



Bharat Sanchar Nigam Limited
(A Government of India Enterprise)

E-TENDER DOCUMENT

FOR

Name of work:- Periodic Maintenance of 40 m NBLW Tower at Satarda Tal Sawantwadi and 60 m 4 legged tower at Vengurla Tal Vengurla in Sindhudurg District

NIT No: 20/EEC(K)/BSNL/2020-21

**To be submitted only online on website: <https://etenders.gov.in>.
By **6.00 P.M on 01.03.2021****

**OFFICE OF THE EXECUTIVE ENGINEER,
BSNL CIVIL DIVISION KOLHAPUR.**

NAME OF TENDERER:

NAME OF WORK: Periodic Maintenance of 40 m NBLW Tower at Satarda Tal Sawantwadi and 60 m 4 legged tower at Vengurla Tal Vengurla in Sindhudurg District.

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This N.I.T. contains 42 pages marked excluding cover page.

Executive Engineer (C)
BSNL Civil Division Kolhapur.

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS/ BIDDERS FOR e – TENDERING

Executive Engineer, BSNL Civil Division, 3rd Floor, Telephone Bhavan, Tarabai Park, Kolhapur on behalf of Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) invites online **Item Rate** Bids for following work from approved and eligible contractors of BSNL of appropriate class and non – BSNL registered contractors of appropriate class registered with other public works organisations like CPWD, State PWD (B&R), D.O.P., M.E.S. & Railways, having requisite experience are also eligible to quote.

NIT No.	Name of work & Location	Estimated cost put to bid Rs.	Earnest money Rs.	Period of completion	Last date of submission of e-Bid	Period during which EMD, Cost of bid document, E-tender, Processing fee and other documents shall be submitted (Hard copies)	Date & time of opening of EMD, Cost of bid document and other documents	Date & Time of opening of Tender
20/EEC(K)/BSNL/2020-21	Periodic Maintenance of 40 m NBLW Tower at Satarda Tal Sawantwadi and 60 m 4 legged tower at Vengurla Tal Vengurla in Sindhudurg District	425203/-	8505/-	1 (One Month)	6.00 P.M. on 01/03/2021	3.00 P.M. on 03/03/2021	3.30 P.M. on 03/03/2021	11.00 A.M. 05/03/2021

- The intending bidder must read terms and conditions of BSNL W6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- Information and instructions for bidders posted on website <https://etenders.gov.in> shall form part of bid document. If not registered, the intending tenderers should get themselves registered with <https://etenders.gov.in> as per the instructions on their <https://etenders.gov.in> web site, by paying applicable fee/charges/ tax etc.
- The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://etenders.gov.in> or www.mhintranet.bsnl.co.in, OR in the **O/o the Executive Engineer, BSNL Civil Division, 3rd Floor, Telephone Bhavan, Tarabai Park Kolhapur**, free of cost.
- But the bid can only be submitted after uploading the mandatory scanned document such as Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt and Bank Guarantee of any Scheduled Bank towards cost of Bid Document and EMD in favour of **BSNL Kolhapur**.
- The intending bidder must have valid Class-II Digital Signature to submit the bid.
- The e-Tender will be submitted online in two Electronic Envelope systems.
 - Electronic Envelope No-I :-Eligibility documents & Technical Bid (e-Tender).
 - Electronic Envelope No-II :-Price Bid.
- On opening date, the contractor can login the website <https://etenders.gov.in> and see the bid opening process. After opening of bids, he will receive the competitor's bid sheets.
- Contractor can upload documents in the form of JPG format and PDF format.
- There shall be no extension of date for submission of BID for the reason of failure of internet link etc. No such request in this regard from the contractor shall be entertained.

10. For e-Tendering of this tender, BSNL has engaged e-portal etenders.gov.in. The agency intending to participate in tendering process shall have to register with <http://https://etenders.gov.in> Or contact at **08826246593** on all working days.
11. The tenderer should read carefully & understand the tender document, procedure for e- tendering etc. completely before participating in the e-tender procedure. Participation in the e-tendering, presumes that the bidder(s) has/have read all the conditions, Special Conditions of the Contract, Schedule of quantity etc. and agree/abide by them.
12. **List of Documents to be scanned and uploaded within the period of bid submission:**
- i. Demand Draft/Pay order or Banker's Cheque/Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank against EMD.
 - ii. Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank towards Cost of Bid Document.
 - iii. Enlistment Order of the Contractor.
 - iv. Certificates of Work Experience (from non BSNL registered contractors).
 - v. Near relative certificate as stipulated under para 14 of Notice Inviting Tender.
 - vi. a) GST Registration, if liable for registration as per GST Act.
b) If not liable for GST registration as per GST Act, Contractor shall submit declaration as per proforma on Page No.17 regarding category, he falls under, may be ticked and required to be uploaded.
 - vii Power of attorney, if applicable.
 - viii Undertaking as stipulated under clause 21 of BSNL W-6 Notice Inviting Tender.
13. For e-Tendering of this tender, BSNL has engaged e-portal maintained by M/s NIC at web site www.etenders.gov.in.The agency intending to participate in tendering process shall have to register with them. For any further enquiry regarding tender uploading/downloading, Helpdesk of **M/s NIC** may be contacted @ **Toll-free No-08826246593**.

Executive Engineer (C)
BSNL Civil Division, Kolhapur.

Bharat Sanchar Nigam Limited
(A Government of India Enterprise)

NOTICE INVITING TENDER

09(04)/ NIT No 20/EEC(K)/BSNL/2020-21/50

Dated: 22/02/2021

1.0 Online **Item Rate** tenders are invited by **the Executive Engineer, BSNL Civil Division, 3rd Floor, Telephone Bhavan, Tarabai Park Kolhapur** on behalf of BHARAT SANCHAR NIGAM LIMITED for the following work from approved and eligible contractors of BSNL of appropriate Class and non – BSNL registered contractors of appropriate Class registered with other public works organizations like CPWD, State PWD (B&R), D.O.P., M.E.S. & Railways having requisite experience are also eligible to quote.

Name of work	Estimated cost	Earnest Money	Period of Completion
Periodic Maintenance of 40 m NBLW Tower at Satarda Tal Sawantwadi and 60 m 4 legged tower at Vengurla Tal Vengurla in Sindhudurg District.	Rs. 425203/-	Rs 8505/-	1 (One Month)

1.1 **Eligibility Criteria - Requirement of work experience:**

(A) **For works upto Rs. 7 lakhs: NIL**

(B) All the intending tenderers other than B.S.N.L. register contractors should have successfully completed works as per details below during the last 7 (seven) years **with Central Government Department/State Government Department/Central Autonomous Body/ Central Public Sector Undertaking**, ending last day of the month previous to the one in which tenders are invited:-

1. 3 (Three) similar completed works each costing not less than the amount equal to Nil, Or
2. 2 (Two) similar completed works each costing not less than the amount equal to Nil Or
3. 1 (One) similar completed works each costing not less than the amount equal to Nil

Similar work means **“Tower Erection Works / Tower Repair & maintenance works”**

A certificate to this effect shall be produced by the tenderer from an officer of the rank not below the rank of Executive Engineer in the Government/ DGM in PSUs/ Chief Project Manager or equivalent in other organizations.

(C) The agency should fulfill the criteria of Para – 14 of BSNL form W-6 & should furnish a Certificate regarding near relatives.

2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form BSNL W-8 with up to date correction slips, which is available as a BSNL Publication/ BSNL website www.maharashtra.bsnl.co.in and in the **O/o the Executive Engineer, BSNL Civil Division, 3rd Floor, Telephone Bhavan, Tarabai Park Kolhapur**. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3.0 Separate Job Order will be issued for each Site and time allowed for carrying out the work will be **1 (One) month**, from the **7th (Seventh)** day after the date of issue of letter of award of work (Job Order of the Site), 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. Extension of Time will be granted separately for each Site based on actual date of commencement of the Site & actual date of completion (Job Order- wise).

