

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprises)

TENDER DOCUMENT

Name of work :- Painting of 40M ground based tower at RK Mission Exchange, Dimapur.

NIT No. 01 /BSNL/SDE/CSD-II/ DMP/18-19.

Name of Contractor

**O/o the Sub Divisional Engineer (Civil)
BSNL Civil Sub Division-II,
Dimapur.**

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BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE SUB DIVISIONAL ENGINEER (Civil)
BSNL, Civil Sub Division-II, Dimapur.

No. 59 /BSNL/CSD—II/DMP//NIT/2018-19/11

DATE:- 20/08/2018.

NOTICE INVITING TENDER
(NIT No. 01/BSNL/SDE/CSD-II /DMP/18-19)

1. The **Sub Divisional Engineer (Civil), BSNL Civil Sub Division-II, Dimapur** invites for and on behalf of **BHARAT SANCHAR NIGAM LIMITED** wax sealed item rate tenders for the with details mentioned below from approved and eligible Contractors in the DOT/BSNL/CPWD/ State PWD(B&R)/DOP/MES/Railways

Sl no	Name of work	Estimated cost	Cost of Tender paper	Earnest Money	Time allowed	Last date of receipt of application for issue of Tender paper	Last date of sale of Tender paper	Last date of receipt of Tender paper	Date of opening of Tender paper
1	Painting of 40M ground based tower at RK Mission Exchange, Dimapur.	Rs 47304/-	Rs 177/- i/c 18% GST	Rs 946/-	20 (twenty) days	Upto 1600 hrs on 24/08/18	Upto 1600 hrs on 25/08/18	Upto 1500 hrs on 28/08/18	At 1530 hrs on 28/08/18

Criteria of eligibility for issue of tender documents.

1.2 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority and Form A and partnership deed in case of partnership firms.

Criteria of eligibility for issue of tender documents for non-DOT/BSNL registered contractors of Public Works Organizations like CPWD, local State PWD (B&R), DOP, MES & Railways only.

1.2.1 Criteria of eligibility for issue of tender documents for non-DOT/BSNL registered contractors of Public Works Organizations like CPWD, local State PWD (B&R), DOP, MES & Railways only.

1.2.1.1 For works upto Rs.7 lakhs-NIL

2. The conditions and tender documents can be had on application from the office of **the Sub Divisional Engineer (Civil), BSNL Civil Sub Division-II, Dimapur**, on payment of cost of tender document (non-refundable) and Earnest Money Deposit in prescribed format as per details given . Applications for tender document will be received on all working days up to **1600hrs on 24-08-2018**. Tender paper will be issued up to **1600 hrs on 25-08-2018**. The cost of tender document is payable by cash only. **The tender document can also be down loaded from our web site www.ne2.bsnl.co.in** . In case the tender document is down loaded, the cost of tender document is payable in the form of demand draft of Rs.150/- + 18% GST (non-refundable) in the form of demand draft/banker's cheque drawn on any schedules bank in favour of **Accounts Officer (Cash), O/o GMTD, BSNL, NLD-SSA, Dimapur** along with tender in the manner specified below.

3. Completed tender will be received in the office of the **Sub Divisional Engineer (Civil), BSNL Civil Sub Division-II, Dimapur** upto 1500hrs on **28-08-2018** and will be opened at **1530 hrs** on the same day in the presence of the intending tenderers.

