

BHARAT SANCHAR NIGAM LIMITED

TENDER DOCUMENT

Name of the work: Repair and maintenance of post attached type-V quarters and cleaning of drain s.w. line and septic tank for Type-II Block-C staff quarters of P&T colony Bolangir (SH:- Providing and fixing cup board shelf)

NIT No. : NIT No: 212-08-19-01 dated 25/02/2019

Name of the Contractor: ______

Date of application : Date 04.03.2019 upto 1600 Hrs.

Date of Receipt : Date 07.03.2019 upto 1500 Hrs.

Tender issued on

Cost of tender papers : Rs 177.00 (One hundred and Seventy-seven) only.

Date of opening : Date 07.03.2019 at 1530 hours.

Certified that this tender document contains 27 (Twenty seven) Pages.

BSNL Civil SUB-Division Bolangir Name of the work: Repair and maintenance of post attached type-V quarters and cleaning of drain s.w. line and septic tank for Type-II Block-C staff quarters of P&T colony Bolangir (SH:- Providing and fixing cup board shelf)

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This tender document contains 27 (Twenty seven) only pages marked as 1 to 27.

Sub-divsional Engineer (C) BSNL Civil Sub-division Bolangir

IMPORTANT INSTRUCTIONS TO ALL TENDERERS

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

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

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

- 10. In case of any doubt in the downloaded tender, the same should be got clarified from the concerned Executive Engineer before submitting the tender.
- 11. While submitting the tender papers, tenderers shall submit the Earnest money plus cost of tender, eligibility credentials and proof of EPF number, if any, and SERVICE TAX number in a separate sealed envelope-1 marked "Earnest Money plus cost of tender and eligibility credentials & Declaration". The "Tender" shall be placed in sealed envelope-2 and will be superscripted as "Tender". The sealed envelope No. 1 & 2 containing "Earnest money plus cost of tender, eligibility credentials & proof of EPF number and Service Tax number", and the "Tender" shall be placed in another sealed envelope -3.

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

- (i) Name of work. (ii) Name of tenderer. (iii) Last date of receipt of tender.
- 12. The tender will not be opened and will be returned to the tenderer in case cost of tender document is not submitted and / or EMD is not submitted and / or the tenderer is not eligible based on the credentials submitted by the tenderer. In any case, cost of tender document will not be refunded.
- 13. Originals of all the credentials shall be produced by the tenderer as and when asked by the concerned Executive Engineer. In case of failure to produce the originals, the tender will not be considered and EMD will be forfeited.
- 14. The tenderer should in his own interest ensure that every page of the downloaded tender document is signed by him.

DECLARATIONS TO BE GIVEN BY THE TENDERERS

a)	It is to certify that I / we have downloaded the tender form from the websit have not added/deleted/corrected / modified the tender identical to the tender document appearing on website. tampered / modified I/We understand that my/our te rejected and full amount of Earnest Money Deposit will be am/are liable to be debarred from doing business with BS or I/We have checked that no page is missing and all pages that all pages of tender document submitted by us are clearly we have signed all the pages of the tender.	der forms in any manner. It is In case, the same is found to be nder will liable to be summarily be liable to be forfeited and I/We NL Civil Wing. as per the index are available and
	Date: -	Signature of the Tenderer Mobile :-
b)	I /We have gone through BSNL W-8 amended up to conwebsite www.orissa.bsnl.co.in or in the office of Execut with the terms and conditions of it and understood that it	ive Engineer(c) and I / We agree
	Date: -	Signature of the Tenderer
e g	"I,	in para 14 of BSNL W-6 is/are , it is found that the information
	TE: - (To be certified by all the partners in case of partners e of companies).	hip firms, by all the directors in
I	Date: -	Signature of the Tenderer

1. Other partners 2. Sri _____s/o_Sri____signature:

3. Sri______s/o Sri _____ signature:

4. Sri_____s/o Sri_____signature:

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o Sub-divisional Engineer (Civil), BSNL Civil Sub-Division,

