



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

Name of the work:	Construction of R.C.C. foundation for 40-M High Ground Based Tower (NBLW) at Kale, Tal : Panhala, Dist : Kolhapur.
NIT No:	02/BSNL/EEC(K)/2024-25
Name of the Contractor:	
Last date and time of submission of bid:	Date 23.04.2024 up to 18:00 Hrs.
Last date of submission of physical documents such as EMD, cost of bid document and other documents	Date 26.04.2024 up to 15:00 Hrs.
Time & date of opening of physical documents	Date 26.04.2024 at 15:30 Hrs.
Time & date of opening of bid:	Date 27.04.2024 at 1100 Hrs.
Cost of bid document:	Rs590.00 (Rs Five Hundred Ninety Only) including 9% CGST and 9% SGST Non- refundable
EMD	Rs. 17,710.00 (Rupees Seventeen Thousand Seven Hundred and Ten Only)
Estimated Cost put to tender	Rs. 8,85,089.00 (Rupees Eight Lakh Eighty Five Thousand Eighty Nine Only)

Certified that this tender document contains 42 Pages.

Sd/-
Executive Engineer (C)
BSNL CIVIL DIVISION
Kolhapur

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GENERAL INSTRUCTIONS TO TENDERERS

1. The cost of Bid document (Non-refundable, amount mentioned in BSNL W-6 of tender document) will have to be deposited by the tenderer in the form of Bank draft/ Pay order or Banker's cheque of a scheduled bank issued in favour of **Accounts Officer (Cash), BSNL, Kolhapur and payable at Kolhapur** in the manner prescribed in BSNL W-6. This should be submitted as a separate demand draft. A single demand draft for the cost of bid document and Earnest money deposit will not be accepted. Tender not accompanied with the demand draft towards the cost of bid document will be summarily rejected.
2. **The Earnest money deposit is required for the work as stipulated, and in the manner as prescribed in the BSNL W -6 of the Tender document is also to be submitted separately, failing which the tender will be summarily rejected .**
3. **If successful contractor backs out or withdraws his tender within the validity period of tender or fails to commence the work within stipulated time, it shall be treated as breach of condition. Fifty percent (50 %) of EMD shall be forfeited if the contractor withdraws before the validity period of tender & 100% EMD shall be forfeited if fails to commence the work within stipulated time. Further, the Contractor/Bidder will not be allowed to participate in case of retendering for the work.**
4. Master copy of the tender document is available in the **O/o Executive Engineer, BSNL Civil Division Kolhapur** . After award of work, agreement will be prepared based on the master copy of tender document stated above. **In case any discrepancy between tender document and master copy, later shall prevail and will be binding on the tenderer(s). No claim on this account will be entertained.**
5. In case of any doubt in the tender, the same should be got clarified from the concerned Executive Engineer before submitting the tender.
6. The tender will not be opened in case cost of tender document is not submitted and / or EMD is not submitted and/or the tenderer is not eligible based on the credentials submitted by the tenderer. In any case, cost of tender document will not be refunded.
7. Originals of all the credentials shall be produced by the tenderer as and when asked by the concerned Executive Engineer. In case of failure to produce the originals, the tender will not be considered and EMD will be forfeited.

DECLARATIONS TO BE GIVEN BY THE TENDERERS

It is to certify that

a) I /we have gone through BSNL W-8 amended up to correction Slip No. 6 as available on website www.maharashtra.bsnl.co.in or <https://etenders.gov.in> or in the office of Executive Engineer(C),BSNL Civil Division, Kolhapur and I / We agree with the terms and conditions of it and understood that it will form part of the agreement.

Date: -

Signature of the Tenderer

b) "I,..... S/o Shri resident of hereby certify that none of my relative (s) as defined in para 14 of BSNL W-6 is/are employed in BSNL Maharashtra 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".

NOTE: - (To be certified by all the partners in case of partnership firms, by all the directors in case of companies).

Date: -

Signature of the Tenderer

1. Other partners
2. Sri _____ s/o Sri _____ signature:
3. Sri _____ s/o Sri _____ signature:
4. Sri _____ s/o Sri _____ signature:

c) I /we hereby certify that the individual/ sole proprietorship firm/ partnership firm/ Company is not black listed by the GST authorities for poor compliance or for any other reason whatsoever.

Date: -

Signature of the Tenderer

d) If I/we do not submit the physical documents/ Technical bid consequently three times after submission of online bids it shall be treated as breach of condition and action shall be taken to withdraw my/ our enlistment, debar me/ us from tendering in BSNL for six months.

Date: -

Signature of the Tenderer

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING

1.0 The Executive Engineer(Civil), Bharat Sanchar Nigam Limited, Civil Division , Kolhapur- invites for and on behalf of Bharat Sanchar Nigam Limited percentage rate e-tenders, on single bid system, for the following work from approved and eligible contractors of BSNL, DOT, DOP, CPWD, MES and Railways and specialised agency for steel tower erection. Approved and eligible contractors of Maharashtra state PWD and its other allied departments are also eligible provided their registration makes them eligible to tender in the Maharashtra state PWD for building and road works. **In case of eligible non-BSNL contractors registered with any of the above said public works organisations, only those are eligible who have been authorized to tender in the state of Maharashtra by their enlisting authority.** The Central Government/ State Government undertakings shall also be eligible for tendering.

The enlistment of the contractors should be valid on the last date of submission of bids.

In case the last date of submission of bids is extended, the enlistment of the contractors should be valid on the original last date of submission of bids:-

Sr. No.	NIT No.	Name of Work	Estimated cost put to Tender	EMD	Time Allowed for completion	Last date & time of submission of bid	Last date of submission of physical documents such as EMD, cost of bid document and other documents	Time & date of opening of physical documents	Time & date of opening of bid
01	02/ BSNL/EEC(K)/2024-25	Construction of R.C.C. foundation for 40-M High Ground Based Tower (NBLW) at Kale , Tal : Panhala, Dist : Kolhapur.	Rs. 8,85,089.00 (Rupees Eight Lakh Eighty Five Thousand Eighty Nine Only)	Rs. 17,710.00 (Rupees Seventeen Thousand Seven Hundred and Ten Only)	2 (Two) Months	23.04.2024 up to 18:00 Hrs.	26.04.2024 up to 15:00 Hrs.	26.04.2024 at 15:30 Hrs.	27.04.2024 at 1100 Hrs.

Note: All intending bidders are mandatorily required to have GST registration and registration with the EPFO& ESIC. The Contractors shall also submit attested copy of valid registration certificate with GST, EPF& ESIC authorities, while applying for participation in the tender. Contractors without valid GST, EPF & ESIC registration or those black listed by GST authorities are not eligible to submit bids.

1.1 The intending bidders must read the terms and conditions of the BSNL W-6 carefully which can be accessed from the website www.maharashtra.bsnl.co.in/tenders. He should submit his bid only if he considers himself eligible and if he is in possession of all the required documents.

1.2 Information and instructions for Contractors shall form part of the bid document.

1.3 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/tenders or www.etender.gov.in or may be seen in the office of the Executive Engineer(Civil), BSNL Civil Division, Kolhapur between 1100 hours & 1600 hours from date 15.04.2024 to date 23.04.2024 every day except on Sundays and Public Holidays.

1.4 For e-tendering of this tender BSNL has engaged e-portal maintained by M/s NIC @ website www.etenders.gov.in. The bidders intending to participate in the tendering process shall have to register with them. For any further query regarding uploading/ downloading, **Helpdesk of NIC may be contacted.**

1.5 But the bid documents can only be submitted online after uploading **scanned documents** such as proof of their valid enlistment with the appropriate authority, proof of their valid GST registration, proof of their valid EPF registration, Demand Draft/ Pay Order or Banker's cheque of a scheduled bank towards cost of bid document drawn in favour **Accounts Officer (Cash), BSNL, Kolhapur and payable at Kolhapur only**, the required work experience in case not registered with BSNL, self-declarations specified on page 4 of this NIT and other documents as specified. **Proof of required work experience and valid enlistment shall be in accordance to the provisions of the Clauses 1.2.1, 1.2.1.1, 1.2.1.2 & 1.2.1.2.1 to 1.2.1.2.3 of BSNL W-6.**

1.6 Those contractors not registered on the website mentioned above, are required to get themselves registered beforehand. If needed they can be imparted training on online bidding process.

1.7 The intending bidders must have **Class-III or specified grade** digital signature to submit the bid online.

1.8 On opening date the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

1.9 **Bidding process is only through e-tendering platform. Therefore, physical copy of the tender document would not be available for sale.** Contractor can upload documents in the form of JPG or pdf format or in any other format as admissible by the e-tendering platform.

2.0 Contractor must ensure to quote percentage (above or below) against estimated cost in BOQ .

2.1 List of documents to be scanned and uploaded within the period of bid submission:

- i. Valid enlistment with the appropriate authority.
- ii. Valid GST registration.
- iii. Valid EPF registration & ESI registration.
- iv. Earnest Money Deposit – In the form of DEMAND DRAFT /PAY ORDER /BANKER CHEQUE / FDR in original.
- v. Demand Draft/ Pay Order or Banker's cheque of a scheduled bank towards cost of bid document.
- vi. Certificates of work experience. **The experience certificate shall clearly indicate satisfactory completion of the similar work along with value of work done and date of completion and shall be issued by authorized signatory/authority not below the rank of Executive Engineer and shall be either in original or attested. (Applicable for the Contractors not enlisted with BSNL)**
- vii. Self-declarations specified on page 4 of the NIT.
- viii. PAN card of the bidder.

