

# BHARAT SANCHAR NIGAM LIMITED



(CIVIL WING)  
(A Govt. of India Enterprise)

## TENDER DOCUMENT

NAME OF WORK :

**Annual Repairs & Maintenance works to Staff Quarters at Sanchar Colony, Kolhapur for the year 2015-2016.  
S.H.:- Miscellaneous civil works**

**( NIT No: 17/ BSNL/EEC(K) / 2015-16)**

*Certified that this document contains 39 printed pages including the cover page.*

*Issued to / Downloaded & Submitted by: \_\_\_\_\_*

EXECUTIVE ENGINEER (CIVIL),  
BSNL CIVIL DIVISION,  
KOLHAPUR

NAME OF TENDERER: .....

NAME OF WORK: **Annual Repairs & Maintenance works to Staff Quarters at Sanchar Colony, Kolhapur for the year 2015-2016. S.H.:- Miscellaneous civil works.**

**I N D E X**

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**IMPORTANT INSTRUCTIONS TO ALL TENDERERS**

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All tenderer should read the following important instructions carefully before actually quoting rates:-

1. The tenderers should read carefully & understand BSNL 7/8 with up to date correction slip the general condition of contract the Special Conditions for the contract, Schedule of quantity etc attached with the tender document before actually quoting for the work. The tenderer should also read and understand BSNL W- 7/8 with up-to date correction slips (up-to correction slip No. 4) which is available on web site and in the o/o the **EXECUTIVE ENGINEER (CIVIL), BSNL CIVIL DIVISION, Kolhapur.**
2. The schedule of items, estimated cost etc in this contract are based on **CPWD DSR 2014 & Market Rate.**
3. The tenderers **who have downloaded the tender document from the web** should read the important instructions & declaration given in pages '4' & '5' carefully before submitting the tenders.

CONTRACTOR

EXECUTIVE ENGINEER (C)

**IMPORTANT INSTRUCTIONS TO TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEB**

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The tenderers, who have down loaded the tenders from the web, should read the following important instructions carefully before actually quoting the rates & submitting the tender documents:

1. The tenderer should see carefully & ensure that the **complete tender document** including schedule of quantity **as per the index** given on page '2' has been down loaded & there are **39 (Thirty Nine Pages)** in all in the tender document.
- 2) **The printout of tender document should be taken on 12" paper only & the printer settings etc. are such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.**
- 3) The tenderer should ensure that **no page** in the down loaded tender document is **missing**.
- 4) The tenderer should ensure that all pages in the down loaded tender document are **legible & clear** & are printed on a good quality paper.
- 5) The tenderer should ensure that **every page** of the down-loaded tender document is **signed by tenderer with stamp (seal)**.
- 6) On page '2' of the down loaded tender document, the name of the tenderer should be filled by the tenderer.
- 7) The tenderer should ensure that the down loaded tender document is **properly bound and sealed** before submitting the same.
- 8) The tenderer should ensure that the down loaded tender document is properly bound and wax sealed before submitting the same in the envelope. Loose / Spiral binding shall not be acceptable.
- 9) In case of any correction/addition/alteration/omission in the tender document, it shall be treated as non-responsive and shall be rejected.
- 10) The tenderer shall furnish a declaration to this effect that no addition/ deletion/corrections have been made in the tender document submitted and it is identical to the tender document appearing on Web-site.
- 11) The tenderer should read carefully & **sign the declaration** given on the next page before submitting the tender.
- 12) The **cost of tender** should be submitted along with the EMD as detailed in NIT.
- 13) In case of any doubt in the down loaded tender, the same should be got clarified from the o/o EXECUTIVE ENGINEER, Kolhapur before submitting the tender.

CONTRACTOR

EXECUTIVE ENGINEER (C)

**DECLARATION**

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

It is to certify that

- 1) I / We have submitted the tenders in the Proforma as downloaded **directly from the website & there is no change in formatting, number of pages etc.**
- 2) I / We have submitted tender documents which **are same / identical** as available in the website.
- 3) I / We have **not made any modification / corrections / additions etc** in the tender documents downloaded from web 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 & legible**.
- 5) I / We have **signed (with stamp) 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 & understood the important instructions to the all tenderers & to tenderers who have down loaded the tenders from the web.
- 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 there is difference in our downloaded tender documents from 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 there is difference in our downloaded tender documents from the original, I / We may also be debarred for further participation in the tender in the concerned BSNL Civil Zone & would also render me / us liable to be removed from the approved list of contractors of the Department.
- 12) In case of difference between downloaded tender document and model tender document kept in the O/o EXECUTIVE ENGINEER, BSNL CIVIL DIVISION, Kolhapur the latter shall be treated as correct. The tenderers may see & compare the downloaded tender document from the model tender document kept in the O/o. EXECUTIVE ENGINEER, BSNL CIVIL DIVISION, Kolhapur for its correctness. No claim shall be entertained on this ground.

Dated .....

(CONTRACTOR)  
(SIGN WITH SEAL)

Contractor

5

Executive Engineer

**BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

(CIVIL WING)

BSNL CIVIL DIVISION, KOLHAPUR

**PART ONE OF THE TENDER DOCUMENT****FOR THE WORK OF****Name of Work: Annual Repairs & Maintenance works to Staff Quarters at Sanchar Colony, Kolhapur for the year 2015-2016. S.H.:- Miscellaneous civil works.**

ISSUED To .....

Signature of Issuing Officer with stamp.....

**O/o. THE EXECUTIVE ENGINEER ©, BSNL CIVIL DIVISION, KOLHAPUR.****NIT No: 17/BSNL/EEC (K)/2015-2016.****Dated:19.10.2015****BSNL W -6****NOTICE INVITING TENDER**

1. Item rate tenders are invited on the prescribed tender documents by the Executive Engineer (Civil), BSNL Civil Division, Kolhapur on behalf of BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible contractors of D.O.T/ BSNL (Civil Wing), DOP, CPWD, MES, Railways & State PWD (B & R) only.

