



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

NAME OF THE WORK : Maintenance of qtr. no. B/4 type-IV in Telecom colony Kadma at Jamshedpur (Jamshedpur -BA)

NIT No. 10/NIT/EE(C)/CDJ/2022-23 (2nd call)

Dated: 26.08.2023

Issued to:

Signature of Officer issuing the documents:

Designation: Sub Divisional Engineer (Civil) BSNL Civil Sub Division-II, Jamshedpur

Date of issue :

Cost of the tender document: Rs.177/- (Rupees One Hundred Seventy seven only)
(Non-refundable)

**This Tender document contains 01 to101 pages
(Pages One to One Hundred Pages)**

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Sub Divisional Engineer(C)
BSNL Civil Sub Division -II
Jamshedpur

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**Sub Divisional Engineer(C)
BSNL Civil Sub Division -II
Jamshedpur**

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

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

1. The tenderer should see carefully and ensure that the **complete tender document** including schedule of quantity as **per the index** given on **page '2'** has been down loaded and there are **01 to101** pages in all in the tender document.
2. **The printout of tender document should be taken on A4 size paper only and the printer settings etc are such that document is printed as appearing in the web and there is no change in formatting, number of pages etc.**
3. The tenderer should ensure that **no page** in the down loaded tender document is **missing**.
4. The tenderer should ensure that all pages in the down loaded tender document are legible **and clear and** are printed on a good quality paper.
5. The tenderer should ensure that **every page** of the downloaded tender document is **signed by tenderer with stamp (seal)**.
6. On **Page 2 (Index page)** of the down loaded tender document, the tenderer should fill the name of the tenderer.
7. The tenderer should ensure that the down loaded tender document is **properly bound and wax sealed** before submitting the same.
8. The loose / spiral bound tenders not properly sealed shall be rejected out-rightly.
9. In case of any correction / addition / alteration / omission in the tender document, it shall be treated as non-responsive and shall be rejected.
10. The tenderer shall furnish a declaration to this effect that no addition / deletion / corrections have been made in the tender document submitted and it is identical to the tender document appearing on Web site.
11. The tenderer should read carefully and **sign the declaration** given on the next page before submitting the tender.
12. The **cost of tender (if not paid earlier)** should be submitted along with the EMD as detailed in NIT.
13. In case of any doubt in the down loaded tender, the same should be got clarified from the office of the **Sub Divisional engineer (Civil), BSNL Civil Sub Division, Jamshedpur** before submitting the tender.

Contractor

Sub Divisional Engineer (Civil)
BSNL Civil Sub Division –II Jamshedpur
For & behalf of
BHARAT SANCHAR NIGAM LIMITED

TENDER APPLICATION FORM

To

The Sub Divisional Engineer (C),
BSNL Civil Sub Division -II
Jamshedpur

Subject:- **Maintenance of qtr. no. B/4 type-IV in Telecom colony Kadma at Jamshedpur (Jamshedpur -BA)**

NIT No. 10/NIT/EE(C)/CDJ/2022-23 (2nd call)

Dated: 26.08.2023

Sir,
I / We am / are registered with ----- (Name of the Department) as
Class-..... Contractor / contractors as per details given below:-

Name of Department	Name of Registration authority	Class of Registration	Type of Registration Building / Road / track other.	Validity up to	Tender limit	Work Jurisdiction of enlistment	Enlistment No. & Date.

- 1) I / We shall inform BSNL myself / ourselves, as soon as my / our registration is cancelled / revoked or there is any change in status / partnership / address etc. in my registration.
- 2) The attested copy of partnership deed & GST Registration are enclosed.
- 3) I / we will produce the original documents of all the attested copies submitted herewith, whenever required by the department.
- 4) I Son / Daughter of resident of hereby certify that none of my / our relative(s), as defined in para-14 of BSNLW-6, is/are employed in BSNL Civil Jharkhand zone. In case at any stage, it is found that information given by me/us is false/incorrect, BSNL shall have absolute liberty to take any decision as deemed fit without prior intimation to me/us. [In case it is not so then give full details indicating name, post, place of posting and Relation with the tenderer/applicant].
- 5) I / We request that permission may be granted to me / us for the purchase of tender document for the work of

**Signatures of the authorized Applicant and
Seal of Applicant**

(For contractors who have downloaded the documents)

This Application form duly filled-in is submitted in envelope "1" to enable you to satisfy about my / our eligibility for opening of my / our Earnest money / Tender documents, envelopes.

I / we am / are enclosing the declaration (Annexure – I) attested copies of enlistment certificate, partnership deed, pan card and work experience Certificates.

Enclosures:

1. Declaration (Annexure - I)
2. Attested Copy of enlistment certificate.
3. Attested copy of Partnership deed.
4. Attested Photocopy of PAN Card.
5. Attested copy of work experience.
6. Attested Valid GST registration.

Yours faithfully

Signatures and name of the Contractor

Dated : -

Address : -.....

Telephone No : -.....

E-mail Address : -.....

Important directions for applicants: -

- i. No space should be left blank.
- ii. All listed enclosures listed above must be enclosed.

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

It is to certify that:

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

Dated

(CONTRACTOR)

(SIGN WITH SEAL)

ADDRESS:

PHONE NOS.:

Mobile



(A Govt. of India Enterprise)
O/O the SUB DIVISIONAL ENGINEER (C), BSNL CIVIL SUB DIVISION -II, JAMSHEDPUR

NOTICE INVITING TENDER TO BE DISPLAYED ON NOTICE BOARD

NIT No. 10/NIT/EE(C)/CDJ/2022-23 (2nd call)

Date: - 26.08.2023

The Sub Divisional Engineer (Civil), BSNL Civil Sub Division-II, Ground floor, Civil & Electrical Building, TE Campus, Sidhgora, Jamshedpur invites sealed item rate tender on behalf of Bharat Sanchar Nigam Limited (A Govt. of India Enterprise), from approved and eligible contractors of D.O.T / BSNL and contractors registered with other Public Works Organizations like CPWD, Jharkhand state PWD (B&R), DOP, MES and Railways for the following work. In case of Non – BSNL Contractors, registered with any of the above said departments, only those contractors are allowed who have been authorized to tender in Jharkhand state by their enlisting authority:-

Sl. No.	Name of work	Estimated cost in Rs.	Earnest Money in Rs.	Time allowed for completion
1.	Maintenance of qtr. no. B/4 type-IV in Telecom colony Kadma at Jamshedpur (Jamshedpur -BA) NIT no. : 10/NIT/EE(C)/CDJ/2022-23 (2nd call)	43888/-	878/-	01 (One) Month