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
**O/o Executive Engineer (Civil), BSNL Civil Division,
Kolhapur**
NOTICE INVITING TENDER

NIT No: 02/ BSNL/EEC(K)/2024-25

Dated:- 15.04.2024

The Executive Engineer(Civil), Bharat Sanchar Nigam Limited, Civil Division, [Kolhapur](#) invites for and on behalf of Bharat Sanchar Nigam Limited **percentage rate** e-tenders, on single bid system, for the following work from approved and eligible contractors of BSNL, DOT, DOP, CPWD, MES and Railways and specialised agency for .Approved and eligible contractors of Maharashtra state PWD and its other allied departments are also eligible provided their registration makes them eligible to tender in the Maharashtra state PWD for building and road works. **In case of eligible non-BSNL contractors registered with any of the above said public works organisations, only those are eligible who have been authorized to tender in the state of Maharashtra by their enlisting authority.** The Central Government/ State Government undertakings shall also be eligible for tendering.

The enlistment of the contractors should be valid on the last date of submission of bids.

In case the last date of submission of bids is extended, the enlistment of the contractors should be valid on the original last date of submission of bids:-

Note: All intending bidders are mandatorily required to have GST registration and registration with the EPFO. The Contractors shall also submit attested copy of valid registration certificate with GST and EPF authorities, while applying for participation in the tender. Contractors without valid GST and EPF registration or those black listed by GST authorities are not eligible to submit bids.

Rules of enlistment of Contractor in BSNL 2016 are applicable.

1.1The work is estimated to Cost **Rs. 8,85,089.00 (Rupees Eight Lakh Eighty Five Thousand Eighty Nine Only)**. This estimate, however, is merely a rough guide.

1.2 Submission of eligibility documents: Tenderers can submit online bid after uploading **scanned documents** such as proof of their valid enlistment with the appropriate authority, proof of their valid GST registration, proof of their valid EPF registration, Demand Draft/ Pay Order or Banker's cheque of a scheduled bank towards cost of bid document drawn in favour **Accounts Officer (Cash), BSNL, Kolhapur and payable at Kolhapur** the required work experience in case not registered with BSNL, self-declarations specified on page 4 of this NIT and other documents as specified. **Proof for required work experience and valid enlistment shall be in accordance to the provisions of Clauses 1.2.1, 1.2.1.1, 1.2.1.2 & 1.2.1.2.1 to 1.2.1.2.3.**

However, original separate instruments of EMD& Cost of bid documents, original self- declarations specified on page 4 of the NIT, attested copies of valid enlistment orders, attested copy of valid GST registration, attested copy of valid EPF& ESI registration, attested copies of certificates of work experience, attested PAN card and other documents, as specified, shall be placed in a wax/ adhesive tape sealed envelope superscripted as "Cost of bid document and Eligibility credentials". The envelope shall be superscripted with following data on it:

- (i) Name of work.
- (ii) Name of the Tenderer.
- (iii) Due date of opening of the bid.

e-Tenders will be opened in respect of eligible contractors provided they submit documents/ instruments listed in Para 2.1 of "Information and instructions for Contractors for e-tendering".

The above stated envelop shall be submitted in the office of the Executive Engineer after the last date and time of submission of the bid upto 15:00 hrs.on26.04.2024. The documents so submitted shall be opened on the same day at 15:30 hrs.

1.2.1 Criteria of eligibility for submission of tender documents for non-BSNL registered contractors of Public works organizations like CPWD, State PWD, DOT, DOP, MES , Railways is:-

1.2.1.1 For works uptoRs. 7 Lakhs - Nil

1.2.1.2 For works above Rs. 7 lakhs and upto Rs. 5 Crore and all specialized works irrespective of its cost, the applicant should have successfully completed similar works as per details below during the last seven years ending last day of the month previous to one in which the tenders are invited:-

a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost put to tender.

Or

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

Or

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

1.2.1.2.1 For the purpose of this clause '**similar works**' means Construction of tower foundation and erection of steel tower, supply and erection steel tower or erection of steel tower, in BSNL or any Central /state PSU . The Experience certificate shall be signed not below the rank of AGM/EE of that organisation.

Note: The rounding off of the percentage of the estimated cost of work in respect of work experience will be considered to the next multiple of rupees one thousand only.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last date of submission of tenders.

1.2.1.2.2The experience certificate shall clearly indicate satisfactory completion of the similar work along with value of work done and date of completion and shall be issued by authorized signatory/authority not below the rank of executive engineer and shall be in original or attested.

1.2.1.2.3 Non-BSNL registered contractors registered with CPWD/ State PWD/ DOT/ DOP/ MES & Railways shall submit original/attested copy of valid enlistment of appropriate category.They shall be eligible to submit tender only if they are authorized by their enlisting authority to tender in the state of Maharashtra.

1.2.2 Criteria for specialized works irrespective of its cost, (For BSNL enlisted Contractors or otherwise) the applicants 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 tenders are invited.

a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost put to tender.

Or

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

Or

c) One similar completed work costing not less than the amount equal to80% of the estimated cost put to tender.

2.0 Agreement shall be drawn with the successful tenderer on the prescribed Form No. BSNL W-8 with GCC 2006 with upto date correction slips, which are available as a BSNL Publication on BSNL Web site [www.maharashtra.bsnl.co.in/ tenders](http://www.maharashtra.bsnl.co.in/tenders). Tenderer shall quote his rates as per various terms and conditions of the said forms, which will form part of the agreement.

2.0 The time allowed for carrying out the works will be **2 (Two) Months** from the 7 th day after the date of issue of letter of award of work or from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.

4.0 The site for the work shall be made available in parts/ in phases and accordingly job order shall be issued. The exact places/ locations of tower sites can be changed within the same district or the site(s) may be allotted in the other districts. However the final site of tower will be intimated at the time of issue of job order. In case it is not possible to execute the work at a particular site due to public problem/unavoidable circumstances etc., after award/commencement of work, BSNL may provide an alternate site in the same district or the site in the other districts to the contractor and the contractor has to execute the work at the new place as per the terms and conditions and nothing extra shall be admissible. The first site for the work shall be made available after award of Job order. In case all the sites are not available during the agreement period, the agreement will be closed and the contractor shall not claim any damages for the foreclosure on any ground whatever such as compensation for idle labour or idle tools and plants, loss of profit, storage charge, opportunity cost, interest on investment etc.

5.0 Bid 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/ tenders](http://www.maharashtra.bsnl.co.in/tenders) or may be seen in the office of the **Executive Engineer (Civil), BSNL Civil Division, Kolhapur** between **1100 hours & 1600 hours** from date **15.04.2024** to date **23.04.2024** every day except on Sundays and Public Holidays.

6.0 After submission of the bid the Contractor can re-submit revised bid any number of times but before last time and date of submission notified. While submitting the revised bid the Contractor can revise the quoted rate of one or more items any number of times (he need not re-enter rate of all items) but before last date and time of submission notified.

7.0 (i) Cost of bid document:Rs590.00 (Rs Five Hundred Ninety Only) only (including 9 % CGST and 9 % SGST) as cost of bid document (Non- refundable) in the form of Demand Draft/ Pay Order or Banker's cheque of a scheduled bank drawn in favour **Accounts Officer (Cash), BSNL, Kolhapur and payable at Kolhapur only.**

(ii) Earnest Money of Rs.17,710.00 (Rupees Seventeen Thousand Seven Hundred and Ten Only) - Earnest Money) in the form of Demand Draft/ Pay Order or Banker's cheque of a scheduled bank drawn in favour **Accounts Officer (CASH), BSNL and payable atKolhapur only** or Fixed Deposit receipt, pledged in the name of **Accounts Officer (CASH), BSNL and payable atKolhapur only**

e-tender processing fee: If any, as applicable, shall be payable to the e platform vendor through their e-gateway through prescribed digital payment modes.

8.0 Online bid documents submitted by the intending bidders shall be opened in respect of only those bidders who have deposited e-tender processing fee, if any, cost of bid document and other eligibility documents, scanned and uploaded on website and submitted in physical form in the office of Executive Engineer (Civil), BSNL Civil Division, **Kolhapur**are found in order. The online bids of the eligible bidders shall be opened at **11:00** hours on **27.04.2024**

9.0 The bid submitted shall become invalid and cost of bid & e-tender processing fee shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents as stipulated in the bid document.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of the tender opening authority.

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 as per extant rules.

10.0 The description of the work is as follows: -

Construction of R.C.C. foundation for 40-M High Ground Based Tower (NBLW) at Kale, Tal :Panhala, Dist : Kolhapur. Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the Executive Engineer (Civil), BSNL Civil Division, Kolhapur

12.0 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining, at his own cost, all materials tools and plants, water, electricity, access facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.

13.0 The competent authority on behalf of Bharat Sanchar Nigam Limited does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

14.0 Canvassing whether directly or indirectly, in connection with tenders, is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing, will be liable to rejection.