Sr. No.	Name of Work	Estimated Cost	Earnest Money Deposit	Time Allowed
1	<b>Annual Repairs &amp; Maintenance works to Staff Quarters at Sanchar Colony, Kolhapur for the year 2015-2016. S.H.:- Miscellaneous civil works.</b>	<b>Rs.70,969/-</b>	<b>Rs. 1450/-</b>	<b>1(One) Month</b>

- 1.1 Eligible contractors can apply to the above officer on the prescribed format along with proof of valid enlistment for issue of the Tender Documents.
- 1.2 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority.
  - 1.2.1 Criteria of eligibility for issue of tender documents for non BSNL register contractors of Public works Organizations like D.O.T, D.O.P., CPWD, MES, Railways & State PWD (B & R) only.
    - 1.2.1.1 For works upto Rs. 7 Lakhs – Nil.

1.2.1.2 For works above Rs. 7 Lakhs and upto Rs. 5 Crores 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 put to tender.

**OR**

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

**OR**

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

1.2.2 Criteria for specialized works irrespective of its cost, (for BSNL enlisted contractors or otherwise) 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 put to tender.

**OR**

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

**OR**

c) One similar completed works costing not less than the amount equal to 80% of Estimated cost put to tender

Intending tenderer should have executed work of Similar Nature in Central /State Govt. Department, Central/State Govt. undertaking. However work experience in private organization shall not be considered. Work executed for construction & maintenance of Railway lines, filling and Development, Structural repairs, Underground pipe line work of water supply, sewer lines, shall not be treated as work of Similar Nature

2. Agreement shall be drawn with the successful Tenderer on the prescribed Form No. BSNL W- 7 / 8, **duly amended / modified to the extent as notified in the tender documents and hereinafter termed as “Standard Form No. BSNL-W-7 / 8”** which are available as a BSNL Publication **and can also be downloaded free of cost from the following** / BSNL web site: <http://maharashtra.bsnl.co.in/tenders>. Tenderer shall quote his rates as per various terms and conditions of the said form, (In case “Tender Documents” are down loaded from the BSNL web site in which rates / percentage are to be quoted should be properly bound and seal) which will form part of the agreement.

3 The time allowed for carrying out the work shall be as specified under Para 1 above which shall be reckoned from the **fifteenth** 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 as indicated in the Tender Document.

4 The site for the work shall be made available at various locations from time to time as per requirements of BSNL.

5 The last date of receipt of applications for issue of tender forms (in prescribed format / can also be down loaded from BSNL web site <http://maharashtra.bsnl.co.in/tenders> and date of issue of tender forms will be as follows.

- i) Last date of receipt of application: **23.10.2015 upto 16.00 hrs.**
- ii) Last date of issue of tender forms: **26.10.2015**

6 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of the work to be done and the set of the 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 web site <http://maharashtra.bsnl.co.in/tenders> or be seen in the office of the Executive Engineer (Civil), BSNL Civil Division, Kolhapur between 11.00 hours. & 16.00 hours from **19.10.2015 to 23.10.2015** every day 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. 173/-** as cost of tender (Non-refundable) in the form of demand draft/Banker's cheque/Pay Order of a Nationalised or Scheduled bank drawn in favour of **BSNL Kolhapur**
- ii) The tender shall be accompanied by Earnest Money in the form of deposit at Call receipt of a scheduled bank / fixed deposit receipt of a Nationalised or scheduled bank / demand draft of a Nationalised or scheduled bank issued in favour of **BSNL Kolhapur**. Cash and Cheques shall not be accepted. When amount of earnest money is more than Rs. 5 lakh, 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. The 'cost of tender' and 'Earnest money' should be submitted through separate instruments.

7 Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be received by **Executive Engineer © BSNL Civil Division, Kolhapur** up to 15.00 Hrs. on **28.10.2015** and will be opened by him or his authorized representative in his office on **28.10.2015** at 15.30 Hrs. and will be opened by him or his authorized representative in his office. 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 The description of the work is as follows: -  
**Annual Repairs & Maintenance works to Staff Quarters at Sanchar Colony, Kolhapur for the year 2015-2016. S.H.:- Miscellaneous civil works.**

9 **Submission of Tender:**

Tender shall be submitted in following manner:

9.1 In case the tender documents is down loaded 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 superscribed 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 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 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 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 down loaded from website) shall be rejected out rightly. In case of any correction / addition / alteration / omission in tender document vis-a- vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.
- 10 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.
- 10.01 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 & 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 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 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 (UHF).
  - (ii) They are Husband and Wife.
  - (iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

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

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

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

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

Any breach of these conditions by the Company or Firm or any other person, the tender/ work will be cancelled and Earnest Money/ Security Deposit 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 No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India / State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India / State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.

