## TENDER DOCUMENT

Name of work: Replacement of damaged door at Telephone Exchange , R. Udayagiri
NIT No: 02/BSNL/CD-BMP/SDE-BMP/02/2018-19/
Issued to:
Signatures of officer issuing document:
Designation:
Date of Issue:

BSNL Civil Sub-Division
BERHAM PUR

Name of work: Replacement of damaged door at Telephone Exchange, R. Udayagiri..

(NIT No: 02/BSNL/CD-BMP/SDE-BMP/02/2018-19/)

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This tender document contains 28(Twenty-eight) only pages marked as 1 to 28.

S/d

Sub-Divisional Engineer (C) BSNL Civil Sub-Division-I Berhampur

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

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

- 1. The tenderer should see carefully and ensure that the complete tender document including schedule of quantity as per the index given on page '2' has been down loaded and there are 28(Twenty-eight) in all in the tender document.
- 2. The printout of tender document should be taken on 12" paper only and the printer settings etc are such that document is printed as appearing in the web and there is no change in formatting, number of pages etc.
- 3. The tenderer should ensure that **no page** in the down loaded tender document is **missing**.
- 4. The tenderer should ensure that all pages in the down loaded tender document are **legible and clear** and are printed on a good quality paper.
- 5. The tenderer should ensure that every page of the downloaded tender document is signed by tenderer with stamp (seal).
- 6. On **Page 2 (Index page)** of the down loaded tender document, the tenderer should fill the name of the tenderer.
- 7. The tenderer should ensure that the down loaded tender document is properly bound and sealed (wax sealed/ adhesive tape sealed) before submitting the same.
- 8. The loose / spiral bound tenders not properly wax sealed shall be rejected out-rightly.
- 9. In case of any correction/addition/alteration/omission in the tender document, it shall be treated as non-responsive and shall be rejected.
- 10. The tenderer shall furnish a declaration to this effect that no addition/deletion/corrections have been made in the tender document submitted and it is identical to the tender document appearing on Web site.
- 11. The tenderer should read carefully read and sign the declaration given on the next page and the important note on Page 28 before submitting the tender.
- 12. The cost of tender (if not paid earlier) should be submitted along with the EMD as detailed in NIT through separate instruments.
- 13. In case of any doubt in the down loaded tender, the same should be got clarified from the office of the **Sub-Divisional Engineer (Civil)**, **BSNL Civil Sub-Division-I**, **Berhampur** before submitting the tender.
  - 14. The tendered rates shall be inclusive of all taxes i/c GST as applicable.

**CONTRACTOR** 

Sub-Divisional Engineer (Civil)-I

#### DECLARATION (Annexure-I)

# (TO BE GIVEN BY THE TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE WEB)

It is to certify that

- I / We have submitted the tenders in the proforma as downloaded directly from the website.
- I/ We have submitted tender documents which are same / identical as available in the website.
- 3) I / We have **not made any modification / corrections / additions etc** in the tender documents downloaded from web by me / us.
- 4) I / We have checked that **no page is missing** and all pages as per the index are available and that all pages of tender document submitted by us are **clear and legible**.
- 5) I / we have **signed (with stamp) all the pages** of the tender document before submitting the same.
- 6) I / We have properly bound and **sealed (wax sealed/ adhesive tape sealed)** the tender documents properly before submitting the same.
- 7) I / We have submitted the **cost of tender (if not paid earlier)** along with the EMD through separate instruments.
- 8) I/We have read carefully and understood the important instructions to all the tenderers and to tenderers who have downloaded the tenders from the web.
- 9) I have read the instruction no.14 of page no. 3 and have quoted item rates inclusive of all taxes.
- 10) I/ We shall/ will be fully responsible for the genuineness and the correctness of the certificates/ documents submitted by me/ us for obtaining the tender documents. If it is found that I/we have misrepresented the facts or have submitted any false, forged or wrong documents then the earnest money submitted by me/ us shall be liable to be forfeited and I/we shall/ will not be allowed to tender in future.