15.0 The competent authority on behalf of the Bharat Sanchar Nigam Limited reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

16.0 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative(s) for this purpose is/are defined as:

- (i) Member of Hindu Undivided family (HUF).
- (ii) They are Husband and Wife.
- (iii) The one is related to other in the manner as father, mother, son(s) and Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

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

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

"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 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.

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

18.0 The tender for the work shall remain open for acceptance for a period of **60 (Sixty) 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. Further the bidder shall not be allowed to participate in the re-bidding process of the work.**

19.0 In case of works having estimated cost put to tender below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the 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, BSNL shall **be at liberty to forfeit the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the rebidding process of the work.**

In case of works having estimated cost put to tender of Rs. 15,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish irrevocable Performance Guarantee of 3% of the tendered amount, in the form of fixed deposit receipts or irrevocable Bank Guarantee, of requisite amount, of any scheduled bank or the state bank of India, to the Engineer-in-charge in the 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, BSNL shall **be at liberty to forfeit the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the rebidding process of the work.**

20.0 This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of successful tenderer/ contractor. After submission of performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/ Contractor shall, within 30 days from such date, formally sign the agreement consisting of:

a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard BSNL W-7/8 as on website www.civil.bsnl.co.in in tender notice section of www.maharashtra.bsnl.co.in

c) Agreement signed on non-judicial stamp paper as per Proforma annexed to the tender document.

21.0 Payment to the contractors shall be made through e-payment System like ECS & EFT only.

22.0 First running account bill shall be paid only after:

a) Signing of the Agreement/ Contract by both the parties and.

b) Progress chart has been prepared as required under clause 5 and approved by the competent authority.

23.0 If a contractor does not submit the physical bid documents/ Technical bid consecutively three times, after submission of online bids, action shall be taken to withdraw his/ their enlistment debar him/ them from tendering in BSNL for a period of Six months.

24.0 General conditions and contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website www.maharashtra.bsnl.co.in as well as in the Divisional/ Sub Divisional office.

25.0 The Goods and service tax, hereinafter referred to as GST, has been implemented by the Government of India with effect from 1st July 2017. Therefore, "**PARTICULAR SPECIFICATIONS AND SPECIAL CONDITIONS FOR COMPLYING WITH THE GST LAW WHICH HAS COME INTO FORCE WITH EFFECT FROM 01/07/2017**" forming part of the tender document shall apply with respect to GST related issues. These provisions will override the service tax provisions wherever mentioned in the NIT or GCC or the agreement.

26.0 For redressal of any complaints following officers may be contacted:

1. CGMT, Maharashtra Circle.

The Chief General Manager Telecom, Maharashtra Circle, Administrative building, A-wing, 2nd Floor, Juhu Danda Road, Santacruz (W), Mumbai-400054. Tel: 022-26616999, Fax: 022-26616777.

2. GM (Vigilance), Maharashtra Circle.

The GM(Vigilance) O/o The Chief General Manager Telecom, Maharashtra Circle, Administrative building, A-wing, 2nd Floor, Juhu Danda Road, Santacruz (W), Mumbai-400054. Tel: 022-26616715, Fax: 022-26615774.

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

27.0 If any terms and conditions under General Rules and Directions are in contravention to the terms and conditions as above, the terms and conditions as above shall prevail.

Executive Engineer (Civil)
BSNL Civil Division, Kolhapur.
For and on behalf of Bharat Sanchar Nigam Limited

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

STATE	Maharashtra	CIRCLE	BSNL Civil Circle, Mumbai.
ZONE	BSNL Maharashtra Civil zone	DIVISION	BSNL Civil Division, Kolhapur.
		Sub Division	BSNL Civil Sub Division, Kolhapur.

Percentage Rate Tender and Contract for Works

Name of work: [Construction of R.C.C. foundation for 40-M High Ground Based Tower \(NBLW\) at Kale , Tal : Panhala, Dist : Kolhapur.](#)

(i) Bid along with the scanned copies of eligibility documents/ cost of bid document/ EMD/ self-declarations etc. is to be submitted online by **18:00 hours** on dt. **23.04.2024**. Original instruments of EMD & Cost of bid documents, original self- declarations specified on page 4 of the NIT, attested copies of eligibility credentials are to be submitted in wax/ adhesive tape sealed envelope in the office of the Executive Engineer, BSNL Civil Division, Kolhapur by **15:00 hours** on **26.04.2024**. Copies of bid documents shall be opened at **15:30 hours** on dt **26.04.2024**

(ii) Bids of the eligible tenderers to be opened in the presence of tenderers who may be present at **11:00 hours** on dt **27.04.2024** in the office of Executive Engineer, BSNL Civil Division, Kolhapur.

TENDER

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

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

I/We agree to keep the tender open for **60 (Sixty) days** from the due date of [opening of tender](#) thereof and not to make any modifications in its terms and conditions. If I/We withdraw my/ our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to BSNL shall without prejudice to right of remedy, be at **liberty to forfeit 50% of the said earnest money as aforesaid . Further the bidder shall not be allowed to participate in the rebidding process of the work.**

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 of BSNL **to forfeit the said earnest money as aforesaid . Further I/We agree that we shall not be allowed to participate in the rebidding process of the work.**

I / We agree that, in case of works having estimated cost put to tender exceeding Rs.15,00,000/-, to deposit an amount equal to 5 % of Tendered amount of the work as irrevocable performance guarantee in the form of irrevocable Bank Guarantee of any Scheduled Bank of India or the state bank of India in accordance with the proforma prescribed or in the form of Fixed Deposit Receipt of any scheduled bank or the state bank of India 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, BSNL shall be at liberty **to forfeit the said earnest money as aforesaid and tender cancelled. Further I/We agree that we shall not be allowed to participate in the rebidding process of the work.**

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, BSNL will forfeit the said earnest money as aforesaid.

"I/We agree that this contract is subject to jurisdiction of court at **Kolhapur** only." (Where the NIT/ Tender has been issued)

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

Dated.....

Witness: (_____)

Signature of Contractor:

Address:

Occupation:

Postal Address:

ACCEPTANCE

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.

Signature _____

Dated _____

Name & Designation _____

DECLARATION

(To be submitted by the contractor regarding near relatives working in BSNL as per clause 17 of BSNL W-6)

“I S/o Shri Resident of----- hereby certify that none of my near relative (s) as defined in clause 17 of BSNL W-6 is/are employed in concerned BSNL Civil Wing.

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.”

Signature of Contractor

UNDERTAKING

(To be submitted by the contractor as per clause 21 of BSNL W-6)

I **S/o Shri**

Resident of hereby submit

the undertaking that “If I / We do not submit the physical bid documents / Technical Bid consecutively three times after submission of online bids, it shall be treated as breach of condition and action shall be taken to withdraw my/our enlistment / debar me/us from tendering in BSNL for six months”.

Signature of Contractor

PROFORMA OF SCHEDULES				
SCHEDULE "A"				
"Schedule of Quantities (as per PWD-3)" - Enclosed				
SCHEDULE "B"				
Schedule of Materials to be issued to the contractor				
S. No	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
Nil				
Note: The rates at which the material shall be issued to the contractor are inclusive of 5% as storage charges.				
SCHEDULE "C"				
Tools and Plants to be hired to the contractor				
S. No.	Description of Item	Hire charges per day	Place of issue	
1	2	3	4	
DELETED				
SCHEDULE "D"				
"Extra schedule for specific requirement/ documents for the work. If any" - "Additional conditions" attached as Schedule – D (Part A), "Additional specifications" attached as Schedule- D (Part C), "Additional & Particular Specifications" attached as Schedule-D (Part D), and "Particular Specifications and special conditions for complying with the GST law which has come into force with effect from 01/07/2017".				
SCHEDULE "E"				
Schedule of component of Materials, Labour etc for escalation				
CLAUSE 10 C				
Component of Materials expressed as percent of Total Value of Work		"X"	75 %	
Component of Labour expressed as percent of Total Value of Work		"Y"	25 %	
Component of POL expressed as percent of Total value of Work		"Z"	0%	
SCHEDULE "F"				
Reference to General Conditions of Contract				
Name of Work	Construction of R.C.C. foundation for 40-M High Ground Based Tower (NBLW) at Kale , Tal : Panhala, Dist : Kolhapur.			
Estimated cost put to tender of Work	Rs. 8,85,089.00 (Rupees Eight Lakh Eighty Five Thousand Eighty Nine Only)			
Earnest Money (As Para 6 of BSNL W-6)	Rs. 17,710.00 (Rupees Seventeen Thousand Seven Hundred and Ten Only)			
Performance Guarantee (5 % of the tendered value in the form of Bank Guarantee or FDR of any Schedule Bank in respect of works with Estimated cost put to tender exceeding Rs. 15 Lakhs)	Rs. Nil./- (Rupees...) only			
Security Deposit (10% of the tendered value for works with Estimated Cost put to tender up to Rs. 15 Lakhs) (5% of the tendered value in respect of works with Estimated	Rs. *****/.- (Rupees...*****) only			