- 16 The tender for the work shall remain open for acceptance for a period of **30 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 In case of works having estimated cost below Rs. 15,00,000/- , the successful tenderer shall be required to execute an agreement with the Engineer- in-Charge in the proforma 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 @ 5 % of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-Charge in the Proforma annexed to the tender document, within **15** days of the issue of letter of acceptance of Tender by 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 This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer / Contractor shall, within **30 days** from such date, formally sign the agreement consisting of.
- 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.
  - Standard BSNL W - 7 / 8 as on web site <http://maharashtra.bsnl.co.in/tenders>.
  - Agreement Signed on non-judicial stamp paper as per proforma annexed to the tender document.
- 19 **At the sole discretion of BSNL** Payments 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 account in such ECS / EFT facility providing Bank and that Bank A/C No shall be quoted in the tender by the tenderer.
  - 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 e-payment is made by BSNL unit.
  - In case payment is made to outside branch i.e. where tenderer is having bank account not in the same place from where the e-payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
- (d) BSNL reserves its right to make payments either through crossed cheques or through e - payment. No claim on this account shall be entertained.**
- 20 First running account bill shall be paid only after
- Signing of the Agreement/ Contract by both the parties and
  - 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 <http://maharashtra.bsnl.co.in/tender> as well as in the Divisional / Sub Divisional office.
- 23 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 down loaded tender shall be signed by the tenderer with stamp (seal) of his firm / organization.
- 24 **Condition for Service Tax / EPF**  
The contractor shall invariably furnish service tax & EPF registration certificate at the time of tendering into agreement .In case agency fails to submit service tax /EPF registration certificate for the work under the agreement, he may be allowed to enter in to the agreement on production of Indemnity bond certificate in favour of BSNL against any service tax & EPF liability. Failure to comply the condition stated above, full EMD will be forfeited in favour of BSNL & no claim what so ever shall be entertained on this account. The contractor shall compulsorily furnish copy of PAN card. The contractor shall issue an invoice/ challan along with every RA bill / final bill. The invoice raised by contractor shall be serially numbered and shall contain the following, namely:  
i) The name, address and the registration number of contractors;  
ii) The name and address of the person receiving taxable service;  
iii) Description, classification and value of taxable service provided or to be provided; and  
iv) The service tax payable thereon:  
The **rates** shall be **quoted** inclusive of all taxes **including service tax** up to the extent mentioned in schedule F under clause 37 (i). The invoice raised by the contractor shall indicate service tax as a separate component of the gross bill raised. The payment of balance Service Tax by BSNL to the contractor shall be governed by the rule of the Govt. made in this regard and applicable to BSNL and further as per the procedure framed by BSNL in this regard. BSNL shall claim CENVET credit for the service tax as per rules of BSNL in vogue and may restrict Service Tax payable to contractor in part under Reverse Charge Mechanism. Contractor shall have no claim over such part Service Tax payment and decision of BSNL in this regard shall be final and binding on the contractor.  
The contractor shall be solely responsible for timely payment of service tax / EPF payments etc as applicable to the authority including any penalty / interest for late submission etc. of such taxes and BSNL shall have absolutely no liability whatsoever in this amount of such taxes/penalty/interest.
- 25 In case of difference between downloaded tender document and model tender document kept in the O/o. Executive Engineer, BSNL Civil Division, Kolhapur, the latter shall be treated as correct. The tenderers may be seen compare the downloaded tender documents from the model tender document kept in the O/o. Executive Engineer, BSNL Civil Division, Kolhapur for its correctness. No claim shall be entertained on this ground.
- 26 There is clause 46 for insurance which is to be compiled by the contractor.
- 27 The rate shall be firm and final. Nothing extra shall be payable in this regard.
- 28 The tenders with any condition including that of conditional rebates shall be rejected forthwith. However the tenderers may quote un-conditional rebates.
- 29 For redressal of any complaints, following officers may be contacted:  
1) CGMT, MH Circle

The Chief General Manager, Telecom MH Circle, Admn. Bldg. A-wing, 2<sup>nd</sup> floor, Juhu Danda road, Santacruz (W) MUMBAI- 400054. Land Line Tel No.022- 26616999  
Fax No.022-26616777

2) DGM (Vig),MH Circle

The Dy. General Manager (Vig.), O/o. C.G.M.T. MH Circle, Admn. Bldg., A-wing, 6th floor, Juhu Danda road, Santacruz (W), MUMBAI-400054.

Land Line Tel. No.022-26616715 & Fax No.022-26615774

3). G.M. BSNL, Telephone Bhavan, Kolhapur-416008 Land Line Tel. No. 0231-2658181

4. D.E. (Vig)., BSNL, Kolhapur-416008 Land Line Tel. No. 0231- 2652123

(S. S. Shriwastav)

EXECUTIVE ENGINEER  
BSNL CIVIL DIVISION  
KOLHAPUR

Tele. No: 0231-2655720, Mobile No. 9423968085

**No. : 9(4)/2015/BSNL/EEC (K)/351**

**Date:19.10.2015**

**Copy forwarded to:**

- 1 to 3 Notice Board of Kolhapur Division / Notice board of G M, Kolhapur/Sangli
- 4 The Chief Engineer (c), BSNL Maharashtra Zone, Mumbai-54.
- 5 The Superintending Engineer ©, BSNL Civil Circle, Pune.
- 6 The D.G.M. (Vigilance), O/o C.G.M.T., Mumbai - 54
- 7 The Executive Engineer (Civil), BSNL Civil Division, Solapur.
- 8 to 9 The Executive Engineer (civil), BSNL Civil Division. No. I & II & III, Mumbai
- 10 to 14 The Executive Engineer (civil), BSNL Civil Division, Pune/Jalgaon/Aurangabad/ Panjim.
- 15 & 16 The Executive Engineer (E) BSNL Electrical Division, Kolhapur
- 17 The Executive Engineer, Postal Civil Division, Pune.
- 18 to 21 The Superintending Engineer, BSNL Civil / Electrical Circle, Pune.
- 22 & 23 The Superintending Engineer, Postal Civil / Electrical, Mumbai.
- 24 & 25 Builders' Association, Kolhapur /Sangli / Pune.
- 26 & 27 The Executive Engineer, CPWD/ B & C, Pune.
- 28 & 29 The Executive Engineer, B & C/ Irrgn. Kolhapur/Sangli
- 30 & 31 The Executive Engineer B & C, Kolhapur.
- 32 to 40 The Sub Divisional Engineer, BSNL Civil Sub-Division., I/ II/ Kolhapur/ Solapur/  
Sangli/ Satara/ Pandharpur/ Osmanabad.