4.0 **Site for the work is available.**

5.0 The bid document consisting of Plans, Specifications, Schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary

documents including General Conditions of Contract form can be seen from website www.mhintranet.bsnl.co.in and <https://etenders.gov.in> and in the **O/o the Executive Engineer, BSNL Civil Division, 3rd Floor, Telephone Bhavan, Tarabai Park Kolhapur**

- 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 of bid as notified.
- 7.0 While submitting the revised bid, contractor can revise the rate of one or more items any numbers of times (he need not re-enter rate of all the items) but before last date and time of submission of bid as notified.
- 8.0 Earnest money in the form of Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of **BSNL Kolhapur** shall be scanned and **uploaded** to the **e-tendering website** within the period of bid submission and original should be deposited in **O/o the Executive Engineer, BSNL Civil Division, 3rd Floor, Telephone Bhavan, Tarabai Park Kolhapur**.
- (i) Earnest Money of **Rs 8505/- (Rs. Eight Thousand Five Hundred Five Only)** by Banker's Cheque/ Deposit at Call Receipt of a Scheduled Bank/Fixed Deposit Receipt of a Scheduled Bank/Demand Draft of a Scheduled Bank issued in favour of **BSNL Kolhapur**. When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, Bank Guarantee will also be acceptable.

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

- (ii) **Cost of Bid Document (Non Refundable)** – Demand Draft amounting to **Rs. 590.00 (Rupees Five Hundred Ninety) only** in cash or by Pay Order in favour of **BSNL Kolhapur**.

Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or FDR or Bank Guarantee for E.M.D., D.D. for the cost of Bid Document shall be placed in single **wax/ adhesive tape sealed envelope** superscripted as **"Earnest Money, Cost of Bid Document including eligibility credentials, as uploaded"** with name of work and due date of opening of the bid also mentioned thereon.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the information and instruction for bidders for e-tendering shall be scanned and uploaded and attached to the e-tendering website within the period of bid submission and certified copy of each along with certified copies of any other document required to be submitted as above.

The envelope shall be **wax/ adhesive tape sealed** with due mention of Name of work, date & time of opening of bids and to be submitted in the **O/o the Executive Engineer, BSNL Civil Division, 3rd Floor, Telephone Bhavan, Tarabai Park Kolhapur** after last date & time of submission of bid up to 3.00 PM on **03.03.2021**. The documents submitted shall be opened at 3.30 PM on the same day that is **03.03.2021**.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Bid Document and e-Tender processing fee and other documents placed in the envelope are found in order.

The bid submitted shall be opened for eligible tenderers at 11.00 AM on **05.03.2021**.

- 9.1 The bid submitted shall become invalid and cost of Bid Document shall not be refunded if:
- i) The bidder is found ineligible.
- 9.2 The bidder shall upload all the required/ relevant documents as stipulated in the bid document. However, if hard copies of the documents submitted by the agency are found in order and validate the eligibility of the bidder, his bid will be opened as scheduled. Also in case of hard copies submitted by the agency, fail short of required eligibility credentials due to omission by the bidder, but the uploaded documents attached to the bid is found in order, the bid will also be opened. **Either way**, the bidder should qualify for bidding for the work as per terms and conditions of the N.I.T.

9.3 The Executive Engineer(C) may extend the opening date of the bid to seek clarification from any bidder if any of the credentials submitted by the bidder is/ are not as stipulated in the N.I.T. due to misunderstanding or omission on part of the bidder, though he may otherwise be eligible for bidding. Simply to put, no bid will be rejected merely on technical ground.

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

10.0 Executive Engineer (Civil) reserves the right to postpone the date of opening of tender without assigning any reason.

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

12.0 Date fixed for opening of tender, if subsequently, is declared as holiday by the BSNL, then, in absence of such notification, the tender will be opened on next working day, time and venue remaining unaltered.

**Executive Engineer(C)
BSNL Civil Division Kolhapur.**

Bharat Sanchar Nigam Limited
(A Government of India Enterprise)

6.0

NOTICE INVITING TENDER

20/EEC(K)/BSNL/2020-21 dated 22.02.2021

7.0

1.0 Online Item Rate tenders are invited by the Executive Engineer, BSNL Civil Division, 3rd Floor, Telephone Bhavan, Tarabai Park Kolhapur on behalf of BHARAT SANCHAR NIGAM LIMITED for the following work from approved and eligible contractors of BSNL of appropriate Class and non – BSNL registered contractors of appropriate Class registered with other public works organizations like CPWD, State PWD (B&R), D.O.P., M.E.S. & Railways having requisite experience are also eligible to quote.

Name of Work:-

Periodic Maintenance of 40 m NBLW Tower at Satarda Tal Sawantwadi and 60 m 4 legged tower at Vengurla Tal Vengurla in Sindhudurg District.

1.1 The work is estimated to Cost Rs 425203/- (Rs. Four Lakh twenty Five Thousand Two Hundred Three Only)

1.2 Eligibility Criteria - Requirement of work experience:

(A) **For works upto Rs. 7 lakhs: NIL**

(B) All the intending tenderers other than B.S.N.L. register contractors should have successfully completed works as per details below during the last 7 (seven) years **with Central Government Department/State Government Department/Central Autonomous Body/ Central Public Sector Undertaking**, ending last day of the month previous to the one in which tenders are invited:-

1. 3 (Three) similar completed works each costing not less than the amount equal to N, Or
2. 2 (Two) similar completed works each costing not less than the amount equal to Nil Or
3. 1 (One) similar completed works each costing not less than the amount equal to Nil ,

Similar work means "**Building Construction Works / Building Repair Works / Building maintenance works**"

A certificate to this effect shall be produced by the tenderer from an officer of the rank not below the rank of Executive Engineer in the Government/ DGM in PSUs/ Chief Project Manager or equivalent in other organizations.

(C) The agency should fulfill the criteria of Para – 14 of BSNL form W-6 & should furnish a Certificate regarding near relatives.

2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL W-8 with upto date correction slips, which is available as a BSNL Publication/BSNL website www.maharashtra.bsnl.co.in and <https://etenders.gov.in>. OR in **O/o the Executive Engineer, BSNL Civil Division, 3rd Floor, Telephone Bhavan, Tarabai Park Kolhapur**. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3.0 Separate Job Order will be issued for each Site and time allowed for carrying out the work will be 1 **(One) Month**, from the **7th (Seventh)** day after the date of issue of letter of award of work (Job Order of the Site), 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. Extension of Time will be granted separately for each Site based on actual date of commencement of the Site & actual date of completion (Job Order- wise).

4.0 Site for the work is available.

5.0 The bid document consisting of Plans, Specifications, Schedule of quantities of various types of items to

be executed and the set of terms and conditions of the contract to be complied with and other necessary documents including General Conditions of Contract form can be seen from website www.maharashtra.bsnl.co.in and <https://etenders.gov.in>. and in the **O/o the Executive Engineer, BSNL Civil Division, 3rd Floor, Telephone Bhavan, Tarabai Park Kolhapur.**

After submission of the bid, the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

While submitting the revised bid, contractor can revise the rate of one or more items any numbers of times (he need not re-enter rate of all the items) but before last date and time of submission of bid as notified.

8.0 Earnest money in the form of Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of **BSNL Kolhapur** shall be scanned and **uploaded** to the **e-tendering website** within the period of bid submission and original should be deposited in office of the **Executive Engineer, BSNL Civil Division, 3rd Floor, Telephone Bhavan, Tarabai Park Kolhapur.**

(i) Earnest Money of **Rs 8505/- (Rs. Eight Thousand Five Hundred Five Only)** by Banker's Cheque/ Deposit at Call Receipt of a Scheduled Bank/Fixed Deposit Receipt of a Scheduled Bank/Demand Draft of a Scheduled Bank issued in favour of **BSNL Kolhapur**. When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, Bank Guarantee will also be acceptable.

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

(ii) **Cost of Bid Document (Non Refundable)** – Demand Draft amounting to **Rs. 590.00 (Rupees Five Hundred Ninety only)** in cash or by Pay Order in favour of **BSNL Kolhapur.**

Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or FDR or Bank Guarantee for E.M.D., D.D. for the cost of Bid Document shall be placed in single **wax/ adhesive tape sealed envelope** superscripted as **"Earnest Money, Cost of Bid Document including eligibility credentials, as uploaded"** with name of work and due date of opening of the bid also mentioned thereon.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the information and instruction for bidders for e-tendering shall be scanned and uploaded and attached to the e-tendering website within the period of bid submission and certified copy of each along with certified copies of any other document required to be submitted as above.

