



B.S.N.L
(A Govt. of India Enterprises)

TENDER DOCUMENT

Name of Contractor

Name of work: - Replacement of Mirrors in toilets and Chajja protection to mumty door of Janwadi Inspection Quarters at Pune.

Date of Opening: - 04.10.2012

**O/o Sub Divisional Engineer(C),
B.S.N.L. Civil Sub Division
Shivajinagar, Pune-411005.**

SAMPLE APPLICATION FORM....

Tender schedule to be got issued from office.

or

Tender schedule shall be downloaded from website.

(Please strike out whichever is not applicable).

To,

The Sub Divisional Engineer(C)
B.S.N.L. Civil Sub Division ,
Shivajinagar, Pune-411005.

SUB: Application for issue of tender documents for the work of:

Replacement of Mirrors in toilets and Chajja protection to mummy door of Janwadi
Inspection Quarters at Pune.

REF: Your NIT Dated 24.09.2012 Published on the web-site [www. maharashtra.bsnl.co.in](http://www.maharashtra.bsnl.co.in).

Sir,

I / We hereby submit application for participation in the tender for above work.

I / We request that I/We may please be issued the tender documents for the above work.

I submit that I shall submit my tender in downloaded form.

My/Our registration and other details are as follows:

1. Particulars of Registration : _____
- (a) Class of Registration : _____
- (b) Monetary limit for tendering : _____
- (c) Authority by whom the registration Issued: _____
- (d) Validity of registration : _____
2. Full name of the Firm / Contractor : _____
3. Telephone Number : _____
4. Mobile Number : _____
5. Is the Firm Proprietary / Partnership : _____
6. Name of Proprietor / Partner : _____
(Attested Copy of partnership deed to be enclosed)

7. Income Tax Account no. _____ : _____
(Attested Copy of PAN Card to be enclosed)
8. Certificate regarding near relative in Prescribed
(Proforma has to be signed by the contractor.)
9. EPF registration particulars:
10. Service tax registration particulars:
9. Mode of remittance of Tender form cost
(a) Amount _____ (b) Mode : Cash / DD _____

Contractor

It is certified (confirmed) that this registration is valid as on date and we shall inform the department ourselves as soon as our registration expires or is cancelled / revoked.

Important: The originals of the above records shall be produced for verification at the time of issue of tender documents.

Tender document will be issued on payment of Rs. 173.00 (Rs. One hundred and seventy three only) and Earnest money in prescribed form as per para 6.0 of BSNL W-6

Encl:

Yours faithfully

(Contractor)

Name

Postal Address

.....

.....

.....

Telephone & Mobile No.

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

CERTIFICATE TO BE GIVEN BY THE APPLICANT CONTRACTOR

“I, _____ s/o Shri _____ Resident of _____ hereby certify that none of my relative (s) as defined below 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 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-Sub Divisional or Sub Divisional 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 Sub Divisional employee/ gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications.

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 or BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.

Contractor)

Name

Postal Address

.....
.....
.....

Telephone & Mobile No.

D E C L A R A T I O N

(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 Performa as downloaded **directly from the website**.
- 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 and 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.
- 9) I have read carefully and understood the important instructions to the all tenderers & to tenderers who have down loaded the tenders from the web.
- 8) 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 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 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.
- 11) In case of difference between downloaded tender document and model tender document kept in the O/o Sub Divisional Engineer (Civil) [BSNL Civil Sub Division, Shivajinagar, Pune](#), 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 Sub Divisional Engineer (Civil) [BSNL Civil Sub Division, Shivajinagar, Pune](#) for its correctness. No claim shall be entertained on this ground.

Dated

(CONTRACTOR)
(SIGN WITH SEAL)

BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

OFFICE OF THE SUB DIVISIONAL ENGINEER(C), B.S.N.L. CIVIL SUB DIVISION
Shivajinagar, Pune -411005

No. 51(02)2012/SDEC/BSNL/SNR/181

DATED: 24.09.2012

NIT No. 26/EEC(P-II)/BSNL/2012-2013

NOTICE INVITING TENDER

Item rate tenders are invited by the SUB DIVISIONAL ENGINEER(C), B.S.N.L. Civil Sub Division, Telephone Exchange building, Near Post Office, Shivajinagar, Pune -411005 on behalf of B.S.N.L. from approved and eligible contractors of B.S.N.L., for the following works.