Executive Engineer ©

**BHARAT SANCHAR NIGAM LIMITED****( A Government of India Enterprise )**

- General Rules and Directions
1. All work proposed for execution by contracts will be notified in a form of invitation to tender **duly signed** by the officer inviting tender will be displayed on the notice board / pasted in public places or by publication in News papers as the case may be and shall also be on the **BSNL website**. This form will state the work to be carried out, as well as the date for receipt of application, the date of submitting and opening tenders and the time allowed for carrying out the works, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs and drawings and any other documents, required in tender, shall also be open for inspection at the office of the officer inviting tender during office hours.
  2. In the event of the tender being submitted by a firm, it must be signed separately by each Partner thereof or by the partner(s) as specified in the partnership deed or by the person holding power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.
  3. Receipt for payment made on account of work, when executed by a firm, must also be signed by all the partner(s) or by the partner(s) as specified in the Partnership Deed by the person holding a power of attorney authorizing him to give effectual receipts for the firm.
  4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alternation in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. No single **envelope** shall include **tender for** more than one work, but contractors who wish to tender for two or more works shall submit separate **envelope** for each. Tender shall have the name and number of the works to which they refer, written on the envelopes. The rate(s) must be quoted in decimal coinage. Amount(s) must be quoted in full rupees by ignoring fifty Paise and less, and, considering more than fifty Paise as rupee one.
  5. The Officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
  6. The memorandum of work tendered for and schedule of the materials to be supplied by the BSNL and their issue-rates shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
  7. The tenderers shall sign a declaration under the official Secret Act 1923, for maintaining secrecy of the tender document, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
  8. In case of Percentage Rate Tenders, only percentage quoted shall be considered, Any tender containing item rates, is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the

Applicable  
for item  
Rate

Tender  
only  
(BSNL W-8)

Contractor

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Executive Engineer

contractor shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the contractor in words shall be taken as correct.

Applicable for Percentage Tender only (BSNL W-7)

9. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

10. In case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word Rs. Should be written before the figure of Rs. And word 'P' after the decimal figures, e.g. 'Rs.2.15P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should written closely following the rate in words and it should not be written in the next line. In case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates, which correspond with the amount worked out by the contractor, shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved, be taken as correct and not the amount. ***In the event of no rate has been quoted for any item(s) then the rate for such item(s) will be considered as zero and work will be required to be executed accordingly. It will be presumed that the contractor has included the cost of this / these item(s) in other item(s)***

Applicable for Item Rate Tender only (BSNL W-8)

Applicable for Percentage Tender only (BSNL W-7)

11. The contractor whose tender is accepted, for amount exceeding Rs.15.00 Lakhs (Rupees Fifteen Lakhs), will be required to furnish an irrevocable PERFORMANCE GUARANTEE of 5% (Five Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the Contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of Acceptance of Tender. This guarantee shall be in the form of Fixed Deposit Receipts of Guarantee Bonds of any Scheduled Bank or the Nationalised Bank.

The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by BSNL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash (upto Rs.2500.00/Demand Draft/Banker's Cheque/Deposit at Call Receipt of a Scheduled

Bank or The Nationalised Bank in accordance with the form annexed hereto.

In case of works with estimated cost put to tender is up-to and including Rs.15.00 Lakhs (Rupees Fifteen Lakhs) the total security deposit deducted shall be 10(Ten)% instead of 5 (Five)% of the tendered value of the work. Security Deposit shall be recovered @ 10% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit 10% of the tendered value of the work.

12. On acceptance of the tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from the Engineer-in-charge, shall be communicated in writing to the Engineer-in-Charge.
- 12A. In Percentage Rate Tender, the tenderer shall quote percentage below/above (In figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such away that no interpolation is possible. In case of figures, the word 'Rs' should be written before the figure of rupees and the word P after the decimal figures, e.g. 'Rs.2.15P' and in case of words, the word 'Rupees' should precede and the word "Paise" should be written at the end.
13. Sales-tax, purchase tax, turnover tax or any other tax on material in respect of the contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.
14. 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.
15. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has /have tendered for the same work. Failure to observe this condition would render, the tender of the contractors, tendering, as well as witnessing the tender, liable to summary rejection.
16. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths etc. The tender apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class, which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
17. The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of work	Name and Particulars of Division where work is being executed	Value of work	Position of Work in progress	Remarks
1	2	3	4	5

18. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer, may in his discretion, without prejudice to any other right or remedy, available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.



ABRIDGED FORM BSNL W-7/8

BHARAT SANCHAR NIGAM LIMITED (Civil Wing)  
(A Government of India Enterprise)

STATE-MAHRASHTRA

BSNL CIVIL CIRCLE, PUNE

BSNL CIVIL DIVISION, Kolhapur

ZONE—WEST

BSNL CIVIL SUB DIVISION- Kolhapur-I

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**Item Rate Tender & Contract for Works**


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**Tender for the work of: Annual Repairs & Maintenance works to Staff Quarters at Sanchar Colony, Kolhapur for the year 2015-2016. S.H.:- Miscellaneous civil works.**

To be submitted by 15:00 Hours on **28.10.2015** to **THE EXECUTIVE ENGINEER, BSNL CIVIL DIVISION, Kolhapur .**

(i) To be opened in presence of tenderers who may be present at 15:30 hours on **28.10.2015** in the office of THE EXECUTIVE ENGINEER, BSNL CIVIL DIVISION, Kolhapur

Issued to : .....  
(Contractor)

Signature of officer issuing the documents: .....

Designation: .....

Date of Issue: .....

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**T E N D E R**


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I / We have read and examined the Notice Inviting Tender, Schedule A, B, C, D, E & F, Specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents 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 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

Contractor

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Executive Engineer

the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

A sum of **Rs 1450/-** has been deposited in form of Demand draft/ Bankers Cheque/ Deposit at Call Receipt of a Scheduled Bank/ Nationalized Bank as earnest money. If I/We fail to commence the work specified I/We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of the Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

I/We hereby intimate that for receiving payments I/we have an account in \_\_\_\_\_ Bank with account No. \_\_\_\_\_ Where the ECS/EFT facility of e-payment is available.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there-from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

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

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

I/we agree that this contract is subject to jurisdiction of Court at Kolhapur only (where the NIT/Tender has been issued )

Dated.....