1. **ISSUE OF TENDER**

- I. Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority.
 - II. The intending contractors should have GST registration from concerned authority
2. Agreement shall be drawn with the successful tenderer on prescribed Form No. BSNLW-7/8 which is available as a BSNL Publication/BSNL Web site www.jharkhand.bsnl.co.in/tendercivil.php. Tenderer shall quote his rates as per various terms and conditions of the said form, (In case "Tender Documents" are downloaded from BSNL Website in which rates/percentage are to be quoted should be properly bound and sealed) which will form part of the agreement.
3. The time allowed for carrying out the work will be **01 (One) Month** from the 7th days after the date of issue of letter or award of work or from the first day of handing over of site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
4. The site for the work is available. Yes
- OR**
- ~~The site for the work shall be made available in parts as specified below: -~~
5. The last date of receipt of applications for issue of tender forms in prescribed format(can also be downloaded from BSNL Website www.jharkhand.bsnl.co.in/tendercivil.php and date of issue of tender forms will be as follows:-
- i. ___ Last date of receipt of application: - **01.09.2023 up to 16.00 hours.**
 - ii. ___ Last date of issue of tender forms: - **02.09.2023 up to 16.00 hours.**
6. Tender documents consisting of drawings, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL website www.jharkhand.bsnl.co.in/tendercivil.php or may be seen in the office of the Sub Divisional Engineer (Civil), BSNL Civil Sub Division-II Civil & Electrical Building, TE Campus, Sidhgora, Jamshedpur between **11.00 hours & 16.00 hours** from dated **26.08.2023 to dated 04.09.2023** every day except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of the following: -
- (i) **Rs. 177/- (Rupees One hundred Seventy seven) only** including GST (as applicable) as cost of tender (Non refundable) only in cash or demand Drafts / Pay orders of scheduled Bank drawn in favour of **Accounts officer (Cash), O/o the GMTD, BSNL Jamshedpur payable at Jamshedpur.**

- (ii) The tender shall be accompanied by **Earnest Money of Rs.878/- (Rupees Eight hundred Seventy eight)** in Cash (up to Rs. 2500/- only) / 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 **Accounts officer (Cash), O/o the GMTD, BSNL Jamshedpur payable at Jamshedpur** When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakhs) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.
- (iii) The tenderer should have valid work experience certificate issued by Executive Engineer or Equivalent Rank and the self attested copy of the same shall be submitted in support of his credential of experience.

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

7. Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be received by the office of the Sub Divisional Engineer (Civil), BSNL Civil Sub Division –II **Civil & Electrical Building, TE Campus, Sidhgora, Jamshedpur 15.00 Hrs. on dated 04.09.2023 and will be opened by him or his authorized representative in his office on the same day at 15.30 Hrs.** After opening the main envelope 3, the envelope 1 containing the Earnest Money along with the cost of the tender as applicable and eligibility credentials shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers, whose Earnest Money, Cost of Tender and eligibility credentials are found in order. The unopened tenders shall be returned to the tenderer after the final decision on the tender is reached.

8. The description of the work is as follows: **Maintenance of qtr. no. B/4 type-IV in Telecom colony Kadma at Jamshedpur (Jamshedpur -BA)**

9. 9.0 **Submission of Tender:**

Tender shall be submitted in following manner:-

- 9.1 In case the tender document is downloaded from BSNL website
- 9.1.1 Earnest money plus cost of tender and eligibility credentials" shall be placed in sealed envelope -1. marked "Earnest Money plus cost of tender and eligibility credentials".
- 9.1.2 The "Tender" shall be placed in sealed envelope-2 and will be superscripted as "Tender".
- 9.1.3 The sealed envelope no. 1 & 2 as above containing "Earnest money plus cost of tender, Eligibility Credentials", and the "Tender" shall be placed in another sealed envelope-3.
- 9.1.4 All the three envelopes shall be superscripted with following data on it.
- (i) Name of work.
- (ii) Name of the Tenderer
- (iii) Last date of receipt of tender.
- 9.2 In case Tender document is purchased from **Division office**
- 9.2.1 Earnest Money Deposit in required format or proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1.
- 9.2.2 Envelope no. 2 will be as per Para 9.1.2.
- 9.2.3 The sealed envelopes 1 & 2 shall be placed in another sealed envelope no. 3.
- 9.2.4 Same as 9.1.4

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

- 9.3 The tender in which rates / percentage are to be quoted should be properly bound and sealed (**wax sealed /adhesive tape sealed**). Loose / Spiral bound submission (in case the tender is downloaded from website) shall be rejected out rightly. In case of any correction/ addition/ alteration/ omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.

- 10.0 **INSTRUCTIONS FOR TENDERERS USING DOWNLOADED TENDER DOCUMENT FROM WEB:**
The downloaded 'Tender Documents' in which rates are quoted should be properly bound and wax sealed / Adhesive tape sealed. Loose/spiral bound submission shall be rejected out rightly (In case of any correction / additional / alteration / omission in the tender documents shall be treated as non – responsive and shall be rejected). Every page of downloaded tender shall be signed by tenderer with stamp (seal). The tenderer shall furnish a declaration to this effect that no additional / deletion / correction have made in the tender document submitted and it is identical to the tender documents appearing on **Website**.
- 11.0 Tender shall neither be issued by post nor the same be received by post.
- 12.0 Further conditions of Notice Inviting Tender i.e. BSNL W-6 and General Conditions of contract for works in Bharat Sanchar Nigam Limited available on website www.jharkhand.bsnl.co.in/tendercivil.php as well as in the Division/Sub-Division offices may also be seen before applying for the work. If there happens to be holiday on any dates mentioned above, transaction will be done on next working day.
- 13.0 No Running account bill shall be paid for the work till registration with EPFO is submitted by the contractor to the Engineer-in-Charge.

S/d

**Sub Divisional Engineer (Civil)
BSNL Civil Sub Division –II Jamshedpur**

No: 04/NIT/CSD/JSR/2022-23/ 37

Date: 26.08.2023

Copy to:

1. The General Manager, BSNL Jamshedpur - BA.
2. The Superintending Engineer (Civil), BSNL Civil Circle, Ranchi.
3. The Executive Engineer (C), BSNL Civil Division, Jamshedpur at Dhanbad
4. The Executive Engineer (C), BSNL Civil Division Ranchi.
5. The SDE (C), BSNL Civil Sub Division- Ranchi/Dhanbad.
6. The Accounts Officer(Cash), O/o GMTD, BSNL ,Jamshedpur - BA
7. The Accounts Officer(C), O/o Sr.CE@, Jharkhand Civil Zone Ranchi.
8. Notice Board / Spare Copy.
9. Website www.jharkhand.bsnl.co.in

