



**BHARAT SANCHAR NIGAM LIMITED**

*(A Government of India Enterprise)*

**E-Tender document  
for the work of**

**Sinking of one no. 150 x 125mm dia and 150 mtr. depth Borewell through D.T.H or Combination drilling rig in hard rock area / soft rock area including PVC Casing Pipe, submersible pump and water supply fittings in OFDC compound at Sector-21, Rourkela.**

**BSNL CIVIL DIVISION, SAMBALPUR**

## **GENERAL GUIDELINES**

1. BSNL W-6, Abridged form BSNL W-8, Schedules A to F, Special conditions / specifications and drawings will be issued to intending tenderers only. The Standard Form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by the both parties after acceptance of tender. The standard forms shall be available in downloadable manner from the website [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) under the tab “Tenders/Civil”
2. All blanks are confined to Notice Inviting Tender (BSNL W-6) and Schedule A to F
3. The Executive Engineer shall fill up all the blanks in BSNL W-6 and in Schedules B to F before issue of Tender Papers
4. The intending tenderers will quote their rates in Schedule A (BSNL-3)
5. The Proforma for registers and Schedules A to F are only for information and guidance. These are not be filled in the Standard Form. The Schedules with all blanks, dully filled, shall be separately issued to all intending tenderers for filling and returning the same in the manner prescribed. The Schedules can also be downloaded from website [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) under the tab “Tenders/Civil”

## **INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING**

The Executive Engineer(Civil),BSNL Civil Division, **Sambalpur** invites item rate e-tender on behalf of OFDCL 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 of Odisha and other registered contractors of allied departments of State PWD for the following work:

- | Sl.No. | Description  | Details   |
|--------|--|---|
| i.     | NIT No. 210-09-18-01   | Dated 23.05.2018  |
|        | Name of Work:-   | <b>Sinking of one no. 150 x 125mm dia and 150 mtr. depth Borewell through D.T.H or Combination drilling rig in hard rock area / soft rock area including PVC Casing Pipe, submersible pump and water supply fittings in OFDC compound at Sector-21, Rourkela.</b> |
| ii.    | Estimated Cost   | : Rs. <b>2,70,678.00</b>  |
| iii.   | Earnest Money (In Rs.)   | : Rs. <b>5420.00</b>  |
| iv.    | Validity Period of issue of work Order   | : <b>1(One)</b> Month.  |
| v.     | Last date and time of on-line submission of tender:  | 15.00 hours on 04.06.2018   |
| vi.    | Time and date of online opening of Documents   | : 15.30 hours on 04.06.2018   |
| vii.   | Time and date of opening of Online Financial Bids  | :15.30 hours on 05.06.2018  |
| viii.  | Period during which hard copies of EMD, Registration Certificates, Undertaking and other Documents to be submitted to Division office by only the lowest Tenderer.   | To be submitted during office hours within a week from the date of opening of Financial Bid. In case the last day happens to be closed holidays, these Documents shall be submitted on the next working day.  |
| 1.     | The intending bidder must read the terms and conditions of Tender document carefully. He should submit his bid if he considers himself eligible and he should be in possession of all the certificates / documents required. |   |
| 2.     | Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.  |   |
| 3.     | The bid document consisting of NIT, plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and  |   |

conditions of the contract to be complied with and other necessary documents can be seen and downloaded from

<http://www.tenderwizard.com/BSNL> or [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) at free of cost.

4. But the bid can be submitted only after depositing e-tender Processing Fee in favour of ITI Limited and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker`s Cheque or Deposit at call Receipt or Fixed Deposit Receipts or Bank Guarantee of any Scheduled Bank towards EMD in favour of **Accounts Officer(A&P), O/o CGM, BSNL, Bhubaneswar** and other documents as specified.
5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The intending bidder must have valid class-III digital signature to submit the bid. 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. While submitting the revised bid, contractor 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.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
9. Contractor must ensure to quote rates of each item. The column meant for quoting rates in figures appears in dark yellow colour and the moment rate is entered, it turns sky blue color.  
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 in rate column is left blank and no rate is quoted by the bidder, the rate of such item shall be treated as "0" (ZERO).
10. If the contractor is found ineligible after opening of bids, his bid shall become invalid and e-Tender Processing Fee shall not be refunded.
11. For the Eligibility Documents uploaded online, if any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and e-Tender Processing Fee shall not be refunded.
12. Copy of Enlistment Order and certificate of work experience and other eligibility documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of tender submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder along with original EMD of the scanned copy of EMD uploaded within ONE WEEK physically in the office of tender opening authority.

