



BHARAT SANCHAR NIGAM LIMITED

TENDER DOCUMENT

Name of the work: [Removing and refixing the existing main & wicket gate in new position at T.E. compound at JUJUMORA](#)

NIT No. : [210-25-18-01 dtd 31.08.2018.](#)

Name of the Contractor: _____

Date of application : [Date 07.09.2018 upto 1600 Hrs.](#)

Date of Receipt : [Date 11.09.2018 upto 1500 Hrs.](#)

Tender issued on :

Cost of tender papers : [Rs 177.00 \(One hundred and seventy-seven\) only](#)

Date of opening : [Date 11.09.2018 at 1530 hours.](#)

Certified that this tender document contains [36 \(Thirty Six \) Pages.](#)

BSNL Civil Division
Sambalpur

Name of the work: **Removing and refixing the existing main & wicket gate in new position at T.E. compound at JUJUMORA**

I N D E X

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This tender document contains 36(Thirty Six) only pages marked as 1 to 36.

Executive Engineer (C)
BSNL Civil Division
Sambalpur

IMPORTANT INSTRUCTIONS TO ALL TENDERERS

1. Please go through the directives carefully. Any lapse / departure may lead to:
 - i) Rejection of your tender and / or
 - ii) Forfeiture of your earnest money / and or
 - iii) Recession / Termination of the contract and execution of balance work at the risk and cost of the defaulting contractor,
 - iv) Cancellation of your registration and / or
 - v) Debarring you from future tenders.
2. The tenderers should read carefully and understand all the conditions for the contract, schedule of quantities etc. attached with the tender document before actually quoting for the work.
3. Submission of tender:- The Earnest money, tender document cost, Eligibility credentials including proof of EPF number and Service tax number and tender may be submitted as per para 9.0 to 9.2.4 of BSNL W-6.
4. Any tender in which any of the prescribed condition is not fulfilled or any conditions including that of conditional rebate is put forth by the tenderer shall be summarily rejected. However, any unconditional rebate offered shall be considered.
5. Near relatives of the BSNL employees shall not be permitted to tender and all the intending tenderers will have to give a certificate as defined in para 14 of BSNL W-6.
6. The rates quoted shall include all taxes (including service tax up to the extent mentioned in Schedule-F), Insurance, transportation, royalty charges etc. that are applicable from time to time as per statutory rules of State / Central Govt.
7. The rates shall invariably be written in figures and words and amount for each item worked and filled in the schedule. All corrections made while filling shall be signed.
8. Please fill up the entire tender preferably with one pen only. If the ink pen blots on the paper, please use ball point pen for the entire tender.
9. Correction fluid should not be used in rates quoted in tender documents. In case use of correction fluid is noticed, such tender will be liable for rejection.
10. The tenderer must sign on all pages of the tender document.

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

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

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

11. While submitting the tender papers, tenderers shall submit the Earnest money plus cost of tender, eligibility credentials and proof of **EPF number and GST registration number** in a separate sealed envelope-1 marked "Earnest Money plus cost of tender and eligibility credentials & Declaration". The "Tender" shall be placed in sealed envelope-2 and will be superscripted as "Tender". The sealed envelope No. 1 & 2 containing "Earnest money plus cost of tender, eligibility credentials & proof of EPF number and Service Tax number", and the "Tender" shall be placed in another sealed envelope -3.

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

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

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

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

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

DECLARATIONS TO BE GIVEN BY THE TENDERERS

It is to certify that

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

or

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

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

Date: -

Signature of the Tenderer

Mobile :-

- b) I /We have gone through BSNL W-8 amended up to correction Slip No.5 as available on website www.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

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

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

Date: -

Signature of the Tenderer

1. Other partners
2. Sri _____s/o_Sri _____ signature:
3. Sri _____s/o Sri _____ signature:
4. Sri _____s/o Sri _____ signature:

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o Executive Engineer (Civil), BSNL Civil Division,
4th Floor, DTO Building, Kacheri Road,
Sambalpur- 768001.