Witness : .....

Address : .....

(.....)

Signature of Contractor

Occupation : .....

Postal Address : .....



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**A C C E P T A N C E**

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

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

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

(a)

(b)

**For & on behalf of the Bharat Sanchar Nigam Limited.**

**Dated.....**

**Name and Signature** \_\_\_\_\_

**Designation** \_\_\_\_\_

<b>PROFORMA OF SCHEDULES</b>				
<b>(Operative Schedules to be supplied separately to each of the intending tenderer)</b>				
<b>SCHEDULE "A"</b>				
<b>Schedule of Quantities (Enclosed)</b>				
<b>SCHEDULE "B"</b>				
<b>Schedule of Materials to be issued to the contractor</b>				
S. No.	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
<b>NIL</b>				
<b>SCHEDULE "C"</b>				
Tools and Plants to be hired to the contractor				
S. No.	Description of Item	Hire charges per day	Place of issue	
1	2	3	4	
<b>NIL</b>				
<b>SCHEDULE "D"</b>				
1. Particular specification. 2. Additional specification. 3. Additional condition				
<b>SCHEDULE "E"</b>				
Schedule of component of Materials, Labour etc. for escalation.				
<b>CLAUSE 10 C</b>				Not Applicable
Component of Materials expressed as percent of Total Value of Work				Not Applicable
Component of Labour expressed as percent of Total Value of Work				Not Applicable
Component of POL expressed as percent of Total Value of Work.				Not Applicable
<b>CLAUSE 10 CA</b>				Not Applicable
<b>CLAUSE 10 D</b>				Not Applicable
<b>SCHEDULE "F"</b>				
<b>Reference to General Conditions of Contract</b>				
Name of Work		<b>Annual Repairs &amp; Maintenance works to Staff Quarters at Sanchar Colony, Kolhapur for the year 2015-2016. S.H.:- Miscellaneous civil works.</b>		
Estimated cost of Work		<b>Rs. 70,969/-</b>		
Earnest Money		<b>Rs. 1,450/-</b>		

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)

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only)

Security Deposit  
(10 % of the tendered value for  
works with estimated cost put  
to tender up to Rs. 15Lakhs) (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)

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only)

<b>GENERAL RULES AND DIRECTIONS</b>		
Officer inviting tender		Executive Engineer, BSNL Civil Division, Kolhapur
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%
<b>Definitions</b>		See below
2 (v)	Engineer-in charge	Executive Engineer, BSNL Civil Division, Kolhapur
2(viii)	Accepting Authority	Executive Engineer, BSNL Civil Division, Kolhapur
2(x)	Percentage on cost of materials and Labour to cover all overheads and profit	10 %
2(xi)	Standard Schedule of Rates	DELHI SCHEDULE OF RATES- 2014 PUBLISHED BY CPWD with a reduction factor of 110/115 with upto date correction slips as on the date of opening of tenders
2(xii)	Department	BHARAT SANCHAR NIGAM LIMITED
9(ii)	Standard BSNL Contract Form	BSNL W-7/8 (modified and corrected with upto date correction slips as on the date of opening of tenders)
<b>Clause 2</b>		
Authority for fixing compensation under Clause 2		SUPERINTENDING ENGINEER, BSNL CIVIL CIRCLE, PUNE

<b>Clause 2A</b>		Not Applicable
<b>Clause 3A</b>		It shall be applicable to all BSNL internal works but for turn key / External projects this clause will not be applicable to keep the contractor engaged and to safe guard the BSNL interest. Respective NIT approving authority shall provision this clause accordingly.
<b>Clause 5</b>		
i)	Time allowed for execution of work.	As specified in the notice inviting tender / Tender condition
ii)	Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer, BSNL Civil Division, Kolhapur
<b>Clause 6A</b>		For operation of 6A regarding computerized measurement books, the NIT approving authority shall initially implement this clause for all works costing more than Rs. 1.00 Crore and after six months with effect from issue of this Correction Slip-4 the same may be reviewed for lesser value of works depending on the preparedness of the contractors and BSNL executives in that civil zone for all works as per Section 7.12 of CPWD works Manual 2012.
<b>Clause 7</b>		
Gross value of work to be done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment.		Equivalent to the value of 35% of tendered amount or Rs. <b>TWO Lakh</b> whichever is less.
<b>Clause 10</b>		
Reinforcement steel to be used in the work shall have to be procured as below		
a) TMT bars manufactured by Secondary Producers having BIS License		
<b>Clause 11</b>		
Specification to be followed for execution of work.		CPWD Specifications 2009 Volume I to II with up to date correction slip and "Special Conditions" (for this work enclosed).
<b>Clause 12</b>		
12.1.2(ii)	Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.1.2(i) and (ii).	Deleted
12.1.2(iii)	Plus/ minus (+ / -) the %	Deleted

	over the rate entered in the schedule of rates.				
12.2 & 12.3	Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not be apply.	50% (Fifty Percentage)			
<b>Clause 16</b>					
Competent authority for deciding reduced rates.		SUPERINTENDING ENGINEER, BSNL CIVIL CIRCLE , PUNE			
<b>Clause 25</b>					
Competent authority for conciliation		Deleted			
<b>Clause 36 (i)</b> General Guide line for fixing requirement of Technical Staff & rate of recovery in case of non compliance, for a work, shall be as per the following table:					
<b>Minimum qualification and experience required for Principal Technical Representative:</b>					
Estimated cost of work	Minimum Qualification of Technical Representative	Discipline	Designation	Minimum Experience	Nos.
	Graduate Engineer OR Diploma Engineer	Civil Engineer	Principal Technical Representative	NIL	-
		Civil Engineer	Principal Technical Representative	5 Years	-
Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)			Figure	Words	
			Rs. 10, 000/- per month	Rupees Ten thousand per month	
<b>Clause 37 (i)</b>					
Extent of Service Tax payable by Contractor for Building & Construction work:					
50% of total Service Tax as per notification issued by Ministry of Finance, Govt. of India vide Notification No. 30/2012- Service Tax dated 20.06.2012					
<b>Clause 42</b>					
I)	Schedule / statement for determining theoretical quantities of cement & bitumen on the basis of <b>Delhi Schedule of Rates 2014</b> Printed by CPWD with up to date correction slips as on the date of opening of tenders.				
ii)	Variation permissible on theoretical quantities				
a)	Cement for works with estimated costs put to tender				