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

- a) Certificate of registration / enlistment order.
- b) Treasury Challan/Demand Draft/Pay order or Banker's Cheque /Deposit at Call Receipt/FDR/ Bank Guarantee of any Scheduled Bank against EMD.
- c) Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank towards Cost of Bid Document.
- d) PAN card issued by Income Tax Department.
- e) Certificate of Goods and Service tax(GST) registration
- f) Certificates of Work Experience (for non BSNL registered contractors).
- g) If the bidder is a firm in partnership/ company, then the hard 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.**
- h) **An undertaking that "The Original EMD shall be deposited by me/us with the EE calling the bid in case I/we become the lowest bidder within ONE WEEK of the opening of financial bid failing which BSNL may reject the bid and also take action to withdraw my/our enlistment/debar me/us from tendering in BSNL."**
- i) Any other documents as specified in the press notice.

**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](http://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) "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:

- c) **"The original EMD shall be deposited by me/us with the EE calling the bid in case I/we become the lowest bidder within ONE WEEK of the opening of financial bid failing which BSNL may reject the bid and also take action to withdraw my/our enlistment/debar me/us from tendering in BSNL."**

**Signature of the Tenderer**

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

**NOTICE INVITING e-TENDER**

Item rate e-tenders are invited on behalf of OFDCL from approved and eligible contractors of BSNL(Civil Wing) and non-BSNL registered contractors of appropriate class of Public Works Organizations like CPWD, State PWD of Government of Odisha, DOP, MES, Railways and contractors registered with allied departments of State PWD for the work of **“Sinking of one no. 150 x 125mm dia and 150 mtr. depth Borewell through D.T.H or Combination drilling rig in hard rock area / soft rock area including PVC Casing Pipe, submersible pump and water supply fittings in OFDC compound at Sector-21, Rourkela”.**

1. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

**The intending bidder eligible to submit bid has to scan and upload the following documents within the period of bid submission:**

- a) Certificate of registration / enlistment order.
  - b) Treasury Challan/Demand Draft/Pay order or Banker`s Cheque /Deposit at Call Receipt/FDR/ Bank Guarantee of any Scheduled Bank against EMD.
  - c) Demand Draft/Pay order or Banker`s Cheque of any Scheduled Bank towards Cost of Bid Document.
  - d) PAN card issued by Income Tax Department.
  - e) Certificate of GST registration.
  - f) Certificates of Work Experience (for non BSNL registered contractors).
  - g) If the bidder is a firm in partnership/ company, then the hard 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.**
  - h) **An undertaking that "The Original EMD shall be deposited by me/us with the EE calling the bid in case I/we become the lowest bidder within ONE WEEK of the opening of financial bid failing which BSNL may reject the bid and also take action to withdraw my/our enlistment/debar me/us from tendering in BSNL."**
  - i) Any other documents as specified in the press notice.
- 1.1 The work is estimated to cost **Rs. 2,70,678.00**. This estimate, however, is given merely as a rough guide.
  - 1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

1.2.1 Criteria of eligibility for submission of bid document for non-BSNL registered contractors of Public Works Organizations like CPWD, State PWD of Government of Odisha , 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 Cr:

The applicant should have completed works as per details below during the last seven years ending last day of the month previous to the one in which the tenders are invited.

- a) Three similar completed works each costing not less than the amount equal to **40% of estimated cost.**
- or
- b) Two similar completed works each costing not less than the amount equal to **50% of estimated cost.**
- or
- c) One similar completed works costing not less than the amount equal to **80% of estimated cost.**

For the purpose of this clause 'similar works' means

- (i) RCC building work or
- (ii) RCC mass concreting in foundation/ RCC retaining walls/ RCC culverts/RCC cross drainage/RCC bridges or
- (iii) Tower foundation works or
- (iv) Tower foundation along with erection of towers of height not less than 15M.

The above works should have been carried out in Central/State government /Central or State Public Sector undertakings.

**Note: The contractors (BSNL as well as non-BSNL) must have done three bore wells with ODEX method in the last five years. The certificate must be issued by the officer not below the rank of Executive Engineer.**

**The experience certificate shall clearly indicate satisfactory completion of the similar work along with value of work done and date of completion and shall be issued by authorized signatory/authority not below the rank of executive engineer and shall be in original or attested.**

**Non-BSNL registered contractors registered with CPWD/ State PWD/ DOP/ MES & Railways shall submit original/attested copy of valid enlistment of appropriate category.**

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 submission of tenders and shall be rounded off to the nearest hundred rupees. **Above works should have been carried out in Central/State Government/ Central or State Public Sector Undertakings.**

- 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](http://www.orissa.bsnl.co.in) or in the office of the Executive Engineer (Civil), Sambalpur. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.