Room no. 207 Door Sanchar Bhawan Bolangir

NOTICE INVITING TENDER

NIT No: 212-08-19-01 dated 25/02/2019

1.0 The Sub-divisional Engineer(Civil), Bharat Sanchar Nigam Limited, Civil Sub-Division Sambalpur, Door Sanchar Bhawan, Fifth floor, Sambalpur invites for and on behalf of Bharat Sanchar Nigam Limited properly bound and sealed (wax sealed / adhesive tape sealed) item rate tender / e-tender for the following work(s) from those eligible contractors from the approved list of BSNL, DOT, DOP, CPWD, MES, Railways, Local PWD(Building) & other allied departments of State PWD, which are eligible to tender in the respective state PWD Building works for the Civil wing works. The Central Government / State Government undertakings shall also be eligible for tendering. In case of Non-BSNL contractors, registered with any of the above said departments, only those are allowed who have been authorized to tender in the state of Odisha by their enlisting authority:-

S. No	Name of Work	Estimated cost put to Tender	Earnest Money	Time Allowed for	Tender Cost
		(Rs)	(Rs)	completion	
01	Repair and maintenance of post attached type-V quarters and cleaning of drain s.w. line and septic tank for Type-II Block-C staff quarters of P&T colony Bolangir (SH:- Providing and fixing cup board shelf)	Rs.22,971.00	Rs.460.00	15 days	Rs.177.00

- 1.1 Note: In case of works having estimated cost put to tender above Rs 5.00 lakhs, the Contractor is mandatorily required to have registration with EPF authorities. In that case the Contractor shall also submit attested copy of valid registration certificate with EPF and service tax authorities, while applying for participation in the tender. Contractors without valid EPF registration and service tax registration are not eligible to submit bids in case of works having estimated cost put to tender above Rs 5.00 lakhs.
- 1.2 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority and have valid EPF number and Service Tax number, if applicable and the required work experience in case not -registered with BSNL. All the tenderers shall submit attested copy of valid registration certificate with EPF and service tax authorities, if applicable, while applying for participation in the tender. Proof for required work experience and valid enlistment shall be in accordance to the provisions of Clause 1.2.1.2.1 to Clause 1.2.1.2.3.
- 1.2.1 Criteria of experience for issue of tender documents for non-BSNL registered contractors registered with CPWD/ Odisha State PWD (B&R)/ DOP/ MES / Railways or any other allied department or PSU of the Odisha state eligible to tender in Odisha state.
- 1.2.1.1 Experience for works up to 7.00 lakhs -NIL

- 1.2.1.2 Experience for works above Rs. 7.00 lakhs and up to Rs. 5.00 Crore and for all specialized works irrespective of its cost, the applicant should have completed works as per details below during the last seven (7) years ending last day of the month previous to one in which tenders are invited:
 - a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender.

Or

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

Or

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

"SIMILAR WORKS"

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

- 2.0 Agreement shall be drawn with the successful tenderer on the prescribed Form No. BSNL W-7/8, which is available as a BSNL Publication/BSNL Web site www.orissa.bsnl.co.in. Tenderer shall quote his rates as per various terms and conditions of the said form, (In case "Tender Documents" are downloaded from BSNL Website in which rates/percentage are to be quoted should be properly bound and wax sealed) which will form part of the agreement.
- 3.0 The time allowed for carrying out the works will be from the **7**th **day** after the date of issue of letter of award of work or from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
- 4.0 The site for the work is available Yes.

OR

The site for the work shall be made available in parts as specified below: Not Applicable.

- 5.0 The last date of receipt of applications for issue of tender forms (In prescribed format/ can also be downloaded from BSNL Website www.orissa.bsnl.co.in and date of issue of tender forms will be as follows:
 - i) Last date of receipt of application: 04/03/2019 upto 1600 Hrs.
 - ii) Last date of issue of tender forms: 05/03/2019.
- 6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL website www.orissa.bsnl.co.in or may be seen in the office of the Sub Divisional Engineer(Civil), Bharat Sanchar Nigam Limited Civil Sub Division , Door Sanchar Bhawan, 2nd floor, Bolangir between 1100 hours & 1600 hours from date 26/02/2019 to date 04/03/2019 everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of the following:

- (i) Rs 177.00 only (including GST) as cost of tender (Non refundable) in cash or Demand Drafts/ Pay Orders of a scheduled bank drawn in favour "Accounts Officer(cash), office of the GMTD BSNL, Sambalpur" and payable at Sambalpur only and
- (ii) The tender shall be accompanied by Earnest Money as mentioned in the table of page 7 in the form of banker's cheque, deposit at call receipt of a scheduled bank/ Fixed deposit receipt of a Scheduled Bank/ Demand Draft of a Scheduled Bank issued in favour of "Accounts Officer(cash), office of the GMTD BSNL, Sambalpur" and payable at Sambalpur only. When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs 5 lakhs) or Rs 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.
- (iii) The tender shall be accompanied by Earnest Money along with the cost of tender, if not paid earlier, as in the case of downloaded tender from website in the form as detailed at sub Para (ii) above.

Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money. The "Cost of tender" and "Earnest money" should be submitted through separate instruments.

- 7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at Para 9 below, will be received by the Sub-divisional Engineer (Civil), Bharat Sanchar Nigam Limited, BSNL Civil Sub-Division Bolangir, 2nd floor, Door Sanchar Bhawan, Bolangir upto 1500 Hrs on dated 07/03/2019 and will be opened by him or his authorized representative in his office on the same day at 1530 Hrs. After opening the main envelope 3, the envelope 1 containing the Earnest Money along with the cost of the tender as applicable and eligibility credentials shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers whose Earnest Money, cost of tender and eligibility is found in order. The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.
- 8.0 The description of the work is as follows: -

As mentioned in the table of page 1 of NIT.

9.0 **Submission of Tender:**

Tender shall be submitted in following manner:-

- 9.1 In case the tender document is downloaded from BSNL website
- 9.1.1 "Earnest money plus cost of tender and eligibility credentials" shall be placed in sealed envelope-1 marked "Earnest Money plus cost of tender and eligibility credentials".
- 9.1.2 The "Tender" shall be placed in sealed envelope-2 and will be superscribed as "Tender".
- 9.1.3 The sealed envelope no. 1 & 2 as above containing "Earnest money plus cost of tender, Eligibility Credentials", and the "Tender" shall be placed in another sealed envelope-3.
- 9.1.4 All the three envelopes shall be superscripted with following data on it.

- (i) Name of work.
- (ii) Name of the Tenderer.
- (iii) Last date of receipt of tender.
- 9.2 In case Tender document is purchased from Division office.
- 9.2.1 Earnest money deposit in required format or proof of payment of EMD (if paid in cash) and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1.
- 9.2.2 Envelope no. 2 will be as per Para 9.1.2.
- 9.2.3 The sealed envelopes 1 & 2 shall be placed in another sealed envelope no. 3.
- 9.2.4 All the three envelopes shall be superscripted with following data on it.
 - (i) Name of work.
 - (ii) Name of the Tendered
 - (iii) Last date of receipt of tender.

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

- 9.3 The tender in which rates/ percentage are to be quoted should be properly bound and sealed (wax sealed/ adhesive tape sealed). Loose/ Spiral bound submission (in case the tender is downloaded from website) shall be rejected out rightly. In case of any correction/ addition/ alteration/ omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.
- 10.0 Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above-mentioned officer.
- 10.0.1 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools and plants, water, electricity, access facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.
- 11.0 The competent authority on behalf of Bharat Sanchar Nigam Limited does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

- 12.0 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders, submitted by the contractors, who resort to canvassing, will be liable to rejection.
- 13.0 The competent authority on behalf of the Bharat Sanchar Nigam Limited reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 14.0 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative(s) for this purpose is/are defined as:
 - (i) Member of Hindu Undivided family (HUF).
 - (ii) They are Husband and Wife.
 - (iii) The one is related to other in the manner as father, mother, son(s) and Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

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

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

"l,	S/o Shri	Resident
of	hereby certify that no	ne of my relative (s) as
defined above is/are employed in cor	ncerned BSNL Civil Zone. I	n case at any stage, it is
found that the information given by r	me is false/incorrect, BSNI	L shall have the absolute
right to take any action as deemed fit w	vithout any prior intimation	n to me".

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

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

15.0 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India/ State

Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India/ State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.

- 16.0 The tender for the work shall remain open for acceptance for a period of 30 (Thirty) days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/ intent, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 17.0 In case of works having estimated cost put to tender below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled.

In case of works having estimated cost put to tender Rs. 15,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish irrevocable Performance Guarantee of 5% of the tendered amount, in the form of fixed deposit receipts or irrevocable Bank Guarantee, of requisite amount, of any scheduled bank or the state bank of India, to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.