- 4a Earnest money as mentioned in the NIT in the form of Banker's cheque/ Pay order of a Scheduled Bank / Fixed Deposit of a Schedule Bank issued in favour of the **Accounts Officer (Cash), O/o GMTD, BSNL, NLD-SSA, Dimapur** is required **to be submitted along with application for issue of tender papers**. When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.
- 4b The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from Website in the form as detailed at sub para(a) above.
5. 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), BSNL Civil Sub Division-II, Dimapur up to 1500 Hrs. on 28-08-2018** and the same will be opened by him or his authorized representative in his office on the same day at **1530 Hrs** after opening the main enveloped 3, the envelope-1 containing the Earnest money, 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 of the tender is reached.
6. Submission of tender. Tender shall be submitted in the following manner;
- 6.1 In case the tender document is down loaded from BSNL Website www.ne2.bsnl.co.in
- 6.1.1 "Earnest money plus cost of Tender and eligibility credentials" shall be placed in sealed enveloped-1. marked "Earnest Money plus cost of Tender and eligibility credentials".
- 6.1.2 The "Tender" shall be placed in sealed envelope-2 and will be superscripted as "Tender".
- 6.1.3 The sealed enveloped no 1&2 as above containing "Earnest Money plus cost of Tender, Eligibility Credentials", and the "Tender" shall be placed in another sealed enveloped-3.
- 6.1.4 All the three envelopes shall be superscripted with following data on it.
- (i) Name of work.
 - (ii) Name of tenderer.
 - (iii) Last date of receipt of tender.
- 6.2 In case tender document is purchased from Div/Sub-Div office.
- 6.2.1 Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials including GST registration to be placed in sealed envelope no.1
- 6.2.2 Envelope no.2 will be as per Para **6.1.2**.
- 6.2.3 The sealed envelopes 1&2 shall be placed in another sealed envelop no.3
- 6.2.4 Same as **6.1.4**.
- 6.3 The tender in which rates are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded 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.
7. The tender of contractor who do not deposit the EMD in the above manner shall not be opened.
 8. The tender papers shall not be issued by post and tender will not be received by post.
 9. In case of any discrepancies found between the directly downloaded tender from website www.ne2.bsnl.co.in in and the tender issued by this office, the contents of the tender issued by this shall be treated as valid and final.

10. It may be noted that conditional tenders or tenders with conditional rebates shall be summarily rejected.
11. Valid Registration of GST is mandatory for all intending tenderers

Sub Divisional Engineer (Civil)
BSNL Civil Sub Division-II,
Dimapur

Copy to:-

- 1.The Chief Engineer (Civil),BSNL,NE-II, Civil Zone, Dimapur.
- 2.The GMTD, Nagaland SSA, Dimapur.
- 3.The Superintending Engineer (Civil),BSNL,NE-II Civil Circle, Dimapur.
- 4-5.The Executive Engineer (Civil),BSNL, Civil Division, Dimapur/Imphal.
- 6-8.The Sub Divisional Engineer (Civil),BSNL,Civil Sub Division-I/III, Dimapur and BSNL, Civil sub Division, Kohima
- 10.Notice Board.
11. Concerned file No:- 59/BSNL/CSD-II/DMP.

Sub Divisional Engineer (Civil)

DECLARATION

(TO BE GIVEN BY THE TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE BSNL WEBSITE)

It is to certify that

- 1 I / we have submitted the tenders in the Proforma as downloaded directly from the BSNL website.
- 2 I / We have submitted tender documents which are same / identical as available in the BSNL website.
- 3 I / we have not made any modification / corrections / additions etc. in the tender documents downloaded from BSNL website by me / us.
- 4 I / We have checked that no page is missing and all pages as per the index are available & that all pages of tender document submitted by us are clear and legible.
- 5 I / we have signed (with seal) all the pages of the tender document before submitting the same.
- 6 I / we have sealed the tender documents properly before submitting the same.
- 7 I / We have submitted the cost of tender along with the EMD.
- 8 I have read carefully and understood the important instructions to all the tenderers & to tenderers who have downloaded the tenders from the BSNL website.
- 9 In case at any stage later, it is found there is difference in our downloaded tender documents from the original, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
- 10 In case at any stage later, it is found that there is difference in our downloaded tender documents from that of the original, the tender / work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to me / us on this account.
- 11 In case at any stage later, it is found that there is difference in our downloaded tender documents from that of the original, I / We may also be debarred for further participation in the tender in the concerned BSNL Civil Zone and would also render me / us liable to be removed from the approved list of contractors of the Department.

Dated

Signature of contractor
(SIGN WITH SEAL)

GENERAL GUIDELINES

- 1** This book of “General Conditions of Contract” is applicable to both types of tenders i.e. “Percentage rate tenders and Item rate tenders”. Accordingly alternative provisions for condition Nos. 4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (BSNL W-7) or item rate tender (BSNLW-8).
- 2** BSNL W-6, abridged form BSNL W- 7/8, 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 both the parties after acceptance of tender. The standard form shall be available in downloadable manner from website “www.ne2.bsnl.co.in”
- 3** All blanks are confined to Notice Inviting Tender (BSNL W-6) and Schedules A to F.
- 4** Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in BSNL W-6, and in Schedules B to F before issue of Tender Papers.
- 5** The intending bidders will quote their rates in Schedule A ie. Schedule of Quantities (as per BSNL -3)
- 6** The proforma for Registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly 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.ne2.bsnl.co.in