	I) Not more than Rs. 5 Lakhs	3 % plus / minus
	ii) More than Rs. 5 Lakhs	2 % plus / minus
b)	Steel reinforcement and structural steel sections for each diameter, section and category.	2 % plus / minus
<b>Recovery rate for quantities beyond permissible variation</b>		
<b>Material</b>		<b>Star Price (Rate in Figures and works)</b>
1	For Cement	NA
	For Reinforcement Steel bars conforming to IS code	NA

Executive Engineer ©,  
BSNL Civil Division,  
Kolhapur



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**GENERAL INSTRUCTIONS**

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1. The entire work shall in general conform to the C.P.W.D. Specifications for Works 2009 with all correction slips issued up to date as on the date of opening of tenders and description in the Schedule of Quantities, additional conditions, special conditions, additional specifications, latest relevant Bureau of Indian Standard codes and the drawings.
2. All the above quoted documents shall be considered complementary to each other. However in case of conflict among the various provisions, the following order of precedence shall be followed.
  - a) Provision in nomenclature of item in schedule of quantities, including drawings, if any mentioned therein
  - b) Special Conditions.
  - c) Additional Conditions.
  - d) Additional Specifications.
  - e) C.P.W.D. specifications.
  - f) Latest relevant B.I.S. codes
  - g) Drawings of the work not specifically mentioned in the nomenclature of the item.
  - h) The decision of the Engineer-in charge given in writing based on sound engineering practice and local usage shall be final and binding on the contractor
3. Where ever “C.P.W.D. Specification” is referred to in the tender documents; it shall mean “C.P.W.D. Specifications for Works 2009 (volume I & II) with all up to date correction slips as on the date of opening of tenders”.
4. Wherever any reference to any Indian Standard Specifications (B.I.S.) occurs in the documents relating to this contract, the same shall be inclusive of all upto date amendments or revisions.
5. Where ever “D.S.R.” is referred to in the tender documents, it shall mean “C.P.W.D. Delhi Schedule of Rates 2014 with all up to date correction slips as on the date of opening of tenders”.
6. The work shall be executed and measured as per Metric Dimensions given in the schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only).

EXECUTIVE ENGINEER (Civil),  
BSNL CIVIL DIVISION, Kolhapur

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

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CONTRACT AGREEMENT FOR THE WORK OF \_\_\_\_\_ DATED \_\_\_\_\_ Between M/s. \_\_\_\_\_ (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 BHARAT SANCHAR NIGAM LIMITED hereinafter called the BSNL (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

WHEREAS

- A) 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 of surface, strata, soil, subsoil 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 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 BSNL's Press Notice Inviting Tender, General conditions of Contract, Special Conditions of Contract, Schedule of Quantities and Rates, General obligations, Specifications, Drawing, 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 here to annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.

AND WHEREAS

The BSNL accepted the tender of M/s. \_\_\_\_\_ (refer note at page \_\_\_\_\_) (Contractor) for the construction \_\_\_\_\_ at \_\_\_\_\_ and conveyed vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ at the rates stated in the Schedule of quantities for the work and accepted by BSNL (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract.

NOW THIS AGGEMENT 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 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 therefrom 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, BSNL does hereby agree with the contractor that BSNL will pay to contractor the respective amounts for the work actually done by him and approved by BSNL at the Schedule of 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 BSNL and the contractor that the contractor shall have no right, title or interest in the site made available by 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 BSNL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

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

Signed and delivered for and on behalf  
of BSNL

Signature and delivered for & on  
behalf of the contractor

(BHARAT SANCHAR NIGAM LIMITED)  
OFFICIAL ADDRESS

(Contractor)

Date  
Place

Date  
Place

IN PRESENCE OF TWO WITNESS

SIGNATURE  
NAME  
SIGNATURE  
NAME

Contractor

SIGNATURE  
NAME  
SIGNATURE  
NAME

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Executive Engineer

**FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND**

1. In consideration of the Bharat Sanchar Nigam Limited (hereinafter called "the B.S.N.L.") having agreed under the terms and conditions of agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said contractor(s)") for the \_\_\_\_\_ work (hereinafter called "the said agreement") for compliance of his obligation in accordance with the terms and conditions in the agreement.  
We \_\_\_\_\_ (indicate the name of the bank) (hereinafter referred to as "as Bank") hereby undertake to pay to the BSNL and amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on deemed by the B.S.N.L.
2. We \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the B.S.N.L. stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the bank shall be conclusive as regard the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
3. We undertake to pay to B.S.N.L. any money so demand notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereof our liability under this present being absolute and unequivocal.  
The payment made by us under this bond shall be valid discharge of our liability for payment to there-under and the contractor(s) shall have no claim against us making such payment.
4. We \_\_\_\_\_ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of B.S.N.L. under or by virtue of the said agreement have been fully paid and it is claims satisfied or discharged or till Engineer in charge on behalf of the B.S.N.L. certifies that the terms and conditions of the said agreement have been fully and properly carried out be the said contractor (s) accordingly discharged this guarantee.
5. We \_\_\_\_\_ (indicate the name of the bank) further agreed with the B.S.N.L. that the B.S.N.L. shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the power exercisable by the B.S.N.L. against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance act of omission on that part of the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected or so relieving us.
6. The guarantee will not be discharged due to the change in the constitution of the bank or the contractor (s).
7. We \_\_\_\_\_ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the B.S.N.L. in writing.
8. This guarantee shall be valid upto \_\_\_\_\_ unless extended on demand by B.S.N.L.. Notwithstanding any thing mentioned above our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_ only) and unless a claim in writing is lodged with us within Six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the guarantee shall stand discharged.