cost put to tender exceeding Rs. 15 Lakhs)		
GENERAL RULES AND DIRECTIONS		
Officers 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%
Definitions.		See below
2(v)	Engineer-in charge	Executive Engineer, BSNL Civil Division, Kolhapur
2(viii)	Accepting Authority	Superintending/Joint Chief Engineer/Additional Chief Engineer, BSNL Civil circle Mumbai as the case may be
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- 2021 published by CPWD with upto date correction slips enhanced by Cost Index @18%
9(ii)	Standard BSNL Contract Form	BSNL W-8 form as modified and corrected up-to-date vide correction slip no.upto6.
Clause 2		
Authority for fixing compensation under Clause 2		Superintending/Joint Chief Engineer/Additional Chief Engineer, BSNL Civil circle Mumbai as the case may be
Clause 2A		
Whether Clause 2A shall be applicable		No. Clause 2A of GCC stands deleted.
Clause 3A		
Whether Clause 3A shall be applicable		Yes.
Clause 5		
i)	Time allowed for execution of work.	02 (Two) Months
ii)	Authority to give fair and reasonable extension of time for completion of work.	Superintending/Joint Chief Engineer/ Additional Chief Engineer, BSNL Civil circle Mumbai as the case may be
Clause 6A		
Whether Clause 6A shall be applicable		Yes. Applicable
Clause 7		
Gross value of work to be done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible for interim payment.		Rs 4,00,000/- (Rupees Four Lakh)
Clause 10		
Reinforcement steel and Cement to be used in the work shall have to be procured from :		Reinforcement steel to be used in work shall be TMT bars conforming to relevant BIS code from main/primary producers such as TATA, SAIL, RINL& JINDAL Grey Cement PPCof43 gradeto be used in work conforming to relevant BIS code from reputed producers such as ACC, Ultratech, Vikram, Shree cement, Ambuja, Jaypee cement, Century cement & JK cement having license to use ISI certification mark

		for their product.
Clause 10 CA		
Whether Clause 10 CA shall be applicable		Yes
Clause 11		
Specification to be followed for execution of work.		CPWD Specifications 2009 Volume I to II with up to date correction slips as on the date of opening of tenders and/or item specification, as applicable.
Clause 12		
12.2 & 12.3	Limit for value of any item of any individual trade beyond which clauses 12.2. & 12.3 shall apply.	50%
Clause 16		
Competent authority for deciding reduced rates.		Superintending/Joint Chief Engineer/ Additional Chief Engineer, BSNL Civil circle Mumbai as the case may be
Clause 36(i)		
a)	General guideline for fixing requirement of technical staff and rate of recovery in case of non-compliance, for the work shall be as per the following table:	
i)	Cost of work more than Rs. 10 lakhs but less than Rs. 50 lakhs.	One no. Graduate Civil Engineer with or without experience or one no. diploma Civil Engineer with at least 05(five) years of experience as Principal Technical Representative.
ii)	Cost of work Rs. 50 lakhs & above but less than Rs. 200 lakhs.	One no. Graduate Civil Engineer with at least 05(five) years of experience as Principal Technical Representative.
iii)	Cost of work Rs. 200 lakhs & above but less than Rs. 500 lakhs.	One no. Graduate Civil Engineer with at least 05(five) years of experience as Principal Technical Representative and One no. Graduate Civil Engineer with or without experience or one no. diploma Civil Engineer with at least 05(five) years of experience as Technical Representative.
iv)	Cost of work Rs. 500 lakhs & above but less than Rs. 1000 lakhs.	One no. Graduate Civil Engineer with at least 05(five) years of experience as Principal Technical Representative and Two nos. Graduate Civil Engineer with or without experience or two nos. diploma Civil Engineer with at least 05(five) years of experience as Technical Representatives.
v)	Cost of work Rs. 1000 lakhs and above.	One no. Project manager having degree in corresponding degree of Engineering with at least 10(Ten) years of experience as Principal Technical Representative. and One no. Graduate Civil Engineer with at least 05(five) years of experience as Principal Technical Represent. and Two nos. Graduate Civil Engineer with or without experience or two nos. diploma Civil Engineer with at least 05(five) years of experience as Technical Representatives.
b)	Recovery to be affected from the contractor in the event of not fulfilling the provisions of clause 36(i).	Rs 20,000/- per month for Project manager having degree in corresponding degree of Engineering with at least 10(Ten) years of experience. Rs. 15,000/- per month for Graduate Civil Engineer with at least 05(five) years of experience. Rs. 10,000/- per month for Graduate Civil Engineer with or without experience or for diploma Civil Engineer with at least 05(five) years of experience.

Clause 37(i)		
A	Extent of Service Tax payable by contractor for Building and Construction work.	Not applicable in view of coming into force of GST law w.e.f. 01/07/2017.
Clause 42		
i) (a)	Schedule/ statement for determining theoretical quantities of Cement, Steel on the basis of Delhi Schedule of Rates 2021 published by CPWD with upto date correction slips.	
ii)	Variation permissible on theoretical quantities.	
a)	Cement for works with estimated costs put to tender	
	i) not more than Rs. 5 lakhs	3% minus
	ii) More than Rs. 5 lakhs	2% minus
b)	Steel reinforcement and structural steel sections for each diameter, section and category.	2% minus

Star prices to be considered for Escalation and Recoveries		
S No.	Material	Star price (Rate in figures and words)
1.	For Grade 43 Grey Cement	Rs. 6600/- (Rupees Six Thousand Sixhundred) only Per Metric Tonne.
2(a).	For Mild steel	Not Applicable.
2(b).	For reinforcement Steel conforming to BIS 1786 (Fe 415 Grade)	Not Applicable.
2(c).	For reinforcement Steel TMT Bars of all diameters – Primary producers.	Rs.58,000.00 (Rupees Fifty Eightthousand) only Per Metric Tonne.
2(d)	For Galvanized Structural Steel sections	Rs101 .00 (Rupees One Hundred and One only) per Kg.

Note:-

The rate for recovery under clause 42 shall be same as the star price.

In case contractor is permitted to use TMT reinforcement bars procured from ISPs or secondary producers the star price of TMT bars as stipulated in the table above shall be reduced by Rs. 8600 per metric tonne.

The rate of providing & laying TMT bars as quoted by the contractor in tender shall also be reduced by Rs9.46 per kg (the rate of reduction shall be same as "2" above converted to per kg plus Contractor's profit and overheads as applicable i.e 10%).

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

SCHEDULE D (PART A)

ADDITIONAL CONDITIONS:

1.0 GENERAL

- i) **The quoted rates for various items in the tender shall be inclusive of the cost of compliance to all the “additional conditions”, “special conditions”, “additional specifications”, “additional and particular specifications” and “Particular Specifications and special conditions for complying with the GST law which has come into force with effect from 01/07/2017 specified in the tender”. No extra payment shall be made to the Contractor For adherence to all these above stated conditions and specifications.**
- ii) The intending tenderers shall note that the work is of urgent nature and is to be positively completed within the stipulated period. Therefore, only those Contractors who are confident and capable of carrying out the work within the stipulated period should apply for the work.
- To ensure good progress, the contractor shall submit a program within three (3) days to the Engineer-in-charge for completing the work within the stipulated period for work Order. Due to the urgency of the work, failure to commence the work within seven days of handing over of site would make the Contractor liable to action under the relevant clause(s) of the agreement. The Engineer-in-charge shall at his discretion have the authority to cancel the work and get the work executed by any other alternate means for which no claim shall be entertained from the contractor.
- However, if the commencement of the work is held up on account of reasons beyond his control, it shall be the sole responsibility of the contractor to bring the matter to the notice of the Engineer-in-charge and obtain permission in writing for delay in commencement of the work.
- iii) The tenderers shall take into consideration the Drawings and Specifications and quote the rates accordingly. The quoted rates shall be comprehensive and complete including all charges such as Insurance, transportation, taxes/ levies/ cess other than the GST fixed by the Central/State Government, permissions and approvals etc. **Nothing extra shall be payable over the quoted rates except GST.**
- iv) It is likely that the work shall be executed in restricted areas and therefore a few restrictions may be in force for security/ safety purposes. The contractor shall be bound to follow all such restrictions and nothing extra shall be payable. **The tenderers shall make necessary enquiries relating to such instructions before quoting their rates and nothing extra will be payable on this account.**
- v) No departmental materials shall be issued to the contractor for the work. The Contractor shall arrange himself all materials conforming to prescribed specifications from specified sources, if any.
- vi) All materials which are to be tested for use in the work shall be procured well in advance so that enough time is available for testing and approval of these materials by the Engineer-in-charge. The civil work shall be in general be carried out in accordance with CPWD Specifications 2009 Volume I to II with up to date correction slips.
- vii) **Construction Workers Welfare Cess:** Cess under building and other construction worker’s welfare cess Act 1996 and building and other construction works cess rules notwithstanding anything contained in this contract, cess at the rate stipulated under Clause 3(1) of the Building and other construction worker’s welfare cess act 1996, shall be recovered from the gross amount of the bill/bills payable under this contract.

