions given in the said sketch are only indicative and the contractor shall be bound to construct the storage godown of sufficient size so as to properly store the appropriate quantity of cement required for consumption for not less than ONE MONTH. Such go-down shall have weather proof roof and walls. The go-down shall be provided with a single door with arrangement for locking it simultaneously with two locks. The contractor shall be fully responsible for the safe custody of all the materials even if the materials are kept and stored under double lock system. The account of daily receipts and issues of the cement bags shall be maintained in the said register which shall be signed daily by the contractor or by his authorized agent in token of correctness of the entries.
19. The contractor shall also be bound to observe and follow all the provisions of "The Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996" and "The Building and other Construction Workers Welfare Cess Act 1996" and all the rules framed there-under. Nothing extra on this account shall be paid to the contractor.
20. Any cement slurry added over a base surface or for continuation of concreting for better bond is added to have been built in the item unless otherwise specified and nothing extra shall be payable or extra cement considered with consumption on this account. Rates of all items in which use of cement is involved shall be inclusive of curing.
21. Unless otherwise specified in the Schedule of quantities of items, the rate for all items of the work shall be inclusive of pumping out or bailing out water encountered from any sources such as rain, sub-soil water, flood or any other causes whatsoever. The foundation pits, trenches etc. shall be kept free from water while the works below ground level are in progress. Nothing extra on this account shall be payable to the contractor.
22. Unless other wise provided in the schedule of quantities of item of work, the rates tendered by the contractor shall be for all heights, lifts and leads and depth of the building and nothing extra shall be payable to the contractor on this account.

ADDITIONAL SPECIFICATIONS:

1.1.0 GENERAL

- 1.1.1 Civil work shall be in general carried out in accordance with CPWD specifications 2009 Vol-I & II with up to date correction slips.

1.2.0 MATERIALS

1.2.1 Cement:

Apart from the OPC -43 grade cement as specified in General Conditions of Contract , the OPC-43 grade or PSC – Portland Slag Cement confirming to IS: 455 may also be used in the work with the prior approval of the Engineer-in-charge. Hence, the tenderers may quote their rates for the items requiring cement accordingly and nothing extra shall be paid in this regard.

1.2.2 Reinforcement Steel:

The contractor shall procure steel reinforcement bars confirming to relevant BIS codes from main producers as approved by the Ministry of Steel. All other conditions shall be as per General Conditions of Contract.

CONDITIONS FOR OTHER TAXES AND ROYALTIES

- 1. The rates offered should be inclusive of GST liable to be paid by contractor. GST rate is mentioned under clause 37(i) in the schedule-F. Any changes in the in the rate of GST while making payment of bills will be adjusted from the bill of the contractor. Contribution towards EPF, ESIC and other taxes are as applicable. Insurance, loading, unloading, transportation etc should be included on the quoted rates. The rate shall be firm & final.**
- 2. Income Tax and surcharges** over Income Tax etc. at the rates fixed by the Ministry of Finance. Government of India shall be deducted from all the running and final bills of the contractor. Should there be any increase in rate of Income Tax and surcharge during execution of the contract, the same shall be payable by the contractor
- 3. Cost for the welfare of construction workers shall also be deducted from the bills of the contractors.**
- 4. Royalty** shall have to be paid by the contractor on all materials such as stone, bricks, boulders, metal, shingle, bajri, stone aggregate, coarse sand and fine sand etc. or any other materials used for the execution of the work direct to the Revenue Authority of the District/ State Govt. concerned.

**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 <u>10th</u> 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 headquarter of the Engineer-in-Charge, the period of <u>ten</u> working days will be extended to <u>fifteen</u> 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 30th 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 headquarter of the Engineer-in-Charge, the period of thirty working days will be extended to forty five working days.</p> <p>No change</p>

SCHEDULE of QUANTITIES

Name of Work : Construction of DM & SDM Office Building including all services for OFDC at Muniguda (Sub Head: Sinking of 150x125 mm dia tube well including installation of submersible pump set)