NOTICE INVITING TENDER

NIT No: 210-25-18-01 dated 31/08/2018

- 1.0 The Executive Engineer(Civil), Bharat Sanchar Nigam Limited, Civil Division Sambalpur , Door Sanchar Bhawan, Fourth floor , Sambalpur invites for and on behalf of BSNL properly bound and sealed (wax sealed / adhesive tape sealed) item rate tender / e-tender for the following work(s) from those eligible contractors from the approved list of BSNL, DOT, DOP, CPWD, MES, Railways, 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 Government / 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 the state of Odisha by their enlisting authority:-

S. No	Name of Work	Estimated cost put to Tender (Rs)	Earnest Money (Rs)	Time Allowed for completion	Tender Cost
01	Removing and refixing the existing main & wicket gate in new position at T.E. compound at JUJUMORA	53,928.00	1,080.00	45 days	177.00

Note: In case of works having estimated cost put to tender above Rs 5.00 lakhs, the Contractor is mandatorily required to have registration with EPF authorities. In that case the Contractor shall also submit attested copy of valid registration certificate with EPF and service tax authorities, while applying for participation in the tender. Contractors without valid EPF registration and service tax registration are not eligible to submit bids in case of works having estimated cost put to tender above Rs 5.00 lakhs.

- 1.1 The estimated cost put to tender for the work is [Rs 63,635.00 for work at S.No. 1 of Para 1.0 above.](#)
- 1.2 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority and have valid EPF number and GST registration number, if applicable and the required work experience in case not -registered with BSNL. **All the tenderers shall submit attested copy of valid registration certificate with EPF and GST authorities, if applicable, while applying for participation in the tender. Proof for required work experience and valid enlistment shall be in accordance to the provisions of Clause 1.2.1.2.1 to Clause 1.2.1.2.3.**
- 1.2.1 Criteria of experience for issue of tender documents for non-BSNL registered contractors registered with CPWD/ Odisha State PWD (B&R)/ DOP/ MES / Railways or any other allied department or PSU of the Odisha state eligible to tender in Odisha state.
- 1.2.1.1 Experience for works up to 7.00 lakhs –NIL

1.2.1.2 Experience for works above Rs. 7.00 lakhs and up to Rs. 5.00 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 one in which tenders are invited:

a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender.

Or

b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

c) One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

“SIMILAR WORKS”

shall mean construction of Admin / Tech buildings & staff qtrs in RCC frame construction and / or load bearing construction including related sanitary / water supply installation works, road works, compound walls, Construction of Tower foundations / Tower Foundations with Tower Erection, Additions / Alterations / Repairs to Buildings and environmental works executed in Central Govt / State Govt. / Public sector undertakings will be considered as similar works.

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 www.orissa.bsnl.co.in. 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 works will be **15 (Fifteen) days** from the **7th 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: **Not Applicable.**

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

i) Last date of receipt of application: **07/09/2018 upto 1600 Hrs.**

ii) Last date of issue of tender forms: **10/09/2018.**

6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of 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 www.orissa.bsnl.co.in or may be seen in the office of the Executive Engineer(Civil), Bharat Sanchar Nigam Limited Civil Division , Door Sanchar Bhawan, Fourth floor, Sambalpur between 1100 hours & 1600 hours from date **02/09/2018** to date **07/09/2018** 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) **Rs 177.00** only (including GST) as cost of tender (Non refundable) in cash or Demand Drafts/ Pay Orders of a scheduled bank drawn in favour of “**Accounts Officer(Cash), office of the GMTD, BSNL Sambalpur** “ payable at Sambalpur and
- (ii) **The tender shall be accompanied by Earnest Money of Rs 1,080.00 (Rs. One Thousand Eighty) only** in the form of 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(Cash), office of the GMTD BSNL Sambalpur** “ payable at Sambalpur . 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. The “Cost of tender” and “Earnest money” should be submitted through separate instruments.

