BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

Tender document for the work of

Providing & Laying of antistatic vinyl flooring works to 20 nos BTS sites under BSNL SSA ,PHULBANI.

NIT No. 11/BSNL/CD-BMP/2018-19

Certified that this tender document contains 24(Twenty Four) pages

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

Name of work: Providing & Laying of antistatic vinyl flooring works to 20 nos BTS sites under BSNL SSA ,PHULBANI.

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INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Executive Engineer(Civil), BSNL Civil Division, *Berhampur* invites item rate etenders 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 for the following work. Other registered contractors of allied departments of state PWD are also eligible to participate in tender.

<u>S.</u> <u>No.</u>	<u>Description</u>	<u>Details</u>
i)	NIT No.	11/BSNL/CD-BMP/2018-19
ii)	Name of Work:	Providing & Laying of antistatic vinyl flooring works to 20 nos BTS sites under BSNL SSA ,PHULBANI.
iii)	Estimated Cost	Rs.3,81,240.00
iv)	Earnest Money	Rs.7630.00
v)	Period of Completion	(-03) Months.
vi)	Last date and time of online submission of tender	15:00 hours on 12.10.2018
vii)	Time and date of online opening of Documents	15.30 hours on 12.10.2018
viii)	Time and date of opening of Online Financial Bids	On or after 15.30 hours on 15.10.2018
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

- 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.
- Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
- 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.

<u>List of eligibility Documents to be scanned and uploaded within the period of bid submission:</u>

- 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, **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 firms/ memorandum of articles of association and power of attorney or 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 BSNL."	action	to	withdraw	my/our	enlistment/d	lebar	me/us	from	tendering	in

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.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

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:

BSNLW-6

BHARAT SANCHAR NIGAM LIMITED (A GOVERNMENT OF INDIA ENTERPRISE)

NOTICE INVITING e-TENDER

Item rate e-tenders are invited on behalf of BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) 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 for the work of "Providing & Laying of antistatic vinyl flooring works to 20 nos BTS sites under BSNL SSA ,PHULBANI.

"

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.3,81,240.00 (Rupees three lakh Eighty One thousand Two hundred Forty Only).
- 1.2 Bidders will be eligible to bid for the work provided they submit proof of their valid enlistment with appropriate authority, and have valid EPF number and Service Tax number 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 only.
- 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

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 'Buildings or RCC works and maintenance work'.

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.

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. Certificates indicating annual turnover or different works done under a rate contract/ annual contract shall not be considered as one work

- 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), BSNL Civil Division Berhampur. 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 **03 (Three) Months** and shall be reckoned from **7**th **day** after the date of issue of work order , in accordance with phasing, if any, indicated in the tender document.
- 3.1 The site for the work shall be made available in parts/ in phases and accordingly shall be handed over.
- 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 7630.00 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 'Account officer (Cash),O/o General Manager Telecom District BSNL, 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 etendering 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) Certificate of EPF registration** (for work of estimated cost put to tender above 5.00 Lakh), & **GST registration**.
- e) Certificates of required Work Experience if any(for non BSNL registered contractors) from an officer not below the rank of Executive Engineer;
- f) Copies of Form "A" and partnership deed / memorandum of articles of association and power of attorney / 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."
- 8.1 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.

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 12.10.2018
 - (ii) Time and date of online opening of documents 15.30 hours on 12.10.2018
- 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 15.10.2018
 - 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/ 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: "Providing & Laying of antistatic vinyl flooring works to 20 nos BTS sites under BSNL SSA ,PHULBANI."
- 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 BHARAT SANCHAR NIGAM LIMITED 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 BHARAT SANCHAR NIGAM LIMITED 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:
 - a) 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.
 - b) Standard BSNL W-7/8 as on BSNL website www.orissa.bsnl.co.in
 - c) 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:
 - (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 A/c No shall be quoted in the tender by the tenderer
 - (b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
 - (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
 - (d) The 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
 - a) signing of the Agreement/Contract by both the parties, and
 - b) progress chart has been prepared as required under Clause 5 and approved by the competent authority.
- 21. 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: CIRCLE: DIVISION:

ZONE: SUB-DIVISION:

Percentage Rate Tender / Item Rate Tender & Contract for Works

E-Tender for the work of: "Providing & Laying of antistatic vinyl flooring works to 20 nos BTS sites under BSNL SSA ,PHULBANI."

(A) 1.

- (i) To be submitted online by 1500 hours on 12.10.2018_ (date)
- (ii) Online opening of bid documents at 15:30 hours on 12.10.2018
- (iii) Online opening of Financial Bids of eligible bidders at on or after **15:30 hours on 15.10.2018**

TENDER

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.

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)

(

For & on behalf of the Bharat Sanchar Nigam Limited.