Dated	
	(CONTRACTOR)

Postal Address

Telephone : Mobile :

(SIGN WITH EAL)

#### BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

OFFICE OF THE SUB-DIVISIONAL ENGINEER (CIVIL), BSNL CIVIL SUB-DIVISION, BERHAMPUR 2ND FLOOR, MICROWAVE BUILDING, BRAHMANAGAR, BERHAMPUR ODISHA, PIN: - 760004 PH No- 06802280314

#### **NOTICE INVITING TENDER**

NIT No: 02/BSNL/CD-BMP/SDE-BMP/02/2018-19/

The Sub-Divisional Engineer(Civil), Bharat Sanchar Nigam Limited, Civil Sub-Division-I, Berhampur 2nd floor, Microwave building, Brahmanagar, Berhampur invites for and on behalf of Bharat Sanchar Nigam Limited wax sealed item rate tender / etender, on behalf of B.S.N.L., for the following work(s) from eligible contractors from the approved list of BSNL, DOT, DOP, CPWD, MES, Railways, Local PWD(Building) & other allied departments of State PWD, which are eligible to tender in the respective state PWD Building works for the Civil wing works. The Central govt/ State Government undertakings shall also be eligible for tendering. In case of Non-BSNL contractors, registered with any of the above said departments, only those are allowed who have been authorized to tender in Odisha state by their enlisting authority:-

SI. No	Name of Work	Estimated cost put to Tender (Rs)	Earnest Money(Rs)	Time Allowed for completion	Tender Cost Rs)
01	Replacement of damaged door at Telephone Exchange , R. Udayagiri.  NIT No:02/BSNL/CD-BMP/SDE-BMP/02/2018-19/	38,262.00	770.00	15 Days	177.00 (including (150+27=177)18% GST)

The contractors shall submit attested copy of valid registration certificate with the appropriate authority, list of works successfully completed and attested copies of certificates/ testimonials from the Department concerned obtained from an officer not below the rank of Executive Engineer-in-charge of the work, while applying for issue of tender papers from the office of Sub-Divisional Engineer(Civil), BSNL Civil Sub-Division—I,Berhampur or while submitting tender obtained by downloading from the website <a href="https://www.orissa.bsnl.co.in/">www.orissa.bsnl.co.in/</a>...

All the intending tenderer shall submit the attested copy with the appropriate authority of valid PAN number ") registration No" & GST registration number.

Rules of enlistment of Contractor in BSNL 2009 are applicable.

Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority. For BSNL enlisted contractors no experience is required.

- 1.2.1 Criteria of eligibility for issue of tender documents for non-BSNL registered contractors of Public works organizations like CPWD, State PWD (B&R), DOP, MES, Railways is:-
- 1.2.1.1 For works upto Rs. 7 Lakhs i.e work at S.No.1 Nil
- 2.0 Agreement shall be drawn with the successful tenderer on the prescribed Form No. BSNL W-7/8, which is available as a BSNL Publication/BSNL Web site <a href="https://www.orissa.bsnl.co.in">www.orissa.bsnl.co.in</a>. Tenderer shall quote his rates as per various terms and conditions of the said form, (In case "Tender Documents" are downloaded from BSNL Website in which rates/percentage are to be

**quoted should be properly bound and wax sealed)** which will form part of the agreement.

- 3.0 The time allowed for carrying out the work will be **as per para 1** from the 7<sup>th</sup> **day** after the date of issue of letter of award of work or from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
- 4.0 The site for the work is available **YES**

**OR** 

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

The last date of receipt of applications for issue of tender forms (In prescribed format/ can also be downloaded from BSNL Website <a href="www.orissa.bsnl.co.in">www.orissa.bsnl.co.in</a>) and date of issue of tender forms will be as follows:

- I) Last date of receipt of application: 22.09.2018 upto 1500 Hrs.
- II) Last date of issue of tender forms: 24.09.2018 upto 1600 Hrs.

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL website <a href="www.orissa.bsnl.co.in">www.orissa.bsnl.co.in</a> or may be seen in the office of the Sub-Divisional Engineer(Civil), Bharat Sanchar Nigam Limited Civil Sub-Division-I , Berhampur , second floor ,MW Building, Brahma nagar Berhampur.-4 between 1100 hours & 1600 hours from date 15.09.2018 to date 24.09.2018 everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of the following:

- (i) As per para 1 only in D/D (including 18 % GST) as cost of tender (Non refundable) and
- (ii) Earnest Money of Rs as per para 1 in D/D/ Banker's cheque/ deposit at call receipt of a scheduled bank/ Fixed deposit receipt of a Scheduled Bank/ Demand Draft of a Scheduled Bank issued in favour of Accounts Officer, BSNL, Berhampur (Payable at Berhampur) only. 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 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.
- (iii) The tender shall be accompanied by Earnest Money along with the cost of tender, if not paid earlier, as in the case of downloaded 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.