Sl.No.	Description of Item	Quantity	Rate (Rs)	Unit	Amount(Rs)
SUB HEAD - I : Civil works					
1	Drilling deep, high yield, perfectly vertical tube well bore in all kinds of soil / strata of specified dia for specified depth below ground level by down the hole hammer drilling or rotary drilling rig or reverse circulation drilling rig or combination drilling rig as suited to the site conditions as per the direction of Engineer-in-Charge. The rate shall be inclusive of all charges such as supply/ hiring of rigs & its accessories, T&P, transportation, consumables, labour etc complete and nothing extra shall be paid on any account. The finished bore hole should be suitable for housing MS/PVC/GI casing pipe which shall be fitted caulked with or without well screws as required for soft/ medium/ hard formation.				
a)	From 0.00m to 30.00 mtr the dia of bore shall be 150mm or more for housing 150mm dia PVC casing pipe.	30.00	m	One Metre	
b)	From 31.00m to 100.00.00mtr. The bore shall be 125mm dia.	70.00	m	One Metre	
2	Supplying medium duty schedule-80 PVC pipe of Oriplast or equivalent make including cost of labour for lowering pipes and accessories and fitted & fixed in a perfectly vertical position including cutting and threading of pipes as necessary, T&P etc. complete and keeping the top of the casing pipe threading i/c plugging the tube well to prevent the foreign matters from above				
a)	150 mm nominal size dia	30.00	m	One Metre	

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b)	200 mm nominal size dia	10.00	m		One Metre	
3	Cleaning and development of tube well with compressor continuously till clear and adequate discharges is obtained from the tube well l/c supply and use of all necessary equipments and labour as per direction of the Engineer-in-charge (This includes for supply of hydrolic data such as yield etc.)	1.00	job		each job	
4	Carrying bactriological and chemical test of water l/c cost of carrying water to the laboratory at Bhubaneswar and submission of test report in the office of SDE(Civil) at Bhubaneswar	1.00	job		each job	
SUB HEAD - II : Electrical works						
1	S.I.T.C. of 1.5 HP Submersible pump motor set capable of delivering 1100 liters to 2800 liters/hour at a head of 98 mtrs to 39 meters, suitable for operation on 220 v single phase 50 Hz.A.C. supply system l/c lowering of pump motor set pipe line arrangement of appropriate tools and tackles etc. as required. (M/s KSB. Make model No.CORA 100 2C/18,with XUMA LX 100mm motor, 1.5 HP having rated current 8.3 Amp with complete S/F of BCH make starter box with voltmeter ammeter and MCB protection arrangement or similar superior make.)	1	Set		Set	
2	S/F 40 mm dia high density poly ethylene pipe for deep tubewell etc as reqd.(m/s Oriplast or s.s. make)	80	Mtr s		Mtr	
3	Supplying of 40 mm dia stainless steel nipple with fixing charges with HDPE pipe by heating & suitable size of brass nut bolt etc complete as reqd.	2	Nos		Each	
4	Supplying & fixing of 20 mm dia medium class G.I pipe for protection of submersible copper cable etc as reqd.	20	Mtr s		Mtr	
5	Supplying & fixing 1X3X2.5 Sq mm. Pvc Insl.weather proof copper conductor flat cable for submersible pump set from motor terminal to the control panel etc as reqd.(m/s finolex or s.s. make)	90	Mtr s		Mtr	

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6	S/F 6 mm dia nylon/plastic rope along with pump set for hanging the pump set in the deep tube well l/c binding etc complete as reqd.	85	Mtr s		Mtr	
7	S/F 6" dia well cap made of with m.s. sheet suitable for covering the tubewell etc as reqd	1	Set		Set	
8	S/F MS clamp made up of 40mmX8mm MS. flat with 4 nos nut & bolt of suitable size etc as reqd.	1	Set		Set	
9	S/F 6-32A SP MCB in existing DB etc as reqd.	1	Set		Set	
10	Supplying and fixing of following sizes of steel conduit along with accessories in surface/recess including painting in case of surface conduit, or cutting the wall and making good the same in case of recessed conduit as required. (a) 20 mm	10	mtr s		Mtr	
11	Supplying of following dia Gun metal Valves l/c fixing the same in the existing pipe line complete etc. as reqd. (M/s Leader Make)					
	a) 40 mm. Dia non return valve.	1	No.		Each	
TOTAL						

**Executive Engineer (Civil)
BSNL Civil Division
Berhampur.**