Address:		Signature of Co		
Occupation:	*********	Postal Address:	-	
	ACCEP	TANCE		
		actor) and as provided in the alf of the Bharat Sanchar N		
Rs	(Rupees)	
The letters referred to (a)(b)	<u> </u>	this Contract Agreement:-		

Contractor/ EE(Civil)

Dated.....

Witness:

)

	Signature
Dated	Name and designation

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

Clause No.	Present Provision	Proposed Provision	
Clause 7	No payment shall be made for work, rates as decided by Engineer-in-Charge.	3 to 1 to	
	The amount admissible will as far as possible be paid by 10th 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 ten working days will be extended to fifteen working days. All such interim payment detailed measurement thereof.	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.	

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

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	"Providing & Lag		
	BSNL SSA ,PHULB		
Estimated cost of Work	Rs 3,81,240.00 (Rupees Three Lakh Eighty One thousand Two hundred Forty only)		
Earnest Money	Rs 7,630.00 (Rupees Seven thousand Six hundred thirty only)		
Performance Guarantee (5 % of the tendered variantee from Scheduled with estimated cost put to lakhs) (The amount shall be depoted the date of issue of letter of which can also be extended per the discretion of the NIT	tender exceeding Rs. 15 psited within 15 days from of acceptance by the EE©, and to a specified period as	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
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	BSNL W 7/8 form as modified and up to and

н	Голо	The second secon	
П	⊢Orm	including correction slip No.6	
П	1 01111	including correction slip (40.0	

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	03 (Three) Months			
ii) Authority to give fair and reasonable extension of time for completion of work Clause 6 A	Executive Engineer (Civil), BSNL Civil Division, Berhampur.			
Whether Clause 6A shall be applicable	NO			
are applicable				
Clause 7	Rs. 1.00 lakh			
with net payment/ adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment				
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)			
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 of any individual trade beyond which sub clauses (i) to (v) shall not be applicable	50%(Fifty percent)			
Clause 16	0			
Competent authority for deciding reduced rates	Superintending Engineer (Civil), 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	SI. No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience in years	Number	Rate at which be made from contractor in not fulfilling p clause 36(i) figures	the event of
For Agreement amount upto Rs 150 lakhs	1	Graduate Engineer OR Diploma Engineer	Civil	Principal Technical representati ve	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	1	Graduate Engineer	Civil	Principal Technical representati ve	5 years for Graduate Engineer	1	Rs 25,000/-	Rs Twenty Five Thousand only
Rs 500 lakhs	2	Graduate Engineer OR Diploma Engineer	Civil	Technical representati ve	2 years for Graduate Engineer OR 5 years for Diploma Engineer	1	Rs 15,000/-	Rs Fifteen Thousand only

Clause 37(i)

Extent	of	Service	Tax	payable	by	GST as applicable,
Contrac	ctor	for Buildir	ng and	Construc	tion	
works						

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 published by CPWD					
(ii)							
(11)	,						
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

SI. No	Material	Star Price (Rate in Figures and Words)
1		Rs. 6,400/- (Rupees Six thousand Four Hundred) only
		Rs.57,300/-(Rupees Fifty Seven thousand Three hundred) only.

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

SCHEDULE 'D'

ADDITIONAL CONDITIONS AND SPECIFICATIONS

- The intending tenderers shall note that the work is of urgent nature and is to be positively completed within the stipulated period. Therefore, only those Contractors who are confident and capable of carrying out the work within the stipulated period should apply for the work.
- 2 The contractor should submit a tentative programme of working within seven days of the date of commencement of work for approval to Engineer-in-Charge. The contractor will have to work as per programme approved by the department. No claim whatsoever will be entertained on this account.
- 3 The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings etc. (F.P.S units wherever indicated are for guidance only).
- 4. Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights lifts and leads and depths of the building and nothing extra shall be payable to him on this account.
- 5 Whenever any reference to any Indian Standard Specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof if any, up to the date of receipt of tenders.
- 6 The contractor shall give a performance test of installations as per specifications before the work is finally accepted and nothing extra whatsoever shall be payable to contractor on this account.
- 7 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.
- 8 Other agencies doing work of electrification, external services, other building work, horticulture work etc. for 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 pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the electric and sanitary works etc. and nothing extra over the agreement rates shall be paid for the same.
- 9. Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out water, if required, for which no extra payment will be made. This will include water encountered from any source, such as rains, floods, sub-soil water being high due to any other cause whatsoever.
- 10. It is likely that work is executed in restricted areas and some restrictions may be imposed by the security staff etc., on the working and / or movement of labour, materials etc., the contractor shall be bound to follow all such restrictions / instructions and nothing extra shall be payable on this account.
- 11. Wherever the work site is in non-BSNL premises, the contractor shall take extra precautions for avoiding damages to the building/ premises. The Engineer-in-charge