- 7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at Para 9 below, will be received by the following office:
- 1) O/o the Sub-Divisional Engineer, Bharat Sanchar Nigam Limited, BSNL Civil Sub-

Division-I, Berhampur- upto 1500 Hrs on dated 26.09.2018 and will be opened by him or his authorized representative in his office on the same day at 1530 Hrs. . If the date of opening of tender happens to be any holiday, the tender shall be received and opened on the next working day.

After opening the main envelope 3, the envelope 1 containing the Earnest Money along with the cost of the tender as applicable and eligibility credentials shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers whose Earnest Money, cost of tender and eligibility is found in order. The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.

8.0 The description of the work is as follows: -

#### As per Para 1.

#### Submission of Tender:

Tender shall be submitted in following manner:-

In case the tender document is downloaded from BSNL website

"Earnest money plus cost of tender and eligibility credentials" shall be placed in sealed envelope-1 marked "Earnest Money plus cost of tender and eligibility credentials".

The "Tender" shall be placed in sealed envelope-2 and will be superscribed as "Tender".

The sealed envelope no. 1 & 2 as above containing "Earnest money plus cost of tender, Eligibility Credentials", and the "Tender" shall be placed in another sealed envelope-3.

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

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

#### In case Tender document is purchased from Sub-Divn-I office.

Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1.

Envelope no. 2 will be as per Para 9.1.2.

The sealed envelopes 1 & 2 shall be placed in another sealed envelope no. 3.

**Note:** In case eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law.

9.3 The tender in which rates/ percentage are to be quoted should be properly bound and wax sealed. Loose/ Spiral bound submission (in case the tender is downloaded from website) shall be rejected out rightly. In case of any correction/ addition/ alteration/ omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.

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.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools and plants, water, electricity, access facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.

- 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 the assignment of a reason. All 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 the Bharat Sanchar Nigam Limited reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

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) and 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 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 of 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 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.
- 16.0 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 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.
- 17.0 In case of works having estimated cost below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-incharge in the Performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled.

In case of works of estimated to cost Rs. 15,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender 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.

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 successful tenderer/ contractor. After submission of performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/ Contractor shall, within 30 days from such date, formally sign the agreement consisting of:

- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard BSNL W-7/8 as on website www.civil.bsnl.co.in
- c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.

Payment to the contractors shall be made through e-payment System like ECS & EFT as detailed below:

- a) In Cities/ areas where ECS/ EFT facility is provided by Banks, the tenderer must have Account in such ECS/ EFT facility providing Banks and that Bank Account 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 the 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 the BSNL unit, the crediting cost will have to be borne by the tenderer only.
- d) The payments to contractors will compulsorily be made through ECS/ EFT in respect of all contracts where the value of the contract is more than Rs. 10 Lakhs.

First running account bill shall be paid only after:

- a) Signing of the Agreement/ Contract by both the parties and.
- b) Progress part 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 further purchase of tenders for a period of Six Months.
- 22.0 General conditions and contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website <a href="www.civil.bsnl.co.in">www.civil.bsnl.co.in</a> as well as in the Division office.