3.0 PAYMENTS

- 2.1 The quoted rates shall be inclusive of all taxes/ levies/ cess etc. Except Goods and service tax (GST). Nothing extra shall be paid to the contractor except GST.**
- 2.2 On acceptance of the tender, the contractor shall submit the Performance Guarantee as detailed in clause '1' of the general conditions of the contract for the complete tendered amount.
- 2.3 Clause 10CA as per rule will be applicable.
- 2.4 Clause 2A, 6A & 10C of "BSNL General Conditions of Contract for civil works 2006" with upto date correction slips shall not be applicable. However, clause 10CA shall be applicable.
- 3.0 In case of any change in the telephone numbers, address of the contractor, the same shall be immediately (within 02 days) intimated to all concerned in writing by the contractor.
- 4.0 In case of discrepancy in the provision of these conditions and any other condition, the provision of the special conditions will prevail.
- 5.0 For steel and Cement, Clause 10 of Schedule -F shall be applicable.

SCHEDULE D(PART B)
SPECIAL CONDITIONS FOR THIS WORK

General: The quoted rates for various items in the tender shall be inclusive of the cost of compliance to all the “additional conditions”, “special conditions”, “additional specifications”, “additional and particular specifications” and “Particular Specifications and special conditions for complying with the GST law which has come into force with effect from 01/07/2017 specified in the tender”. No extra payment shall be made to the Contractor For adherence to all these above stated conditions and specifications.

SPECIAL CONDITIONS:

1. Quoted rates for every item of work to be done shall be for all heights, depth, lifts, leads, length and widths, except where specially mentioned in the item) and nothing extra shall be paid on this account.
2. The contractor shall comply with the proper and legal orders and directions of the local body or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable and nothing extra shall be paid on this account. **This however does not include the charges payable to the local bodies for obtaining permissions for execution of works.** The work shall be carried out without infringing on any of the local municipal bye laws.
3. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools and plants, water, electricity, access facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
4. It shall be the responsibility of the contractor to obtain all the required permissions from the local authorities/ bodies for executing the work. The work shall be carried out only after obtaining the required permissions. The contractor shall be required to keep day to day liaison with the respective authorities for carrying out the work. Some restrictions may be imposed by the local bodies or traffic police etc. on the working and/ or on the movement/ stacking of materials and/or on the movement of labour and the Contractor shall be bound to follow all such restrictions/ instructions and nothing extra shall be paid on this account. It shall be agreed term of the contract that in case of any delays in obtaining the required permissions from the local bodies/ authorities, for any reason whatsoever, the contractor shall not be entitled to any compensation.
5. Contractor shall be required to keep close liaison with the various local authorities to gather information on the existing underground utilities such as waterlines, drainage, sewage lines, electrical and telephone cables etc. and shall take full care to avoid any damages to these underground utilities during progress of the work. In the event of any damage to the underground utilities the contractor shall either repair and restore the service at his own cost, to the entire satisfaction of the Department controlling the service or pay the cost of repair/restoration of such underground service to the concerned department, as assessed by them. In case of failure to do so the amount, as evaluated by the concerned department, shall be recovered from his bills. The decision of the Engineer-in-Charge about the mode and the amount payable as compensation to the concerned department of such repair and restoration shall be final and binding.
6. Most of the work shall involve excavation etc. on corridors where factories, residential buildings, shops and other establishments are located near to the work area. During progress of the work the contractor

shall therefore take abundant precautions at his own cost to ensure that the access to these establishments is not hindered. The contractor shall be fully responsible for taking all the requisite precautions to avoid all accidents by exhibiting caution boards such as day and night boards, speed limit boards and flags, red lights and providing barriers etc. He shall also take all precautions for the protection of the work, adjacent properties, utility services and other similar establishments. He shall be held responsible for all the damages and accidents caused due to negligence on his part. Nothing extra shall be paid on this account. The contractor shall indemnify the department against any claims of damages arising out of above.

7. The contractor shall be responsible to make all the necessary arrangement for smooth and continuous flow of the vehicular and pedestrian traffic near the work. Nothing extra shall be paid on this account.
8. In case of failure to exercise precautions detailed herein and above, the department shall make its own suitable arrangement for the above precautions solely at the risk and cost of the contractor. However, in such case the contractor shall not be absolved of his responsibilities/obligations as per the terms and conditions of the contract agreement.
9. All material shall be stored at Contractor's premises in such a manner that it would not impair quality and performance of the product.
10. Wherever pneumatic drills or other power driven road breaking device appliances are used, their exhaust shall be fitted with silencing devices and the compressor machine shall be maintained in an efficient condition to avoid undue noise, to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding.
11. If it is not permitted to erect the huts for labour at the site of work, the contractor will have to make his own arrangement to provide such accommodation elsewhere and nothing extra shall be paid on this account.
12. All materials required for work shall be procured by the contractor at his own cost. However, the Engineer-in-Charge shall make a record of all the receipts and issue of such materials in the register.
13. i) The width and depth of the pit/ trench shall be as per directions of the Engineer-in-charge and may vary from section to section. The work shall be started only after receipt of approved drawings. The width beyond stipulated width may be kept minimum so as to avoid unnecessary excavation and consequential expenditure.

ii) If during excavation it is found that the sides of the trenches are unstable and the soil condition is loose, the planking, strutting shall be carried out as per the CPWD specifications. The decision of the Engineer-in- Charge regarding the soil condition shall be final and binding.

- iii) If the base of the trench is found unstable due to water logging, seepage etc. water shall be bailed out, with pumps if necessary, to keep dry working condition inside the trench.
- iv) In case sides of the trenches are made of loose soil side shuttering shall be provided as per the CPWD specifications. The decision of the Engineer-in- Charge regarding the soil condition shall be final and binding.

14. General :

- i) All the restrictions enforced by the local bodies shall be abided by the Contractor while carrying out the work.
- ii) **Wherever the year of publication of any of the IS Codes mentioned above with the IS Code no. or for that matter anywhere else in the entire tender document including agreement items does not match with the year of its latest publication, the latest code shall have to be followed. In cases where only code no. sans year of publication is mentioned, the latest amended publication shall be followed.**
- iii) **Escalation Clauses 10C & 10CA of GCC -Clause 10 C & 10 CA of the GCC 2006 have been amended by the Correction slips no. 1, 2 & 4. Some of the provisions of the latest amendment in respect of the above stated two nos. of clauses vide correction slip no.4 have become redundant in view of the fact that economic advisor to Govt. of India has stopped notifying indexes for Bars and rods (SI & SI_o), for Angles, channels and sections (TI & TI_o) andfor zinc (ZI & ZI_o). To the extent of the specification of indexes the following shall apply in this work. All other provisions of correction slip no. 4 in respect of Clause 10 & 10CA other than the indexes shall remain the same and shall apply as specified therein.**
- (i) **SI** – All India wholesale index for **Mild steel long products** for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce.
- (ii) **SI_o**- All India wholesale index for **Mild steel long products** as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.
- (iii) **TI** – All India wholesale index for **Angles, Channels, Sections, Steel (coated/ not)**for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce.
- (iv) **TI_o**- All India wholesale index for **Angles, Channels, Sections, Steel (coated/ not)** as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.
- (v) **ZI** – All India wholesale index for **Zinc metal/ blocks** for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce.
- (vi) **ZI_o**- All India wholesale index for **Zinc metal/ blocks** as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.

SCHEDULE – D (PART D)
ADDITIONAL & PARTICULAR SPECIFICATIONS

GENERAL:

The quoted rates for various items in the tender shall be inclusive of all the additional conditions and particular specifications and for adherence to all these conditions and specifications, no extra payment shall be made to the contractor. Any infringement and/or breach of these specification and condition(s) etc. shall render the contractor liable to action(s) under various clauses of the contract and such action stipulated in conditions therein.

1. The Contractor shall maintain safe custody of materials brought to the site. The Contractor shall also employ necessary watch and ward establishment for the work and other purposes as required at his own cost.

1.1 For Cement and Steel and other materials, as prescribed, the quantities brought at site shall be entered in the respective material at site accounts and shall be treated as issued for maintenance of daily consumption.

2.0 The procurement of Cement and Reinforcement Steel, and, their issue and consumption shall be governed as per conditions laid down hereunder.

2.1 Cement

2.1.1 The contractor shall procure 43 grade (conforming to IS:1489) PCC, as required in the work, from reputed manufactures of cement, having a production capacity of one million tonnes per annum or more, such as ACC, Ultratech, Vikram, Shree cement, Ambuja, Jaypee cement, Century cement & JK cement having license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. **OPC 43grade conforming to IS: 8112 can also be used but nothing extra shall be paid to the Contractor.** It shall also be procured from reputed manufacturers stated above. Supply of cement shall be taken in 50 kg bags bearing manufacture's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of the relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.

2.1.2 The Cement shall be brought at site in bulk supply of approx. 50 tonnes or as decided by the Engineer-in-Charge.

2.1.3 The Cement go-down of the capacity to store about 2000 bags of cement or as decided by Engineer-in-Charge shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorised representative and the key of other lock shall remain with the contractor. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.

2.1.4 The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor/ Department in the manner indicated below:

- i. By the contractor, if the results show that the cement does not conform to relevant BIS codes.
- ii. By the Department, if the results show that the cement conforms to relevant BIS codes.