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
NOTICE INVITING TENDER

Item rate tenders are invited for and on behalf of the BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible Contractors in the appropriate class of BSNL, civil wing, eligible for tendering for Building works for the work :- **Painting of 40M ground based tower at RK Mission Exchange, Dimapur**

The work is estimated to Cost Rs 47304/-

Criteria of eligibility for issue of tender documents

- 1 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority and Form A and partnership deed in case of partnership firms.
- 1.2.1 **Criteria of eligibility for issue of tender documents for non-BSNL registered contractors of Public Works Organizations like CPWD, State PWD (B&R), DOP, MES & Railways only..**
- 1.2. For works upto Rs. 7 Lakhs-NIL
1. For works above Rs. 7 lakhs and upto Rs. 5 Cr and all specialized works irrespective of its cost, 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 costing not less than the amount equal to 40% of estimated cost.
Or
 - b) Two similar completed works 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 the work of "Construction/maintenance/repair of Buildings in Govt. Department/Public Sector Undertaking."
2. Agreement shall be drawn with the successful tenderer on prescribed Form No. BSNL W-7/8, which is available as a BSNL Publication/BSNL Web site "www.ne2.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 the BSNL Website in which rates/percentage are to be quoted should be properly bound and sealed) which will form part of the agreement
3. The time allowed for carrying out the work will be **20 (twenty) days** from the 10th (tenth) 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. The site for work shall be made available.
5. The last date of receipt of applications for issue of tender forms and date of issue of tender forms will be as follows:
 - (i) Last date of receipt of application :- **24-08-2018.**

- (ii) Last date of issue of tender forms : - **25-08-2018**
6. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and 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 downloaded from the BSNL website www.bsnlne2.bsnl.co.in or be seen in the office of the **Sub Divisional Engineer (C) BSNL Civil Sub Division-II, Dimapur** between 11.00 hours. & 16.00 hours 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/- (Rupees one hundred seventy seven) only in cash/Demand draft /Bankers' Cheque/ Pay order of a Scheduled Bank as cost of tender (Non-refundable) and**
- (ii) Earnest money of **Rs.946/-** in the form of Banker's cheque/ Pay order of a Scheduled Bank / Fixed Deposit of a Schedule Bank issued in favor of the **Accounts Officer(Cash) O/o GMTD, BSNL NLD-SSA, Dimapur**. *When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.*
- (iii) The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded 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.

7. 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), BSNL Civil Sub Division-II, Dimapur** up to 15.00 Hrs. on **28-02-2018** and will be opened by him or his authorized representative in his office on the same day at 15.30 Hrs. *After opening the main enveloped 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 of the tender is reached.*
8. The tender application shall be accompanied by Earnest Money of **Rs.946/-** in Demand draft /Bankers' Cheque/ Pay order of a Scheduled Bank / Fixed Deposit of a Schedule Bank issued in favour of the **Accounts Officer(Cash) O/o GMTD, BSNL NLD-SSA, Dimapur** the amount being credited to the **Accounts Officer(Cash) O/o GMTD, BSNL NLD-SSA, Dimapur**. A contractor exempted from depositing earnest money in individual cases, shall enclose with the tender an attested copy of the letter exempting him from depositing earnest money in a manner described for earnest money in condition No.9.1 below and shall produce the original when called upon to do so. The tenderer, who had purchased the tender document from tender inviting authority, shall be required to place the earnest money and the tender in separate sealed envelopes marked "Earnest Money" and "Tender" respectively. Both the envelopes shall then be placed in another sealed envelope and submitted to the tender inviting authority in the usual manner. The Officer opening the tenders shall first open the envelope containing the earnest money. If the earnest money is found to be in order, only then the Officer shall proceed further with the opening the tender. In case the earnest money is not deposited or is not in order the tender shall be returned to the tenderer unopened either on the spot, if the tenderer is present, or later by post. Only a mention to this effect shall be made in the tender opening register.
- 9.0 Submission of tender.
Tender shall be submitted in the following manner;

9.1 In case the tender document is down loaded from BSNL Website.

9.1.1 “Earnest money plus cost of Tender and eligibility credentials” shall be placed in sealed enveloped-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 superscripted as “Tender”.