S/d

**Sub Divisional Engineer (Civil)
BSNL Civil Sub Division –II Jamshedpur**

(A Government of India Enterprise)
**OFFICE OF THE SUB DIVISIONAL ENGINEER (CIVIL)
BSNL CIVIL SUB DIVISION –II JAMSHEDPUR
NOTICE INVITING TENDER**

NIT No: 10/NIT/EE(C)/CDJ/2022-23 (2nd call)

Date: -26.08.2023

The Sub Divisional Engineer (Civil), BSNL Civil Sub Division-II Ground floor, Civil & Electrical Building, TE Campus, Sidhgora , Jamshedpur invites sealed item rate tender on behalf of Bharat Sanchar Nigam Limited (A Govt. of India Enterprise), from approved and eligible contractors of D.O.T / BSNL and contractors registered with other Public Works Organizations like CPWD, Jharkhand state PWD (B&R), DOP, MES and Railways for the following work. In case of Non – BSNL Contractors, registered with any of the above said departments, only those contractors are allowed who have been authorized to tender in Jharkhand state by their enlisting authority:- **“Maintenance of qtr. no. B/4 type-IV in Telecom colony Kadma at Jamshedpur (Jamshedpur -BA) ”**

- 1.0 The work is estimated to Cost **RS. 43888/-** (Rupees Forty three thousand Eight hundred Eighty eight) only.
- I. Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority.
- II. The intending contractors should have GST registration from concerned authority
- 2.0 Agreement shall be drawn with the successful tenderer on prescribed Form No. BSNLW-7/8 which is available at BSNL Publication/BSNL Web site www.jharkhand.bsnl.co.in/tendercivil.php. Tenderer shall quote his rates as per various terms and conditions of the said form, (In case "Tender Documents" are downloaded from BSNL Website in which rates/percentage are to be quoted should be properly bound and sealed) which will form part of the agreement.
- 3.0 The time allowed for carrying out the work will be **01 (One) Month** from the **7th days** after the date of issue of letter of award of work or from the first day of handing over of site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
- 4.0 The site for the work is available. Yes
OR
~~The site for the work shall be made available in parts as specified below: -~~
- 5.0 The last date of receipt of applications for issue of tender forms (in prescribed format / can also be down loaded from BSNL website www.jharkhand.bsnl.co.in/tendercivil.php and date of issue of tender forms will be as follows :
- i) Last date of receipt of application **01.09.2023 up to 16.00 hours.**
- ii) Last date of issue of tender forms **02.09.2023 up to 16.00 hours.**
- 6.0 Tender documents consisting of drawings, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL website www.jharkhand.bsnl.co.in/tendercivil.php or may be seen in the office of the Sub Divisional Engineer (Civil), BSNL Civil Sub Division-II Civil & Electrical Building, TE Campus, Sidhgora , Jamshedpur between **11.00 hours. & 16.00 hours from dated 26.08.2023 to dated 04.09.2023** every day except on Sundays, Second Saturday of the month and Public Holidays. Tender documents excluding standard form will be issued from his office during the hours specified above on payment of the following: -

- (i) **Rs. 177/- (Rupees One Hundred and Seventy seven only)** only including GST (as applicable) as cost of tender (Non refundable) only in cash or demand Drafts / Pay orders of scheduled Bank drawn in favour of Accounts officer (Cash), O/o the GMTD, BSNL, Jamshedpur payable at Jamshedpur.
- (ii) **The tender shall be accompanied by Earnest Money of Rs.878/- (Rupees Eight hundred Seventy eight) only** in Cash (up to Rs. 2500/- only)/ 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 **Accounts officer (Cash), O/o the GMTD, BSNL Jamshedpur, payable at Jamshedpur** When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakhs) or Rs. 25 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.

7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be **received** by the Sub Divisional Engineer (C), BSNL Civil Sub Division –II Jamshedpur **up to 15:00 Hrs. on dated 04.09.2023** and will be **opened** by him or his authorized representative in his office on the same day at 15:30 Hrs. After opening the main envelope 3, the envelope 1 containing the Earnest Money along with the cost of the tender as applicable and eligibility credentials shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers whose Earnest Money, Cost of Tender and eligibility credentials are found in order. The unopened tenders shall be returned to the tenderer after the final decision on the tender is reached.

8.0 The description of the work is as follows: - **“Maintenance of qtr. no. B/4 type-IV in Telecom colony Kadma at Jamshedpur (Jamshedpur -BA) .”**

9.0 **Submission of Tender:**

Tender shall be submitted in following manner:-

9.1 In case the tender document is downloaded from BSNL website

9.1.1 “Earnest money plus cost of tender and eligibility credentials” shall be placed in sealed envelope-1. Marked “Earnest Money plus cost of tender and eligibility credentials”.

9.1.2 The “Tender” shall be placed in sealed envelope-2 and will be superscripted as “Tender”.

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

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

- (i) Name of work.
- (ii) Name of the Tenderer
- (iii) Last date of receipt of tender.

9.2 In case Tender document is purchased from Division office

9.2.1 **Earnest Money Deposit in required format or proof of payment of EMD** and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1.

9.2.2 Envelope no. 2 will be as per Para 9.1.2.

9.2.3 The sealed envelopes 1 & 2 shall be placed in another sealed envelope no. 3.

9.2.4 Same as 9.1.4

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

9.3 The tender in which rates/ percentage are to be quoted should be properly bound and sealed (**wax sealed/adhesive tape sealed**). Loose/ Spiral bound submission (in case the tender is downloaded from website) shall be rejected out rightly. In case of any correction/ addition/ alteration/ omission in tender

document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.

- 9.4 Every page of tender shall be signed by tenderer with stamp (seal). In case of downloaded tender document from website the tenderer shall furnish a declaration to the effect that no additional / deletion / correction have made in the tender document submitted and it is identical to the tender documents appearing on **Website**.
- 10.0 Tender shall neither be issued by post nor shall the same be received by post.
- 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.
- 11.1 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/they inspects/inspect 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/their own cost all materials tools & plants, water, electricity, access facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he/they has/have 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 plants, etc. will be issued to him/them by the BSNL and local conditions and other factors having a bearing on the execution of the work.
- 12.0 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.
- 13.0 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.
- 14.0 The competent authority on behalf of **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.
- 15.0 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his/their near relative (s) (directly recruited or on deputation in BSNL) is / are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is / are defined as:
- (i) Member of Hindu Undivided family (HUF).
 - (ii) They are Husband and Wife.
 - (iii) The one is related to other in the manner as father, mother, son(s) & 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 / their such near relative (s) as defined above is / are working in the concerned BSNL Civil Zone where he/they is going to apply for tender / work. The format of the certificate is as under :

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

The certificate in case of Proprietorship Firm shall be given by the proprietor; for Partnership Firm certificate shall be given by all partners and in case of Limited Company, by all Directors of the company. However, Government of India / Financial Institutions nominees and independent non-official part-time Directors

appointed by Govt. of India or the Governor of the State are excluded from the purview of submission of this certificate while submitting tenders by Limited Companies.