3.0 STEEL

3.1.1. The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of steel. **In case of non-availability of steel from primary producers, the Engineer-in-charge may permit use of TMT reinforcement bars from steel producers having integrated steel plants (ISPs) using iron ore as the basic raw material for production of crude steel which is further rolled into finished shapes in-house and having crude steel capacity of 0.5 million tonne per annum or more. In case of non-availability of steel from primary producers as well as ISPs, the Engineer-**

in-charge may permit use of TMT reinforcement bars from secondary producers. In such cases following action to be taken:

- (a) The grade of the steel such as FE 500 D or other grade shall conform to BIS 1786-2008.
- (b) The secondary producers must have valid BIS license to produce HSD bars conforming to IS 1786-2008. In addition to BIS license, the secondary producer must have valid license from either of the firms Tempcore, Thermex, Evcon Turbo & Turbo quench to produce TMT bars.
- (c) The TMT bars procured from primary producers and ISPs shall conform to manufacturer's specifications.
- (d) The TMT bars procured from secondary producers shall conform to the specification as laid by Tempcore, Thermex, Evcon Turbo & Turbo quench, as the case may be.
- (e) TMT bars procured either from the primary producers or secondary producers, the specifications shall meet the provisions of IS 1786:2008 pertaining to Fe 500 D grade of steel.
- (f) In case the contractor is permitted to use TMT bars procured from ISPs or secondary producers then:
 1. The star price of TMT bars as stipulated in the table above shall be reduced by Rs8600/- per metric tonne.
 2. The rate of providing & laying TMT bars as quoted by the contractor in tender shall also be reduced by Rs9.46 per kg (the rate of reduction shall be same as "1" above converted to per kg plus Contractor's profit and overheads as applicable i.e 10%).

(2) The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.

(3) Samples shall also be taken and got tested by the Engineer-in-charge as per provisions in this regard in the relevant BIS codes. In case the test result indicates that the steel arranged by the contractor does not confirm to the specifications as defined under Para 3.1.1 (d) & (e) above, the same shall stand rejected and it shall be removed from the site of work by the contractor at his own cost within a week's time from the date of written order from the Engineer-in-charge to do so.

3.1.2. The steel reinforcement shall be brought to the site in quantity of lots as approved by the Engineer-in-charge.

3.1.3. The steel reinforcement shall be stored by the contractor at site of work in such way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes (diameters) and lengths shall be stored separately to facilitate easy counting and checking.

3.1.4. For steel procured from main producers or secondary producer, for checking nominal mass, tensile strength, bend test, etc. specimen of sufficient length shall be cut from each diameter of the bar at random at frequency not less than that specified below. In case of works costing more than Rs. 2 Crores and when the steel is procured from other than main producers, additional tests such as, retest, re-bend test, elongation test, proof stress may also be conducted.

Size (Diameter) of bar	For consignment	
	Below 100 tonnes	Over 100 tonnes
Under 10mm dia. Bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10mm to 16 mm dia. bars	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16mm dia bars	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

3.1.5. The contractor shall supply free of charge the steel bars required for testing. The cost of tests shall be borne by the contractor/ Department in the manner indicated below:

- i. By the contractor, if the results show that the steel does not conform to relevant BIS codes.

ii. By the Department, if the results show that the steel conforms to relevant BIS codes.

3.1.6 Coefficient of weight i.e. the weight per unit length of the steel procured by the contractor shall be ascertained at site before using it and certified by the Engineer-in-charge. In case weight per unit length is beyond the rolling margin as laid down in the BIS: 1786, the steel will be rejected and shall be removed from the site of work within; a week's time from written order from the Engineer-in - Charge to do so. In case weight per unit length is more than the standard coefficient of weight for the diameter, but is within the rolling margin, then the payment shall be made as per the standard weight per unit length, and, where the weight per unit length is lesser than the standard coefficient of weight for the diameter, but is within the rolling margin, the payment shall be restricted with respect to the actual weight per unit length of the diameter.

3.2 The standard sectional weights referred to in standard table under para 5.3.3, page 75 of the revised CPWD specifications 2002 for cement mortar , cement Concrete and RCC works, are to be considered for conversion of length of various sizes of Steel Reinforcement bars into weight and are reproduced below ready reference.

SIZE (mm)	WEIGHT (Kg/M)	SIZE(mm)	WEIGHT (Kg/M)
6	0.222	20	2.470
8	0.395	22	2.980
10	0.617	25	3.850
12	0.888	28	4.830
16	1.580	32	6.310
18	2.000	36	7.990

3.3 The actual issue and consumption of steel and Cement on the work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.

3.4 Steel and Cement brought to site and remaining unused shall not be removed from site without written permission of the Engineer-in-charge.

3.5 Cement used in ready mix concrete shall be evaluated based on the certification by the in-charge of the RMC plant in accordance with design approved by the Engineer in-charge.

4.0 No payment shall be made to the contractor for any damage caused during the execution of work because of cause(s) not covered under Clause 43 of the Contract. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.

4.1 Some restrictions may be imposed by the Statutory Authority etc. on the working and/ or movement of labour, materials etc. and the contractor shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.

4.2 The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable and nothing extra shall be payable on this account. The work shall be carried out without infringing on any of the local Municipal Bye-Laws.

4.3 The rate for every item of work to be done under this contract shall be for all heights, depths, lengths and widths of the structure (except where specially mentioned in the item) and nothing extra will be paid on this account.

4.4 The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards such as day and night boards, speed limit boards and flags, red lights and providing barriers etc. He

shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.

4.5 The contractor will work in close liaison, during the works, with other contractors of water supply, sanitary, drainage arrangements, electrical installation and any other works and adjust his work plan accordingly.

5.0 **Other Taxes and Royalties**

5.1 **Income Tax and surcharges over Income Tax** etc. at the rates fixed by the Ministry of finance, Government of India, shall be deducted from all the running and final bills of the contractor. Should there be any increase in rate of Income Tax and surcharge during execution of the contract, the same shall be payable by the contractor.

5.2 **Royalty** shall have to be paid by the contractor on all materials such as stone, bricks, boulders, metal, shingle, bajri, stone aggregate, coarse sand and fine sand etc. or any other materials used for the execution of the work direct to the Revenue Authority of the District/State Govt. concerned.

5.4 **GST: - As per the "PARTICULAR SPECIFICATIONS AND SPECIAL CONDITIONS FOR COMPLYING WITH THE GST LAW WHICH HAS COME INTO FORCE WITH EFFECT FROM 01/07/2017".**

6.0 **Secured Advance:**

6.1 Secured advance on bricks, stone, stone aggregate brought at site for use in the work shall be paid only after receipt of satisfactory test results from the laboratory and provisions under rules.

6.2 Secured advance on steel doors, steel windows, etc. shall be paid only after the Engineer-in-Charge has personally verified that the materials brought at site of work, for use in work, conforms to the sample approved by him.

6.3 Departmental materials for tower shall be issued to the contractor for the work. In the event of any loss/damage of the departmental materials for which the certificate of the Engineer -in-Charge and cost of recovery as decided by him shall be final and binding.

6.4 The contractor shall within 7 (Seven) days of issue of award letter intimate to the concerned sub – Divisional Engineer & Executive Engineer regarding the make / brand / manufacturer of the cement, steel etc, he intends to use in the work.

7.0 The make / brand once approved shall not be changed during the currency of the agreement until revised by the Engineer-in-charge.

**PARTICULAR SPECIFICATIONS AND SPECIAL CONDITIONS FOR COMPLYING WITH THE
GST LAW WHICH HAS COME INTO FORCE WITH EFFECT FROM 01/07/2017.**

1. The Goods and service tax, hereinafter referred to as GST, has been implemented by the Government of India with effect from 1st July 2017. The rates quoted by the Contractor shall be inclusive of all taxes/ levies/ cess etc. except the GST. GST as per applicable rates shall be paid as per the relevant law and rules framed there under by the GST authorities. The GST shall be payable only to those Contractors who submit the details of GST registration to BSNL. Any further amendment notified by GOI in GST rules during the currency of the agreement shall also be applicable without any separate notice.
2. With the implementation of GST the service tax stands subsumed in GST. There will not be any reimbursement of Service tax and the Clause 37 of GCC 2006 stands modified accordingly. **Moreover, reference of service tax anywhere in the tender document or NIT or GCC or correction slips shall be treated as redundant and not applicable along with the related enabling provisions with respect to the service tax.** Income tax TDS, TDS towards GST, workers welfare cess deductions & other statutory deductions etc shall be made at source as per the prevalent laws, as and when applicable.
3. The Contractor shall comply with the Central Goods and service tax Act, 2017, Integrated Goods and service tax Act, 2017, the relevant SGST and UTGST Acts and the rules framed there under and as amended from time to time. The Contractor shall get himself registered and get the registration code from the relevant authorities as per the provisions of the Act.
4. The Contractor shall indemnify and keep indemnified BSNL against any loss of input tax credit, **hereinafter called ITC**, caused to BSNL in case where the Contractor gets black listed by the GST authorities during the tenure of the BSNL contract either due to his own default or for any other reason whatsoever. BSNL would not be able to avail ITC in case the Contractor is GST black listed i.e has poor compliance rating.
5. The Contractor should furnish the correct **HSN/ SAC code** in his tax invoice. If the credit for duties, taxes and cesses under provisions/ rules under GST law is found to be not admissible at any stage owing to wrong furnishing of tariff head, then the Contractor will be liable to refund such non-admissible amount, if already paid, along with penalty and interest, if charged, by the concerned authority.
6. In case duties, taxes and cesses which are not eligible for ITC as per the quoted rates indicated in the price schedule and subsequently at any stage it is found that credit for such duties, taxes and cesses is admissible as per provisions of GST law, then the Contractor will be liable to refund the amount equivalent to such duties, taxes and cesses, if already paid to them, provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all the documents to claim such credit. The refund is also subject to the Contractor performing necessary act for enabling BSNL to claim the credit viz. uploading the information on GSTN. However, BSNL may allow the Contractor to submit necessary documents in this regard which may enable the BSNL to avail the ITC provided such credit is still available for the amount so paid as per provisions of the GST law.
7. BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification etc from the CGST/ SGST/ IGST authority where the HSN or SAC Classification furnished against the particular contract by different bidders differ from each other or the same is found apparently not furnished in accordance to the GST act and/or rules framed there under.
8. If the Contractor fails to furnish necessary supporting documents i.e tax invoices etc. in respect of the duties, taxes and cesses which are eligible for ITC, the amount pertaining to such duties, taxes and cesses will be deducted from the payment due to the Contractor.
9. If the Contractor fails to perform necessary compliances which would in any manner restrict BSNL to claim ITC, then the amount pertaining to such duties, taxes and cesses will be deducted from any payment due to the Contractor.