7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at Para 9 below, will be received by the Executive Engineer (Civil), Bharat Sanchar Nigam Limited, BSNL Civil Division Sambalpur, Fourth floor, Door Sanchar Bhawan, Sambalpur upto 1500 Hrs on dated **11/09/2018** and will be opened by him or his authorized representative in his office on the same day at 1530 Hrs. 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: -

Removing and refixing the existing main & wicket gate in new position at T.E. compound at JUJUMORA

Submission of Tender:

Tender shall be submitted in following manner:-

9.1 In case the tender document is downloaded from BSNL website

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

9.1.2 The “Tender” shall be placed in sealed envelope-2 and will be superscribed as “Tender”.

9.1.3 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.

9.1.4 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.

9.2 **In case Tender document is purchased from Division office.**

9.2.1 Earnest money deposit in required format or proof of payment of EMD (if paid in cash) and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1.

9.2.2 Envelope no. 2 will be as per Para 9.1.2.

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

9.2.4 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.

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 sealed (wax sealed/ adhesive tape 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.

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

10.0.1 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and 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.
- 14.0 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative(s) for this purpose is/are defined as:
- (i) Member of Hindu Undivided family (HUF).
 - (ii) They are Husband and Wife.
 - (iii) The one is related to other in the manner as father, mother, son(s) 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 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 having estimated cost put to tender Rs. 15,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish irrevocable Performance Guarantee of 5% of the tendered amount, in the form of fixed deposit receipts or irrevocable Bank Guarantee, of requisite amount, of any scheduled bank or the state bank of India, 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.

- 18.0 This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in 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.
- 19.0 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.

20.0 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 www.civil.bsnl.co.in as well as in the Divisional/ Sub Divisional office.

23.0 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

Executive Engineer (Civil)
BSNL Civil Division Sambalpur.
For and on behalf of BSNL

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

STATE	Orissa	CIRCLE	BSNL Civil Circle Sambalpur
ZONE	BSNL Civil zone Orissa	DIVISION	BSNL Civil Division Sambalpur

Item Rate Tender and Contract for Works

Name of work- **Removing and refixing the existing main & wicket gate in new position at T.E. compound at JUJUMORA**

- (i) To be submitted by **1500 hours** on dtd **11/09/2018** to Executive Engineer (Civil), BSNL Civil Division Sambalpur.
- (ii) To be opened in presence of tenderers who may be present at **1530 hours** on dtd **11/09/2018** in the office of Executive Engineer (Civil), BSNL Civil Division Sambalpur.

Issued to: _____
(Contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____

T E N D E R

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

I/We hereby intimate that for receiving payments I/We have an account in _____ Bank with account No. _____ where the ECS / 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 [Sambalpur](#) only.”
(Where the NIT/ Tender has been issued)

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

Witness: (_____)
Address:
Occupation:

Signature of Contractor:

Postal Address:

ACCEPTANCE

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

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

- (a)
- (b)

For & on behalf of BSNL.

Signature _____

Dated _____

Name & Designation _____

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. No.	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" for the work" 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		"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		Removing and refixing the existing main & wicket gate in new position at T.E. compound at JUJUMORA		
Estimated cost of Work		Rs 53,928.00 (Rupees Fifty-three Thousand Nine Hundred Twenty-eight)only.		
Earnest Money (As Para 6 of BSNL W-6)		Rs. 1,080/- (Rupees One Thousand Eighty) only.		
Performance Guarantee			Rs. *****./- (Rupees...*****) only	