The tender 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 with stamp (Seal) of his firm/ organization

(Signature & Name of the Sub-Divisional Engineer)
Sub-divisional Engineer (Civil)
BSNL Civil Sub-Division-I, Berhampur
For and on behalf of the Bharat Sanchar Nigam Limited

#### No. TCSD/BF/R.Udayagiri/ 74

#### at BerhampurDated 15.09.2018

#### Copy to: - For display on Notice board for wide publicity: - By POST

- 1. The Chief General Manager Telecom, BSNL Orissa Circle, BBSR
- 2. The General Manager Telecom, BSNL SSA Berhampur.
- 3. The Chief Engineer(C), BSNL Orissa Zone, BBSR
- 4. The SuperintendingEngineer(C), BSNL Civil Circle, Sambalpur / BBSR
- 5. The Vigilance Officer, O/o the CGMT, Orissa Circle BBSR
- 6-9. The Executive Engineer(C), BSNL Civil Division BBSR/Cuttack/ Sambalpur/Berhampur
- 10. The Executive Engineer(C), CPWD Civil Division, BBSR
- 11. The Executive Engineer(C), Postal Civil Division, Cuttack.
- 12. The Sr. Accounts Officer (CA) Shri Sudhakar Reddy, O/O the GMTD Berhampur, He is directed to attend the office, Berhampur at the time of opening Date & time of the above tender.
- 13. The SDE© BSNL, Civil Sub-divison Berhampur-II/ Kpt.
- 14-15. The Executive Engineer(C), PWD Civil Division, Berhampur/KPT...
- 16. Notice Board Berhampur
- 17. Concerned files.
- 18-22. Dman /Cashier/Auditor//NIT file/Spare copy, The Officer in charge <a href="www.orissa.bsnl.co.in">www.orissa.bsnl.co.in</a> for uploading please.

Sub-Division Engineer (Civil)
BSNL Civil Sub-Division-I
Berhampur

#### **TENDER APPLICATION FORM**

То

The Sub-Divisional Engineer(C), BSNL Civil Sub-Division-I, Berhampur

authority

Sub: - Re	eplacement of	f damaged do	or at Telephone Ex	xchange , R. Uda	ıyagiri	
(NIT No:	02/BSNL/CD	-BMP/SDE-BMI	P/02/2018-19/ )			
	Departmen	registered t) as Class-	with Contract	or / contractors	s as per de	(Name etails given
Name of Depart ment	Name of Registra tion	Class of Registrat ion	Type of Registration Building/ Road/ track	Validity up to	Tender limit	Work Jurisdiction of enlistment

2) I shall inform BSNL myself/ourselves, as soon as my/our registration is cancelled/ revoked or there is any change in status/partnership/address etc. in my registration.

other.

- 3) The attested copy of partnership deed is enclosed.
- 4) I/we will produce the original documents of all the attested copies submitted herewith, whenever required by the department.

5)	IS/Daughter
	ofresident
	ofhereby
	certify that none of my/our relative(s), as defined in para-14 of BSNLW-6, is/are employed in BSNL Civil Jharkhand zone. Incase at any stage, it is found that information given by me/us is false/incorrect, BSNL shall have absolute liberty to take any decision as deemed fit without prior intimation to me/us.[incase it is not so then give full details indicating name, post, place pf posting and Relation with the tenderer/applicant].
	I/We request that permission may be granted to me / us for the purchase of tender document for the work

Signatures of the authorized Applicant and Seal of Applicant

Enlistment No. & Date.

#### (For contractors who have downloaded the documents)

This Application form duly filled-in is submitted in envelope "1" to enable you to satisfy about my/our eligibility for opening of my/our Earnest money/Tender documents, envelopes.

I/we am/are enclosing the declaration (Annexure – I) attested copies of enlistment certificate, partnership deed, pan card and work experience Certificates.

#### Encls:

- 1. Declaration (Annexure I)
- 2. Attested Copy of enlistment certificate.
- 3. Attested copy of Partnership deed
- 4. Attested Photocopy of PAN Card
- 5. Attested copy of work experience.
- 6. Attested copy with the appropriate authority of "registration No" and GST certificate issued from the competent authority,

Yours faithfully
------------------

	Signatures and name of Dated Address	:
	Telephone	No: -
	E-mail Add	ress:
Important directions for applicants:		

- (i) No space should be left blank.
- (ii) All enclosures listed above must be enclosed.

## The contractor shall submit list of works which are in hand (progress) in the following form:

Name of Work	Name and Particulars of Division where work is being executed	Value of work	Position of Work in progress	
1	2	3	4	5

Signatures and name of Dated Address	of the Contractor : : -
Telephone	No: -
E-mail Add	ress:

#### **ABRIDGED FORM BSNL- W-7/8**

#### **BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

STATE	Odiasha	CIRCLE	BSNL Civil Circle Bhubaneswar
ZONE	BSNL Civil	DIVISION	BSNL Civil Division Berhampur
	Odisha		

#### Item Rate Tender and Contract for Works

Tender for the work: - Replacement of damaged door at Telephone Exchange, R. Udayagiri..