10. If the Contractor does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, place of supply etc. which would in any manner restrict BSNL to claim ITC, then the amount pertaining to such duties, taxes and cesses will be deducted from any payment due to the Contractor.

11. For claiming the payment the following documents are to be submitted by the Contractors to the Engineer-in-charge:

- (i) GST compliant tax invoice.
- (ii) Acknowledged delivery challan, if applicable.
- (iii) E-way bill as prescribed in the GST law in case of movement of goods.
- (iv) Proof of payment of GST, if applicable.
- (v) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Notes :

(1) In case the Contractor fails to furnish necessary supporting documents i.e GST tax invoice etc. and also fails to upload the information on GSTN in respect of duties/ taxes for which ITC is available, the amount pertaining to such duties/ taxes will be deducted from the payment due to the Contractor.

(2) Tax amount will be paid to the Contractor only after the Contractor declares the details of the invoice in his return in GSTR-1 and GSTR-3 uploaded by the Contractor and the same is reflected in GSTR-2A of BSNL on GSTN portal.

(3) TDS/ TCS shall be deducted at the prescribed rate, if any, as the case may be.

(4) BSNL can adjust/ forfeit bank guarantee or can adjust from any other payment due to the Contractor any loss of ITC caused to BSNL on account of Contractors default.

(5) In case BSNL has to pay GST on reverse charge basis, the Contractor would not charge GST on its invoices. Further, the Contractor undertakes to comply with all the provisions of GST, as applicable.

12. Necessary declaration, statutory forms, if any, shall be provided by BSNL to avail concessional rate of tax wherever applicable, on the request of the Contractor as and when asked for.

13. Any sum of money due and payable to the Contractor (including deposit refundable to him) under this contract may be appropriated by the BSNL and setoff the same against any claim of the BSNL or under any other contract made by the Contractor with the BSNL. In case of set off of security deposit against any claim of the BSNL or under any other contract made by the Contractor with the BSNL, the GST on such set off would be borne by the Contractor. GST would not be liable on security deposit. But, if the Contractor setoff the security deposit against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with the BSNL, then the GST would be levied.

14. In case of supply the Contractor shall furnish the name of his collaborator (if applicable), brand name, model number, type of products and HSN classification under GST.

15. GST Invoice:

- (i) All the details of Contractor (name, address GSTIN/ unregistered Contractor, place of supply, HASN/ SAC code etc.) and other mandatory details shall be mentioned on the invoice.
- (ii) Invoice/ Supplementary invoice/ Debit note/ Credit note/ Bill of supply/ Receipt voucher need to be issued in the GST compliant format and within the time prescribed under the GST law.
- (iii) In case of any deficient/ incomplete/ rejected supply, BSNL shall convey the same in a reasonable time period to enable the Contractor to issue credit note and take tax adjustment.
- (iv) It would be the responsibility of the Contractor to declare correct information on the invoice and GSTN viz. the amount, the place of supply, the rate of tax etc. In case, the eligibility of ITC is questioned or denied to BSNL on account of default by the Contractor, the same would be recovered by BSNL from the Contractor.
- (v) Registered location of both the parties' i.e BSNL and Contractor should be mentioned in the agreement with the GSTIN No. Further, Contractor should raise invoices at the registered premises of BSNL for availing of credit and to ensure that the place of supply as per GST law is the same as the registered premise.
- (vi) BSNL could at any time instruct the Contractor to raise its invoices at a particular location of BSNL.
- (vii) It is the responsibility of the Contractor to ensure that the place of supply and GSTN of BSNL are in the same state. If for any reason they are not in the same state, the Contractor shall intimate to BSNL and give adequate time before raising of the invoice.
- (viii) E-way bill number, if applicable, should be mentioned on the invoices.

S.no.	Particulars for "Input invoice"
1.	Name and registered address of the Contractor
2.	GST registration no. of the Contractor
3.	Name of BSNL entity
4.	"Bill to" and "ship to" address of BSNL
5.	GST registration no. of the BSNL
6.	Date of invoice
7.	Invoice number
8.	Place of supply including state
9.	Type of tax i.e CGST SGST, UTGST, IGST
10.	Rate of tax
11.	Value of goods/service and type/ rate/ amount of tax should be separately mentioned
12.	Quantity of goods
13.	Total value of invoice
14.	Description of supply of goods/ service
15.	HSN code in case of goods and SAC code in case of service
16.	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately.

S.no.	Particulars for "Receipt voucher"
1.	Name and registered address of the Contractor
2.	GST registration no. of the Contractor
3.	Name of BSNL entity
4.	"Bill to" and "ship to" address of BSNL
5.	GST registration no. of the BSNL
6.	Date of document issued
7.	Document number
8.	Place of supply including state
9.	Amount of advance taken
10.	Type of tax i.e CGST SGST, UTGST, IGST
11.	Rate of tax
12.	Quantity of goods

16.	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately.
17.	Invoice issued at a later stage against receipt voucher to mention this document number. Refund voucher to be issued against the advance received if no supply is made and no invoice is raised.

16. Contractor shall be responsible for timely issuance and delivery of Invoice/ Debit note/ Credit note to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

- (a) It is the responsibility of the Contractor to ensure that the outward supply return (GSTR-1) would be filed correctly. If not cost would be borne by the Contractor.
- (b) Reporting of correct outward supply by the Contractor in the outward return (GSTR-1) is the responsibility of the Contractor. In case of mismatch because of the Contractor's fault, prompt amendments must be made by the Contractor else Contractor would be required to indemnify BSNL of the loss of credit due to mismatch. The compliances to be adhered to by the Contractor includes (but is not limited to) the following:
 - (i) Uploading appropriate invoice details on GSTN within the stipulated time.
 - (ii) Issuing GST compliant invoice/ Credit note/ Debit note. PO issued by the BSNL should be referred by the Contractor for capturing information on the invoice.
 - (iii) Contractor is required to pay the entire self-assessed tax on time.
 - (iv) Where invoice is not uploaded or incorrectly uploaded on GSTN by the Contractor, then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by the Contractor. Such changes with respect to the mismatch are required to be accepted by the Contractor within the time limit prescribed under the GST law. It should be noted that in case Contractor does not accept such changes within the time limit prescribed under the GST law, the loss of ITC, if any, would be recovered from the Contractor. In case of mismatch due to the Contractor's fault, prompt amendments must be made by the Contractor else Contractor would be required to indemnify BSNL of the loss of ITC due to mismatch.
 - (v) Contractor to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim ITC of GST tax to them. In case BSNL is unable to claim the ITC the amount with respect to GST charged by the Contractor would be recovered from the Contractor.
 - (vi) A self-declaration that the bidder is not black listed by the GST authorities shall be provided. In case Contractor gets black listed during the tenure of BSNL contract, then Contractor must indemnify BSNL to ensure that no loss of ITC is borne by BSNL due to default of the Contractor.

17. Where the location agreed are in more than one state, then separate invoice state wise, to claim ITC in a particular state, shall have to be submitted. It shall be the responsibility of the Contractor to mention state of supply of goods/ services in the invoice issued to BSNL.

18. GST on account of liquidated damages would be borne by the Contractor.

19. GST is payable on the tender cost. In this case BSNL would issue tax invoice to the bidders. The details of such tax invoice would be uploaded on the GSTN portal in the following manner:

- (i) BSNL shall furnish its outward supply details which includes revenue on account of tender cost in form GSTR-1 by the 10th of every month.
- (ii) Such details shall be communicated to the bidders through GSTR-2A (Part A).
- (iii) Post matching of the outward details posted by BSNL on GSTN with the input details posted by the bidder, GSTN would calculate the total amount of tax payable by BSNL and bidder would be eligible to claim credit of GST paid on the tender cost.