- 18.0 This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of successful tenderer/ contractor. After submission of performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/ Contractor shall, within 30 days from such date, formally sign the agreement consisting of:
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard BSNL W-7/8 as on website www.civil.bsnl.co.in
 - c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
- 19.0 Payment to the contractors shall be made through e-payment System like ECS & EFT as detailed below:
 - a) In Cities/ areas where ECS/ EFT facility is provided by Banks, the tenderer must have Account in such ECS/ EFT facility providing Banks and that Bank Account No. shall be quoted in the tender by the tenderer.

- b) The cost of ECS/ EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having Bank Account in the same place from where the payment is made by the BSNL unit.
- c) In case payment is made to outside Branch i.e. tenderer is having Bank Account not in the same place from where the payment is made by the BSNL unit, the crediting cost will have to be borne by the tenderer only.
- d) The payments to contractors will compulsorily be made through ECS/ EFT in respect of all contracts where the value of the contract is more than Rs. 10 Lakhs.

20.0 First running account bill shall be paid only after:

- a) Signing of the Agreement/ Contract by both the parties and.
- b) Progress part has been prepared as required under clause 5 and approved by the competent authority.
- 21.0 If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred further purchase of tenders for a period of Six Months.
- 22.0 General conditions and contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website www.civil.bsnl.co.in as well as in the Divisional/ Sub Divisional office.
- 23.0 The tender shall furnish a declaration to this effect (In case of downloaded tender) that no addition/ deletion/ correction have been made in the tender document submitted and it is identical to the tender document appearing on website. Every page of downloaded tender shall be signed by the tenderer with stamp (Seal) of his firm/ organization

Sub-divisional Engineer (Civil)
BSNL Civil Sub-division Bolangir.
For and on behalf of Bharat Sanchar Nigam Limited

BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise)

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

Item Rate Tender and Contract for Works

Name of work:- Repair and maintenance of post attached type-V quarters and cleaning of drain s.w. line and septic tank for Type-II Block-C staff quarters of P&T colony Bolangir (SH:- Providing and fixing cup board shelf)

- (i) To be submitted by **1500 hours** on dtd **07/03/2019** to SDE(Civil), BSNL Civil Sub-division Bolangir.
- (ii) To be opened in presence of tenderers who may be present at **1530 hours** on dtd **07/03/2019** in the office of Sub-divisional Engineer (Civil), BSNL Civil Sub-division Sambalpur.

Issued to:		
	(Contractor)	
Signature of officer issuir Designation	ng the documents	
Date of Issue		

TENDER

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

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

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

 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 had Rs.15,00,000/-, to deposit an amount equal to 5% performance guarantee in the form of irrevocable or the state bank of India in accordance with the Deposit Receipt of any scheduled bank or the state letter of acceptance of Tender by the BSNL. I/We at / our part to furnish the Bank Guarantee within 1 tender cancelled.	Bank Guarantee of any Scheduled Bank of India e proforma prescribed or in the form of Fixed bank of India etc. within 15 days of the issue of am / are aware that in the event of failure on my
•	ving payments I/We have an account in where the ECS / EFT facility of e-
I/We hereby declare that I/We shall trearecords connected with the work as secret/confi information derived there-from to any person authorized to communicate the same or use the safety of the State.	other than a person to whom I/We am/are
I/We agree that should I/We fail to memorandum, an amount equal to the amount of invitation of tender shall be absolutely forfeited same may at the option of the competent authority be recovered without prejudice to any right or remass the same may extend in terms of the said bond money due to me/us under this contract or otherwood.	to the Bharat Sanchar Nigam Limited and the y on behalf of the Bharat Sanchar Nigam Limited nedy available in law out of the deposit in so far I and in the event of deficiency out of any other
"I/We agree that this contract is subject to the NIT/ Tender has been issued)	o jurisdiction of court at Bolangir only." (Where
The information in respect of works in hand Dated	d is as per proforma enclosed.
Witness: () Address: Occupation:	Signature of Contractor: Postal Address:

mentioned (hereunder), is accepted by me for and for	(Contractor) and as provided in the letters I on behalf of the Bharat Sanchar Nigam Limited sum of
Rs(Rupees).	
The letters referred to below shall form pa (a)	rt of this Contract Agreement:-
(b)	
	on behalf of the Bharat Sanchar Nigam Limited.
	Signature
	Dated
Nar	me & Designation