3.0 Validity period for issue of work order under the agreement shall be 01 (One) months from the seventh (7th) day of issue of award letter.

3.1 The time allowed for carrying out the work shall be 01 month after the date of issue of award letter.

4. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

5. While submitting the revised bid, contractor 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.

6. **Cost of bid document in shape of Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank and Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Accounts Officer(A&P), O/o CGM, BSNL, Bhubaneswar shall be scanned and uploaded to the e-Tendering website within the period of bid submission.**

A part of earnest money is acceptable in the form of bank guarantee also. 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. And balance **may be deposited** in shape of Bank Guarantee of any scheduled bank **having validity for six months or more from the last date of receipt of bids. The EMD has to be scanned and uploaded to the e-Tendering website by the intending bidders within the period of bid submission.**

7. The physical EMD of the scanned copy of EMD uploaded shall be deposited by the lowest bidder within ONE WEEK after opening of financial bid failing which the bid shall be rejected and enlistment of the agency shall be withdrawn by the enlisting authority in case of BSNL registered contractor. The agency shall be debarred from tendering in BSNL.

The following undertaking in this regard shall also be uploaded by the intending bidders:-

*"The Physical EMD shall be deposited by me/us with the EE calling the bid in case I/we become the lowest bidder within a week of the opening of financial bid otherwise Organization may reject the bid and also take action to withdraw my/our enlistment/debar me/us from tendering in BSNL."*

Interested contractor who wish to participate in the bid has also to make following payments within the period of bid submission:

**I) Cost of Bid Document (Non Refundable) – Demand Draft amounting Rs. drawn in favour of Accounts Officer, O/o the GM, BSNL, Sambalpur.**

i) **e-tender Processing Fee: e-Tender Processing Fee amounting to Rs.590/- is to be paid through 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 paid through Demand draft shall not be accepted.**

The intending bidder has to fill all the details of Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee (bankers name, amount, number and date) against payments for EMD in the drop down menu of the e-tendering portal.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the Information and instruction for bidders for e-tendering shall be

scanned and uploaded to the e-tendering website within the period of bid submission

The documents submitted shall be opened at 15.30 Hrs on 04.06.2018.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose e-tender processing Fee and other documents uploaded are found in order.

The Financial bid submitted shall be opened at 15.30Hrs on 05.06.2018

8. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
  - (i) The bidder is found ineligible.
  - (ii) The bidder does not upload all the documents including GST registration as stipulated in the bid document **including the undertaking about deposition of Original EMD of the scanned copy of EMD uploaded.**
  - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted **physically by the lowest bidder** in the office of bid opening authority.
  - (iv) In case the eligibility credentials are found not genuine 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
  - (v) **The lowest bidder does not deposit physical EMD within a week of opening of bid.**
09. In case of works having estimated cost below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-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 of estimated to cost 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 Proforma 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 the 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.

**9. The description of the work is as follows:**

**“Sinking of one no. 150 x 125mm dia and 150 mtr. depth Borewell through D.T.H or Combination drilling rig in hard rock area / soft rock area including PVC Casing Pipe, submersible pump and water supply fittings in OFDC compound at Sector-21, Rourkela”.**

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 charges 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 BSNL and local conditions and other factors having a bearing on the execution of the work.

11. The competent authority on behalf of BSNL does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
13. The competent authority on behalf of BSNL reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
14. The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:
  - (i) Member of Hindu Undivided family (HUF).
  - (ii) They are Husband and Wife.
  - (iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/ Gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications.

All the intending tenderers will have to give a certificate that none of his/her such near relative(s) as defined above is/are working in the concerned BSNL Civil Zone where he is going to apply for tender/work. The format of the certificate is as under:

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

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

Any breach of these conditions by the Company or Firm or any other person, the tender/work will be cancelled and Earnest Money/ Security Deposit/Performance guarantee will be forfeited at any stage, whenever it is so noticed. BSNL will not pay any damages to the company or Firm or the concerned person but damages arising on account of such cancellation to be borne by the contractor. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned BSNL Civil Zone. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors or BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.

15. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
16. The tender for the work shall remain open for acceptance for a period of **30 (THIRTY)** days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
17. 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 updated upto correction slip no-6 as on BSNL website [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in)
  - c) Agreement signed on non-judicial stamp paper as per Proforma annexed to the tender document.
18. 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.
  - l 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.
19. 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.
20. General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on BSNL website [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) as well as in the Office of the Executive Engineer.
21. For e-Tendering of this tender BSNL has engaged e-portal maintained by M/s ITI, New Delhi. The agency intending to participate in tendering process shall have to register with ITI, New Delhi.
22. The intending bidder can get registered with ITI, New Delhi. For details kindly visit website <http://www.tenderwizard.com/BSNL> or contact Shri SANJIB MOHAPATRA mobile no 99937488749 or 7377708585.
23. 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](http://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 OFDCL**

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

STATE: ODISHA

CIRCLE:SAMBALPUR

DIVISION: SAMBALPUR

ZONE: ODISHA CIVIL ZONE

SUB-DIVISION: ROURKELA

**Percentage Rate Tender / Item Rate Tender & Contract for Works:**

- (A) Tender for the work of : **Sinking of one no. 150 x 125mm dia and 150 mtr. depth Borewell through D.T.H or Combination drilling rig in hard rock area / soft rock area including PVC Casing Pipe, submersible pump and water supply fittings in OFDC compound at Sector-21, Rourkela.**
- (i) To be submitted by 15.00 hours online on 04.06.2018 (date).
- (ii) Documents to be opened in presence of tenderer who may be present at 15.30 hours on 04.06.2018 in the office of the Executive Engineer(Civil), BSNL Civil Division, Sambalpur.
- (iii) Financial bids to be opened in presence of tenderer who may be present at 15.30hours on 05.06.2018 in the office of the Executive Engineer(Civil), BSNL Civil Division, Sambalpur.

**T E N D E R**

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

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

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



A sum of Rs. 5,420.00 (Rupees Five Thousand Four Hundred Twenty) only has been deposited in prescribed manner as earnest money. If I/We fail to commence the work specified.

I/We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of the Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

I/ We hereby intimate that for receiving payments I/we have an account 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.

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

"I/we agree that this contract is subject to jurisdiction of Court at [Sambalpur](#) only."  
(Where the NIT/Tender has been issued)

Dated.....

Witness:

Address:

Occupation:

( )

Signature of Contractor

Postal Address: -

\*\*\*\*\*

## ACCEPTANCE

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

Rs \_\_\_\_\_(Rupees \_\_\_\_\_ )

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

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_

For & on behalf of OFDCL

Signature \_\_\_\_\_

Dated.....

Name and designation



PROFORMA OF SCHEDULES				
<b>SCHEDULE "A"</b>				
"Schedule of Quantities (as per PWD-3)" - <b>Enclosed</b>				
<b>SCHEDULE "B"</b>				
Schedule of Materials to be issued to the contractor				
S. No	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
<b>Nil</b>				
Note: <b>The rates at which the material shall be issued to the contractor are inclusive of 5% as storage charges.</b>				
<b>SCHEDULE "C"</b>				
Tools and Plants to be hired to the contractor				
S. No.	Description of Item	Hire charges per day	Place of issue	
1	2	3	4	
<b>DELETED</b>				
<b>SCHEDULE "D"</b>				
<b>SCHEDULE "E"</b>				
Schedule of component of Materials, Labour etc for escalation				
<b>CLAUSE 10 C</b>				
Component of Materials expressed as percent of Total Value of Work		<b>"X"</b>	<b>75 %</b>	
Component of Labour expressed as percent of Total Value of Work		<b>"Y"</b>	<b>25 %</b>	
Component of POL expressed as percent of Total value of Work		<b>"Z"</b>	<b>0%</b>	
<b>SCHEDULE "F"</b>				
Reference to General Conditions of Contract				
Name of Work	<b>Sinking of one no. 150 x 125mm dia and 150 mtr. depth Borewell through D.T.H or Combination drilling rig in hard rock area / soft rock area including PVC Casing Pipe, submersible pump and water supply fittings in OFDC compound at Sector-21, Rourkela.</b>			
Estimated cost of Work	<b>Rs 2,70,678.00 (Rupees Two Lakhs Seventy Thousand Six Hundred Seventy-eight ) only.</b>			
Earnest Money (As	<b>Rs.5,420.00 (Rupees Five thousand Four Hundred Twenty) only.</b>			