The envelope shall be **wax/ adhesive tape sealed** with due mention of Name of work, date & time of opening of bids and to be submitted in the office of the **Executive Engineer, BSNL Civil Division, 3rd Floor, Telephone Bhavan, Tarabai Park Kolhapur** after last date & time of submission of bid up to 3.00 PM on **03.03.2021**. The documents submitted shall be opened at 3.30 PM on the same day that is **03.03.2021**.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Bid Document and e-Tender processing fee and other documents placed in the envelope are found in order.

The bid submitted shall be opened for eligible tenderers at **11:00 AM on 05.03.2021**

9.1 The bid submitted shall become invalid and cost of Bid Document & e-Tender processing fee shall not be refunded if:

i) The bidder is found ineligible.

9.2 The bidder shall upload all the required/ relevant documents as stipulated in the bid document. However, if hard copies of the documents submitted by the agency are found in order and validate the

eligibility of the bidder, his bid will be opened as scheduled. Also in case of hard copies submitted by the agency, fail short of required eligibility credentials due to omission by the bidder, but the uploaded documents attached to the bid is found in order, the bid will also be opened. **Either way**, the bidder should qualify for bidding for the work as per terms and conditions of the N.I.T.

- 9.3 The Executive Engineer(C) may extend the opening date of the bid to seek clarification from any bidder if any of the credentials submitted by the bidder is/ are not as stipulated in the N.I.T. due to misunderstanding or omission on part of the bidder, though he may otherwise be eligible for bidding. Simply to put, no bid will be rejected merely on technical ground.

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

The description of the work is as follows:

Periodic Maintenance of 40 m NBLW Tower at Satarda Tal Sawantwadi and 60 m 4 legged tower at Vengurla Tal Vengurla in Sindhudurg District.

- 10.0 Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above-mentioned officer.
- 10.1. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.
- 11.0 The competent authority on behalf of Bharat Sanchar Nigam Limited does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
- 12.0 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 13.0 The competent authority on behalf of the Bharat Sanchar Nigam Limited reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 14.0 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:
- (i) Member of Hindu Undivided family (UHF).
 - (ii) They are Husband and Wife.
 - (iii) The one is related to other in the manner as Father, Mother, Son(S) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), Brother's wife, Sister(s), Sister's husband (brother-in-law).

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

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

“I, _____ S/o Shri _____
Resident of _____ hereby certify that none of my
relative (s) as defined in para 14.0 is/are employed in concerned BSNL Civil Zone. In
case at any stage, it is found that the information given by me is false/incorrect, BSNL
shall have the absolute right to take any action as deemed fit without any prior
intimation to me”.

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

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

- 15.0 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 STof his employees is found any time to be such a person who had not obtained the permission of the Govt. of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
- 16.0 The tender for the work shall remain open for acceptance for a period of **30 (Thirty)** days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 17.0 In case of works having estimated cost below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled.
- In case of works of estimated to cost Rs. 15,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.
- 18.0 This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with Clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/ Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/ Contractor shall, within 30 days from such date, formally sign the agreement consisting of:

- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming 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.mhintranet.bsnl.co.in
 - c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
- 19.0 Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below:-
- (a) In cities/areas where ECS/EFT facility is provided by Banks, the tenderer must have Account in such ECS/EFT facility providing Banks and that Bank A/c. No. shall be quoted in the tender by the tenderer.
 - (b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
 - (c) In case payment is made to outside branch, i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
 - (d) The payments to contractors will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
- 20.0 First running account bill shall be paid only after
- (a) Signing of the Agreement/Contract by both the parties, and
 - (b) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.
 - (c). Submission, by the contractor, of Labour License and Registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable.

21.0 If the contractors do 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 the period of six months.

All the intending tenderers will have to submit an undertaking in the format given as under.

*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".*

22.0 General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website www.mhintranet.bsnl.co.in as well as in the Divisional/ Sub -Divisional Office.

23.0 For redressal of any vigilance related complaints following officers may be contacted.

- a) DGM(Vigilance), O/o CGM Maharashtra Telecom Circle, A-Wing, 6th floor, BSNL Administrative Building, Juhu Road, Santacruz(W), Mumbai 400 054 , (O) , Fax: 022-26615774, Ph. 022-26616715.
- b) SDE (Vigilance), O/o GM, Kolhapur Telecom District, Telephone Bhavan, Tarabai Park, Kolhapur Fax: 020-24457000, Ph: 020-24431010.

- 24.0 For e-Tendering of this tender, BSNL has engaged e-portal maintained by **NIC** The agency intending to participate in tendering process shall have to register with <http://https://etenders.gov.in>.
- 25.0 **Condition for EPF /ESIC / BOCW**
- 25.1 The contractor shall invariably furnish EPF /ESIC / BOCW registration certificate at the time of entering into agreement.
- 25.2 In case agency fails to submit the requisite registration certificate for the work under the agreement, he may be allowed to enter in to the agreement on production of Indemnity bond certificate in favour of BSNL against any EPF, ESIC & BOCW liability. Failure to comply the condition stated above, full EMD will be forfeited in favour of BSNL & no claim what so ever shall be entertained on this account.
- 25.3 The contractor shall also furnish self attested copy of PAN card.
- 25.4 The contractor shall submit to BSNL an invoice/ challan if any as a proof of making payment towards GST to tax department along with every RA bill/ final bill.
- 25.5 The invoice raised by contractor shall be serially numbered and shall contain the following, namely :
- I. The name, address and the registration number of contractor;
 - II. The name and address of the person receiving taxable service.
 - iii. Description, classification and value of taxable service provided or to be provided; and the GST payable thereon.
- 25.6 **GST: The rates quoted by the contractor shall be inclusive of GST. Any further amendment notified by GOI in GST rules during the currency of agreement shall also be applicable without any separate notice.**
- If any terms and conditions under General Rules and Directions are in contravention to terms and conditions as above, the terms and conditions as above shall prevail,
- 25.7 If the contractors do 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 tendering in BSNL for period of six months.

For & on behalf of the Bharat Sanchar Nigam Limited

**Executive Engineer
BSNL Civil Division Kolhapur**

Bharat Sanchar Nigam Limited
(A Government of India Enterprise)

STATE: MAHARASHTRA
Zone:- BSNL MH Zone

CIRCLE: BSNL CIVIL CIRCLE, Pune
DIVISION: BSNL CIVIL KOLHAPUR

Item Rate Tender & Contract for Works

Name of Work: Periodic Maintenance of 40 m NBLW Tower at Satarda Tal Sawantwadi and 60 m 4 legged tower at Vengurla Tal Vengurla in Sindhudurg District

To be submitted online by 6:00 P.M. on **01.03.2021**.

(i). To be opened in presence of tenderer who may be present at 11:00 AM on **05.03.2021** by **Executive Engineer, BSNL Civil Division, 3rd Floor, Telephone Bhavan, Tarabai Park Kolhapur.**

Executive Engineer
BSNL Civil Division Kolhapur

TENDER

I/We have read and examined notice inviting tender, schedule, A, B, C, D, E & F. specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the Conditions of Contract and all other contents in the tender document for the work.

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

I/We agree to keep the tender open for **30 (Thirty)** from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/ We withdraw my/ our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, make 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 tenderer shall not be allowed to participate in the re-tendering process of the work.

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

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

Further, I/We agree that, in case of forfeiture of earnest money or both earnest money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/we undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in BSNL in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

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

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

The information in respect of works in hand is as per pro-forma enclosed.