- shall be indemnified against any claims on account of damages to the building/ premises of the landlord and contractor shall be legally responsible for compensating the landlord as may be assessed by the Engineer-in-charge.
- 12. Any cement slurry added over base surface (or) for continuation of concreting, for better bond is added to have been in built in the item (unless otherwise / explicitly stated) and nothing extra shall be payable (or) extra cement considered with consumption on this account.
- 13. The rate for all items in which the use of cement is involved is inclusive of charges for curing.
- 14. The contractor shall give a performance test of the entire installation (s) as per standard specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
- 15. Cement bags shall be stored in separate go downs to be constructed by contractor at his own cost as per sketch at page 23 of CPWD specifications 2009 Vol. II with weather proof roofs and walls.
- 16. The foundation trenches shall be kept free from water while all the works below ground level are in progress.
- 17. 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.
- 18. The rate for all items of work, shall, unless clearly specified otherwise include cost of all labour, material and other incidentals involved in the execution of the items.
- 19. Normally no departmental materials shall be issued to the contractor for the work. However the Engineer-in-charge may, at his discretion, issue some materials to the contractor for the work. The materials so issued shall be got insured against loss/damages etc. The contractor shall also ensure that only the required quantities of the departmental materials are used for the work. In the event of excess consumption beyond the required quantities, the Engineer-in-charge shall have the right to make recovery at market rates for which certificate of Engineer-in-charge shall be final and binding.
- 20. All materials which are to be tested for use in work shall be procured well in advance so that enough time is available for testing and approval of these materials by the Engineer-in-charge.
- 21. The contractor shall also construct a sample unit complete in all respects within three months from the date of award of work and this sample unit shall be got approved by the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account.
- 22. The contractor shall take instructions from the Engineer-in-charge regarding collection and stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound walls are to be constructed.
- 23. Royalty / seigniorage at the prevalent rates shall have to be paid by the contractor on the boulders, metal, shingle, sand and bajri etc. or any other material where royalty / seigniorage is payable collected by him for the execution of the work direct to the

- revenue / mines authority of the State Government concerned and nothing extra whatsoever shall be payable to contractor on this account.
- 24. The contractor shall make his own arrangements for obtaining electric / water connections, if required, and make necessary payments directly to the Department concerned.
- 25. The contractor shall take all precautions to avoid all accidents by exhibiting necessary day and night caution boards, speed limit board, red flag, red lights and by providing barriers. He shall be responsible for all damages and accidents caused due to negligence in this regard. No hindrance shall be caused to Traffic during the execution of work.
- 26. The contractor shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased delivery is contemplated the provisions mentioned above will apply to each phase.
- 27. 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.
- 28. All materials obtained by the contractor shall be got checked from Engineer-in-charge or his representative on receipt of the same at site before they are actually used.
- 29. The contractor shall clear the site thoroughly of all scaffoldings, materials and rubbish etc. left out of his work and dress the site around the building to the satisfaction of the Engineer-in-charge before the work is considered as complete.
- 30. If as per municipal rules the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.
- 31. The centering and shuttering required for RCC work will be brought to site by the contractor well in advance so that the progress of the upper floors is not hampered due to non- availability of the same. Nothing extra shall be paid for this.
- 32. The contractor must see the proposed site for the work and study specifications and conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions or ignorance of specifications and conditions.
- 33. The tenderer should see the approaches and conditions of the site. If any approach from main road is required at the site or existing approach is to be improved and maintained for cartage and materials by the contractors, the same shall be provided, improved and maintained by the contractor at his own cost.
- 34. Cess under Building and other Construction Worker's Welfare Cess Act 1996 and other construction workers cess rules (Not withstanding anything contained in this contract) shall be recovered from the gross amount of the bill/bills at the rate stipulated under Claude 3(1) of the Building and other Construction Worker's Welfare Cess Act 1996.
- 35. The contractor shall bear all incidental charges for cartage of material required for work and construct suitable go downs, yards at the site of work for storing all the materials so as to be safe against damage by sun, rain, dampness fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his own cost.
- 36. In the item of RCC walls, railing and roofs etc., nothing extra shall be paid for making designs as per patterns given by Architects or for thickness of sections.