#### **TENDER**

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

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

I/We agree to keep the tender open for **30(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 BSNL shall without prejudice to right of remedy, be at liberty to forfeit 50 % of the said earnest money as aforesaid.

A sum of Rs.......(Rupees......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 receive	ring payments I/We have an account in
Bank with account No.	where the ECS / EFT
facility of e-payment is available.	

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there-from to any person other than a person to whom I/We am/are 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 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.

"I/We agree that this contract is subject to jurisdiction of court at **Berhampur** only." (Where the NIT/ Tender has been issued)

The informa Dated	•	hand is as per proforma enclosed.
Witness: (	)	Signature of Contractor:
Address: Occupation:	**************	Postal Address:

#### ACCEPTANCE

	,	er), is accepted	`	,	•	
Sanchar	Nigam	Limited	for	a	sum	of
Rs		(Rupees_		).		
(a)	etters referred to	o below shall forn	n part of th	is Contrac	t Agreement:	-
(b)		For & on behalf S	of the Bha	arat Sanch	ar Nigam Li	mited.
			Dated_			
		Nama & Das	idnation			

#### PROFORMA OF SCHEDULES

#### SCHEDULE "A"

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

**Note:** The rates at which the material shall be issued to the contractor are inclusive of 5% as storage charges.

#### SCHEDULE "C"

Tools and Plants to be hired to the contractor

S SO.	Description of Item	Hire charges per day	Place of issue
1	2	3	4

#### DELETED

#### SCHEDULE "D"

"Extra schedule for specific requirement/ documents for the work. If any" - "Additional specifications" attached as Schedule- D (Part A) and "Additional Conditions" attached as Schedule-D (Part B).

#### SCHEDULE "E"

Schedule of component of Materials, Labour etc for escalation

#### **CLAUSE 10 C**

Component of Materials expressed as percent of Total Value of Work	"X"	75 %
Component of Labour expressed as percent of Total Value of Work	"ү"	25 %
Component of POL expressed as percent of Total value of Work	"Z"	0%

#### **SCHEDULE "F"**

#### **Reference to General Conditions of Contract**

Name of W	Name of work :- Replacement of damaged door at Telephone Exchain Udayagiri			none Exchange , R.
			(NIT No: 02/BSNL/CD-BMP/SDE-BMP/02/2018-19/	)
Estimated Work	cost	of	Rs 38,262.00 (Rupees Thirty-eight thousand Two hundred s	sixty-two) Only
Earnest		ney	Rs 770.00 (Rupees Seven Hundred Seventy) o	nly.
(As Para 6 of BSNL W-		W-		

Performance Guarantee

Rs. \*\*\*\*\*\*\*) only

Secu (10% Cost p (5% c) from	of the tendered value in the form of Bank Go Schedule Bank in respect of works with Est but to tender exceeding Rs. 15 Lakhs)  rity Deposit  of the tendered value for works with E put to tender upto Rs. 15 Lakhs)  of the tendered value in the form of Bank Go Schedule Bank in respect of works with E but to tender exceeding Rs. 15 Lakhs)	Rs. ********) only stimated uarantee
	GENERAL RULES	S AND DIRECTIONS
Office	ers inviting tender	Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division-I, Berhampur.
work	num percentage for quantity of items of to be executed beyond which rates are to termined in accordance with Clause 12.2 3.	50%
Defin	itions.	See below
2(v)	Engineer-in charge	Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division-I, Berhampur.
2(viii)	Accepting Authority	Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division-I, Berhampur.
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 upto date correction slips.
9(ii)	Standard BSNL Contract Form	BSNL W-8 form as modified and corrected upto date.
Claus	se 2	
Auth Claus	ority for fixing compensation under se 2	Executive Engineer, BSNL Civil Division, Berhampur
	se 2A	
	ther Clause 2A shall be applicable	No
	se 3A	T.V.
Claus	ther Clause 3A shall be applicable	Yes
i)	Time allowed for execution of work.	15 Days
li)	Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer, BSNL Civil Division, Berhampur
Claus	se 6A	
Whetl	her Clause 6A shall be applicable	No
Claus	se 7	
net p mater	s value of work to be done together with payment /adjustment of advances for rials collected, if any, since the last such ent for being eligible for interim payment.	No intermediate payment
Claus	se 10	