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

- 16.0 No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India / State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India / State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
- 17.0 The tender for the work shall remain open for acceptance for a period of 30 **days** from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance / intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid and **to forfeit the whole of the Earnest Money if the tenderer fails to submit the Performance Guarantee**. In the event the tenderer whose tender is accepted and the award letter issued after the receipt of Performance Guarantee, fails to commence the work "along with change in scope, if any" in the prescribed time or abandons work before its completion, **the Government shall without prejudice to any other right or remedy be at liberty to forfeit the whole of the Earnest Money and Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of BSNL**.
- 18.0 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.
- 19.0 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 with Correction slip 2, 3, 4, 5 & 6 in the Tender Notice for Civil Wing Tenders at the web site www.jharkhand.bsnl.co.in/tendercivil.php
 - c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
- 20.0 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.

21.0 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.

22.0 If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of six months.

23.0 General conditions of contract 2006 corrected up to date (which incorporates Correction slip 1), Correction slip 2, 3, 4, 5 and 6 for works in BHARAT SANCHAR NIGAM LIMITED are available on Tender Notice for Civil Wing Tenders at the web site www.jharkhand.bsnl.co.in/tendercivil.php as well as in the Divisional Office.

24.0 The tenderer shall furnish a declaration to this effect (In case of downloaded tender) that no addition / deletion / correction have been made in the tender document submitted and it is identical to the tender document appearing on website. Every page of down loaded tender shall be signed by the tenderer with stamp (seal) of his firm / organization.

25.0 **The rate quoted by the agency /bidder shall be inclusive of all taxes (i/c GST), levies, Cess, freight, forwarding, packaging and insurance charges but exclusive of EPF & ESI contributions to the contract workers is to be paid by the contractor. EPF (Employers part only) and ESI will be reimbursed by BSNL on actual basis on submission of requisite documents by the contractor. The Contractor, as service provider, shall be fully responsible for any default in payment of this tax.**

26.0 **The rates quoted by the agency shall also be inclusive of 1 % (one percent) worker's well fare Cess on the work done** and shall be recovered from running / final bill as applicable on the building and other construction workers welfare Cess Act, 1996 due to introduction of "The Building and other Construction Works Regulation of Employment and Conditions of Service Act 1996".

27.0 (i) Contractor's Payment of bills –

- (a) Each bill submitted by the contractor for payment as per schedule rate of the agreement.
- (b) All statutory deductions viz. TDS, WW Cess etc. shall be deducted on the total value of work done as per law.

28.0 In the event of no rate has been quoted for any item (s) then the rate for such item(s) will be considered as Zero and work will be required to be executed accordingly. It will be presumed that the contractor has included the cost of this/these item(s) in other item(s).

29.0 No Running account bill shall be paid for the work till registration with EPFO is submitted by the contractor to the Engineer-in-Charge.

SUB DIVISIONAL ENGINEER (C)
BSNL CIVIL SUB DIVISION-II Jamshedpur
For & on behalf of
BHARAT SANCHAR NIGAM LIMITED

ABRIDGED FORM BSNL W - 8
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

STATE: - JHARKHAND CIRCLE: - BSNL Civil Circle, Jamshedpur
ZONE: - Jharkhand, Ranchi DIVISION: - BSNL Civil Division, Dhanbad
SUB DIVISION: - BSNL Civil Sub Division –II Jamshedpur

Item Rate Tender & Contract for Works

Tender for the work of: **“Maintenance of qtr. no. B/4 type-IV in Telecom colony Kadma at Jamshedpur (Jamshedpur -BA) to be submitted by 15:00 hours on 04.09.2023** THE SUB DIVISIONAL ENGINEER (C), BSNL CIVIL SUB DIVISION-II Civil & Electrical Building, TE Campus, Sidhgora, Jamshedpur in his office at Jamshedpur

- (i) To be opened in presence of tenderers who may be present at 15:30 hours on 04.09.2023 in the office of THE SUB DIVISIONAL ENGINEER (C), BSNL CIVIL SUB DIVISION-II Jamshedpur

Issued to:
(Contractor)

Signature of officer issuing the documents: **

Designation: **

Date of Issue: **

T E N D E R

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

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

I / We agree to keep the tender open for 30 days from the due date of submission thereof and not to make any modifications in its terms and conditions. If I / we withdraw my / our tender before the said period or issue of letter of acceptance / intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. A sum of Rs.878/- (Rupees Eight hundred Seventy eight) only has been deposited in prescribed manner as earnest money. If I/we fail to furnish the prescribed Performance Guarantee within prescribed period, I/we agree that the B.S.N.L shall without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money absolutely. Further 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 and Performance Guarantee absolutely otherwise the said earnest money shall be retained by competent authority on behalf of B.S.N.L 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 Proforma prescribed or in the form of Fixed Deposit Receipt etc., within 15 days of the issue of letter of acceptance of Tender by the BSNL. I / We am / are aware that in the event of failure on my/our part to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled

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

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

I / We agree that should I / We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money and Performance Guarantee 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 B.S.N.L be recovered without prejudice to any right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me / us under this contract or otherwise. The information in respect of works in hand is as per proforma enclosed.

I / we agree that this contract is subject to jurisdiction of Court at Ranchi 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 for a sum of Rs. / = (Rupees)

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

- (a)
- (b)

For & on behalf of Bharat Sanchar Nigam Limited

Signature:

Dated:

Name and Designation:

ANNEXURE-I

CERTIFICATE FOR NEAR RELATIVES

“I.....S/o Shri..... Resident
of.....hereby certify that none of my relative(s) as defined is/are employed in BSNL
Jharkhand 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

PROFORMA OF SCHEDULES				
SCHEDULE "A"				
"Schedule of Quantities (as per PWD-3)" - Page ...99 to 101				
SCHEDULE "B"				
Schedule of Materials to be issued to the contractor				
S. No	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
Nil				
SCHEDULE "C"				
Tools and Plants to be hired to the contractor				
S. No.	Description of Item	Hire charges per day	Place of issue	
1	2	3	4	
DELETED				
SCHEDULE "D"				
Extra schedule for specific requirements/documents for the work.				
1. Correction slip 1, 2, 3, 4, 5 & 6 - See Page no. 22 to 75				
2. Special Conditions - See Page no. 76 to 88				
4. Special condition of contract - See Page no. 89 to 93				
SCHEDULE "E"				
Schedule of component of Materials, Labour etc for escalation				
CLAUSE 10 C		Not Applicable		
CLAUSE 10 CA		Not Applicable		
Component of Materials expressed as percent of Total Value of Work		"X"	75 %	
Component of Labour expressed as percent of Total Value of Work		"Y"	25 %	
Component of POL expressed as percent of Total value of Work		"Z"	0%	
SCHEDULE "F"				
Reference to General Conditions of Contract:-				
Name of Work		Maintenance of qtr. no. B/4 type-IV in Telecom colony Kadma at Jamshedpur (Jamshedpur -BA)		
Estimated cost of Work		Rs.43888/- (Rupees Forty three thousand Eight hundred Eighty eight) only		