Date the \_\_\_\_\_ date of \_\_\_\_\_

For \_\_\_\_\_  
(indicate the name of the Bank)

**AFFIDAVIT**

I / We have submitted a bank guarantee for the work .....  
 .....  
 ..... (Name of work).

Agreement No. ....dated the ..... From  
 .....  
 ..... (Name of Bank with full address).

TO THE EXECUTIVE ENGINEER .....  
 ..... with a view to seek exemption from payment of security  
 deposit in cash. The 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 / or own initiative upto a period of ..... months after the  
 recorded completion of the work or as directed by the Engineer-in-charge.

I /We also indemnify the BSNL against any losses arising out of non-encashment of  
 the bank guarantee, if any.

Note: This affidavit is to be given by the executants before a First Class Magistrate.

**Signatures of Contractor**

**Name** .....

**Postal Address:** .....

**Telephone & Mobile No.....**

## An Undertaking

(For the Agency who is claiming exemption from service tax)

I / We \_\_\_\_\_ do hereby solemnly declare that being the turnover of aggregate value of all taxable services provided was less than Rs. 10.00 Lakhs in the preceding financial year and also less than Rs.10.00 Lakhs in this financial year, The applicable service tax is nil / exempted as per the Govt. of India Service Tax Rules. In case of default by the undersigned, the sole responsibility shall be mine/ us.

### Signatures of Contractor

Name .....

Postal Address: .....

Telephone & Mobile No.....

**SCHEDULE OF QUANTITIES**

**Name of Work: Annual Repairs & Maintenance works to Staff Quarters at Sanchar Colony,  
Kolhapur for the year 2015-2016.  
S.H.-: Miscellaneous civil works.**

S. No.	Description of Item	Quantity	Rate	Unit	Amount
<b>PART A : ANNUAL REPAIRS AND MAINTENANCE</b>					
1	Demolishing cement concrete manually / by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. a) Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	0.10 Cum.		One Cum	
2	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead : a) For thickness of tiles 10 mm to 25 mm	1.00 Sqm		One Sqm	
3	Dismantling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, manually/ by mechanical means including stacking of pipes within 50 metres lead as per direction of Engineer-in-charge : a) 15 mm to 40 mm nominal bore	3.25 Rmt		One Rmt	
4	Dismantling of flushing cistern of all types (C.I./PVC/Vitrious China) including stacking of useful materials near the site and disposal of unserviceable materials within 50 metres lead	1.00 No		Each	
5	Excavating trenches of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, depth upto 1.5 m, including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20 cm in depth, including				

	consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50 m :		
	a) Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia	3.50 Rmt	Rmt
6	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering -All work upto plinth level a) 1:2:4 ( 1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size )	0.50 Cum	One Cum
7	Providing and laying in sunken portion of W,C. lime concrete with graded brick aggregate 25mm nominal size and 50% mortar comprising of 1 lime putty : 2 surkhi and as directed by Engineer in charge.	0.20 Cum	One Cum
8	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 3.5 in foundations and plinth in : a) cement mortar 1:4 (1 cement : 4 coarse sand)	3.75 Sqm	One Sqm
9	Easening of wooden door / window frames or shutter at all floors including oiling of hinges & tighteing /replacing of screws where required all complete as per direction of Engineer-in-charge. (hinges to be paid seperately)	6.00 Nos.	Each
10	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS : 15622 ( thickness to be specified by the manufactured) of approved make in all colours , shades except bergundy, bottle green, black of any size as approved by Engineer-in-charge in skirting , risers of steps and dados over 12mm thick bed of cement mortar 1:3 ( 1 cement : 3 coarse sand ) and jointing with grey cement slurry @ 3.3 kg per sqm		



	including pointing in white cement mixed with pigment of matching shade complete	0.50 Sqm	One Sqm
11	Providing and laying ceramic glazed floor tiles 300X300mm ( thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as white, Ivory ,grey, Fume , red brown , laid on 20mm thick cement mortar 1:4 ( 1 cement : 4 coarse sand ) including pointing the joints with white cement and matching pigment etc.complete	1.00 Sqm	One Sqm
12	Providing and fixing cudapah strip for door sill with cement/araldite solution etc. complete as directed by Engineer-in-charge. a) Cudapah strip of size 75mmx25mm	7.00 Rmt	Rmt
13	Cleaning of ceramic/white glazed/mosaic tiles in floors, dado by applying harpic solution/diluted hydrochloric acid and washing the surface by profuse water etc. complete as directed by Engineer-in-charge.	350.00 Sqm.	One Sqm
14	18mm cement plaster in two coats under layer 12mm thick cement plaster 1:5 ( 1 cement : 5 coarse sand ) finished with a top layer 6mm thick cement plaster 1:3 ( 1 cement : 3 fine sand ) finished rough with sponge	8.00 Sqm	One Sqm
15	Renewing glass panes, with putty and nails wherever necessary a) Float glass panes of thickness 4 mm	1.00 Sqm	One Sqm
16	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with		

	manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required :		
	a) W.C. pan with ISI marked white solid plastic seat and lid	1.00 No	Each
17	Providing & fixing CP brass faucet with connection pipe for european type wc including necessary screws etc. complete as directed by Engineer in charge.	1.00 No	Each
18	Providing & fixing jet for european type wc with necessary fitting etc. complete as directed by Engineer in charge.	1.00 No	Each
19	Making opening of about 150mm diameter in brick masonry wall and making good the sides of wall with cement plaster etc. complete as directed by Engineer in charge.	1.00 No	Each
20	Providing and fixing UPVC SWR-pipes ( 6Kgf/ sq.cm) including jointing with seal ring conforming to IS: 5382 etc. complete. a) 110 mm dia.	0.70 Rmt.	One Rmt.
21	Providing and fixing UPVC SWR moulded fittings / accessories for UPVC SWR pipes including jointing with seal ring confirming to IS: 5382 a) Bend with access door-110mm dia.	2.00 Nos	Each
22	Providing and fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length, including cutting brick work and fixing in cement mortar 1:4 (1 cement : 4 coarse sand) and making good the wall etc. complete.		