	orcement steel to be used in the to be procured :	e work shall	TMT bars conform main/primary	eel to be used in work shall be ning to relevant BIS codes from producers such as etc declared as main/primary ministry of steel.
Clau	se 11		,	,
Speci work.	ification to be followed for ex	ecution of		ons 2009 Volume I to II with up slips as on the date of opening
Clau	se 12			
12.2 12.3	& Limit for value of any individual trade be clauses 12.2. & 12.3 s	eyond which	50%	
Clau	se 16			
Comprates.	petent authority for decid	ling reduced	Executive Engine Berhampur	er (Civil), BSNL Civil Division
Clau	se 36(i)		-	
a)	Minimum qualifications & E with estimated cost put to ten		red for Principal Tech	nical Representative for Civil work
i)	Cost of work more than Rs. 10 lakhs but less than Rs. 50 lakhs.	Cost of work more than Not applicable. Rs. 10 lakhs but less		
ii)	Cost of work Rs. 50 lakhs & above but less than Rs. 200 lakhs.	Not Applicable		
iii)	Cost of work Rs. 200 lakhs & above but less than Rs. 500 lakhs.	Not Applicable	е	
iv)	Cost of work Rs. 500 lakhs & above but less than Rs. 1000 lakhs.	Not Applicable	е	
v)	Cost of work Rs. 1000 lakhs and above.	Not Applicable	е	
b)	Recovery to be affected from the contractor in the event of not fulfilling the provisions of clause 36(i).	Not Applicable	е	
Clau	se 42			
i) (a)	Schedule/ statement for de Delhi Schedule of Rates			Cement, Steel on the basis of to date correction slips.
ii)	Variation permissible on	•		
a)	Cement for works with esti	-		
~/	i) not more than Rs. 5 lakh	•		3% minus
	ii) More than Rs. 5 lakhs			2% minus
b)	Steel reinforcement and st diameter, section and cate		ections for each	2% minus

 Sd	

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Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division-I, Berhampur PROFORMAS BSNL

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

CONTRACT AGREEMENT FOR THE WORK OFDATED
Between M/s (refer note) in the town ofhereinafter called the contractor (which term shall unless excluded by or
repugnant to be subject or context include its successors and permitted assigns) on the one part and the Bharat Sanchar Nigam Limited hereinafter called the BSNL (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) on the other part
WHEREAS  a. The BSNL is desirous that the construction of at at should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special Conditions of the Contract , 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 water thereto 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 conveyed vide letter No
(hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract.

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

- 1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby convenient with the BSNL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
- In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.
- 3. "The contract is subject to the jurisdiction of Court at Berhampur only." (Where the NIT/Tender has been issued)

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

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf of BSNL	Signature and delivered for and on behalf of the contractor
(Bharat Sanchar Nigam Ltd) Official address	(Contractor)
Date Place IN PRESENCE OF TWO WITNESSES	Date Place
SIGNATURE NAME	SIGNATURE NAME
	carrying on business under the name and called the said Contractor which expression shall unless the cors, administrators and legal representatives).
	ontractor which expression shall unless the context requires ors and legal representatives). The partners of the firms are:, And
1956 and having its registered office	Contractor which expression shall unless the context

#### FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

having agreed under the terms and conditions of agreement No. Dated made between and (hereinafter called "the said contractor(s)") for the work (hereinafter called "the said agreement") for compliance of his obligation in accordance with the terms and conditions in the said agreement.
We(indicate the name of the Bank) (hereinafter referred to as(as Bank) hereby undertake to pay to the BSNL and amount not exceeding Rs(Rupeesonly) on demand by the BSNL.
2. We (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from the BSNL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee.  However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute of disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribuna relatingthereto our liability under this present being absolute and unequivocal.
The payment made by us under this bond shall be valid discharge of our liability for payment to there-under and the contractor(s) shall have no claim against us making such payment.
4. We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said agreement have been fully paid and it is claims satisfied or discharged or till Engineer-in-charge on behalf of the BSNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out be the said contractor(s) accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance act of omission on that part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected or so relieving us.
6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the BSNL in writing.
8. This guarantee shall be valid uptounless extended on demand by BSNL.  Notwithstanding anything mentioned above our liability against this Guarantee is restricted to Rs(Rsonly) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.
Date the date of for