S.N.	Name of Work	Estimated Cost (IN RS.)	Earnest Money (IN RS.)	Time limit	Last date of receipt of application form for purchase of tender forms.	Last date of issue tender forms	Date and time of receipt of tender	Date and time of opening of tender.
1	2	3	4	5	6	7	8	9
1	Replacement of Mirrors in toilets and Chajja protection to mummy door of Janwadi Inspection Quarters at Pune.	Rs. 16198.00	Rs. 324.00	15 days	01.10.2012 at 16.00 Hrs.	03.10.2012 at 16.00 Hrs.	04.10.2012 at 15.00 Hrs.	04.10.2012 at 15.30 Hrs

- 1.1 The work is estimated to Cost **Rs. 16198.00** Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority.
- 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 registered contractors of Public Works Organizations like CPWD, State PWD (B&R) DOP, MES & Railways only.
 - 1.2.1.1. for works upto Rs.5 Lakhs NIL
 - 1.2.1.2. For works above Rs.5 Lakhs and upto 2.5 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 _____

A) For BSNL enlisted contractors

1.3 RESTRICTIONS ON WORKS IN HAND

- 1.3.1 The contractor shall be restricted to have maximum number of works in progress in their hand in jurisdiction of a civil division as below

Class V	2 works of sub divisional level & 2 works of division level
Class IV	3 works of sub divisional level & 2 works of division level

- 1.3.2 At no stage should any contractor have works in hand amounting to more than twice the tendering limit at the time of issue of tender form for new work for which contractor has to give undertaking while submitting request for issue of tender documents

- 2.0 Agreement shall be drawn with the successful tenderer on prescribed Form No. BSNL W-8, which is available as a BSNL Publication/BSNL Web site www.civil.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, it shall be properly bound and sealed after quoting the rates) which shall form part of the agreement.

- 3.0 The time allowed for carrying out the work will be **15 days** from the **seventh day of** the date of issue of letter of award of work, or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.

- 4.0 The site for the work *shall be made available in parts.*

- 5.0 The last date of receipt of applications for issue of tender forms (in prescribed format/ it can also be down loaded from BSNL website (www.maharashtra.bsnl.co.in)) and date of issue of tender forms will be as follows:

- i) Last date of receipt of application **01.10.2012 up to 16.00 hours.**
- ii) Last date of issue of tender forms **03.10.2012 up to 16.00 hours**

- 6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL website www.maharashtra.bsnl.co.in or be seen in the office of the *Sub Divisional Engineer, BSNL Civil Sub Division, Shivajinagar, Pune-05* between *11.00 hours. & 16.00 hours from 24.09.2012 to 04.10.2012* everyday except on Sundays, and second Saturday of the month 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/-** (Rs. One hundred and seventy three only) in the form of cash / demand draft of a scheduled bank issued in favour of **Accounts Officer (Cash) BSNL Civil Division No.-I Pune** payable at Pune as cost of tender (non-refundable) and
- ii) Earnest Money of **Rs. 324.00** in cash (upto Rs 2500/- only) / deposit at call receipt of a scheduled bank / fixed deposit receipt of a scheduled bank / Demand draft of a scheduled bank issued in favour of **Accounts Officer, BSNL Civil Division No I , Pune- 06** payable at Pune. When amount of earnest money is more than Rs 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, Minimum 50% of earnest money (but not less than Rs 5 Lakhs) or Rs 25 Lakhs, 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.