9.1.3 The sealed enveloped no 1&2 as above containing “Earnest Money plus cost of Tender, Eligibility Credentials”, and the “Tender” shall be placed in another sealed enveloped-3.

9.1.4 All the three envelopes shall be superscripted with following data on it.

(i) Name of work.

(ii) Name of tenderer.

(iii) Last date of receipt of tender.

9.2. In case tender document is purchased from Div/Sub-Div office.

9.2.1 Proof for paying the cost of tender documents, proof of payment of EMD 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 envelop no.3

9.2.4 Same as 9.1.4.

Note : In case the eligibility credentials are not found in order at any stage i,e before award of work or during execution of the work, 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 rate/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded 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.

9.4 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.

The description of the work is as follows. **Painting of 40M ground based tower at RK Mission Exchange, Dimapur.**

10.1 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 won cost all materials tools & 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 Government and local conditions and other factors having a bearing on the execution of the work.

11. The competent authority on behalf of BHARAT SANCHAR NIGAM LIMITED does not bind 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. 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. 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. Company or firm or any other person shall not be permitted to tender for works in BSNL N. E. 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 are defined as:
- (a) Members of a Hindu Undivided family (HUF),
 - (b) They are husband and wife,
 - (c) The one is related to the 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)
- i) The contractor shall 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.
 - ii) All intending tenderers will have to give a certificate that none of his/her such 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 to be given is:
"I.....S/o.....r/o..... here by certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. 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.
- iii) The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as SSA / Circle / Chief Engineer / Chief Arch. Corporate office for non executive employees and all SSA in a circle including circle office / Chief Eng. / Chief Arch. / Corporate office for executive employees (including those called as Gazetted officers at present). Therefore, it has been decided by the competent authority that a clause must be added in the tender and other related documents that the tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. 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 any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation 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. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India 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 in writing. This contract is liable to be cancelled if either the contractor or any of his employee is found any time to be such a person who had not obtained the permission of the Govt. of India 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 makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
17. In case of works having estimated cost below Rs. 6,00,000/-, 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 shall, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee at the rate of 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Performance Guarantee within 15 days, the earnest money will be forfeited and tender cancelled..
18. This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued 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 the tender 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.ne2.bsnl.co.in .
 - (c) Agreement signed on non-judicial stamp paper as per Proforma annexed to the tender document.
19. Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below: - In cities/areas where ECS/EFT facility is provided by banks, the tenderer must have
- (a) Account in such ECS/EFT facility providing Banks and that bank A/c No shall be quoted in the tender by the tenderer.
 - (b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit
 - (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
 - (d) The payments to contractors shall compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
20. First running account bill shall be paid only after
- (a) Signing of the Agreement/Contract by both the parties, and
 - (b) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.

- 21 If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of six months.
- 22 General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website
“www.ne2.bsnl.co.in” as well as in the Division / Sub division Office.
- 23 The tenderer 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 down loaded tender shall be signed by the tenderer with stamp (seal) of his firm/organization..

Signature and Name of Sub Divisional Engineer (Civil)

BSNL W. – 8

BHARAT SANCHAR NIGHAM LIMITED
(A Government of India Enterprise)

State: Nagaland

Circle: Dimapur

Zone: North East

Division: Dimapur-I

Sub-Division: CSD-Kohima

Item Rate Tender and Contract for Works

Tender for the work of :- **Painting of 40M ground based tower at RK Mission Exchange, Dimapur.**

To be submitted before **15.00 hrs** on **28-08-2018** to the **Sub Divisional Engineer, BSNL Civil Sub Division-II, Dimapur.**

- ii) To be opened in the presence of tenderer who may be present at **15.30hrs on 28-08-2018** in the O/O the **Sub Divisional Engineer, BSNL Civil Sub Division-II, Dimapur.**

Issued to _____
(Name of the contractor)

Signature of the officer issuing the documents: _____

Designation : Sub Divisional Engineer (Civil)