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

Dated: _____

Witness: (_____)

Address: Signature of Contractor

Occupation: Postal Address: -

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 Bharat Sanchar Nigam Limited (A Government of India Enterprise) for a sum of Rupees. The letters referred to below shall form part of this Contract Agreement: -

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

For & on behalf of BSNL

Dated

Signature _____

Name
(Designation)

**Executive Engineer
BSNL Civil Division
Kolhapur**

DECLARATION

(To be submitted by the contractor regarding near relatives working in BSNL as per Para 14 of BSNL W-6)

**"I S/o Shri Resident of.
..... hereby certify that none of my
near relative(s) as defined in para 14 of BSNL W-6 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."**

Signature of Contractor

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

Declaration

If I/We do not submit the physical bid document /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

(To be submitted by the contractor regarding as per Para 12(VI) of GST)

Declaration

(GST Registration as per section 22 Of CGST Act, 2017)

I S/o Shri Resident of.
..... hereby declare that I am not liable to be registered under CGST Act, 2017, as I am not making Inter-state supplies as per section 24 of CGST Act and I belong to the category tick marked

Sr. No.	Applicable declaration	Tick the correct box
	The State from where I/we make taxable supply of goods or services or both is not a special category state and my aggregate turnover in a financial year do not exceeds twenty lakh rupees.	
	The State from where I/we make taxable supply of goods or services or both is a special category state and I am not liable to be registered as my aggregate turnover in a financial year do not exceeds ten lakh rupees.	

Note:- In case contractor / suppliers is not liable to be registered under GST Act, Contractor shall be paid amount excluding GST and other taxes amount and BSNL shall deposit GST and other taxes amount to concerned authorities.

Signature of Contractor

PROFORMA OF SCHEDULES

(FOR CIVIL COMPONENT)

For **Periodic Maintenance of 40 m NBLW Tower at Satarda Tal Sawantwadi and 60 m 4 legged tower at Vengurla Tal Vengurla in Sindhudurg District.**

SCHEDULE `A`

Schedule of quantities:- Attached

SCHEDULE `B`

Schedule of Materials to be issued to the contractor

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

SCHEDULE `C`

Tools and Plants to be hired to the contractor

Sl. No.	Description of Item	Hire charges per day	Place of issue
1	2	3	4
NIL			

SCHEDULE `D`

General Instructions:- Enclosed

SCHEDULE `E`

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

CLAUSE 10 C - DELETED.

Work Component expressed as per cent of total value of work	Symbol	Value
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`

Name of Work:	Periodic Maintenance of 40 m NBLW Tower at Satarda Tal Sawantwadi and 60 m 4 legged tower at Vengurla Tal Vengurla in Sindhudurg District.
Estimated Cost of Work:	Rs 425203/- (Rs. Four Lakh twenty Five Thousand Two Hundred Three Only)
Earnest Money: Performance Guarantee:- 5% of tendered value in the form of Bank guarantee from schedule bank in respect of works with estimated cost put to tender exceeding Rs.15 Lakhs.	Rs 8505/- (Rs. Eight Thousand Five Hundred Five Only) Rs. _____ Rupees

Security Deposit:		Rs. _____ Rupees
<ul style="list-style-type: none"> • 10 % of the tendered value for works with estimated cost put to tender up to Rs. 15 Lakhs. • 5% of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. 15 Lakhs. 		
Officer Inviting Tender:		Executive Engineer, BSNL Civil Division, 3rd Floor Telephone Bhavan, Tarabai Park, 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 (Fifty) Percent
Definitions		See below
2(v)	Engineer-in-Charge	Executive Engineer, BSNL Civil Division, 3rd Floor Telephone Bhavan, Tarabai Park, Kolhapur
2(viii)	Accepting Authority	Executive Engineer, BSNL Civil Division, Kolhapur
2(x)	Percentage on cost of materials and labour to cover all overheads and profit	10 %
2(xi)	Standard Schedule of Rates	CPWD DELHI SCHEDULE OF RATES (DSR) – 2018 including Correction Slips issued till the Date of Opening of Tender. A reduction factor of 110/115 will be applied on CPWD DSR 2018.
9(ii)	Standard BSNL Contract Form	BSNL W-8 form as modified and corrected up to date. Correction Slip from I to VI.
Clause 2		
Authority for fixing compensation under Clause 2		Executive Engineer, BSNL Civil Division, Kolhapur
Clause 2(A)		
Whether Clause 2A shall be applicable		Not Applicable
Clause 3(A)		Not applicable
Clause 5		
(i)	Time allowed for execution of work.	1 (One) month
(ii)	Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer, BSNL Civil Division, Kolhapur
Clause 6 (A)		Not 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 to interim payment.		Rs.2,50,000.00

Clause 10		
Reinforcement steel to be used in the work shall have to be procured as below:		
(a) TMT bars Manufactured by Secondary producers with ISI mark as approved by the Engineer in Charge.		
Clause 11		
Specification to be followed for execution of work.	CPWD Specification CPWD Specification 2009 (Vol. I & II) including Correction Slips issued and revised till the Date of Opening of Tender including Correction Slips issued and revised till the Date of Opening of Tender.	
Clause 12		
12.1.2 (ii)	Schedule of rates for determining the rates for additional, altered or substituted items that cannot be determined under 12.1.2(i) and (ii).	Deleted.
12.1.2 (iii)	Plus/ minus the % over the rate entered in the schedule of rates.	Deleted
12.2 & 12.3	Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not apply and clauses 12.2.& 12.3 shall apply	50% (Fifty Percentage)
Clause 16		
Competent authority for deciding reduced rates.	Superintending Engineer (C), BSNL Civil Circle, M.H.S. Campus, Pune – 411001.	
Clause 25		
Competent authority for conciliation	Deleted	
Clause 36(i)		
(a)	Minimum number, qualification and experience of Principal Technical Representative for civil works with estimated cost put to tender.	
(1)	Cost of work up to 150.00 Lakhs (Cost of work means the agreement amount of work)	One Number Graduate Civil Engineer (with minimum 2 years Experience) or Diploma Civil Engineer (with minimum 5 years Experience). Designation as Principal Technical Representative.
	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	Rs. 15,000.00 per month. (Rupees Fifteen thousand per month).
Clause 37(i)	Extent of GST payable by contractor for Building and Construction works	The rates are inclusive of GST.
Clause 42		
(i)	Schedule / statement for determining theoretical quantities of cement on the basis of Delhi Schedule of Rates – 2018 printed by CPWD.	
(ii)	Variation permissible on theoretical quantities	
(a)	Cement for works with estimated costs put to tender	

	(i) not more than Rs. 5 lakhs	3 % minus
	(ii) more than 5 lakhs	2 % minus
(b)	Steel reinforcement and structural steel sections for each diameter, section and category.	2 % minus

<u>Star prices to be considered for escalation & recoveries</u>		
Sl. No	Material	Star Price (Rate in Figures and Words)
1	For Cement	Rs. 6440/- per M.T.
2	For Reinforcement Steel TMT Bars (Secondary producers having BIS license).	Rs. 52608/- per M.T.
3	Structural Steel Section	Not applicable

Note:- The rate for recovery under clause 42 shall be same as the Star Price

Executive Engineer (C)
BSNL Civil Division Kolhapur.

General Instructions

1. The entire work shall in general conform to the C.P.W.D. Specifications for Works **CPWD Specification 2009 (Vol. I & II) including Correction Slips issued and revised till the Date of Opening of Tender** with all correction slips issued up to date as on the date of opening of tenders and description in the Schedule of Quantities, Special Conditions, latest relevant Bureau of Indian Standard Codes, Drawings etc.
2. All the above documents shall be considered complementary to each other. However in case of conflict among them, the following order of precedence shall be followed.
 - a) Provision in description of item(s) in Schedule of quantities, including drawings, if any, mentioned therein.
 - b) Particular specifications, Special and Additional Conditions etc. as stipulated in tender document.
 - c) BSNL General Conditions of Contract for Civil Works – **2006** with up-to-date correction slips.
 - d) C.P.W.D. Specifications.
 - e) Latest relevant B.I.S. Codes.
 - f) Drawings not specifically mentioned in the nomenclature of the item in Schedule of quantity.
 - g) Sound Engineering Practice.
 - h) Manufacturer's specifications.
 - i) Decision of Engineer-in-Charge shall be final and binding.
3. Wherever "C.P.W.D. Specification" is referred to in the tender documents, it shall mean "C.P.W.D. Specifications **CPWD Specification 2009 (Vol. I & II) including Correction Slips issued and revised till the Date of Opening of Tender** with all up to date correction.
4. Wherever any reference to any Indian Standard Specifications (B.I.S.) occurs in the documents relating to this contract, the same shall be inclusive of all upto date amendments or revisions.
5. Where ever "D.S.R." is referred to in the tender documents, it shall mean "**C.P.W.D. Delhi Schedule of Rates 2018**" with all up to date correction slips as on the date of opening of tenders".
6. The work shall be executed and measured as per Metric Dimensions given in the Schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only).
7. The work shall be executed as per approved drawing, layout and specifications as per directions of Engineer-In charge