(5% of the tendered value in the form of Bank Guarantee from Schedule Bank in respect of works with Estimated cost put to tender exceeding Rs. 15 Lakhs)	
Security Deposit (10% of the tendered value for works with Estimated Cost put to tender upto Rs. 15 Lakhs) (5% of the tendered value 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, BSNL Civil Division, Sambalpur
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, BSNL Civil Division, Sambalpur
2(viii) Accepting Authority	Executive Engineer, BSNL Civil Division, Sambalpur
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 with correction slip no. 5.
Clause 2	
Authority for fixing compensation under Clause 2	Executive Engineer, BSNL Civil Division, Sambalpur
Clause 2A	
Whether Clause 2A shall be applicable	No
Clause 3A	
Whether Clause 3A shall be applicable	No
Clause 5	
i) Time allowed for execution of work.	Two months
ii) Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer, BSNL Civil Division, Sambalpur
Clause 6A	
Whether Clause 6A shall be applicable	No
Clause 7	
Gross value of work to be done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible for interim payment.	No intermediate payment
Clause 10	
Reinforcement steel to be used in the work shall have to be procured :	TMT Bars produced shall be from any of the producers stated below: a) TATA b) SAIL c) RINL (VIZAG).

Clause 10 CA		
Whether Clause 10 CA shall be applicable		No
Clause 11		
Specification to be followed for execution of work.		CPWD Specifications 2009 Volume I to II with up to date correction slips as on the date of opening of tenders.
Clause 12		
12.2 & 12.3	Limit for value of any item of any individual trade beyond which clauses 12.2. & 12.3 shall apply.	50%
Clause 16		
Competent authority for deciding reduced rates.		Additional Chief Engineer (Civil)/ Superintending Engineer (Civil), BSNL Civil Circle Sambalpur, as the case may be.
Clause 36(i)		
a)	General guideline for fixing requirement of technical staff and rate of recovery in case of non-compliance, for the work shall be as per the following table:	
i)	Cost of work more than Rs. 10 lakhs but less than Rs. 50 lakhs.	One no. Graduate Civil Engineer with or without experience or one no. diploma Civil Engineer with at least 05(five) years of experience as Principal Technical Representative.
ii)	Cost of work Rs. 50 lakhs & above but less than Rs. 200 lakhs.	One no. Graduate Civil Engineer with at least 05(five) years of experience as Principal Technical Representative.
iii)	Cost of work Rs. 200 lakhs & above but less than Rs. 500 lakhs.	One no. Graduate Civil Engineer with at least 05(five) years of experience as Principal Technical Representative and One no. Graduate Civil Engineer with or without experience or one no. diploma Civil Engineer with at least 05(five) years of experience as Technical Representative.
iv)	Cost of work Rs. 500 lakhs & above but less than Rs. 1000 lakhs.	One no. Graduate Civil Engineer with at least 05(five) years of experience as Principal Technical Representative and Two nos. Graduate Civil Engineer with or without experience or two nos. diploma Civil Engineer with at least 05(five) years of experience as Technical Representatives.
v)	Cost of work Rs. 1000 lakhs and above.	One no. Project manager having degree in corresponding degree of Engineering with at least 10(Ten) years of experience as Principal Technical Representative. and One no. Graduate Civil Engineer with at least 05(five) years of experience as Principal Technical Represent. and Two nos. Graduate Civil Engineer with or without experience or two nos. diploma Civil Engineer with at least 05(five) years of experience as Technical Representatives.
b)	Recovery to be affected from the contractor in the event of not fulfilling the provisions of clause 36(i).	Rs 20,000/- per month for Project manager having degree in corresponding degree of Engineering with at least 10(Ten) years of experience. Rs 15,000/- per month for Graduate Civil Engineer with at least 05(five) years of experience.