Earnest Money (As Para 6 of BSNL W-6)	Rs.878/- (Rupees Eight hundred Seventy eight)	
Performance Guarantee (5% of the 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.---***- ----./-(Rupees---***-----) only
Security Deposit (10% of the tendered value for works with Estimated Cost put to tender upto Rs. 15 Lakhs) (5% of the 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.--***-----./-(Rupees---***-----) only
GENERAL RULES AND DIRECTIONS		
Officers inviting tender		Sub Divisional Engineer, BSNL Civil Sub Division –II Jamshedpur
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3.		50%
Definitions.		See below
2(v)	Engineer-in charge	Executive Engineer (C), BSNL Civil Division, Jamshedpur at Dhanbad
2(viii)	Accepting Authority	Sub Divisional Engineer (C), BSNL Civil Sub Division-II Jamshedpur
2(x)	Percentage on cost of materials and Labour to cover all overheads and profit	10 %
2(xi)	Standard Schedule of Rates	DELHI SCHEDULE OF RATES- 2018 Published by CPWD with up to date correction slips & Market Rates.
2(xii)	Department	BHARAT SANCHAR NIGAM LIMITED
9(ii)	Standard BSNL Contract Form	BSNL W-7/8 form as modified and corrected up to date with correction slip no. 1 to 6.
Clause 2		
Authority for fixing compensation under Clause 2		Executive Engineer(C), BSNL Civil Division, Jamshedpur at Dhanbad
Clause 2A		
Whether Clause 2A shall be applicable —Yes/NO		No
Clause 3A		
Whether clause 3A will be applicable — Yes/NO		YES
Clause 5		
i)	Time allowed for execution of work.	01 (One) Month
ii)	Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer(C), BSNL Civil Division, Jamshedpur at Dhanbad
Clause 6 A		
Whether clause 6A will be applicable — Yes/NO		No
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 25,000/-					
Clause 10							
Reinforcement steel to be used in the work shall have to be procured :		(a) CTD bars Manufactured by: Not applicable (b) TMT bars Manufactured by: Primary producers from SAIL, RINL and TATA Steel.					
Clause 11							
Specification to be followed for execution of work.		CPWD Specifications 2009 Volume 1 & 2 with up to date correction slips as on the date of opening of tenders.					
Clause 12							
12.2 & 12.3	Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not apply and clauses 12.2.& 12.3 shall apply	50%					
Clause 16							
Competent authority for deciding reduced rates.		Superintending Engineer(C), BSNL Civil Circle, Ranchi.					
Clause 36(i)							
General guidelines for fixing requirement of technical staff and rate of recovery in case of non-compliance, for a work, shall be as per following table:							
S. No.	Minimum qualification of technical representative	Discipline	Designation(Principal Technical/Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures (Rs)	Words (Rs)
1.	Graduate Engineer Or Diploma Engineer	Civil	Principal	2 Years	1	15000/month	Fifteen thousand per month
			Technical Representative	5 Years	1		
Clause 37 (i)							
Extent of Goods & Service Tax (GST) payable by Contractor as defined in clause 119 of section 2 of CGST Act 2017:		GST @ (i) 18% for all BSNL works on total value of work done as per Govt. of India, Ministry of Finance (Department of Revenue), Notification and as per the extant rule applicable from time to time shall be paid by contractor.					
Clause 42							
i) (a)	Schedule/ statement for determining theoretical quantities of Cement, Steel on the basis of Delhi Schedule of Rates 2014 Printed by CPWD with up to date correction slips.						

ii)	Variation permissible on theoretical quantities.	
a)	Cement for works with estimated costs put to tender	
	i) not more than Rs. 5 lakhs	3% minus
	ii) More than Rs. 5 lakhs	2% minus
b)	Steel reinforcement and structural steel sections for each diameter, section and category.	2% minus

Star prices to be considered for Escalation and Recoveries		
Sl No.	Material	Star price (Rate in figures and words)
1.	For Cement	
	(a) For Ordinary Portland Cement (OPC)	Rs.7800/- (Rupees Seven Thousand Eight hundred) only
2	For reinforcement Steel TMT Bars Conforming to BIS 1786 (Fe 500 Grade)	Rs.45,980/- (Rupees Forty five Thousand Nine hundred Eighty) only

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

Sub Divisional Engineer (Civil)
BSNL Civil Sub Division-II
Jamshedpur

Correction Slip No.1
(To GCC for Civil Works – 2006 issued on 01.11.15)

S. No.	Clause or para	EXISTING	MODIFIED
1	1.2 (page No. 2 of tender document)	Tenders will below issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority.	Tenders will below issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority. 1.2.1 Criteria of eligibility for issue of leader documents for non BSNL registered contractors 01 Public Works Organisation like C.P.W.D. State PWD (B&R), DOP, MES, & Railways only. 1.2.1.1 for works upto Rs. 5 Lakhs Nil. 1.2.1.2 For works about Rs. 5 Lakhs and upto Rs. 2.5 Cr. And all specialized works irrespective of its cost, the applicant should have completed works as per details below during the last seven years ending last day of the month previous to the one in which the tenders are invited. a) Three similar completed works costing not less than the amount equal to 40% of estimated cost or b) Two similar completed works costing not less than the amount equal to 50% of estimated cost or c) One similar completed works costing not less than the amount equal to 80% of estimated cost For the purpose of this clause 'similar works' means the work of
2.	3.0 page No. 2)	The time allowed for carrying out the work will be _____ day after the date of written order to commence the work , or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.	The time allowed for carrying out the work will be _____ day after the date of issue of letter of award of work , or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
3.	Para 5 (iii) (Page No. 2)	In case..... last date of receipt of application as at Para 5.0(i) above.	To be deleted.
4.	Para 5(iv) (page no 2)	The list of Eligible Tenderers Shall be permitted to quote Rates.	To be deleted.
5.	Para 6 Mode of submission of EMD (page no 2-3)	6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the _____ BSNL website www:_____ or be seen in the office of the _____ between 11.00 hours. & 16.00	6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL website www:_____ or be seen in the office of the _____ between _____