Executive Engineer (C)
BSNL Civil Division Kolhapur

PROFORMA FOR AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF **Periodic Maintenance of 40 m NBLW Tower at Satarda Tal Sawantwadi and 60 m 4 legged tower at Vengurla Tal Vengurla in Sindhudurg District.** DATED _____ Between M/s. _____ (refer note) in the town of _____ herein after called the contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and BHARAT SANCHAR NIGAM LIMITED hereinafter called the BSNL (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

WHEREAS

- a) The BSNL is desirous that the construction of **Periodic Maintenance of 40 m NBLW Tower at Satarda Tal Sawantwadi and 60 m 4 legged tower at Vengurla Tal Vengurla in Sindhudurg District.** at _____ should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special conditions of the contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, has called for Tender.
- b) The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the of surface, strata, soil, subsoil and grounds, the form and nature of the site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of 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 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 **Periodic Maintenance of 40 m NBLW Tower at Satarda Tal Sawantwadi and 60 m 4 legged tower at Vengurla Tal Vengurla in Sindhudurg District.** 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 AGGREMENT 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 of Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.
3. "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.
(BHARAT SANCHAR NIGAM LIMITED)
OFFICIAL ADDRESS:-

Date:
Place:

IN PRESENCE OF TWO WITNESS

Signature and delivered for and on behalf of the Contractor.
(Contractor)
OFFICIAL ADDRESS:-

Date:
Place:

SIGNATURE:
NAME:

SIGNATURE:
NAME:

SIGNATURE:
NAME:

SIGNATURE:
NAME:

For Proprietary Concern

Shris/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/s..... a 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) **Shri.....s/o..... , And**
- ii) **Shri.....s/o.....etc.**

For Companies

M/s a 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 **Periodic Maintenance of 40 m NBLW Tower at Satarda Tal Sawantwadi and 60 m 4 legged tower at Vengurla Tal Vengurla in Sindhudurg District. 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 be 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 any thing 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 **Periodic Maintenance of 40 m NBLW Tower at Satarda Tal Sawantwadi and 60 m 4 legged tower at Vengurla Tal Vengurla in Sindhudurg District**

Agreement No. _____/BSNL/EECK/ 2020___ - ___ Dated:

___/___/___ from **Executive Engineer, BSNL Civil Division, 3rd Floor Telephone Bhavan, Tarabai Park, Kolhapur** 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.

ANNEXURE- A
SPECIAL CONDITIONS REGARDING
Revision of Arbitration guidelines in BSNL in accordance with Arbitration and Conciliation
(Amendment) Act, 2015 (3 of 2016)

As issued vide letters Nos.

Ref: 1) MMS/135-1/2011-12(Pt.)/70 dt.28.12.2017 from AGM(ST), MMS Section,
BSNL Corporate Office, Delhi.

(2) No.A/Legal-II/Arb& Conciliation (Amendment) Act 2015/17-
18/12 Dated at Mumbai the 07.02.2018.

(3) MMS/135-1/2011-12(Pt.)/75 dt. 22.02.2018 from AGM(ST), MMS
Section, BSNL Corporate Office , Delhi.

Modifications in Arbitration Clause of tender documents.

I . ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise)
(Not applicable in case valuing less than Rs.5 lakhs).

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

(1) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party, The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

(2) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

(3) Neither party shall appoint its serving employee as arbitrator.

(4) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such persons shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

(5) Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

(6) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.

[29B. Fast track procedure – (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).

(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;

(b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;

(c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;

(d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(4) The award under this section shall be made within a period of six months from the date the arbitral enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Upto Rs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs. 5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

8. In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

9. The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

II. Para-II read as follows: *“Arbitration Clause (as mentioned therein) may be incorporated in contracts, POs, APOs, Tenders, EOIs etc between BSNL and Central/State Govt(s) as the case may be in terms of DPE Guidelines for settlement of commercial disputes between PSEs inter-se and PSEs*

and Govt Deptt(s) through PMA in the Deptt of Public Enterprises". As such, the same may be incorporated in cases of contracts of BSNL with State/Central Govt., as specified therein.

In the event of any disputed or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by and express agreement in writing.

III APPLICABLE LAW AND JURISDICTION

- (a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

Executive Engineer (C)
BSNL Civil Division Kolhapur

ADDITIONAL CONDITIONS

1.0. GENERAL

The contractor shall take sufficient safety measures to safeguard life and property of BSNL

(structures, offices, roads, trees and plants including electrical, water supply, sanitary and telecommunication installations etc) inside the compound during execution of the work and shall be fully responsible for the damages on this account, if any.

- 1.1 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 (Like damage caused by rain, lightning, wind, storm, snow fall, floods, earth quake or any other natural cause/calamity etc). The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.
- 1.2 **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 nothing extra shall be payable on this account. The work shall be carried out without infringing on any of the local Municipal Bye-Laws.
- 1.3 The contractors shall give a performance test of the entire installations as per standard specifications before the work is finally accepted and nothing extra what so ever shall be payable to the contractor for the tests.
- 1.4 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.
- 1.5 The contractor will work in close liaison, during the works, with other contractors of electrical installation and any other works and adjust his work plan accordingly.
- 1.6 The contractor shall leave such necessary holes, openings etc. for laying/ burying in the pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the electric and sanitary works etc.
- 1.7 The contractor will have to extend full cooperation for contingent measures, which might be required to be taken due to eventuality.
- 1.8 The contractor will maintain discipline while working in the Compound. He or his employees will not indulge in any dispute with any Govt. employee/public inside the compound and any default in this regard will be brought to the notice of the Engineer-in-Charge immediately.
- 1.9 Cleanliness of the compound will be maintained and any debris/ material falling in the compound in area in use of the staff/ public will be got cleared by the Agency regularly during the progress of work.
- 1.10 In the developed and in-use compounds, the contractor will not be allowed to erect labour huts and shall have to arrange at a location outside the compound at his own cost.
- 1.11 All works executed shall be maintained in perfect condition by the contractor till the completion of entire work allotted to him. Where phased handing over of completed portion of work is required by Engineer-in-Charge, the provisions mentioned in the above paras will apply to each phase.
- 1.12 **The Executive Engineer may withdraw the works of the site where the contractor fails to show progress proportionally as per the agreement or suspended works for a period of more than Ten days. The Engineer-in-charge will be free to get the work completed at such sites in whatever manner deemed fit. A single notice followed by letter of decision in this regard from Engineer-in-charge to contractor will be conclusive & binding. The contractor will not be entitled for any compensation what so ever in this regard. The EMD, performance guarantee and security deposit will be considered as having equal share for all sites considered in the agreement.**
- 1.13 **It may be clearly understood that all the sites may not have proper motor able approach roads and contractor will have to make his own arrangement for carrying the materials to the site of**

work. No payment / compensation will be payable on this account unless otherwise specified elsewhere.

1.14 The work should be carried out in such a manner that site shall be free of any construction material, excavated material or labour cabins etc and is accessible to other agencies to carry out their works (i.e. electrical works etc) simultaneously. Contractor must provide congenial atmosphere and extend full cooperation to other agencies for execution of their works.

1.15 The work is to be executed in close proximity of private properties. The agency shall take adequate precautions for safety of such property and humans and schedule its work in liaison with the owner of the property.

1.16 The completed work shall be inspected for approval by the Acceptance testing unit of the BSNL. It shall be the responsibility of the contractor to offer the completed work for inspection and approval of the A/T in co-ordination with and as per the directions of the Engineer-in-charge and nothing extra shall be payable on this account. If the completed work is not found satisfactory as per the prescribed specifications, corrective measures as ordered by the Engineer-in-charge shall be carried out immediately by the contractor without any additional expenditure liability to the BSNL.

2.0 Storage and safety of materials

2.1 The Contractor shall maintain safe custody of materials brought to the site and departmental material, if any, handed over to him, for the said work. The Contractor shall also employ necessary watch and ward establishment for the work and other purposes as required at his own cost.