#### **AFFIDAVIT**

l/We	have	submitt	ed a	bank	guarantee	for	the	,	work
				(	Name of Worl	۲), Ag	reeme	ent	No
Dated:	<u> </u>			from					(Name of the
Divisio	n) with	a view to	seek e	xemptic	n from paym	ent of	perfor	ma	ance guarantee in cash. This
Bank	guarant	ee expire	s on						
I/We time a		ke to kee	o the va	alidity of	the bank gu	arante	e intad	ct k	by getting it extended from time to
my/ou	r own ir	nitiative up	oto a pe	riod of_					months after the recorded date of
•		•	•		by the Engine				
		emnify the				nited a	gainst	t ar	ny losses arising out of non-
									(Deponent) Signature of Contractor

Note: The affidavit is to be given by the Executants before a first class Magistrate.

#### **IMPORTANT NOTE FOR TENDERERS FOR OUOTING RATES**

- 1. The tendered rates shall be inclusive of all taxes including GST as applicable This condition will prevail upon any other clauses dealing with service tax and Clause 38 of GCC shall stand amended to that extent.
- 2. The Clause 7 of the GCC shall stand amended to the following extent:

Clause as per BSNL W-8(GCC)	Existing Provision	Modified Provision
Line no. 18 to 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-incharge or his Asstt. 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-incharge, the period of ten working days will be extended to fifteen working days.	The amount admissible will as far as possible be passed by 10 <sup>th</sup> working day after the day of presentation of the bill by the Contractor to the Engineer-incharge or his SDE©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-incharge, 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.

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

	SCHEDULE OF QUANT	<u>ITIES</u>			
	Name of Work -: Replacement of damaged doo Udayagiri.	r at Teleph	one Exc	hange , R	
SI No	Description of Items	Quantity	Unit	Rate	Amount
1	Providing and fixing aluminium die cast body tubular type universal hydraulic door closer (having brand logo with ISI, IS: 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm) with necessary accessories and screws etc. complete.	1.00	Each		
2	Steel work welded in built up sections/ framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.				
а	In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	45.00	Kg		
3	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground within 50 metres lead:				
а	With cement mortar 1:4 (1 cement : 4 fine sand).	3.00	Sqm		
4	Renewing glass panes, with putty and nails wherever necessary including racking out the old putty:				
а	Float glass panes of thickness 4 mm.	1.00	Sqm		
5	Taking out doors, windows and clerestory window shutters (steel or wood) including stacking within 50 metres lead:				
а	Of area 3 sq. metres and below	4.00	Each		

6	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass/ stainless steel screws, all complete as per architectural drawings and the directions			
	of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately):			
i	For fixed portion  Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	35.00	Kg	
b	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately).			
i	Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	30.00	Kg	
7	Providing and fixing 12mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS:12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge.			
а	Pre-laminated particle board with decorative lamination on one side and balancing lamination on other side.	5.50	Sqm	
8	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge. (Cost of aluminium snap beading shall be paid in basic item):			
а	With float glass panes of 5.50 mm thickness	1.50	Sqm	
9	Providing and fixing 100mm brass locks (best make of approved quality) for aluminium doors including necessary cutting and making good etc. complete.	3.00	Each	

10	Providing and fixing aluminium round shape handle of outer dia 100mm with SS screws etc. complete as per direction of Engineer-in-charge				
а	Anodized (AC 15 ) aluminium	6.00	Each		
11	Providing and fixing aluminium maruti handle for aluminium sliding windows with necessary screws etc complete as per direction of Engineer-in-charge.	6.00	Each		
12	Deduction for anodising 7.5 micron instead of 15 micron on aluminium section.	65.00	Kg	(-)	
			TOTAL		

Sub-Divisional Engineer(C)-I,