		PRO	F O R M	A OF SCHEDULES	5	
	SCHEDULE "A"					
"S	schedule of Quantition	es (as per PWD-3)" - End	closed		
			SC	HEDULE "B"		
Sc	chedule of Materials	to be issued to tl	he conti	ractor		
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
Note char		n the material sha		Nil sued to the contractor ar	e inclusive of 5	5% as storage
				HEDULE "C"		
	ls and Plants to be h	ired to the contra	actor	Ţ		
S. No.	Description	of Item H	Hire cha	rges per day	Place of iss	ue
1	2			3		4
				DELETED		
			SC	HEDULE "D"		
			SCI	HEDULE "E"		
	Sched	lule of componen	nt of Ma	terials, Labour etc for es	calation	
	USE 10 C					
	ponent of Mate ent of Total Value o	•		"X"	75 %	
	ponent of Labour e	xpressed as perco		" Y "	25 %	
Component of POL expressed as percent of				Y		
		pressed as perce		"Z"	0%	
	ponent of POL exp	pressed as perce	-	•		
Tota	ponent of POL exp	·	Se	"Z"		
Tota Refe	nponent of POL exp al value of Work	onditions of Cont Repair and m	Secret maintena	"Z"	0% type-V quart	
Refe Nam	nponent of POL exp al value of Work erence to General Co	Repair and m drain s.w. line Bolangir (SH	sract naintena e and se	"Z" CHEDULE "F" ance of post attached eptic tank for Type-II Blo	type-V quartock-C staff quard shelf)	arters of P&T colony

Perfo	rmance Guarantee	Rs. ******./- (Rupees*******) only
	of the tendered value in the form of Bank G	
•	Schedule Bank in respect of works with Estima	
put to	tender exceeding Rs. 15 Lakhs)	
Secur	ity Deposit	Rs. ******./- (Rupees********) only
-	of the tendered value for works with Estimated	Cost put
	nder upto Rs. 15 Lakhs)	
-	of the tendered value in respect of works with E	stimated
cost p	out to tender exceeding Rs. 15 Lakhs)	
	GENERAL RULES	S AND DIRECTIONS
Office	er inviting tender	Sub Divisional Engineer, BSNL Civil Sub Division,
		Bolangir
	mum percentage for quantity of items of work	
	e executed beyond which rates are to be	50%
	mined in accordance with Clause 12.2 & 12.3.	
	itions.	See below
2(v)	Engineer-in charge	Sub Divisional Engineer, BSNL Civil Sub Division,
24::::)		Bolangir
2(viii)	Accepting Authority	Sub Divisional Engineer, BSNL Civil Sub Division,
2(x)	Percentage on cost of materials and Labour	Bolangir
2(^)	to cover all overheads and profit	10 %
2/2:\	Standard Schedule of Rates	
2(xi)	Standard Schedule of Rates	Delhi Schedule of Rates- 2016 Published by CPWD with upto date correction slips.
9(ii)	Standard BSNL Contract Form	BSNL W-8 form as modified and corrected upto date with correction slip no. 5.
Claus	e 2	·
Auth	ority for fixing compensation under Clause 2	Executive Engineer (C) BSNL Civil Division Sambalpur
Claus		
Whe	ther Clause 2A shall be applicable	No
Claus		
	ther Clause 3A shall be applicable	No
Claus	• • • • • • • • • • • • • • • • • • • •	
i)	Time allowed for execution of work.	15(Fifteen)days
1		
li)	Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer (C) BSNL Civil Division Sambalpur
Claus	L e 6A	
	her Clause 6A shall be applicable	No
Claus	e /	