7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be received by the Sub Divisional Engineer BSNL Civil Sub Division, Shivajinagar, Pune-05 upto **15.00 hrs. on 04.10.2012** and will be opened by him or his authorized representative in his office on the same day at **15.30 hrs. on 04.10.2012**. After opening the main envelope 3, the envelope 1 containing the “**EARNEST MONEY**” containing the earnest money along with the cost of the tender as applicable shall be opened first and in case the earnest money is not found in the proper and prescribed form, The envelope No.2 “**of the tender shall not be opened**” and such tender shall be summarily rejected. If the Earnest Money and Cost of Tender is found in order, then envelope marked “**TENDER**” containing shall be opened only for those tenderers whose earnest Money cost of tender and eligibility is found in order.

The tender papers shall not be issued by post.

8.0 The description of the work is as follows: -

Replacement of Mirrors in toilets and Chajja protection to mummy door of Janwadi Inspection Quarters at Pune.

9.0 Submission of tender :-

Tender shall be submitted in the following manner

(Note: in case any of documents submitted is proved to be tampered / fraudulent at any stage (including after completion of work) the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law)

9.1 In case the tender document is downloaded from BSNL web site

9.1.1 “Earnest money plus cost of tender” and eligibility credentials” shall be placed in sealed envelope marked “**EARNEST MONEY plus cost of Tender and eligibility credentials**”

9.1.2 The “Tender” shall be placed in sealed envelope AND WILL BE SUPERSCRIBED AS “**TENDER**”

9.1.3 The sealed envelope no 1 & 2 “**EARNEST MONEY**”, “**TENDER**” 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 of tenders document is purchased from the office of Sub Divisional Engineer

9.2.1 Proof for paying the cost of tender documents, proof of payment of EMD and copies of document 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

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. Loose/spiral bound submission (in case the tender is downloaded from website) shall be rejected outrightly. In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.

10 Copies of other drawings and documents pertaining to the work will be open for inspection by the prospective tenderers at the office of the above-mentioned officer.

10.0.1 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and

nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & 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 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 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 shall 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-Sub Divisional or Sub Divisional 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 Sub Divisional 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 or BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.

15. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor

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

16. The tender for the work shall remain open for acceptance for a period of **30 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.

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 Proforma annexed to the tender document, within 15 days of the issue of the 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.6, 00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish performance guarantee at rate of 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.

17. This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter 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 15 days from such date, formally sign the agreement consisting of: -

- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard BSNL W-8 as on website www.civil.bsnl.co.in
- c) Agreement signed on non-judicial stamp paper as per Proforma annexed to the tender document.

18. Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below: -
- (a) In cities/areas where ECS/EFT facility is provided by Banks, the tenderer must have Account in such ECS/EFT facility providing Banks and that Bank A/c No. shall be quoted in the tender by the tenderer.
 - (b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
 - (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 will be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.

19. First running account bill shall be paid only after
- (a) Signing of the Agreement/Contract by both the parties, and
 - (b) Progress chart is prepared as required under Clause 5 and approved by the competent authority

20. 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.

21. General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website www.civil.bsnl.co.in as well as in the Divisional Office.

22. **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 downloaded tender shall be signed by the tenderer with stamp (seal) of his firm/organization.**
23. The tender with any condition including that of conditional rebates shall be rejected forthwith. However the tender may quote un -conditional rebates.
24. In case of difference between downloaded tender document and model tender document kept in the O/o Sub Divisional Engineer (Civil) BSNL Civil Sub Division , Shivajinagar , Pune-05, 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 Sub Divisional Engineer (Civil) BSNL Civil Sub Division, Shivajinagar, Pune-05 for its correctness. No claim shall be entertained on this ground.
25. The contractor shall follows the norms of EPF and Miscellaneous Provision Act-1952. Tender can be issued to non EPF registered also but they have to produce EPF Registration within 15 days of the issue of letter of indent in favour of successful tenderer/contractor. After submission of EPF registration, the letter of commencement of work shall be issued.