		<p>hours from _____ to _____ everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of the following:</p> <p>(i) Rs _____ in cash as cost of tender and</p> <p>(ii) Earnest money of Rs. _____ in cash (upto Rs.2500/-only)/ deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of _____</p> <p>(iii) The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from Website in the form as detailed at sub para ii) above.</p>	<p>11.00 hours. & 16.00 hours from _____ to _____ everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of the following:</p> <p>(i) Rs _____ in cash as cost of tender (Non refundable) and</p> <p>(ii) Earnest money of Rs. _____ in cash (up to Rs.2500/-only)/ 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 _____.</p> <p>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.</p> <p>iii) The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from Website in the form as detailed at sub para ii) above.</p> <p>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.</p>
6.	<p>Para 7.0 Opening of Tender (page no 3)</p>	<p>Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be received by the _____ upto 15.00 Hrs. on _____ and will be opened by him or his authorized representative in his office on the same day at 15.30 Hrs. The envelope containing the Earnest Money along with the cost of the tender as applicable in case of down loaded tender documents shall be opened first. The Tenders of tenderer, who do not deposit the Earnest Money along with cost of tender, shall not be opened.</p>	<p>Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be received by the _____ upto 15.00 Hrs. on _____ and will be opened by him or his authorized representative in his office on the same day at 15.30 Hrs. After opening the main envelope 3, the envelope 1 containing the Earnest Money along with the cost of the tender as applicable and eligibility credentials shall be opened first.</p> <p>The envelope 2 containing tender shall be opened only for those tenderers whose Earnest Money, cost of tender and eligibility is found in order.</p> <p>The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.</p>
7.	<p>Para 9 From three envelope system to four envelope system (page no 3)</p>	<p>9.0 Submission of tender : -</p> <p>9.1 The "Tender" and "Earnest money" shall be placed in separate sealed envelopes marked "Tender" and "Earnest money" respectively.</p> <p>9.1.1 In case the tender document is down loaded form BSNL website, the "Tender" and "Earnest money plus cost of tender shall be placed in a separate sealed envelopes marked "Tender" and "Earnest money plus cost of tender" respectively.</p>	<p>9.0 Submission of tender Tender shall be submitted in following manner:</p> <p>9.1 In case the tender document is down loaded form BSNL website</p> <p>9.1.1 "Earnest money plus cost of Tender and eligibility credentials " shall be placed in sealed envelope-1. marked "Earnest money plus cost of Tender and eligibility credentials".</p> <p>9.1.2 The "Tender" shall be placed in sealed envelope-2 and will be</p>

		<p>9.2 The "Tender" sealed envelope and "Earnest money or Earnest money plus cost of tender" sealed envelope shall be placed in another sealed envelope with following data written on it.</p> <p>(i)Name of work (ii)Name of tenderer (iii)Last date of receipt of tender</p>	<p>superscripted as "Tender"</p> <p>9.1.3 The sealed envelope no. 1,&2 as above containing "Earnest money plus cost of Tender, Eligibility Credentials", and the "Tender" shall be placed in another sealed envelope -3.</p> <p>9.1.4 All the three envelopes shall be superscripted with following data on it.</p> <p>(i) Name of work (ii) Name of tenderer (iii) Last date of receipt of tender</p> <p>9.2 In case tender document is purchased from Div/Sub-div office</p> <p>9.2.1: Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no.1</p>
		<p>9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.</p>	<p>9.2.2 :Envelope no. 2 will be as per Para 9.1.2.</p> <p>9.2.3: The sealed envelopes1&2 shall be placed in another sealed envelop no3</p> <p>9.2.4 :same as 9.1.4</p> <p>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.</p> <p>9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.</p>
8.	Para 17 of BSNL W-6 (page no 4-5)	<p>In case of works having estimated cost below Rs. 6,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the performa annexed to the tender document, within 15 days of the issue of letter of acceptance by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled. In case of works of estimated to cost Rs.6,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish 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.</p>	<p>In case of works having estimated cost below Rs. 6,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled.</p> <p>In case of works of estimated to cost Rs.6,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee @ 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</p>

			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.
9.	Para 18 of BSNL W-6 (page no 5)	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 intent shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter for commencement of work shall be issued. The contract shall be deemed to have come into effect on issue of communication of acceptance of the tender. On such communication of acceptance, the successful Tenderer/Contractor shall, within 15 days from such date, formally sign the agreement consisting of: a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. b) Standard BSNL W-7/8 as on website _____. c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.	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 _____. c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
10.	BSNL W-6 (page no 5)	<i>Signature of Divisional Officer/ Sub-Divisional Officer.</i> For and on behalf of Bharat Sanchar Nigam Limited.	<i>Signature and Name of Divisional Officer/ Sub-Divisional Officer.</i> For and on behalf of Bharat Sanchar Nigam Limited
11.	Para 3 under sub head TENDER of BSNL W-7/8 (page no 6)	We agree to keep the tender open for _____ days from the due date of submission thereof and not to make any modifications in its terms and conditions. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or,..... .	I/We agree to keep the tender open for _____ days from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/we withdraw my/ our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or,
12.	Para 4 under sub head TENDER of BSNL W-7/8 (page no 6-7)	A sum of Rs.....(Rupeesonly) has been deposited in Cash (upto Rs. 2500/-)/ Demand draft/ Bankers Cheque/ Deposit at Call Receipt of a Scheduled Bank as earnest money.....	A sum of Rs.....(Rupeesonly) has been deposited in prescribed manner as earnest money.....
13.	Court Jurisdiction Sub Head Tender of BSNL W-7/8 (page no 7)	Does not Exist	"I/we agree that this contract is subject to jurisdiction of Court at ----- only." (Where the NIT/Tender has been issued)
14.	BSNL W-7/8 (page no 7 of tender document)	For & on behalf of the Bharat Sanchar Nigam Limited. Signature _____ Dated Designation _____	For & on behalf of the Bharat Sanchar Nigam Limited. Signature _____ Dated Dated Name and Designation D Designation _____
15.	Para 1 : General Rules and Direction (Page-8 of tender Document)	All work proposed for execution by contracts will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in News papers as the case may be	All work proposed for execution by contracts will be notified in a form of invitation to tender duly signed by the officer inviting tender will be displayed on the notice board /pasted in public places or by publication in News papers as the case