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.		for materials	No intermediate payment	
Clause				
Reinforcement steel to be used in the work shall have to be procured:		e work shall	TMT Bars produced shall be from any of the producers stated below: a) TATA b) SAIL c) RINL (VIZAG).	
Clause				
Wheth	her C	lause 10 CA shall be applic	cable	No
Clause				
•		on to be followed for exec	ution of work.	CPWD Specifications 2009 Volume I to II with up to date correction slips as on the date of opening of tenders.
Clause		T		
12.2 12.3	&	Limit for value of any individual trade beyond 12.2. & 12.3 shall apply.	which clauses	50%
Clause	e 16			
Comp	etent	authority for deciding red	duced rates.	Additional Chief Engineer (Civil)/ Superintending Engineer (Civil), BSNL Civil Circle Sambalpur, as the case may be.
Clause	e -25			
Comp	etent	authority for conciliation		Additional Chief Engineer (Civil)/ Superintending Engineer (Civil), BSNL Civil Circle Sambalpur, as the case may be.
Clause	e 36(i)		
a)		neral guideline for fixing npliance, for the work sha	•	f technical staff and rate of recovery in case of non-following table:
i)	10	t of work more than Rs. lakhs but less than Rs. akhs.	diploma Civil	late Civil Engineer with or without experience or one no. Engineer with at least 05(five) years of experience as nical Representative.
ii)		t of work Rs. 50 lakhs & eve but less than Rs. 200 ns.		
iii)	& a	t of work Rs. 200 lakhs above but less than Rs. 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)	& a	t of work Rs. 500 lakhs above but less than Rs. 00 lakhs.	Technical Representative. 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 w nos. diploma Civil Engineer with at as Technical Representatives.	·	
b)	Recovery to be affected from the contractor in the event of not fulfilling the provisions of clause 36(i).	corresponding degree of Engineering with at least 10(Ten) years of		
		Rs 15,000/- per month for Gradu	ate 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 2% minus diameter, section and category.			

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, 000.00 (Rupees Six thousand) 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 44,300.00 (Rupee Forty Four 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.

Sub-divisional Engineer (Civil), BSNL Civil Sub-division Bolangir

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

СО	NTRACT AGREEMENT FOR THE WORK OF DATED
her sub Sar	reinafter called the contractor (which term shall unless excluded by or repugnant to be object or context include its successors and permitted assigns) on the one part and the Bharat other Nigam Limited hereinafter called the BSNL (which term shall unless excluded by or ougnant to the subject or context include its successes and assigns) on the other part
	The BSNL is desirous that the construction of at at should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special Conditions of the Contract , Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, has called for Tender.
b. ⁻	The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and grounds, the form and nature of the site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
C.	The tender documents including the BSNL's Press Notice Inviting Tender, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and rates, General obligations, Specifications, Drawings, plan, time schedule for completion of work. Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.
The and at t (he	D WHEREAS BSNL accepted the tender of M/s (refer note) (Contractor) for the construction of

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

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

PROFORMAS	BSNL

- 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 BSNI Signature and delivered for and on

Signed and delivered for and on serial of solve	behalf of the contractor
(Bharat Sanchar Nigam Ltd) Official address	(Contractor)
Date Place IN PRESENCE OF TWO WITNESSES	Date Place
SIGNATURE NAME	SIGNATURE NAME
style ofat (hereinafter calle	carrying on business under the name and d the said Contractor which expression shall unless is heirs, executors, administrators and legal
(hereinafter called the said Cor	firm having its registered office at ntractor which expression shall unless the context s, administrators and legal representatives). The the firms are:, And etc
1956 and having its registered office	ntractor which expression shall unless the context