Para 6 of BSNL W-6)	
<b>Performance Guarantee</b> (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)	Rs. *****./- (Rupees... *****) only
<b>Security Deposit</b> (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
<b>GENERAL RULES AND DIRECTIONS</b>	
Officer inviting tender	<b>Executive Engineer, BSNL Civil Division, Sambalpur</b>
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.	<b>50%</b>
Definitions.	See below
2(v) Engineer-in charge	<b>Executive Engineer, BSNL Civil Division, Sambalpur</b>
2(viii) Accepting Authority	<b>Executive Engineer, BSNL Civil Division, Sambalpur</b>
2(x) Percentage on cost of materials and Labour to cover all overheads and profit	<b>10 %</b>
2(xi) Standard Schedule of Rates	<b>Delhi Schedule of Rates- 2016</b> 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.6.
<b>Clause 2</b>	
Authority for fixing compensation under Clause 2	<b>Executive Engineer, BSNL Civil Division, Sambalpur</b>
<b>Clause 2A</b>	
Whether Clause 2A shall be applicable	No
<b>Clause 3A</b>	
Whether Clause 3A shall be applicable	No
<b>Clause 5</b>	
i) Time allowed for execution of work.	<b>1 (One) month</b>
ii) Authority to give fair and reasonable extension of time for completion of work.	<b>Executive Engineer, BSNL Civil Division, Sambalpur</b>
<b>Clause 6A</b>	
Whether Clause 6A shall be applicable	No
<b>Clause 7</b>	
Gross value of work to be done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible for interim payment.	<b>No intermediate payment</b>
<b>Clause 10</b>	

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) <b>TATA</b> b) <b>SAIL</b> c) <b>RINL (VIZAG).</b>
<b>Clause 10 CA</b>	
Whether Clause 10 CA shall be applicable	No
<b>Clause 11</b>	
Specification to be followed for execution of work.	<b>CPWD Specifications 2009 Volume I to II with up to date correction slips as on the date of opening of tenders.</b>
<b>Clause 12</b>	
12.2 & 12.3	Limit for value of any item of any individual trade beyond which clauses 12.2. & 12.3 shall apply. <b>50%</b>
<b>Clause 16</b>	
Competent authority for deciding reduced rates.	<b>Jt. Chief Engineer(Civil)/Additional Chief Engineer (Civil)/ Superintending Engineer (Civil), BSNL Civil Circle Sambalpur, as the case may be.</b>
Clause 36(i)	
a)	<b>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:</b>
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.
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**Clause 37(i)**

a	Extent of Service Tax payable by contractor for Building and Construction work.	50% of total Service Tax as per notification Issued by Ministry of Finance, Govt. of India vide notification no. 30/2012 – Service Tax dated 20.06.2012.
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Clause 42

i) (a)	<b>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.</b>	
ii)	<b>Variation permissible on theoretical quantities.</b>	
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	<b>Rs 6,000.00 (Rupees Six thousand) only Per Metric Tonne.</b>
2 (a)	For Mild steel	<b>Not Applicable</b>
2 (b)	For reinforcement Steel conforming to BIS 1786 (Fe 415 Grade)	<b>Not Applicable</b>
2 (c)	For reinforcement Steel TMT Bars	<b>Rs 43,400.00 (Rupees Forty-three thousand four hundred) only Per Metric Tonne.</b>
2(d)	For Galvanized Steel	<b>Not applicable</b>

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

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

## SCHEDULE – D

### 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 conform 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 10mm 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.

5.2 **Royalty** shall have to be paid by the contractor on all materials such as stone, bricks, boulders, metal, shingle, bajri, stone aggregate, coarse sand and fine sand etc. or any other materials used for the execution of the work direct to the Revenue Authority of the District/State Govt. concerned. The contractor shall obtain "No Demand" certificate from the District/State Govt. authority concerned before the final bill is paid, failing which necessary recovery will be effected at the applicable rates in the final bill.

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

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)  
Official address

(Contractor)

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/s .....a 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) Shri .....s/o....., And  
ii) Shri .....s/o.....etc..

#### For Companies

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

PROFORMAS

BSNL

**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 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 for 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)

**PROFORMAS****BSNL****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>10<sup>th</sup></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><b>No change.</b></p> <p>The amount admissible will as far as possible be paid by <b>30<sup>th</sup></b> 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 <b>thirty</b> working days will be extended to <b>forty five</b> working days.</p> <p><b>No change</b></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,

**IMPORTANT NOTE FOR TENDERERS FOR QUOTING RATES**

All the quoted rates shall be inclusive of GST .