			may be and shall also be on the BSNL website_____.
16.	Para 4 of General Rules and Direction (page no 8) No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. No single envelope shall include tender for more than one work, but contractors who wish to tender for two or more works shall submit separate envelope for each.
17.	Para 10 (last line) of General Rules and Directions(page no 9)	"In case of itemnot the amount."	"In case of itemnot the amount." In the event of no rate has been quoted for any item(s) then the rate for such item(s) will be considered as zero and work will be required to be executed accordingly. It will be presumed that the contractor has included the cost of this / these item(s) in other item(s).
18	Rule 14 of General Rules and Directions(page no 10-11)	The contractorfor this purpose	To be deleted
19.	Conditions of Contract Para 2(v) (Page no 12)	The Engineer-in-Charge means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' hereunder.	The Engineer-in-Charge means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the agreement on behalf of the Bharat Sanchar Nigam Limited as mentioned in Schedule 'F' hereunder.
20	Clause-2(A) (Incentive clause) (page no 17)	In case the contractor completes the work ahead of the schedule completion time a bonus @1 % (one percent) per month computed on per day basis shall be payable to the contractor subject to a maximum limit of 5%(five percent) of the tendered value in respect of work costing Rupees ten lacs and above. The amount of bonus if payable shall be paid along with final bill after completion of work. Decision of the Superintending Engineer as to the quantum of bonus payable to the contractor shall be final and binding on the contractor. Provided always that provision of the Clause 2A shall be applicable only when so provided in "Schedule F"	In case the contractor completes the work ahead of the schedule completion time a bonus @1 %(one percent) per month computed on per day basis shall be payable to the contractor subject to a maximum limit of 5%(five percent) of the tendered value in respect of work costing Rupees ten lacs and above. Payment of bonus under this clause-2A shall be applicable only in case the work is completed within the stipulated period as notified in the tender document under all circumstances i.e. incentive will not be payable in case actual date of completion is beyond the stipulated date of completion even if the Extension of time is granted by the competent authority without levy of compensation. The amount of bonus if payable shall be paid along with final bill after completion of work. Decision of the Chief Engineer as to the quantum of bonus payable to the contractor shall be final and binding on the contractor. Provided always that provision of the Clause 2A shall be applicable only when so provided in "Schedule F".
21	Clause-10C	If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is	If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract

		<p>extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 12(Twelve) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - ----- ----- (iv)The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: (a) Adjustment for component of Cement $V_c = Q_c * SP_c * (CI - CI_0) / CI_0$ V_c Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered Q_c Quantity of Cement consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the quarter SP_c Star price of Cement as mentioned in Schedule F. CI : All India wholesale index for Cement for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce CI₀ : All India wholesale index for Cement as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce, as valid on the last for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any. (b)Adjustment for component of Reinforcement Steel $V_s = Q_s * SP_s * (SI - SI_0) / SI_0$ V_s: Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered Q_s Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SP_s Star price of Reinforcement Steel as mentioned in Schedule F. SI : All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce, New Delhi. SI₀ : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any. c) Adjustment for component of Other Materials $VM = (W * X / 100 - Q_c * SP_c - Q_s * SP_s) *$</p>	<p>including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - ----- ----- (iv)The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a)Adjustment for component of Cement $V_c = Q_c * SP_c * (CI - CI_0) / CI_0$ V_c Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered Q_c Quantity of Cement consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the quarter SP_c Star price of Cement as mentioned in Schedule F. CI : All India wholesale index for Cement for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. (In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, which ever is less, shall be considered.) CI₀ : All India wholesale index for Cement as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce, as valid on the last for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any. b)Adjustment for component of Reinforcement Steel $V_s = Q_s * SP_s * (SI - SI_0) / SI_0$ V_s Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered Q_s Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SP_s Star price of Reinforcement Steel as mentioned in Schedule F. SI : All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India,</p>
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		<p>(MI-Mio) / Mio VM Variation in other material cost i.e. increase or decrease in the amount in rupees to be paid or recovered W Cost of work done worked out as indicated in sub-para ii) above. X Component of materials expressed as per cent of the total value of work as indicated in schedule F. MI: All India wholesale index for All Commodities for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. Mio: All India wholesale index for All Commodities as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tender including extension if any. d)Adjustment for component of P.O.L. VF = W * (Z / 100) * (FI-Flo) / Flo VF Variation in cost of fuel, power, light and lubricants, increase or decrease in rupees to be paid or recovered. W Value of work done, worked out as indicated in sub-para ii) above. vi) The compensation for escalation for labour shall be worked out as per the formula given below :- VL =W * (Y/100 *(LI-Lio) / Lio VL Variation in labour cost i.e amounts of increase or decreases in rupees to be paid or recovered. W Value of work done, worked out as indicated in sub para ii) above. Y Component of labour expressed as a percentage of the total value of the work as indicated in schedule F... Lio Minimum daily wage in rupees of unskilled adult male mazdoor, fixed under any law statutory rule or order as on the last stipulated date of receipt of tender including extension, if any. LI Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. vii) The following principles will be followed while working out the compensation as per sub-para (vi) above. a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and period of reckoning. b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause. If</p>	<p>Ministry of Industry and Commerce. However, the price index shall be minimum of the following: i)Index for the month when the last consignment of steel reinforcement for the work is procured or ii)Index for the month in which half of the stipulated contract period is over iii)Index for the period under consideration. For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply. Slo : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any. c)Adjustment for component of Other Materials VM = (W * X /100 – Qc*SPc – Qs * SPs) * (MI-Mio) / Mio VM Variation in other material cost i.e. increase or decrease in the amount in rupees to be paid or recovered W Cost of work done worked out as indicated in sub-para ii) above. X Component of materials expressed as per cent of the total value of work as indicated in schedule F. MI: All India wholesale index for All Commodities for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. <i>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, which ever is less, shall be considered.)</i> Mio: All India wholesale index for All Commodities as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tender including extension if any. d)Adjustment for component of P.O.L. VF = W * (Z / 100) * (FI-Flo) / Flo VF Variation in cost of fuel, power, light and lubricants, increase or decrease in rupees to be paid or recovered. W Value of work done, worked out as indicated in sub-para ii) above. Z Component of fuel, power, light and lubricants expressed as per cent of total value of work as indicated in schedule F. FI: All India wholesale index for W Value of work done, worked out as indicated in Ssub-para ii) above. Y Component of labour expressed as a</p>
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		<p>such revision of minimum wages takes place during any such quarterly</p> <p>Z Component of fuel, power, light and lubricants expressed as per cent of total value of work as indicated in schedule F.</p> <p>FI: All India wholesale index for fuel, power, light and lubricants for the period under consideration as published weekly by the Economic Adviser to Government of India, Ministry of Industry, New Delhi.</p> <p>Flo All India wholesale index for fuel, power, light and lubricants as published weekly by the Economic Adviser to Government of India, Ministry of Industry, New Delhi, valid on the last stipulated date of receipt of tender including extension if any.</p> <p>v) The following principles shall be followed while working out the indices mentioned in para (iv) above.</p> <p>a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of works done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.</p> <p>b) The index (SI/CI/MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index SI/CI/MI and FI shall be the average of the indices for the months falling within that period.</p>	<p>percentage of the total value of the work as indicated in Schedule F.</p> <p>L10 Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule of order as on the last stipulated date of receipt of tender including extension, if any.</p> <p>L1 Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing on the last date of quarter previous to the quarter pertaining to the stipulated date of completion or the index prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered).</p> <p>vii) The following principles will be followed while working out the compensation as a per sub-para (vi) above.</p> <p>a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and period of reckoning.</p> <p>b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at the revised rates only for work done in subsequent quarters.</p> <p>c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rates for an unskilled adult male mazdoor along shall form the basis for working out the escalation compensation fuel, power, light and lubricants for the period under consideration as published weekly by the Economic Adviser to Government of India, Ministry of Industry, New Delhi.</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)</p> <p>Flo All India wholesale index for fuel, power, light and lubricants as published weekly by the Economic Adviser to Government of India, Ministry of Industry,</p>
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			<p>New Delhi, valid on the last stipulated date of receipt of tender including extension if any.</p> <p>v) The following principles shall be followed while working out the indices mentioned in para (iv) above.</p> <p>a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of works done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.</p> <p>b) The index (SI/CI/MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index SI/CI/MI and FI shall be the average of the indices for the months falling within that period.</p> <p>vi) The compensation for escalation for labour shall be worked out as per the formula given below:- VL=W * (Y/100) * (LI-LI0) / LI0 VL Variation in labour cost i.e. amounts of increase or decreases in rupees to be paid or recovered.</p>
		<p>Intervals the escalation compensation shall be payable at the revised rates only for work done in subsequent quarters.</p> <p>c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause the variations in the rates for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.</p> <p>viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s. There shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this clause 10 © shall mutatis mutandis apply, provided that :-</p> <p>a) No such adjustment for decrease in the price of Cement Reinforcement Steel, other materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of work is twelve months or less.</p>	<p>payable on the labour component.</p> <p>viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s. There shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this clause 10 © shall mutatis mutandis apply, provided that :-</p> <p>a) No such adjustment for decrease in the price of Cement Reinforcement Steel, other materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of work is eighteen months or less.</p> <p>b) The Engineer-In-Charge shall otherwise be entitled to lay down the procedure by which the provisions of this sub-clause shall be implemented from time to time and the decision of the Engineer in-Charge in this behalf shall be final and binding on the contractor.</p>