		Rs 10,000/- per month for Graduate Civil Engineer with or without experience or for diploma Civil Engineer with at least 05(five) years of experience.
Clause 42		
i) (a)	Schedule/ statement for determining theoretical quantities of Cement, Steel on the basis of Delhi Schedule of Rates 2016 published by CPWD with upto date correction slips.	
ii)	Variation permissible on theoretical quantities.	
a)	Cement for works with estimated costs put to tender	
	i) not more than Rs. 5 lakhs	3% minus
	ii) More than Rs. 5 lakhs	2% minus
b)	Steel reinforcement and structural steel sections for each diameter, section and category.	2% minus

Star prices to be considered for Escalation and Recoveries		
S No.	Material	Star price (Rate in figures and words)
1.	For Cement – 43 grade OPC / 53 grade OPC / PSC conforming to IS 459:1989	Rs 6,400.00 (Rupees Six thousand Four Hundred) only Per Metric Tonne.
2 (a)	For Mild steel	Not Applicable
2 (b)	For reinforcement Steel conforming to BIS 1786 (Fe 415 Grade)	Not Applicable
2 (c)	For reinforcement Steel TMT Bars	Rs 57,300.00 (Rupees Fifty-seven thousand and three hundred) only Per Metric Tonne.
2(d)	For Galvanized Steel	Not applicable

Note:-The rate for recovery under clause 42 shall be same as the star price.

**Executive Engineer (Civil),
BSNL Civil Division
Sambalpur**

SCHEDULE – D (PART A)

Additional specifications

(Para 2.2.1) Stone Aggregate:

Stone aggregate used in the work shall be of hard broken stone to be obtained from approved source (quarries) and shall conform to the relevant provisions in the C.P.W.D. Specifications 2009. It shall conform to IS 383 unless otherwise specified.

(Para 2.2.2) Coarse Sand:

Coarse sand used in the work shall be obtained from approved sources and conform to the relevant provisions in the specifications 2009. Grading of sand for masonry mortar shall conform to IS 216(Table 3.2 of CPWD specifications 2009).

(Para 2.2.2) Fine Sand:

Fine sand used in the work shall be obtained from approved source and shall conform to the relevant provisions in the C.P.W.D. Specifications 2009 as per grading Zone IV. Grading of sand for plaster shall conform to IS 1542(Table 3.2 of CPWD specifications 2009)

N O T E:-

Where only one variety of sand is available, the sand will be sieved for use in finishing work, as directed by the Engineer-in-charge, in order to obtain smooth surface and nothing extra will be paid on this account.

(Para 2.8) Brick Work:

Brick used in the work shall be FPS to be obtained from approved kilns . They shall be well burnt and shall have a compressive strength of not less than 50 Kg/Sq. cm and water absorption percentage of not more than 20% of its dry weight when immersed in the water for 24 hours. In all other respects they shall conform to the bricks of class designations provisions in C.P.W.D. Specifications 2009 with up to date correction slip.

**For & on behalf of BSNL
Executive Engineer (Civil), BSNL Civil Division Sambalpur**

SCHEDULE – D (PART B)

ADDITIONAL CONDITIONS

GENERAL:

The quoted rates for various items in the tender shall be inclusive of all the additional conditions and particular specifications and for adherence to all these conditions and specifications, no extra payment shall be made to the contractor. Any infringement and/or breach of these specification and condition(s) etc. shall render the contractor liable to action(s) under various clauses of the contract and such action stipulated in conditions therein.

1. The Contractor shall maintain safe custody of materials brought to the site. The Contractor shall also employ necessary watch and ward establishment for the work and other purposes as required at his own cost.
 - 1.1 For Cement and Steel and other materials, as prescribed, the quantities brought at site shall be entered in the respective material at site accounts and shall be treated as issued for maintenance of daily consumption.
 - 2.0 The procurement of Cement and Reinforcement Steel, and, their issue and consumption shall be governed as per conditions laid down hereunder.

2.1 Cement

2.1.1 The contractor shall procure 43 grade (conforming to IS:8112) Ordinary Portland cement/ PSC, as required in the work, from reputed manufactures of cement, having a production capacity of one million tonnes per annum or more, such as ACC, L&T, Vikram, Shri cement, Konark and cement corporation of India etc as approved by Ministry of Industry, Govt of India, holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. Supply of cement shall be taken in 50 kg bags bearing manufacture's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of the relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.