Signature and Name of
Sub Divisional Engineer (C)
BSNL Civil Sub Division ,Shivajinagar , Pune-411005.
For & on behalf of the Bharat Sanchar Nigam Limited

BHARAT SANCHAR NIGAM LIMITED

BSNL W – 8

(A GOVERNMENT OF INDIA ENTERPRISE)

STATE: **Maharashtra**

CIRCLE:BSNL Civil Circle, Pune

ZONE : **Maharashtra**

DIVISION: **BSNL Civil Division No. II, Pune**

SUB-DIVISION: BSNL Civil Sub

Division- , Shivajinagar, Pune

Item Rate Tender & Contract for Works

Tender for the work of : -

Replacement of Mirrors in toilets and Chajja protection to mumty door of Janwadi Inspection Quarters at Pune.

- (i) To be submitted by 15:00 hours on **04.10.2012** to *Sub Divisional Engineer, BSNL Civil Sub Division, Shivajinagar, Pune.*
- (ii) To be opened in presence of tenderer who may be present at **15-30 hours** On **04.10.2012** in the office of *Sub Divisional Engineer, BSNL Civil Sub Division, Shivajinagar, Pune.*

Issued to: _____
(Contractor)

Signature of officer issuing the documents _____

Designation _____

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

PROFORMA OF SCHEDULES

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

SCHEDULE “A”

Schedule of Quantities (as per BSNL -3)

SCHEDULE “B”

Schedule of Materials to be issued to the contractor

S. No.	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
NIL				

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
NIL			

SCHEDULE “D”

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

SCHEDULE “E”

Schedule of component of Materials, Labour etc. for escalation.

CLAUSE 10

Component of Materials
expressed as percent of Total
Value of Work

75 %

“X”

Component of Labour expressed
as percent of Total Value of Work

25 %

NOT APPLICABLE

”

“Y

Component of POL expressed as
percent of Total Value of Work

0 %

“Z”

SCHEDULE “F”

Reference to General Conditions of Contract

Name of Work:- **Replacement of Mirrors in toilets and Chajja protection to mummy door of Janwadi Inspection Quarters at Pune.**

Estimated cost of Work **Rs. 16198.00**

Earnest Money **Rs. 324.00**

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. 6 Lakhs) Rs. _____ (Rupees _____ only)

Security Deposit
(10 % of the tendered value for works with estimated cost put to tender up to Rs. 6Lakhs) (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. 6 Lakhs) **however maximum security deposit shall not exceed Rs 500,000/-** Rs. _____ (Rupees _____ only)

GENERAL RULES AND DIRECTIONS

Officer inviting tender **Sub Divisional Engineer, BSNL, Civil Sub Division, Shivajinagar, Pune-16** .

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 **Sub Divisional Engineer(c), BSNL Civil Sub Division, Shivajinagar , Pune-05** .
- 2(viii) Accepting Authority **Sub Divisional Engineer(c), BSNL Civil Sub Division, Shivajinagar, Pune-05**
- 2(x) Percentage on cost of materials and labour to cover all overheads and profit **10 %**

2(xi)	Standard Schedule of Rates	CPWD Schedule of Rates 2012 for Delhi
9(ii)	Standard BSNL Contract Form	BSNL W - 8 form as modified and corrected upto date
Clause 2		
	Authority for fixing SE(C) BSNL Civil Circle Pune compensation under Clause 2	
Clause 2 A		
	Whether Clause 2 A shall be applicable	NOT APPLICABLE
Clause 5		
i)	Time allowed for execution of work.	
ii)	Authority to give fair and reasonable extension of time for completion of work.	<i>Executive Engineer, BSNL Civil Division No. II , Pune</i>
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.	<i>See special condition No.13.1 (Minimum Work done for qualifying RA Bill Should be Rs. 2,00,000/-)</i>
Clause 11		
	Specification to be followed for execution of work.	<i>CPWD Specifications 1996, (vol I to VI) with up to date correction slips</i>
Clause 12		
12.1.2(iii)	Schedule of rates for determining the rates for additional, altered or substituted items that cannot be determined under 12.1.2(i) and (ii).	<i>CPWD Schedule of Rates 2007 for Delhi</i>
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 item of any individual trade beyond which sub clauses (i) to (v) shall not apply and clauses 12.2.& 12.3 shall apply	50%
Clause 16		
	Competent authority for deciding reduced rates.	<i>SE, BSNL Civil Circle , Pune</i>
Clause 25		
	Competent authority for conciliation	<i>SE, BSNL Civil Circle, Kolhapur</i>