Date of issue: _____

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 and Design, General Rules and Directions, Conditions of contract, Clauses of Contract, special conditions, Schedule of Rate and other documents and Rules referred to in the Conditions of Contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the BHARAT SANCHAR NIGAM LIMITED within the time specified in Schedule "F" Viz. schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in rule. 1 of General Rules and Directions and in Clause 11 of the conditions of the contract and with such materials as are provided for, by and in respects 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 Rs 946/- 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 Performance 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
I/ We hereby intimate that for receiving payments I/we have an account in
Bank with account No. 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 authorised to communicate the same or I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there- from to any person other than a person to whom I/We am/are authorised to communicate the same or I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there-from to any person other than a person to whom I/We am/are authorised to communicate the same or 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 p We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there- from to any person other than a person to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We agree that should I/We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Bharat Sanchar Nigam Limited and the same may at the option of the competent authority on behalf of the Bharat Sanchar Nigam Limited be recovered without prejudice to any right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

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

"I/we agree that this contract is subject to jurisdiction of Court at Kohima only."

Date

Signature of contractor

Witness:

Postal Address:

Address:

Occupation.

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 BSNL for a sum of Rs. _____
(Rupees _____)

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

- (a)
- (b)
- (c)

For & on behalf of the BSNL.

Signature _____

Dated.....

Designation _____

PERFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each of the intending tenderer)

SCHEDULE `A`

Schedule of Quantities (as per BSNL-3) **Attached at the end of this document**

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
-----DELETED-----			

----- SCHEDULE "C"

Tools and Plants to be hired to the contractor

S. No.	Description of Item	Hire charges per day	Place of issue
--------	---------------------	----------------------	----------------

1	2	3	4
-----DELETED-----			

SCHEDULE "D"

Extra schedule for specific requirements/documents for the work, If any.

(a) BSNL's "General Conditions of Contract for Civil Works, 2006 with up to date correction slips"

(Please Note that the above referred document at (b) is included in the present tender document whereas above document at (a) is available on the website "www.ne2.bsnl.co.in" for downloading and it is also available in the above mentioned office for viewing/consulting. It will not be issued/attached with the tender documents but shall form integral part of the agreement to be drawn with the successful tenderer. Hence the applicants are advised to go through these documents carefully before quoting the rates for tenders)

SCHEDULE "E"

Schedule of component of Materials, Labour etc. for escalation

CLAUSE 10

Component of	Materials "X"	75 % expressed as percent of Total Value of Work
Component of	Labour "Y"	25 % expressed as percent of Total Value of Work

SCHEDULE 'F'

Reference to general conditions of contract

Name of the work: **Painting of 40M ground based tower at RK Mission Exchange, Dimapur.**

Estimate cost of Work: **Rs. 47304/-**

Earnest money : **Rs.946 /-**

Performance Guarantee (5 % of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. **15 Lakhs**)

Security Deposit (10 % of the tendered value for works with estimated cost put to tender up to Rs. **15 Lakhs**) (5 % of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. **15 Lakhs**)

GENERAL RULES AND DIRECTIONS

Officer inviting tender: **Sub Divisional Engineer (Civil), BSNL Civil Sub Division, Kohima.**

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 of the work	Sub Divisional Engineer (Civil), BSNL, Civil Sub Division-II, Dimapur.
2. (viii)	Accepting Authority	Sub Divisional Engineer (Civil), BSNL, Civil Sub Division-II, Dimapur.
2 (x)	Percentage on cost of materials and labour to cover all overheads and profit	10%
2. (xi)	Standard Schedule of Rates	CPWD DSR 2016 With upto date correction slips and LMR
2. (xii)	Department	BSNL
9. (ii)	Standard BSNL Contract Form	BSNL W 8 Form as amended and corrected up to date.

Clause 2

Authority for fixing compensation under Clause 2 Executive Engineer (Civil), BSNL, Civil Division, **Dimapur.**

Clause 5

- (i) Time allowed for execution of work. **20(Twenty) Dasys.**
- (ii) Authority to give fair and reasonable extension of time for completion of work Executive Engineer (Civil), BSNL, Civil Division , Dimapur.
- 2. (v) Engineer-in-Charge of the work Sub Divisional Engineer (Civil), BSNL, Civil Sub Division-II, **Dimapur.**
- 2. (viii) Accepting Authority Sub Divisional Engineer (Civil), BSNL, Civil Sub Division-II,**Dimapur.**
- 2 (x) Percentage on cost of materials and labour to cover all overheads and profit 10%
- 2. (xi) Standard Schedule of Rates CPWD DSR 2016 With upto date correction slips and LMR
- 2. (xii) Department BSNL
- 9. (ii) Standard BSNL Contract Form BSNL W 8 Form as amended and corrected up to date.