2.2 Before commencement of the work, the contractor shall obtain written approval of the Engineer-in-Charge regarding the location of steel stacking and fabrication yard, site office etc and shall from time to time take instructions of the Engineer-in-Charge regarding collection and stacking of materials at the site. He shall have to make his own arrangement of space for storage of materials, if necessary.

3.0 PAYMENTS

3.1 The rate indicated in the tender is net and is applicable to all locations irrespective of the hilly terrain, head load and quantity etc. The rate shall remain firm during the currency of the contract unless otherwise specified elsewhere.

3.2 The contractor shall arrange at his own expense all tools, plants and equipment for execution of the works. No tents, tools, pumps for dewatering or any type of machinery /equipment will be supplied by the department for carrying out any portion of work. The contract shall be in position to deploy all required machinery / tools / equipment within the time schedule specified in the individual work orders. No accommodation shall be provided by the department either for storage of materials or for his staff. He shall make his own arrangement.

4.0 The intending bidders should inspect the site of work fully before tendering and acquaint /satisfy themselves as to the conditions in regard to accessibility of site, nature and extent of ground, working conditions including stacking of materials, installation of T&P, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of work

5.0 RATES

5.1 Unless otherwise specified, the rates quoted for the items shall include all labour, material, taxes, insurance, watch & ward, necessary T&P required for the work, tests, all weighing /measuring equipment etc. all complete. Nothing extra shall be paid over and above the quoted rates for the items.

5.2 The contractor shall pay Octroi, GST, VAT, Cess and any other taxes applicable. Contractor shall quote rates inclusive of all taxes. Nothing extra shall be paid over the quoted rates.

5.3 In case of any contradictions in the provisions of CPWD specifications for any work and specifications in engineering instructions of BSNL Inspection Circle, the decision of Engineer-in-Charge shall be final and binding.

SPECIAL CONDITION FOR ERECTION OF STEEL TOWER

The following conditions shall be applicable in addition to other conditions given in tender form. Nothing extra shall be paid on these accounts unless otherwise mentioned.

- 1.0** All structural steel members like high tensile steel angles, Tees and Plates etc. shall be conforming to IS: 2062-2006 and IS: 8500-1991. The contractor shall procure all structural steel members i.e. Angles, tees, Plates, nuts & bolts etc. (as required) conforming to relevant I.S. Codes from main producers as approved by the Ministry of Steel namely SAIL, TISCO and RINL or BIS approved. However, in case of procurement from other BIS approved manufacturers, prior approval of BSNL shall be required and materials from approved manufactures are only allowed to be used in the work. However, the material procured from other BIS approved manufacturer may also be allowed provided the samples of the materials proposed to be used are got tested by the Engineer-in-charge, and the same is successfully passed on all parameters as per provisions of the relevant I.S. Codes. In case the test results indicate that the steel arranged by the contractor does not conform to I.S. Codes, the same shall stand rejected and shall be removed from the site of work within three days from date of receipt of written order of the Engineer-in-charge to do so. The proof of manufacturer of structural steel members from virgin billets purchased from main steel producers is to be furnished by the agency before tower members/ templates are cut.
- 2.0** The Nuts, bolts, plain / spring washers shall be procured from producers approved by Power Grid Corporation of India or equivalent. Nuts and bolts of grade 5.6 conforming to relevant IS codes as per IS: 6639-1972, IS: 12427-2001, IS: 1363 (Part I)-1992 IS: 1364-2002, IS: 1367-2002 (Part 8) and plain washers as per IS: 6610-1972 & spring washers of type 'B' as per IS: 3063-1994 shall be used.
- 3.0** Erection of the tower and painting shall be done through specialized agencies only and all safety precautions shall be taken in accordance with safety code for erection of structural steel work (IS: 7205)
- 4.0** Agency executing the Transportation and erection of towers should take all precautions to see that no damage occurs to the adjoining structures while executing the work. Also, all the workers on the execution site should be adequately insured along with third party insurance for any unforeseen injury to passer by or occupants of adjoining buildings. Agency shall be solely responsible for any mishap on these accounts.
- 5.0** The site of work may be changed by the Engineer-in-charge due to exigencies of the service within/ adjoining revenue districts for which nothing extra shall be payable except the approved contract rates.
- 6.0** The mounting structure for antenna shall be of steel work and shall be such as to allow a nominal azimuth adjustment of (+/-) 5 degree and an elevation adjustment of (+/-) 5 degree. The design of antenna supporting cage and platform shall be in accordance with the specification given.
- 7.0** **STRAIGHTENING**

All materials shall be straightened and or flattened by pressure unless required for a shape of curvilinear form before fabrication and shall be free from twists. Straightening shall not

damage the material. The parts when assembled adjacent surfaces shall be in close contact. Hammering shall not be permitted for straightening. Sharp kinks or bends shall be rejected.

8.0 CUTTING

Cutting may be affected by shearing, flame cutting or sawing. The surface so cut shall be clean, smooth, square and free from any distortion.

9.0 HOLES

- (i) Holes for bolts shall be drilled using jigs provided with hardened steel bushes and shall not be punched or formed by flame cuttings process. All drill burns shall be completely removed. Drilling of holes shall be done before galvanizing.
- (ii) Holes on both sides of the bend line in a bent member shall be drilled after bending. The relative position of these holes shall be checked using proper templates.
- (iii) Holes shall be circular and of a diameter 1.5 mm more than the dia. of the bolt.
- (iv) Holes shall be drilled at right angles to the surface of the plates or angles, unless otherwise specified.
- (v) The accuracy of location of hole shall be such that for any group when assembled they shall admit the bolt at right angles to the plane of the connection.
- (vi) Spacing of bolts and edge distances shall be in accordance with IS 800-1984.
- (vii) Butting ends of main leg members shall be cut with saw. Flame cutting or shearing shall not be permitted.

10.0 TOLERANCES

Fabrication tolerance shall not exceed those specified in IS 7215-1974 as applicable to group "B" structure.

11.0 GALVANIZING

11.1 Hot dip galvanizing protects steel from corrosion by providing a thick, tough metallic zinc coating, which completely covers the steel surface and seals it from the corrosive action of its environment. The galvanized coating provides outstanding abrasion resistance. Where there is damage or minor discontinuity in the coating of zinc, protection of the steel is maintained by the cathodic action of the surrounding galvanized coating. Metallic zinc is strongly resistant to the corrosive action of normal environments and hot dip galvanized coatings therefore provide long-term protection for steel.

11.2 Zinc for galvanizing should conform to IS 13229-1991.

11.3 All members and fasteners of Tower member/ bolts are to be hot dip galvanized. Galvanizing of members of the tower shall conform to IS 4759 and 2629. Bolts and other fasteners shall be galvanized in accordance with IS 1367 (part 13). The total mass of galvanizing coating shall not be less than 610gm/sqm (i.e.85 micron) thickness.

12.0 PAINTING

Painting of galvanized steel towers is required to give additional protection and to give 'Day warning' as per additional protection and civil aviation specifications. Painting shall be done

by specialized agencies only and all safety precautions shall be taken in accordance with the safety code for erection of steel tower.

12.1 COASTAL AREA

All steel galvanized sections like L angles, flats, tubular sections, bolts and nuts etc. shall be given a coat of ETCH primer. Zinc Chromate primer shall be applied over ETCH primer. Synthetic enamel paint of two or more coat thickness shall be applied over the above.

12.2 NON COASTAL AREA:

In the non-coastal area Zinc Chromate may be applied instead of zinc phosphate painting shall be done in accordance with IS 1477 Part I & II. Priming coat of zinc Chromate/phosphate shall conform to IS 104.

12.3 CLEANING

Dust, grease and rust on galvanized tower members namely angles, tees, plates railing, ladders, racks etc. shall be removed by wire brushing and cleaned with a piece of cloth.

12.4 APPLICATION OF ETCH PRIMER

After cleaning the tower members a first coat of an etch primer has to be applied to the tower structure members. The etch primer consists of polyvinyl butyl phosphoric acid catalyst and zinc chromate base and are supplied separately. They should be mixed before use in specified ratio of four parts base to one part catalyst or as specified by the manufacturer. The primer is to be applied uniformly to get a very thin and almost invisible coat and every part of the tower structure should be treated with this primer. Subsequent painting of the zinc chromate primer should be commenced within two hours of application of the primer. The etch primer once mixed should be used up immediately.