Clause 36(i)

- a) Minimum qualification and experience of Principal Technical Representative for civil works with estimated cost put to tender.
- i) Above Rs. 5 lakhs but less than Rs. 10 lakhs. Recognized Diploma Holder in Civil Engineering
- ii) Rs. 10 lakhs and above but upto Rs. 60 lakhs. Graduate Civil Engineer or retired AE (Civil) possessing at least recognized Diploma in Civil Engineering
- iii) Rs. 60 lakhs and above. Principal Technical Representative supported by requisite organization.
The Principal Technical Representative shall be at least a Graduate Civil Engineer with 5 years of minimum experience of works or retired Sub Divisional Engineer (Civil) possessing at least recognized Diploma in Civil Engineering
- b) 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.
Rs. 2000 per month for Diploma Holder.

Clause 42

- i) (a) Schedule / statement for determining theoretical quantities of cement on the basis of Delhi Schedule of Rates 2005 printed by CPWD.
- ii) Variation permissible on theoretical quantities
- a) Cement for works with estimated costs put to tender
- i) not more than Rs. 5 lakhs 3 % minus
- ii) more than 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	Star Price (Rate in Figures and Words)
1	For Cement	Rs. 4500/ MT
2(a)	For Mild steel	Rs. 32000/MT
2(b)	For Reinforcement Steel conforming to BIS 1786 (Fe 415 Grade)	Rs. 32000/MT
2(c)	For Reinforcement Steel TMT bars conforming to	Rs. 32000/MT

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)

Guarantee - Bond

This agreement made on _____ Day of _____ etween _____, Contractor (Address) _____. Herein after called the guarantor on the one part and the Chairman BSNL Civil Division II, Pune-16. (hereinafter called the BSNL on the other part).

WHEREAS THIS AGREEMENT IN SUPPLEMENTARY to a contract (hereinafter called the contract) Agreement No...../EE (C)/BSNL-(P-II)/.....dated and made between the Guarantor on one part and the BSNL on the other part, where the contractor inter alia, undertook to tender the buildings and structure in the said contract rectified completely water and leak proof.

AND WHEREAS THE GUARANTOR Agreed to give a guarantee to the effect that the said structure (Basement, roof , Sunken floor) will remain water and leak proof and minimum life of such water proofing treatment shall be TEN YEARS in case of cement based water proofing treatment and Five years in case of Tarfelt water proofing treatment for roof and sunken floors to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage cause by earthquake or structural defects or misuse of roof or alternation and for such purpose: -

(A) Misuse of roof shall mean and any operation which will damage water proofing treatment like chopping of fire wood and things of the same nature which might cause damage to the roof.

(B) Alternation shall mean construction of an additional story on one part of the roof or construction adjoining to the existing roof whereby water proofing treatment is removed in parts.

(C) The decision of the Engineer, in charge with regard to cause of leakage shall be final.

During this period of guarantee of guarantor shall make good all defects and in case of any defects being found render the building water roof to the satisfaction of the Engineer, in charge at his cost and shall commence the work for such rectification within 7 days from the date of issue of the notice from the Engineer, in charge calling upon him to rectify the defects failing which the work shall be got done by the department by some other contractor at the "GUARANTOR'S" cost and risks. The decision of 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, 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 cost incurred by the Government on the decision of the Engineer, in charge will be final and binding on the parties.

In witness where of these presents have been executed by obligor _____, Contractor _____ and by the Sub Divisional Engineer(C), BSNL Civil Sub Division-II/I, Model Colony, Pune-16 _____ for and on behalf of the BSNL Civil Division-II Pune-16 on the day month and year first above written.

SIGNED, SEALED AND DELIVERED BY OBLIGOR IN THE PRESENCE OF

- 1.
- 2.