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 to interim payment. Rs.....* /=(Rupees Lakh) only

Clause10

- Reinforcement steel to be used in the work shall have to be procured as below.
- (i) (a) CTD bras manufactured by main producers.
 - (ii) TMT bars manufactured by main producers.

Clause 11

Specifications to be followed for execution of work. CPWD Specifications 1996 Vol-I to VI with correction slips issued up to the date and revised CPWD specification 2014

Clause 12

- 12.1.2(ii) Schedule of Rates for determining the rates for additional, altered or substituted items that cannot be determined under 12.1.2(i) & (ii) CPWD DSR 2016 With upto date correction slips and MR
- 12.1.2 (iii) Plus / minus (+/-) the % over the rate entered in the schedule of rates.*
- 12.2 & 12.3 Limit for value of any individual item of any trade

beyond which sub-clauses (i) to (v) shall not apply and Clauses 12.2 and 12.3 shall apply 50%

Clause 16

Competent authority for deciding the reduced rates. Superintending Engineer (Civil), BSNL, Civil Circle, **Dimapur**.

Clause 25

Competent Authority for conciliation Executive Engineer (Civil), BSNL, Civil Division I, Dimapur.

Clause 36(i)

Minimum qualification and experience required for Principal Technical Representative for Civil works with estimated cost put to tender

More than Rs.5 lakhs but less than Rs.10 lakhs.

Rs.10 lakhs and above but less than Rs.60 lakhs.

Rs.60 lakhs and above

Recognized Diploma Holder in Civil Engineering.

Graduate Civil Engineer or retired AE (Civil) possessing at least recognized Diploma in Civil Engineering.

Principal technical representative supported by requisite organization.

The principal technical representative shall be at least a Graduate Civil Engineer with _____ years of minimum experience of works or retired EE (Civil) possessing at least recognized Diploma in Civil Engineering.

Recovery to be affected from the contractor in the event of not fulfilling the provisions of Clause 36(i)

Rs.4000 per month for Graduate Engineer.

Clause 42

(i) (a) Schedule / statement for determining theoretical quantities of cement on the basis of Delhi Schedule of Rates **2016** printed by CPWD.

(ii) Variation permissible on theoretical quantities Cement for works with

(a) estimated costs put to tender

c Not more than Rs.5 lakhs 3 % minus

ii) more than 5 lakhs 2 % minus

(b) Steel reinforcement and structural steel sections for each diameter, section and category 2 % minus

Star prices to be considered for escalation & recoveries

Sl. No.	Material
1	Cement 43 Grade
2(a)	Reinforcement Steel Conforming to BIS
2(b)	Reinforcement Steel TMT Bars Fe 415 Grade
2(d)	Galvanized Steel

The rate of recovery under clause 42 shall be same as the star prices.

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

CONTRACT AGREEMENT FOR THE WORK :-.....,DATED:-..... Between (refer note) in the town of, herein after called the contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and the Bharat Sanchar Nigam Limited hereinafter called the BSNL (which terms shall unless excluded by or repugnant to the subject or context include its successes and assigns) on the other part.

WHEREAS

- A. The BSNL is desirous that the construction of :-at should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special Conditions of the contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, has called for Tender.
- B. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and grounds, the form and nature of the site and local conditions the quantities, nature and magnitude of the work the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- C. The tender documents including the BSNL's Press Notice Inviting Tender, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and rates General obligations, Specifications, Drawings, plan, time schedule for completion of work. Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which hereto annexed form part of the contract though separately set out herein and are included in the expression Contract wherever herein used.