- 37. The rates for railing are inclusive of all the labour and the materials including execution as given in the description of the item, portion of the railings which is embedded in the masonry or RCC shall not be included for measurements.
- 38. Apart from OPC-43 grade cement as specified in General Conditions of Contract, OPC-53 grade conforming to IS: 12269 or PSC Portland Slag Cement conforming to IS: 455-1989 or PPC conforming to IS: 1489(Part-1) may also be used in the work. However, while using Portland Pozzolana cement (fly ash blended) conforming to IS: 1489(Part-1), the certificate from PPC manufacturer indicating the percentage of fly ash shall be submitted to the Engineer-in-charge before using the cement in the work
 - In case of OPC-53 grade cement, it shall be ensured that the curing of the concrete work starts just after 4 hours of casting of concrete.
- 39. The compaction of the concrete shall be done by vibrating, table or external vibrator, as approved by Engineer-in-charge. The rate quoted for the item shall include the element of both for form work and mechanical vibration.
- 40. The water will be tested with regard to its suitability for use in RCC work and nothing extra will be paid for on this account.
- 41. The rate of item of reinforcement in RCC work includes all operations including straightening, cutting, bending, binding with annealed steel wire and placing in position at all the floors with all leads and lifts complete.
- 42. The rate of items of flooring is inclusive of providing sunk flooring in bath rooms, Kitchen etc., and nothing extra on this account is admissible.
- 43. The rate of T/ angle iron frame shall include the following:-
- 44.a) M.S. sill / tie of 16 mm dia. bar shall be welded to T-iron door frames to keep the frame vertical in correct position. The sill / tie shall be embedded in floor concrete. No tie is necessary for window frames. In the case of window frame 2 lugs 15 X 3 mm long shall be welded to each vertical member of the frame.
- 45.b) Each T-iron frame for doors shall have 4 nos. M.S. lugs 15 X3 mm, 10 cms long welded to each vertical member of the frame. In case of window frames, two lugs 15 X 3 mm shall be welded to each vertical member of the frame.
- 46.c) M.S flat 8 X 25 mm, 100 mm, long having threaded holes (No. of flats shall correspond to the No. of butt hinges to be fixed to door / window shutter) shall be welded at appropriate places at the back of the T-iron frames for fixing the required butt hinges to the frame with machine screws. M.S flats 8 X 25 mm, 50 mm long with threaded holes, shall be welded to the back of the T- sections to receive the butt hinges for the cleats.
- 47. The M.S flat clamps 15 X 6 mm thick for holding arrangements are to be provided and added as per site conditions. The rate is inclusive of the cost of such cramps.
- 48. The sill tie, lugs, curtain brackets and flats welded for fixing hinges and cleats shall not be measured for the purpose of payment.
- 49. All welding steel work shall be tested for quality of weld as laid down in IS:822 1970 before actual erection. Wherever welding appears it shall mean continuous fillet welding.
- 50. Sanitary fittings, paints, and other materials shall be obtained from one of the firms on the list of approved manufacturers of C.P.W.D. and shall bear I.S.I mark. The materials

- shall be tested as per provision in relevant I.S codes. The contractor's rates for items involving the use of the above materials shall be deemed to cover the cost of samples.
- 51. The contractor shall be responsible for the protection of the sanitary and water supply fittings and other fittings and fixtures against pilferage and breakage during the period of installation and thereafter until the building is handed over.
- 52. Water tanks, taps, pipes, fittings and accessories should conform to the CPWD specifications 2009 Vol. I to Vol. II with up to date correction slips, byelaws and specifications of the Municipal bodies Corporations etc. The contractor should engage licensed plumbers for the work and get the material (fixtures fittings) tested by the municipal bodies / corporation authorities wherever required, at his own cost. The work shall be carried out according to the municipal byelaws.
- 53. The work of water supply, internal sanitary installations and drainage work etc., shall be carried out as per local Municipal Corporation or such local body byelaws and the contractor shall produce necessary completion certificate from such authorities after completion of the work.
- 54. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.
- 55. The sanitary water supply and drainage pipes and fittings and other materials shall be of approved quality shall conform to the relevant C.P.W.D. specifications 2009 Vol. I to Vol. II with up to date correction slips and shall be I.S.I marked. The work shall be carried out without infringing on any of local Municipal byelaws.
- 56. The contractor shall procure steel reinforcement bars confirming to relevant BIS codes from main producers as approved by the Ministry of Steel.

CONTRACTOR

EXECUTIVE ENGINEER(C)

SHEDULE OF QUANTITY Name of work :-Providing & Laying of antistatic vinyl flooring works to 20 nos BTS sites, under BSNL SSA ,PHULBANI. Description of Item Quantity Unit Rate in Amount in Item No Rs. Rs. Sub-Head : LMR ITEM Providing and Laying Antistatic homogeneous poly vinyl chloride sheet of approved make in flooring on a smooth and damp proof base using rubber based adhesives of approved quality and manufacture like Dunlop S-758 Fevicol SR-998 or equivalent including cleaning, levelling & drying of base and rolling with light wooden roller weighing about 5.00Kg, connecting the carbon layers of sheets with copper strips of minimum size 75x25mm at ends of all joints and connecting the strips with copper wire of approved dia. for making earthing in all complete as directed by the Engineer-in-charge. 2.00 mm thick (Antistatic) 360.00 Sqm a) Total Rs

Contractor

EXECUTIVE ENGINEER(C)