2.1.2 The Cement shall be brought at site in bulk supply of approx 50 tonnes or as decided by the Engineer-in-Charge.

2.1.3 The Cement go-down of the capacity to store about 2000 bags of cement or as decided by Engineer-in-Charge shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorised representative and the key of other lock shall remain with the contractor. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.

2.1.4 The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor/ Department in the manner indicated below:

- i. By the contractor, if the results show that the cement does not conform to relevant BIS codes.
- ii. By the Department, if the results show that the cement conforms to relevant BIS codes.

3.0 STEEL

- 3.1.1. The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of steel. In cases when the contractor is required to procure steel reinforcement bars conforming to relevant BIS codes from other than main producers such as secondary producers or re-rollers having BIS Licence, can be done with prior approval of the Engineer-in-charge. The procurement of TMT Bars conforming to relevant BIS codes shall be made from main producers and secondary producers having BIS Licence with prior approval of Engineer-in-charge. The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge. The contractor shall have to obtain and furnish test certificates to the Engineer –in-charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-charge as per provisions in this regard in the relevant BIS codes. In case the test result indicates that the steel arranged by the contractor does not confirm to BIS codes, the same shall stand rejected and shall be removed from the site of work within a weeks time from written order from the Engineer-in-charge to do so.
- 3.1.2. The steel reinforcement shall be brought to the site in quantity of lots as approved by the Engineer-in-charge.
- 3.1.3. The steel reinforcement shall be stored by the contractor at site of work in such way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes (diameters) and lengths shall be stored separately to facilitate easy counting and checking.
- 3.1.4. For steel procured from main producers or secondary producer, for checking nominal mass, tensile strength, bend test, etc. specimen of sufficient length shall be cut from each diameter of the bar at random at frequency not less than that specified below. In case of works costing more than Rs. 2 Crores and when the steel is procured from other than main producers, additional tests such as, retest, re-bend test, elongation test, proof stress may also be conducted.

Size (Diameter) of bar	For consignment	
	Below 100 tonnes	Over 100 tonnes
Under 10m dia.	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10mm to 16 mm dia.	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16mm dia	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

- 3.1.5. The contractor shall supply free of charge the steel bars required for testing. The cost of tests shall be borne by the contractor/ Department in the manner indicated below:
- By the contractor, if the results show that the steel does not conform to relevant BIS codes.
 - By the Department, if the results show that the steel conforms to relevant BIS codes.
- 3.1.6 Coefficient of weight i.e. the weight per unit length of the steel procured by the contractor shall be ascertained at site before using it and certified by the Engineer-in-charge. In case weight per unit length is beyond the rolling margin as laid down in the BIS: 1786, the steel will be rejected and shall be removed from the site of work within; a week's time from written order from the Engineer-in - Charge to do so. In case weight per unit length is more than the standard coefficient of weight for the diameter, but is within the rolling

margin, then the payment shall be made as per the standard weight per unit length, and, where the weight per unit length is lesser than the standard coefficient of weight for the diameter, but is within the rolling margin, the payment shall be restricted with respect to the actual weight per unit length of the diameter.

- 3.2 The standard sectional weights referred to in standard table under para 5.3.3, page 75 of the revised CPWD specifications 2002 for cement mortar , cement Concrete and RCC works, are to be considered for conversion of length of various sizes of Steel Reinforcement bars into weight and are reproduced below ready reference.