SIGNED FOR AND ON BEHALF OF THE CHAIRMAN BSNL BY IN THE PRESENCE OF:-

**Sub Divisional Engineer(C)
BSNL Civil Sub Division ,
Shivajinagar, Pune – 411 005**

Additional Condition for service tax / EPF

The contractor shall invariably furnish service tax & **EPF** registration certificate at the time of entering 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 favor of BSNL against any service tax & EPF liability. Failure to comply the condition stated above, full EMD will be forfeited in favor of BSNL & no claim what so ever be entertained on this account.

The contractor shall also furnish proof of identity like 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 except service tax, which shall be paid separately.

The invoice raised by the contractor shall indicate service tax as a separate component of the gross bill raised.

Payment will be made for the gross bill raised excluding of service tax first and payment of service tax component shall be made when a separate challan evidencing the payment of service tax component is produced for verification. Further the attested Xerox of the same along with the declaration that the payment of service tax indicated in the challan relates to the work under this agreement shall be submitted.

The contractor shall be solely responsible for timely payment of service tax to the service tax authority and B.S.N.L. shall have no liability of any penalty/interest for late submission etc. of such taxes.

Signature:.....

Name

Postal Address

.....

.....

Telephone & Mobile No.....

Sub Divisional Engineer,

IN CASE OF ANY COMPLAINTS PLEASE CONTACT

- 1) The Chief General Manager, Telecom, MH Circle, “A “ Wing, 6th floor , Vigilance section, BSNL Administrative Bldg, Juhu road, Santacruz(w), Mumbai-400054, Ph-022-26616999, Fax-26616777.**
- 2)The Principal General Manager, BSNL, Pune, Sanchar Bhavan, Shahu College road, Pune-411009, Ph-020-24470101, Fax-24453646.**
- 3) The Dy. General Manager(Vigilance), Telecom, MH Circle, “A “ Wing, 6th floor , Vigilance section, BSNL Administrative Bldg, Juhu road, Santacruz(w), Mumbai-400054, Ph-022-26616715, Fax-26616774.**
- 4)The Divisional Engineer (Vigilance) , BSNL, Vigilance officer, Telephone Bhavan, Bajirao road, Pune-411002, Ph-020-24451044, Fax-24457000.**

SCHEDULE OF QUANTITY

Name of Work: Replacement of Mirrors in toilets and Chajja protection to mumty door of Janwadi Inspection Quarters at Pune.

S.N.	Description of Item	Quantity	Rate	Unit	Amount
1	Providing and fixing 12 mm thick plywood BWP phenol formaldehydec bound exterior grade of approved quality and make including cutting to required size and shape and fixing with necessary nail/screws/adhesives etc. all complete (to form a mirror)as directed by Engineer-in-Charge	2.20 Sqm		One Sqm	
2	Providing and fixing 6 mm thick plain asbestos cement sheet of approved quality and make including cutting to required size and shape and fixing with necessary nail/screws/adhesives etc. all complete (to form a mirror)as directed by Engineer-in-Charge	3.10 Sqm		One Sqm	
3	Providing and fixing mirror glass 5 mm thick of approved quality and make including cutting to required size and shape and fixing with necessary nail/screws/adhesives etc. all complete (to form a mirror) of required size and shape as directed by Engineer-in-Charge	2.20 Sqm		One Job	
4	Providing and fixing in position second class indian teak wood plain beading of approved quality in required lengths including fixing with synthetic adhesive and nails etc complete as directed by Engineer-in-Charge. a)25x12mm plain teakwood beading	34.00 Rmt		One Sqm	
5	Providing and fixing in position second class indian teak wood decorative beading of approved quality, shape in required lengths including fixing with synthetic adhesive and nails etc complete as directed by Engineer-in-Charge. a)19x10mm decorative teakwood beading	34.00 Rmt		One Cum	
6	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: a) Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	6.00 Sqm		One Cum	
7	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete:	20.00 Kgs		One Kgs	

CONTRACTOR

**Sub-Divisional Engineer
BSNL Civil Sub-Division
Shivajinagar, Pune-05**