PROFORMAS	BSNL

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. agreed and said ag agreem	under the teri hereinafter coreement") for cor	ms and cond alled "the sa	itions of id contract	agreement Notor(s)") for	lo. [the w	after called "the B Dated ma ork (hereinafter terms and conditi	de between called "the
We as Rs	"as Bar	nk) hereby u	ndertake -	(indicate the r to pay to th (Rupees	name of the ne BSNL a only) o	Bank) (hereinafto and amount not on demand by the	er referred to exceeding BSNL.
the BSN the said and pa	NL stating that the	e amount claim ny such deman under this Gua der this guarar	ed is requi d made on arantee. ntee shall b	red to meet th the Bank shal be restricted to	e recoverie I be conclus	the Bank) do here dure, merely on a les due or likely to sive as regards the t not exceeding	be due from
dispute thereto	We undertake to s raised by the co	to pay to the ontractor (s) in our	BSNL any any suit or	money so de	emanded r ending befo	notwithstanding a ore any court or Tr under	any dispute or ribunal relating this
there-u	The payment mander and the con					of our liability for p ch payment.	payment to
perforr under o Engine	nance of the said or by virtue of the er-in-charge on be	main in full for agreement and said agreemen shalf of the BSI	rce and effort d that it shout nt have bee NL certifies	ect during the all continue to en fully paid ar that the term	period that be enforce Id it is clain Is and condi	er agree that the g would be taken f able till all the du as satisfied or disc tions of the said A gly discharges this	for the es of the BSNL charged or till Agreement
hereun by the sexercis condition variation that pa	nall have the fulle der to vary any of said contractor(s) able by the BSNL ons relating to the on or extension be rt of the BSNL or ever which under	st liberty withor the terms and from time to tagainst the said agreemeeing granted to any indulgence	out our con I condition ime or to p d contracto nt shall no the said co by the BSI	sent and withous of the said agostpone for a cor(s) and to for the relieved frontractor(s) or NL to the said	out affecting reement only time to the ebear or er rom our lial for any for contractor(agree with the BS any manner our r to extend time of the polifice any of the to sility by reasons obearance act of o s) or by any such exision, have effectives	r obligations of performance owers terms and of any such mission on matter or thing
6. contrac	•	vill not be disch	arged due	to the change	in the cons	stitution of the Ba	nk or the
7. revoke	Wethis guarantee ex					Bank) lastly unde ing.	rtake not to
(f within :	Rs.	date of expiry	or the exte	only) and u	nless a claii	mand by BSNL. N is restricted t m in writing is lod is guarantee, all o	ged with us
		Date th	e	date of	for	(Indicate the	name of Bank)

PROFORMAS	BSNL

AFFIDAVIT

					guarantee (Name c								
												of the	
													Bank
guarar	ntee exp	oires on _											
I/ We	underta	ake to keep	the v	alidity	of the bank	guaran	ntee in	tact by g	ettii	ng it exten	ded fror	n time t	o time
at													
my/ou	ır own i	nitiative u	pto a p	period o	of				mo	onths after	the rec	orded d	ate of
compl	etion o	f the work	or as	directe	ed by the Er	ngineer	in cha	irge.					
Dated:													
									(D	Jenonent) (Signatur	e of Cor	ntractor
									ט	cponent) :	Jigiratui	C 01 C01	itiactoi

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	No payment shall be made for work, rates as decided by Engineer-in-Charge.	No change.
	after the day of presentation of the bill by the contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the BSNL, or dismantled materials, if any. In the case of works outside the headquarter of the Engineer-in-Charge, the period of ten working	possible be paid by 30 th 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
	All such interim payment detailed measurement thereof.	No change

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Notice for appointment of Arbitrator (Refer Clause 25)

То,	
The Chief Engineer BSNL Civil Zone	
Dear Sir,	ent, particulars of which are given below, I/we
	an arbitrator for settlement of disputes
 Whether applicant is Individual/P Full address of the applicant 	rop. Firm/Partnership Firm/Ltd. Co.
4. Name of the work and contract not 5. Name of the Division which entered	_
6. Contract amount in the work 7. Date of contract	
8. Date of contract Date of initiation9. Stipulated date of completion of v	
10. Actual date of completion of wor 11. Total number of claims made 12. Total amount claimed	
13. Date of intimation of final bill (if 14. Date of payment of final bill (if w 15. Amount of final bill (if work is co 16. Date of request made to SE for d	vork is completed) mpleted)
17. Date of receipt of SE's decision 18. Date of appeal to you 19. Date of receipt of your decision.	ecision
	Specimen signatures of the applican (only the person/authority who signed the contract should sign
I/We certify that the information enclose following documents. 1. Statement of claims with amount	given above is true to the best of my/our knowledge. I/We of claims.
2. 3. 4.	
	Yours faithfully
Copy in duplicate to: 1. The Executive Engineer,	(Signatures)

IMPORTANT NOTE FOR TENDERERS FOR QUOTING RATES

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

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

SCHEDULE -A

l no	Description	Quantity	Unit	Rate	Amount
1	Providing and fixing block board 19mm thick, lamination both side and lipping in cup board shelf on aluminium channel as per direction of Engineer-in charge.	3.30	sqm		
2	Polishing on Floor or wall tiles with oxalic acid, renewing with white cement at joints and finally by wax polish of approved brand and manufacture as per direction and entire satisfaction of Engineer in charge.	85.00	sqm		