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

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

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

## Schedule of Quantity (Schedule-A)

## SCHEDULE OF QUANTITY

**N/W: - Sinking of one no. 150 x 125mm dia and 150 mtr. depth Borewell through D.T.H or Combination drilling rig in hard rock area / soft rock area including PVC Casing Pipe, submersible pump and water supply fittings in OFDC compound at Sector-21, Rourkela.**

SI	Description of item	Qty	Unit	Rate	Amount
<b>SH: WATER SUPPLY</b>					
1	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. : Internal work - Exposed on wall				
a	15 mm nominal outer dia. Pipes.	15.00	metre		
b	20 mm nominal outer dia. Pipes.	6.00	metre		
c	25 mm nominal outer dia. Pipes.	8.00	metre		
2	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. : External work				
a	40 mm dia. nominal bore	60.00	metre		
3	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :				
a	40 mm nominal bore	2.00	No.		
a	25 mm nominal bore	2.00	No.		
4	Providing and fixing G.I. Union in G.I. pipe including cutting and threading the pipe and making long screws etc. complete (New work)				
a	40 mm nominal bore	6.00	No.		
5	Painting G.I. pipes and fittings with two coats of anti-corrosive bitumastic paint of approved quality :				
a	40 mm diameter pipe	35.00	metre		
Sub. Total on DSR items					
6	Providing and fixing brass ball valve with M.S handle of approved quality (SHAKTI make or equivalent) in all complete as per direction of Engineer-in-charge.				
a	25 mm nominal bore	1.00	No.		
<b>S.H. Bore well</b>					



- 7** Labour for Drilling deep, high yield, perfectly vertical tube well bore in all kinds of soil / strata of specified dia for specified depth below ground level by down the hole hammer drilling or rotary drilling rig or reverse circulation drilling rig or combination drilling rig as suited to the site conditions as per the direction of Engineer-in-Charge. The rate shall be inclusive of all charges such as supply/ hiring of rigs & its accessories, T&P, transportation, consumables, labour etc complete and nothing extra shall be paid on any account. The finished bore hole should be suitable for housing MS/PVC/GI casing pipe which shall be fitted caulked with or without well screws as required for soft/ medium/ hard formation.
- a** From 0.00 m to 70.00 mtr the dia of bore shall be 150 mm or more for housing 150 mm dia PVC casing pipe. 70.00 metre
- b** Drilling 125 mm dia bore 70 .00 metre to 150 metre & above. 80.00 metre
- 8** Supplying and lowering of casing pipe in bore hole in perfectly vertical position medium duty **150** mm dia schedule-80 PVC pipes (wall thickness 11.00mm) of Oriplast or equivalent make made to ASTM-D-1785 and threaded to match with GI pipes as per IS: 1239, Part-1 or IS:554. The rate shall be inclusive of cost of material, labour charges, T&P, cutting & threading of pipes, plugging of tube well for preventing entry of foreign material,all incidentals etc complete and nothing extra shall be paid on any account.
- a** Lowering 150 mm dia pipe '0' metre to 100.00 metre and above. 30.00 metre
- b** Cost of 150 mm dia PVC pipeschedule 80 30.00 metre
- 9** Cleaning and developing the tube well with air compressor continuously till clean & adequatedischarge is obtained from the tube well as perthe direction of Engineer-in-Charge. The rate shall be inclusive of all necessary equipments, their transportation, accessories, labour charges, supply of hydraulic data such as strata chart and yield etc all complete and nothing extra shall be paid on any account. 1.00 One job
- 10** Supplying & Fixing 150 mm dia M.S cap with necessary clamps / nuts & bolts complete. 1.00 One job
- 11** Physical, Chemical & bacteriological testing of water including carrying water sample to the laboratory and submission of test report. The test to be got done from a govt laboratory or reputed testing lab as approved by the Engineer-in-charge. 1.00 One job

- 12 Providing and placing on terrace (at all floor levels) polyethylene water storage tank ISI : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.
- a Circular tank 2000 litre capacity 2000.00 Litre
- 13 Conducting ground water test by the state / central govt authority for feasibility of ground water at the site like geophysical/Geo resistivity test etc.i/c submission of test reports to BSNL. 1.00 One job
- SH: ELECTRICAL**
- 14 SITC of suitable capacity of submersible pump motor set capable of delivering as per yield data directly coupled with submersible type motor suitable for operation at single phase 230 volts 50 Hz including high density polyethylene pipe , steel nipple , steel rope power supply cable , pump starter panel etc. complete as required. 1.00 One job

Executive Engineer(Civil)  
BSNL Civil Division  
Sambalpur