12.5 APPLICATION OF PAINT

After 48 hours of application of primer, the first coat of the paint should be applied carefully, well brushed into the surface, corners, crevices etc. should be uniform and even. The second coat of paint should be applied 48 hours after the application of the first coat. Care should be taken to see that the painting is not carried out at the hottest time of the day and air pockets should be avoided.

12.6 SPECIAL REMARKS

(i) The painting shall be done carefully so that all corners and crevices of the mast receive the paint and no base surface is left exposed anywhere. Special care is to be taken in applying paint at the place where galvanized coating has got removed.

(ii) No driers such as Litharge or Turpentine are to be used. The practice of mixing kerosene oil with paint is strictly forbidden.

(iii) The primer and the paints used should be got approved prior to their use.

(iv) The painting shall conform to civil aviation guideline.

12.7 PAINTS

Paints shall be synthetic enamel of the best quality and anticorrosive and withstand exposures to outside conditions. They should be of standard quality equivalent to synthetic enamel paint of Shalimar or Berger paints or Asian paints.

12.8 ORANGE AND WHITE BANDS (DAY MARKINGS)

To conform to Civil Aviation regulations the towers shall be painted in alternate bands of international orange and international white, terminating with orange at top and the bottom, Height of each band should be not exceed 6 metres and should not be less than 0.5 mt. The correct shade for the international orange corresponds to ISI shade 592 as given in the Indian Standard Institution Publication-colours for ready mixed paint, IS: 1755, IS: 2732-1964.

13.0 RECTIFICATION / REPAIRS TO DAMAGED PARTS

13.1 Damaged components of the steel work should be rectified as per directions of the Engineer-in-charge minor damages to the galvanizing shall be made good by cleaning the damaged portion free of all rust and applying a zinc rich paste to the same thickness as the original coat of galvanizing.

13.2 Members of components, which are dented, bent or twisted in transit or by handling during erection shall not be used on work but shall be replaced as directed by the Engineer-in-Charge.

14.0 ERECTION

(i) It shall be ensured that structural components with correct markings as indicated in drawings are used in correct position.

(ii) At the base connections the foundation bolts shall be located correctly using templates and grouted ensuring that all templates are in one horizontal plane. After erection of the first panel, its verticality shall be checked and corrected if necessary.

(iii) Further erection work shall proceed panel-by-panel, bolts and nuts shall be finally tightened up to the torque specified using torque wrenches. Verticality of the tower shall be checked after complete erection of each panel. Each panel shall be completed in all respects and shall have the approval of the Engineer-in-charge before proceeding to the next panel.

(iv) If a panel is to be left incomplete, it shall be ensured if necessary by erection of temporary bracings that all the members erected form a stable configuration, sufficient to withstand dead and wind loads.

(v) The joint shall be made by drawing the light members into position with barrel drifts. Drifts may be used on the heavier members only to secure them in correct position. No member shall be force fitted. Any error in steel work, which prevents the assembly and fitting up to the parts by the proper use of drifts, shall be investigated immediately. If any defect or deficiency in the member comes to notice, the same shall be rectified as per directions of the Engineer-in-Charge.

(vi) Packing plates shall be provided at the joints as shown on approved drawings in order to make up the change in the thickness of the parts jointed. No other packing plates shall be used.

(vii) Hot dip galvanized bolts and nuts and washers of grade 5.6 shall be provided in all connections involving leg member's main diagonals as well as horizontal through inter section of the main diagonals in k brace, panels and plain bracings

(viii) Hot dip galvanized contact surfaces of joints providing with hot dip galvanized bolts nuts and washers shall be free of oil, paint and lacquer or other coatings and shall be scored by wire brushing or light blasting after galvanization and prior to assembly.

(ix) Bolts used for connections shall not be less than 12mm dia. And the length shall be such that not more than half of the pitch of the thread lies inside the grip length. The threaded portion of the bolt shall protrude by not less than 3mm beyond the lock nut after it has been fully tightened.

(x) Bolts and nuts shall be tightened by using the part turn method. The nut shall be brought to the snug, tight position after which it will be given a further half to one turn depending upon the length of the bolt. In joints with several fasteners all the nuts bolts shall be brought to the snug tight position, before tightening further systematically. The nut rotation from snug tight condition is given in the table below:

NUT ROTATION FROM SNUG TIGHT CONDITION

Bolt length (as measured from underside of head to extreme end of point)	Bolts faces Normal to bolt axis.	One face normal To bolt axis & other face sloped not more than 1:20 (bevel washer not used)	Bolt faces slope not more than 1:20 from normal to bolt axis (bevel washers not used).
Upto including 4 dia.	1/3turn	1/2 turn	2/3 turn
Over 4 dia. But not exceeding 8 dia.	1/2 turn	2/3 turn	5/6 turn
Over 8 dia. But not exceeding 12 dia.	2/3 turn	5/6 turn	1 turn.

(xi) Alternatively, nuts may be tightened using a calibrated wrench so that the proof load of the bolt specified in IS 1367 is achieved “snug tight is defined as the tightness attained by a few impacts of an impact wrench or the full effort of a man using an ordinary spud wrench. Following this initial operation, bolts shall be placed in remaining holes in the connection and brought to snug tight position”.

14.1 VERTICALITY TOLERANCES

The verticality of towers of different heights shall be within the provisions of Table-1(III)(b) of IS:12843:1989, viz. + H / 1000 or +/- 20 mm (whichever is less) and H/1500 or +/- 25 mm (whichever is less) for towers up to and including 30M height and over 30M height respectively. (H refers to the height of tower).

14.2 WORKING PLATFORM AND LADDER

A set of 3 (three) platform with railing as per the drawing shall be provided at height of 34M, 36.4M and 38.8M respectively. A resting platform shall also be provided at a height of 20M from the ground level as per the details provided in the specifications. A ladder up to the top most platform inside the tower and cable tray assembly shall also be provided as per the specifications attached.

A working platform with railings is provided at a height from where erection and maintenance of Antenna, Aviation lamps, Lightening arrester etc. can be done easily. A ladder from rooftop up to top of platform at tower is provided with safety rings. Width of ladder shall be minimum 300 mm and safety ring of 750 mm shall be provided. Entry from ladder up to top of platform shall be such that no extra efforts will require to reach at the platform. Width of platform should be minimum 600mm.

15.0 WAVE GUIDE

A tray of galvanized m.s. angle and flats of 600 mm width shall be provided as wave-guide to carry the feeder cables from Antenna fixed at top of tower up to the BTS. This shall not bend sharply at right angles at turning point to avoid damage to running feeder cables.

Waveguide is provided in towers to carry the feeder cables from Antenna fixed at top of tower up to Transmission room. It is a tray of galvanized M.S. angles and Flats of 600mm width.

(a) Wave guide should enter straight into the termination at last length.

(b) Precaution should be taken to avoid twisting of the wave-guide while tightening the nut of the termination flange.

(c) Twisting can be permissible by an amount of 1 over 5 meters of wave guide length.

(d) Bend in the wave-guide should be less than 2M diameters.

(e) Wave-guide should be clamped suitably at all the stages on wave-guide rack and at proper places at approx. every 2 meters length in bend portion.

16.0 MEASUREMENTS

- 16.1 Unless otherwise specified, for new members required for erection, the payment shall be made on weight basis. The weight shall be calculated as under.
- 16.2 The weight of all the structural members including tees, angles, channels, flats, rods, bars, tubes, gusset plates, splice plates, chequered plates, cleats, brackets, antenna, holding pipes, lightening arrester pipe etc. shall be measured as given below.
- 16.3 The weight of nuts & bolts, washers, packing pieces etc. shall not be measured for payment purposes.
- 16.4 The actual dimensions (length & width) of the members shall be measured in running meters correct to a centimetre and the thickness shall be measured correct to a millimetre.
- 16.5 For calculation of weight, the coefficients as given in the standard tables of BIS codes shall be followed.