SIZE (mm)	WEIGHT (Kg/M)	SIZE(mm)	WEIGHT (Kg/M)
6	0.222	20	2.470
8	0.395	22	2.980
10	0.617	25	3.850
12	0.888	28	4.830
16	1.580	32	6.310
18	2.000	36	7.990

- 3.3 The actual issue and consumption of steel and Cement on the work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.
- 3.4 Steel and Cement brought to site and remaining unused shall not be removed from site without written permission of the Engineer-in-charge.
- 3.5 Cement used in ready mix concrete shall be evaluated based on the certification by the in-charge of the RMC plant in accordance with design approved by the Engineer in-charge.
- 4.0 No payment shall be made to the contractor for any damage caused during the execution of work because of cause(s) not covered under Clause 43 of the Contract. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.
- 4.1 Some restrictions may be imposed by the Statutory Authority etc. on the working and/ or movement of labour, materials etc. and the contractor shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.
- 4.2 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 and nothing extra shall be payable on this account. The work shall be carried out without infringing on any of the local Municipal Bye-Laws.
- 4.3 The rate for every item of work to be done under this contract shall be for all heights, depths, lengths and widths of the structure (except where specially mentioned in the item) and nothing extra will be paid on this account.
- 4.4 The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards such as day and night boards, speed limit boards and flags, red lights and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.

- 4.5 The contractor will work in close liaison, during the works, with other contractors of water supply, sanitary, drainage arrangements, electrical installation and any other works and adjust his work plan accordingly.
- 5.0 **Other Taxes and Royalties**
- 5.1 **Income Tax and surcharges over Income Tax** etc. at the rates fixed by the Ministry of finance, Government of India, shall be deducted from all the running and final bills of the contractor. Should there be any increase in rate of Income Tax and surcharge during execution of the contract, the same shall be payable by the contractor.
- 6.0 **Secured Advance:**
- 6.1 Secured advance on bricks, stone, stone aggregate brought at site for use in the work shall be paid only after receipt of satisfactory test results from the laboratory and provisions under rules.
- 6.2 Secured advance on steel doors, steel windows, etc. shall be paid only after the Engineer-in-Charge has personally verified that the materials brought at site of work, for use in work, conforms to the sample approved by him.
- 6.3 Departmental materials for tower shall be issued to the contractor for the work. In the event of any loss/damage of the departmental materials for which the certificate of the Engineer-in-Charge and cost of recovery as decided by him shall be final and binding.
- 6.4 The contractor shall within 7 (Seven) days of issue of award letter intimate to the concerned sub – Divisional Engineer & Executive Engineer regarding the make / brand / manufacturer of the cement, steel etc, he intends to use in the work.
- 7.0 The make / brand once approved shall not be changed during the currency of the agreement until revised by the Engineer-in-charge.

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

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

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

WHEREAS

- a. The BSNL is desirous that the construction of _____ at _____ should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special Conditions of the Contract , Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, has called for Tender.
- b. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and grounds, the form and nature of the site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and 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 ----- and conveyed vide letter No. ----- dated ----- at the rates stated in the Schedule of quantities for the work and accepted by the BSNL (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract.

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

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

PROFORMAS		BSNL
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- 2. 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 [Sambalpur](#) 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)

(Contractor)

Official address

Date

Date

Place

Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE

SIGNATURE

NAME

NAME

For Proprietary Concern

Shri.....s/o.....r/o.....carrying on business under the name and style of.....at..... (hereinafter called the said Contractor which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

For Partnership Concern

M/sa partnership firm having its registered office at(hereinafter called the said Contractor which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives). The partners of the firms are:

i) Shris/o....., And

ii) Shris/o.....etc..

For Companies

M/sa company duly incorporated under the Indian Companies Act, 1956 and having its registered office atin the state of(hereinafter called the said Contractor which expression shall unless the context requires otherwise include its successors and assign).

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the BHARAT SANCHAR NIGAM LIMITED (hereinafter called "the BSNL") 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. _____ (Rupees only) 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 or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto _____ 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 by 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 in 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 upto _____ unless extended on demand by BSNL. Notwithstanding anything mentioned above our liability against this Guarantee is restricted to Rs. _____ (Rs. _____ only) 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

(Indicate the name of Bank)

AFFIDAVIT

I/We have submitted a bank guarantee for the work _____
_____ (Name of Work), Agreement No . _____

Dated: _____ from _____ (Name of the
Division) with a view to seek exemption from payment of performance guarantee in cash. This Bank
guarantee expires on _____

I/ We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time
at
my/our own initiative upto a period of _____ months after the recorded date of
completion of the work or as directed by the Engineer in charge.