AND WHEREAS:

The BSNL accepted the tender of.....,(refer note at page) (Contractor) for the construction , atand conveyed vide letter dated:-..... at the rate stated in the Schedule of quantities for the work and accepted by the BSNL (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract

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

1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby convenient with the BSNL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
2. In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

It is specifically and distinctly understood and agreed between the BSNL and the contractor that the contractor shall have no right, title or interest in the site made available by the BSNL for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the BSNL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf of
BSNL
(BHARAT SANCHAR NIGAM LIMITED)
OFFICIAL ADDRESS

Signature and delivered for and on behalf of the
Contractor.
(CONTRACTOR)

Date
Place

Date
Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE
NAME
SIGNATURE
NAME

SIGNATURE
NAME
SIGNATURE
NAME

For Proprietary Concern

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

For Partnership Concern

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

The partners of the firms are:

- c Shris/o....., And
- ii) Shris/o.....etc..

For Companies

M/sa company duly incorporated under the Indian Companies Act, 1956 and having its registered office atin the state of

AFFIDAVIT ANNEXURE- (i)

I/We have submitted a bank guarantee for the work _____(Name of Work), Agreement No. ____ Dated:_____from _____(Name of the Division) with a view to seek exemption from payment of performance guarantee in cash. This Bank guarantee expires on _____

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

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

(Deponent)
Signature of Contractor

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

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR
FOR REMOVAL OF DEFECTS AFTER COMPLETION IN
RESPECT OF WATER SUPPLY AND SANITARY
INSTALLATIONS

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the BHARAT SANCHAR NIGAM LIMITED (hereinafter called the BSNL of the other part). WHEREAS THIS agreement is supplementary to the contract. (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the BSNL of the other part, whereby the contractor interalia, undertook to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, after the expiry of maintenance period prescribed in the contract for the minimum life of ten years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract. The decision of the Engineer in charge with regard to nature and cause of defects shall be final. During the period of guarantee the guarantor shall make good all defects to the satisfaction of the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the BSNL by some other contractor at the guarantor's cost and risk. The decision of the Engineer in charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects, commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the BSNL the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and _____ by for and on behalf of the BHARAT SANCHAR NIGAM LIMITED on the day, month and year first above written.

Signed sealed and delivery by OBLIGATOR in presence of:

1. _____
2. _____

SIGNED FOR AND ON BEHALF OF THE BHARAT SANCHAR NIGAM LIMITED BY _____ in the presence of:

1. _____
2. _____

GUARANTEE BOND TO BE
EXECUTED BY THE CONTRACTOR
FOR WATER PROOFING TREATMENT
FOR BASEMENT/TERRACE/TOILETS.

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the BHARAT SANCHAR NIGAM LIMITED (hereinafter called the BSNL of the other part).

WHEREAS this agreement is supplementary to a contract. (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the BSNL of the other part, whereby the contractor interalia, undertook to render the structures in the said contractor of the work in the said contract recited completely water and leak proof. THE GUARANTOR hereby guarantee that the water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects. The decision of the Engineer in charge with regard to cause of leakage shall be final.

During the period of guarantee the guarantor shall make good all defects and in case of any defects being found render the structure water proof to the satisfaction of the Engineer in charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the BSNL through some other contractor at the guarantor's cost and risk. The decision of the Engineer in charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement As to the amount of loss and/or cost incurred by the BSNL on the decision of the Engineer in charge will be final and binding on the parties

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and _____ by for and on behalf of the BHARAT SANCHAR NIGAM LIMITED on the day, month and year first above written.

Signed sealed and delivery by OBLIGATOR in presence of:

1. _____
2. _____

SIGNED FOR AND ON BEHALF OF THE BHARAT SANCHAR NIGAM LIMITED BY _____ in the presence of:

1. _____

Name of work- Painting of 40M ground based tower at RK Mission Exchange, Dimapur.

It no	Description of item	Qty	Unit	Rate (In fig and words)	Amount (In fig and words)
1	Painting of 40M narrow base tower from top to bottom including bracings, platforms, landings, guard rails, runway, antenna mounts etc with superior quality weather resistant LUXOI High gloss synthetic enamel paint or equivalent (one or more coats) in international orange and white shade of approved brand and manufacture in equal alternate layer to give an even shade3 including scrapping with steel brush to scrap off the rust deposits on the steel members and a coat of zinc chromate yellow primmer of approved brand and manufacture wherever necessary and checking and tightening of loose nut-bolts and taking all necessary precaution to protect the human life, life insurance coverage of labour etc all complete as per the direction of the Engineer-in-charge.	1.00	Each job		

Contractor

Sub Divisional Engineer (Civil)