- 16.6 In case the coefficients are not available in BIS Codes, than the coefficient available in other standard tables shall be followed.
- 16.7 In case the coefficients are neither available in BIS Codes nor in other standards, than the coefficients shall be derived based on actual weight taken at site.
- 16.8 In case none of the above is possible, the actual weight shall be measured at site before erection.
- 16.9 No deductions shall be made for rivet or bolt holes made as per drawings and no additions shall be made in weight due to galvanizing of the members.
- 16.10 If actual weight measured at site, is less than the weight as per BIS codes/ other standards, then the actual weight shall be measured.

17.0 PROTECTION OF LIFE, PROPERTY AND EXISTING FACILITIES:

- 17.1 The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works, and for keeping the construction site in a reasonable safe condition. The Contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- 17.2 In this connection, the attention of the contractors are drawn to the safety measures and precautions including code of conduct while safely carrying out the work and also detailed Engineering Instructions enumerated in this tender document.
- 17.3 The contractor shall be solely liable for all expenses for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and over-ground structures or other properties and undertake to indemnify and keep indemnified the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in condition therewith and / or incidental thereto.
- 17.4 The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal or property damages resulting there from.

18.0 INSURANCE

Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensation insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to and/or incidental to the same.

19.0 INDEMNITIES:

- 19.1 The contractor shall all the times hold the BSNL harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and descriptions brought or procured against BSNL, its officers, and employees and forthwith upon demand and without protest or demur to pay the BSNL any or all losses and

damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractor's obligation or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s) including employee(s) of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequences of any claims, demand and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contract.

- 19.2 The contractor shall at his own cost at the BSNL request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.
- 20.0** The work shall be executed as per programme approved by the Engineer-in-charge of the work. No claim whatsoever will be entertained on this account.
- 21.0** 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.
- 22.0** Some restrictions may be imposed by the security staff 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.
- 23.0** 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.
- 24.0** 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.
- 25.0** The contractor shall maintain in good condition all work during execution till completion of entire work allotted to him.
- 26.0** The contractor shall cause the site to be cleared thoroughly of rubbish, scaffolding materials etc. before the actual date of completion of the work as well as time to time as per directions of the Engineer-in-charge of the work.
- 27.0** The contractor shall make his own arrangement for obtaining electrical connection, if required and make necessary payments directly to the department concerned.
- 28.0** The contractor shall be responsible to arrange at his own cost all necessary tools and plants required for execution of the work.

- 29.0** The rate of all items of work, shall, unless clearly specified otherwise, include cost of all labour, material and other incidental inputs involved which are essential to complete the work as per entire satisfaction of the Engineer-in-Charge.
- 30.0** For the purpose of recording measurement for preparing running account bills, the abbreviated nomenclature indicated in the standard schedule of rates relevant to the contract may be adopted. The abbreviated nomenclature shall be taken to cover all the materials and preparations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.
- 31.0** In case of items for which abbreviated nomenclature is not available in the standard relevant schedule of rates and also in the case of extra and substituted items of work for which abbreviated nomenclature is not provided in the agreement the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bills.
- 32.0** Whenever any reference to any Indian standard specifications occurs in the documents relating to this contract the same shall be inclusive of all amendments issued thereto if any, up to the date of receipt of the tender.
- 33.0** The contractor shall take instruction from the Engineer-in-Charge regarding collection and stacking of materials at any place.
- 34.0** The site of work should be seen by the tenderer before quoting his rates with respect to approaches to the site and conditions of the same. If any approach road from main road is required at the site or existing approach is to be improved and maintained, for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.
- 35.0** If as per municipal rules the huts for labourers are not to be erected at the site of work by the contractor, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.
- 36.0** 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. Any damage done by the contractor to any existing work during the course of execution of the work awarded to him shall be made good by him at his own cost.

SCHEDULE OF QUANTITIES					
Name of work : Periodic Maintenance of 40 m NBLW Tower at Satarda, Tal Sawantwadi and 60 m 4 legged tower at Vengurla, Tal Vengurla in Sindhudurg District.					
SI No	Description of Item	Qty	Unit	Rate	Amount
1	Painting of Ground Based self-supporting tower with following activities and as per directions of Engineer-in-charge. The rate is inclusive of painting of all tower materials including platform, antenna mount, ladder, vertical and horizontal tray, post etc. and will have to get insurance premium of all the workers employed by him on painting.				
	a) Scrapping of old painted surface				
	b) one coat of Etch Primer and one coat of Zinc Chromate Yellow primer				
	c) two coats of synthetic enamel paint of approved brand and manufacture as per international Civil aviation rules (International white & orange)				
	1) 40 m NBLW Tower	1.00	One Job		
	2) 60 m 4-legged Mobile Tower	1.00	One Job		
2	Supplying deficient tower materials at site. The material required for tower, ladder, wave guide rack, antenna fixtures, pipe stand for lightening arrester, nuts, bolts, etc. as required shall be provided as per drawings/actual requirement at site, in required lengths including drilling holes for bolts etc. in exact conformity with the approved drawings and as per the direction of Engineer-in-charge.				
	NOTES:				
	1. All tower materials shall be hot dipped galvanized. The tower materials, fabrication and galvanizing shall be as per relevant BIS and SERC specifications.				
	2. Measurements: Weight of individual member shall be worked out on the basis of linear measurements and standard coefficients. Nuts, bolts and washers shall be measured for payment.	250.00	Kg		
3	Providing and fixing lead strips of size 50X50X1 mm at joints of GI earthing strips as per direction of Engineer In Charge.	16.00	Each		
4	Providing and fixing copper Lightening arrester of 1500mm length, 25mm dia, hollow tube and of wall thickness not less than 1.60 mm including tinning the bottom portion of the spike for a length of not less than 150mm and connecting to the G.I. strip of size 50 x 3mm of earthing by means of clamps and 2nos 10mm dia brass bolts and nuts all complete as directed by the Engineer-in-charge. The lightening spike shall be fixed to the tower with Teflon sheetto avoid direct contact with the tower.	2.00	One Job		
5	Providing and fixing LED aviation obstruction lamp (with 55 LED Bulbs) of Saraj, Binoy, Aviads, Litten or equivalent make with light dependent resistance sensor (day and night automatic timer) with necessary MS brackets and MCB switches, clamps etc., complete, all as per directions of Engineer-in-charge.	3.00	One Job		

6	Supplying & laying of 2x1.5 Sqmm armoured copper conductor Cable "Armoured ISI PVC Insulated & sheathed cable" of approved quality and brand including copper terminations/ Lugs etc. all complete as per directions of Engineer- in-charge. Sheath earthing for the armoured cable shall be done at minimum of two points on the tower as per the standards specified.	120.00	One Met re		
7	Supplying fixing hot deep galvanised GI flats, plates, nut bolts for tower earthing complete , as per direction of Engineer in Charge.	243.00	Kg		
8	Supplying fitter/Blacksmith for dismantling rusted GI Nut bolts, by cutting with cutting tools and fixing new hot deep galvanised GI Nut bolts. (Supplying of hot deep galvanised nut bolts will be paid seperately) (Approximately 20 % Nut Bolts are to be dismantled by cutting)				
	1) 40 m NBLW Tower	1.00	One Job		
	2) 60 m 4-legged Mobile Tower	1.00	One Job		
9	Checking and Tightening of nuts to required torque of four legged 40 meter high Ground Based tower weighing upto 10.00 MT of all components which include antenna fixtures, carrier and fastenings, gantry, cable feeder rack, resting and working platforms with hand rails, wave guide rack, wave guide rack support, ladders etc., including fixing all missing galvanized bolts, nuts and spring washers, etc all complete as per approved drawing in all respect as per the directions of the Engineer-in-charge. (Note: Rate includes cost of all operations involved in tightening of nuts, hoisting and fixing missing nuts and bolts, including hire charges of tools, plants and machineries, insurance premium of labourers, etc and nothing extra will be paid. The contractor has to supply insurance coverage certificate of workers. (Cost of missing nuts, bolts, spring and plain washers etc supplied shall be paid for Seperately.)				
	1) 40 m NBLW Tower	1.00	One Job		
	2) 60 m 4-legged Mobile Tower	1.00	One Job		
				Tot al Rs.	

Contractor

Executive Engineer (civil)