I/We also indemnify the Bharat Sanchar Nigam Limited against any losses arising out of non-encashment of
the bank guarantee if any.

(Deponent) Signature of Contractor

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

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

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

**Notice for appointment of Arbitrator
(Refer Clause 25)**

To,

**The Chief Engineer
BSNL Civil Zone**

.....

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

**Specimen signatures of the applicant
(only the person/authority who signed the contract should sign)**

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully,

(Signatures)

Copy in duplicate to:

1. The Executive Engineer,
.....Division.

IMPORTANT NOTE FOR TENDERERS FOR QUOTING RATES

The Quoted rates are inclusive of entire GST either payable through BSNL or directly by the Contractor. Nothing extra shall be paid to the contractor for GST.

Signature of the Tenderer _____

Name of the Tenderer _____

Seal of the Tenderer _____

SCHEDULE OF QUANTITY

Name of work :- Removing and refixing the existing main & wicket gate in new position at T.E. compound at JUJUMORA

Sl.No.	Description of items	Qty	Unit	Rate	Amount
Sub-Head : Earth Work					
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
a)	All kinds of soil.	2.50	Cum		
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	1.00	Cum		
Sub-Head : Concrete Work					
38	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
h)	1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size)	0.30	Cum		
1	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :				
a)	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	1.00	Cum		
2	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement :				

a)	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size)	0.80	Cum
3	Centering and shuttering including strutting, propping etc. and removal of form for all heights:		
a)	Foundations, footings, bases of columns, etc. for mass concrete.	6.50	Sqm
b)	Columns, Pillars, Piers, Abutments, Posts and Struts.	14.50	Sqm
3	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level.		
a)	Thermo-Mechanically Treated bars of grade Fe-500 D or more.	55.00	Kg
4	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.		
a)	Thermo-Mechanically Treated bars of grade Fe-500 D or more.	55.00	Kg
5	Smooth finishing of the exposed surface of R.C.C. work with 6 mm thick cement mortar 1:3 (1 Cement : 3 fine sand)	9.00	Sqm
1	Structural steel work in single section fixed with or without connecting plate including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	5.00	Kg
1	12 mm cement plaster of mix :		
a)	1:6 (1 cement: 6 fine sand)	3.00	Sqm
2	15 mm cement plaster on the rough side of single or half brick wall of mix :		

a)	1:6 (1 cement: 6 fine sand)	3.00	Sqm
3	Finishing walls with water proofing cement paint of required shade :		
a)	New work (Two or more coats applied @ 3.84 kg/10 sqm).	15.00	Sqm
4	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :		
a)	Two or more coats on new work.	9.00	Sqm
1	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.		
a)	Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	0.30	Cum
b)	Nominal concrete 1:4:8 or leaner mix (i/c equivalent design mix)	0.30	Cum
2	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in-charge.	1.00	Cum
3	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge..		
a)	In cement mortar	3.50	Cum
1	Brick work with common burnt clay modular bricks of class designation 5.0 in foundation and plinth in:		
a)	Cement Mortar 1:6 (1 cement : 6 coarse sand).	1.00	Cum
2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 5.0 in superstructure above plinth level up to floor V level in all shapes and sizes in :		
a)	Cement mortar 1:6 (1 cement : 6 coarse sand)	0.50	Cum

3	Removing and refixing the steel gate including the cost of necessary welding, fixing hold fast in columns as per direction of Engineer in charge.		
a)	Double (M.S. gate) leaf shutter (size 4.00x1.65 mtr)	1.00	Job
b)	Single(M.S. Gate) leaf shutter (size 1.2x1.65 mtr)	1.00	Job

**Executive Engineer(Civil)
BSNL Civil Division,
SAMBALPUR.**