	a) 110 mm	4.00 Nos	Each
23	Providing and fixing PVC low level flushing cistern with manually controlled device ( handle lever ) conforming to IS 7231 Parryware / Hindware / Seabird/Orient (coral ) with all fittings and fixtures complete a) 10 litre capacity - white	2.00 Nos.	Each
24	Providing and fixing PVC waste pipe for sink or wash basin including PVC waste fittings complete i) Flexible pipe a) 32 mm dia	10.00 Nos.	Each
25	Providing and fixing PTMT Waste Coupling for wash basin and sink, of approved quality and colour. a) Waste coupling 31mm of 79mm length and 62mm breadth weighing not less than 45gms.	5.00 Nos.	Each
26	Providing and fixing G.I.pipes complete with G.I.Fittings and clamps, including cutting and making good the walls etc. ( Internal work ) a) 15 mm dia . nominal bore	5.00 Rmt	One Rmt
27	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Internal work - Exposed on wall a)20 mm nominal outer dia. pipes.	6.00 Rmt	One Rmt

	b) 25 mm nominal outer dia. pipes.	6.00 Rmt	One Rmt
	c) 32 mm nominal outer dia. pipes.	10.00 Rmt	One Rmt
	d) 40 mm nominal outer dia. pipes.	15.00 Rmt	One Rmt
28	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement ,trenching ,refilling & testing of joints complete as per direction of Engineer in Charge. External work		
	a) 40 mm nominal outer dia. pipes.	3.25 Rmt	One Rmt
29	Providing and fixing unplasticised PVC connection pipe with brass unions.		
	a) 45 cm length.		
	i) 15 mm nominal bore.	5.00 Nos.	Each
30	Providing and fixing C.P.brass bib cock of approved quality conforming to IS : 8931.		
	a) 15 mm nominal bore.	2.00 Nos.	Each
31	Providing and fixing C.P.Brass stop cock (concealed) of standard design and of approved make conforming to IS : 8931.		
	a) 15 mm nominal bore.	5.00 Nos.	Each
32	Providing & fixing C. P. brass pillar tap of approved quality.		
	a)15 mm nominal bore.	2.00 Nos.	Each
33	Providing and fixing brass Patti valve / half round of approved quality.		

	a) 20 mm nominal bore.	1.00 No	Each
	b) 40 mm nominal bore.	1.00 No	Each
34	Providing and fixing PTMT bib cock of approved quality and colour. a) 15mm nominal bore, 86 mm long. Weighing not less than 88 gms.	10.00 Nos.	Each
35	Providing and fixing PTMT stop cock of approved quality and colour. a) 15 mm nominal bore, 86mm long. Weighing not less than 88 gms.	5.00 Nos.	Each
36	Providing and fixing PTMT pillar cock of approved quality and colour. a) 15mm nominal bore, 107mm long. Weighing not less than 110 gms.	5.00 Nos.	Each
37	Providing and fixing PTMT grating of approved quality and colour. i) Circular type. a) 100 mm nominal dia.	5.00 Nos.	Each
38	Repairing bib cock, pillar cock, stop cock by replacing spindle and washer etc. complete.	35.00 Nos.	Each
39	Removing old damaged bathroom fittings such as bib cock, stop cock, pillar tap, PVC connection pipe, wheel valve etc. complete as directed by Engineer-in-charge.	20.00 Nos.	Each
40	Repairs to PVC / C.I. flushing cistern by providing new material such as syphon, arm wherever required etc. all complete as directed by		

	Engineer in Charge.	2.00 Nos.	Each
41	Removing choke up of floor trap / nahani trap including removing rubbish, sludge etc. complete as directed by Engineer-in-charge.	10.00 Nos.	Each
42	Removing choke up of gully trap including removing & disposal of rubbish, sludge etc. Complete as per direction of Engineer-in-charge.	5.00 Nos.	Each
43	Removing choke up of manhole including disposal of sludge and making the drain line in good functional condition etc. complete & as directed by Engineer-in-charge.	5.00 Nos.	Each
44	Supplying of one carpenter with one labour for works of carpentary work for one day etc. complete as directed by Engineer in charge.	2.00 No	Each
45	Cleaning of storm water gutter of about 0.15 Sqm cross section area removing rubbish.leaves any other material lying and disposal of material etc. complete as directed by the Engineer-in-charge.	75.00 Rmt	Each
46	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	4.00 Cum	Each
47	Making connection of G.I. distribution branch with G.I. main of following sizes by providing and fixing		

tee, including cutting and threading the pipe etc.

complete :

3.00  
Nos

Each

- 48 Trimming of tree branches around quarter and disposal of material beyond premises etc, complete as directed by the Engineer-in-charge.

1.00  
No

Each

**PART B : CREDIT ITEMS**

- 1 Credit for dilapated/damaged material received from dismantlement.

a) Bib cock, stop cock, pillar tap, PVC connection pipe, wheel valve etc.

50.00  
Nos.

Each

b) G.I. pipe upto 50mm dia.

3.25  
Rmt

One  
Rmt

c) C.I./PVC flushing cistern.

5.00  
Nos.

Each

Total

Executive Engineer(Civil),  
BSNL Civil Division, Kolhapur.