



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

**Tender document
for the work of**

**Construction of Six Nos. Staff Quarters for
CCF(kendu Leaves) including all services at
Hatisalpada, Balangir(S.H.-Finishing internal
walls with putty and internal painting etc.)**

BSNL CIVIL DIVISION SAMBALPUR

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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 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 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 Kendu Leaves, Odisha from approved and eligible contractors of BSNL (Civil Wing) and non-BSNL registered contractors of appropriate class of Public Works Organizations like CPWD, DOP, MES, Railways and State PWD (R&B) of Odisha for the following work. Other registered contractors of allied departments of State PWD are also eligible to participate in the tender.

Sl.No. Description Details

i. NIT No.-210-04-19-01 Dated 28.01.2019

Name of Work:- **Construction of Six Nos. Staff Quarters for CCF(kendu Leaves) including all services at Hatisalpada, Balangir(S.H.-Finishing internal walls with putty and internal painting etc.)**

ii. Estimated Cost : Rs. **2,00,192.00**

iii. Earnest Money (In Rs.) : Rs. **4,004.00**

iv. Time allowed for completion of the work : **1(One)** Month.

v. Last date and time of online submission of tender:15.00 hours on 06.02.2019

vi. Time and date of online opening of Documents : 15.30 hours on 06.02.2019

vii. Time and date of opening of Online Financial Bids :15.30 hours on 07.02.2019

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.

ix. Hard copies of the required documents to be submitted by all the bidders as per details in Para-7(i) & (ii) of BSNLW-6, P-11 & 12.

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 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 CGMT, 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 GST registration.
- f) Certificates of Work Experience (for non BSNL registered contractors) if required.
- 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."**

DECLARATIONS TO BE GIVEN BY THE TENDERERS

It is to certify that

- a) I /We have gone through BSNL W-8 amended up to correction Slip No.6 as available on website www.orissa.bsnl.co.in or in the office of Executive Engineer(c) and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

Date: -

Signature of the Tenderer

- b) "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 Kendu Leaves, Odisha 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 (B&R) of Government of Odisha, DOP, MES and Railways for the work of **“Construction of Six Nos. Staff Quarters for CCF(kendu Leaves) including all services at Hatisalpada, Balangir(S.H.-Finishing internal walls with putty and internal painting etc.)”**

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. Other registered contractors of allied departments of State PWD are also eligible to participate in the tender.

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) if required.
- 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."**

1.1 The work is estimated to cost **Rs. 2,00,192.00**. 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 rounding off of the percentage of the estimated cost of work in respect of work experience will be considered to the next multiple of rupees one thousand only.

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 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 seventh day 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. **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) **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.

The documents submitted shall be opened at 15.30 Hrs on 06.02.2019.

The Financial bid submitted shall be opened at 15.30Hrs on 07.02.2019.

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) and **the undertaking about deposition of Original EMD.**
- (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.

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

“Construction of Six Nos. Staff Quarters for CCF(kendu Leaves) including all services at Hatisalpada, Balangir(S.H.-Finishing internal walls with putty and internal painting etc.)”

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
 - 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 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 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
Kendu Leaves, Odisha

BSNL W – 7/8

BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

STATE: ODISHA

CIRCLE: SAMBALPUR

ZONE: ODISHA CIVIL ZONE

DIVISION: SAMBALPUR

SUB-DIVISION: BALANGIR

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

(A) Tender for the work of : **“Construction of Six Nos. Staff Quarters for CCF(kendu Leaves) including all services at Hatisalpada, Balangir(S.H.-Finishing internal walls with putty and internal painting etc.).**

1. (i) To be submitted by 15.00 hours on 06.02.2019 (date)
In www.tenderwizard.com/BSNL.
- (ii) Documents to be opened in presence of tenderer who may be present at 15.30 hours on 06.02.2019 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 07.02.2019 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. **4,004.00** (Rupees Four Thousand Four) 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 uthorized 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:

Signature of Contractor

Occupation:

Postal Address: -

A C C E P T A N C E

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 Kendu Leaves, Odisha.

Signature _____

Dated.....

Name and 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"				
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		Construction of Six Nos. Staff Quarters for CCF(kendu Leaves) including all services at Hatisalpada, Balangir(S.H.-Finishing internal walls with putty and internal painting etc.)
Estimated cost of Work		Rs 2,00,192.00 (Rupees Two Lakhs One Hundred and Ninety-two) only.
Earnest Money (As Para 6 of BSNL W-6)		Rs. 4,004.00 (Rupees Four Thousand Four) only.
Performance Guarantee (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
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(Civil), 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.6.
Clause 2		
Authority for fixing compensation under Clause 2		Executive Engineer(Civil), 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.	01 (One) month
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.		Rs *****
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 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)

NOTE:-

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 at Jamsara. 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 Kendu Leaves, Odisha
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 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:
- i. By the contractor, if the results show that the steel does not conform to relevant BIS codes.
- ii. 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)	WEIGHTH (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.

**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>

IMPORTANT NOTE FOR TENDERERS FOR QUOTING RATES

All quoted rates are inclusive of GST.

The GCC shall stand corrected upto correction slip no. 6 which has been made part of this tender document.

Signature of the Tenderer _____

Name of the Tenderer _____

Seal of the Tenderer _____

Schedule of Quantity (Schedule-A)

SCHEDULE OF QUANTITY					
Name of the work : Construction of six nos staff quarters for o/o CCF (Kendu leaves)including all services at Hatisalpada Balangir (SH:- Finishing internal walls with putty and internal painting etc)					
I.No.	Description of Item	Quantity	Unit	Rate (Rs)	Amount(Rs)
Sub-Head : Finishing					
1	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface :				
	Water thinnable cement primer.	900.00	Sqm		
2	Wall painting with acrylic emulsion paint, having VOC (Volatile Organic Compound) content less than 50 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour.				
2.a	Two coats.	900.00	Sqm		
MISCELLANEOUS					
1	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	900.00	Sqm		

For & on behalf of Kendu Leaves, Odisha

Executive Engineer (Civil),
Bharat Sanchar Nigam Limited,
Civil Division, Sambalpur.