PROFORMA FOR AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF ----- DATED
Between M/s _____ (refer note) in the town of _____ hereinafter
called the contractor (which term shall unless excluded by or repugnant to be subject or context include
its successors and permitted assigns) on the one part and the 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) on the other part

WHEREAS

a. The BSNL is desirous that the construction of _____ at _____
should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting
Tender, General Conditions of the Contract, Special Conditions of the Contract , Specifications, Drawings,
Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other
documents, has called for Tender.

b. The contractor has inspected the site and surroundings of the work specified in the tender documents
and has satisfied himself by carefully examination before submitting his tender as to the nature of the
surface, strata, soil, sub-soil and grounds, the form and nature of the site and local conditions, the
quantities, nature and magnitude of the work, the availability of labour and materials necessary for the
execution of work, the means of access to site, the supply of power and water
thereto and the accommodation he may require and has made local and independent enquiries and
obtained complete information as to the matters and things referred to or implied in the tender documents
or having any connection therewith, and has considered the nature and extent of all the probable and
possible situations, delays, hindrances or interferences to or with the execution and completion of the work
to be carried out under the contract, and has examined and considered all other matters, conditions and
things and probable and possible contingencies, and generally all matters incidental thereto and ancillary
thereof affecting the execution and completion of the work and which might have influenced him in making
his tender.

c. The tender documents including the BSNL's Press Notice Inviting Tender, General conditions of
contract, Special Conditions of Contract, Schedule of Quantities and rates, General obligations,
Specifications, Drawings, plan, time schedule for completion of work. Letter of Acceptance of tender and
any statement of agreed variations with its enclosures copies of which are hereto 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 -----)
(Contractor) for the construction of ----- at ----- and
conveyed vide letter No. ----- dated----- at the
rates stated in the Schedule of quantities for the work and accepted by the BSNL (hereinafter called the
Schedule of Rates) upon the terms and subject to the conditions of the contract.

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

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

2. In consideration of the due provisions execution, completion and maintenance of the said work, the
BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts
for the work actually done by him and approved by the BSNL at the Schedule or Rates and such other sum
payable to the contractor under provision of the contract, such payment to be made at such time in such
manner as prescribed for in the contract.

**"The contract is subject to the jurisdiction of Court at Kolhapur only." (Where the NIT/Tender has been
issued)**

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

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

Signed and delivered for and on behalf of BSNL

Signature and delivered for and on behalf of the contractor

(Bharat Sanchar Nigam Ltd)
Official address

(Contractor)

Date
Place

Date
Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE
NAME

SIGNATURE
NAME

For Proprietary Concern

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

For Partnership Concern

M/sa partnership firm having its registered office at(hereinafter called the said Contractor which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives). The partners of the firms are:
i) Shris/o....., And
ii) Shris/o.....etc..

For Companies

M/sa company duly incorporated under the Indian Companies Act, 1956 and having its registered office atin the state of(hereinafter called the said Contractor which expression shall unless the context requires otherwise include its successors and assign).

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the BHARAT SANCHAR NIGAM LIMITED (hereinafter called "the BSNL") 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 said 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 demand by the BSNL.

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 BSNL 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 regards 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 the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto 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 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 the BSNL 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 BSNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

5. We ----- (indicate the name of Bank) further agree with the BSNL that the BSNL 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 powers exercisable by the BSNL 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 or any indulgence by 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 Bank) lastly undertake not to revoke this guarantee except with the previous consent of the BSNL in writing.

8. This guarantee shall be valid upto----- unless extended on demand by BSNL. Notwithstanding anything mentioned above our liability against this Guarantee is restricted to Rs.----- (Rs.----- 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 Bank)

AFFIDAVIT

I/We have submitted a bank guarantee for the work-----
_____ (Name of Work), Agreement No . -----

Dated: _____ from _____ (Name of the
Division) with a view to seek exemption from payment of performance guarantee in cash. This Bank
guarantee expires on _____

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

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

(Deponent) Signature of Contractor

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

**Notice for appointment of Arbitrator
(Refer Clause 25)**

To,

The Chief Engineer
BSNL Civil Zone

.....

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of dispute as mentioned below:

1. Name of applicant
2. Whether the applicant is Individual/Prop Firm/Partnership Firm/Ltd Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant
(Only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully,

(Signatures)

Copy in duplicate to:
1. The Executive Engineer, Kolhapur Division.

SCHEDULE A

SCHEDULE OF QUANTITIES

Construction of R.C.C. foundation for 40-M High Ground Based Tower (NBLW) at Kale , Tal : Panhala, Dist : Kolhapur.

General: The quoted rates for various items in the tender shall be inclusive of the cost involved for compliance of all the conditions and specifications mentioned as-“Additional conditions” attached as Schedule – D (Part A), “Additional specifications” attached as Schedule- D (Part C), “Additional & Particular Specifications” attached as Schedule-D (Part D) and “Particular Specifications and special conditions for complying with the GST law which has come into force with effect from 01/07/2017”.

General: The quoted rates shall be inclusive of all taxes/ levies/ cess etc. except GST.GST at the applicable rates shall be paid as per the relevant law and rules framed there under by the GST authorities. The GST shall be payable only to those Contractors who submit the details of GST registration to BSNL. Any further amendment notified by GOI in GST rules during the currency of the agreement shall also be applicable without any separate notice. The quoted rates shall also discount the input tax credit to be received by the Contractor on purchase of basic and other materials that are used subsequently in the work, to stay competitive. **The DSR 2021 rates considered in the schedule are already enhanced by 18.00 % Cost Index.**

Estimated cost put to Tender:	Rs. 8,85,089.00 (Rupees Eight Lakh Eighty Five Thousand Eighty Nine Only)
Earnest Money deposit: -	Rs. 17,710.00 (Rupees Seventeen Thousand Seven Hundred and Ten Only)
Time period of completion: -	2(Two)Months

Schedule of Quantities

Name of the work : Construction of R.C.C. foundation for 40-M High Ground Based Tower (NBLW) at Kale , Tal : Panhala, Dist : Kolhapur.

Sl. No.	Description of Items	Quantity	Rate	Unit	Amount
1)	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth, 1.5m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth, lead up to 50m and lift up to 1.5m,as directed by Engineer-in-Charge.				
(a)	All kinds of soil.	25.00	Cum	203.32	One Cubic Metre 5083.00
2)	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30 cm in depth, 1.5m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth, lead up to 50 m and lift up to 1.5m, as directed by Engineer-in-Charge.				

(a)	Ordinary rock	35.00	Cum	408.68	One Cubic Metre	14303.80
(b)	Hard rock (blasting prohibited)	81.00	Cum	1172.04	One Cubic Metre	94935.24
3)	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	102.00	Cum	251.32	One Cubic Metre	25634.64
4)	Extra for every additional lift of 1.5 m or part thereof in excavation /banking excavated or stacked materials.					
(a)	Ordinary or hard rock.	104.00	Cum	185.46	One Cubic Metre	19287.84
5)	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :					
(a)	1:5:10 (1 Cement : 5 coarse sand (zone-III) : 10 graded stone aggregate 40 mm nominal size).	3.10	Cum	5988.02	One Cubic Metre	18562.86
6)	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :					
(a)	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	40.00	Cum	8277.63	One Cubic Metre	331105.20
7)	Centering and shuttering including strutting, propping etc. and removal of form for all heights:					
(a)	Foundations, footings, bases of columns, etc. for mass concrete.	70.00	Sqm	304.76	One Square Metre	21333.20
8)	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level.					
(a)	Thermo-Mechanically Treated bars of grade Fe-500 D or more.	3300.00	Kg	88.72	One Kilogram	292776.00

9)	Smooth finishing of the exposed surface of R.C.C. work with 6 mm thick cement mortar 1:3 (1 Cement : 3 fine sand).	8.00	Sqm	250.43	One Square Metre	2003.44
10)	Supplying at site , anchor bolts (for fixing base of tower) made from Mild steel rods (as per IS 2062) of approved make (TATA, JINDAL or equivalent) of 32mm dia. of required length(shown as per drawing) ,threaded up to 200mm from top and welded with 8 mm MS Plate of size 65X65 mm at bottom including suitable nuts & check nuts and M.S. spring washers with primer and transportation of anchor bolts from workshop to the site also transportation of template from nearest site having same type of tower to the site of work etc. all complete as per direction of engineer in charge.	36.00	No	1431.51	Each	51534.36
11)	Fixing bed plates, templates and anchor bolts etc. for stem of tower foundation including scaffolding, working platform around the periphery of the columns for checking of bolts,templates upto height of 2.3 M,accurate positioning, levelling etc. and maintaining the position and level till casting of RCC work of columns is over and applying grease to the exposed portion as protection from rusting, complete as per the directions of the Engineer-in-charge.					
	(Bed plates, templates etc. to be supplied by the department free of cost.)					
	(Note:- Any variation in center to center distance of anchor bolt from drawings after casting of concrete,may require dismantling and recasting of columns for accurate positioning of anchor bolts at the cost of agency).	36.00	No	236.93	Each	8529.48
			Total	Rs.		885,089.00

	Estimated Cost Excluding GST	8,85,089.00	
	Percentage to be quoted by tenderer Excluding GST		%
	Percentage above / Below	Above/ Below	

Note: - Contractor must ensure to quote percentage up to two decimal above/ below the estimated cost put to tender.

CONTRACTOR

**EXECUTIVE ENGINEER
BSNL Civil Division, Kolhapur**