		b) The Engineer-In-Charge shall otherwise be entitled to lay down the procedure by which the provisions of this sub-clause shall be implemented from time to time and the decision of the Engineer in-Charge in this behalf shall be final and binding on the contractor.	Provided always that the provisions of the clause 10CA and 10D shall not be applicable for contracts where provisions of this clause are applicable but in case where provisions of clause 10CA & 10D will become applicable.
22	Clause 10CA	Does not exist	<p>If after submission of the tender, the price of cement and/or reinforcement steel parts not being materials supplied from the Engineer-in-Charge's stores in accordance with clauses 10 thereof increases beyond the price prevailing at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, then the amount of contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under clause-5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less.</p> <p>If after submission of the tender, the prices of cement and/or reinforcement steel bars (not being the materials supplied from the Engineer In Charge's stores in accordance with clauses 10 thereof) decreased, BSNL shall in respect of those materials incorporated in the works (not being the materials supplied from the Engineer In Charge's stores in accordance with clauses 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of cement and/or reinforcement steel bars as prevailed at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, and the price of these materials on the coming into force of such star price of cement and/or reinforcement steel bars issued by CE (C) of concerned zone.</p> <p>The increase/decrease in prices shall be determined by the all India Wholesale prices indices for cement and (steel (bars and rods) as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and star price for cement and/or steel reinforcement bars as issued under authority of concerned CE(C) as valid on the last stipulated date of receipt of tender including extension if any and for the period under consideration. The amount of contract shall accordingly be varied for cement and/or Reinforcement steel and shall be worked out as per the formula given below:-</p> <p>a) Adjustment for component of cement</p>

			$V_c = Q_c + SP_c + (CI - Clo)/Clo$ <p>Vc : Variation in cement cost i.e. increased of decrease in the amount in rupees to be paid or recovered. Qc : Quantity of Cement used in the work since previous bill. SPc : Star price of cement as mentioned in Schedule F. CI : Same as in clause 10(C). Clo : All India whole sale index for cement as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, as valid on the last stipulated date of receipt of tender including extension if any.</p> <p>b) <u>Adjustment for component of Reinforcement Steel.</u></p> $V_s = Q_s + SP_s + (CI - Clo)/Clo$ <p>Vc : Variation in Reinforcement Steel cost i.e. increased of decrease in the amount in rupees to be paid or recovered. Qs : Quantity of Reinforcement Steel paid weither by way of secured advance or used in the work since previous bill (which ever is earlier). SPs : Star price of Reinforcement Steel as mentioned in Schedule F. SI : Same as in clause 10(C). Slo : All India whole sale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, as valid on the last stipulated date of receipt of tender including extension if any.</p>
22A	Clause 10D	In respect of contracts with stipulated time period of completion being less than 12(Twelve) months, if after submission of the tender	In respect of contracts with stipulated time period of completion being less than 18 (Eighteen) months, if after submission of the tender
23	Para 2 of proforma of agreement (Page-97)	Does not exist.	"The Contract is subject to the jurisdiction of Court at _____ only (where the NIT / Tender have been issued.

ANNEXURE – A

Amendments in instructions / Guidelines :

24	Para 2	Retain DOT W-7 of DOT W-8 as applicable.	Retain BSNL W-7 of BSNL W-8 as applicable.
25	Para 5	Enter the dates at (i) and (ii) i.e. receipt of application and issue of tender forms.	Enter Website address. Enter the dates at (i) and (ii) i.e. receipt of application and issue of tender forms.
26	Para 6	Enter The name and address of office from where the documents are available for inspections. The cost of tender form.	Enter Name Website. The name and address of office from where the documents are available for inspections. The cost of tender form.
27	Para 6.0 (ii) Amount of EMO	The earnest money shall be 2.50% of the estimated cost put to tender limited to Rs. 1 Laks	i) for works costing upto Rs. 25 cr. : 2% of the estimated cost. ii) For works costing more than Rs. 25 cr. : Rs. Fifty laks plus 1.0% of excess of the Estimated cost over Rs. 25 cr.
28	Para 18.22	No provision	Enter Website address
29	Schedule F	Earnest money (as at para 8 of DOTW – 6)	Earnest money (as at para 8 of BSNL W – 6)
30	Clause 12	12.1.2(iii)	12.1.2(iii)
31	Clause 18	Enter Superintending Engineer, Telecom/Postal Civil Circle*/the circle under whose jurisdiction the work falls.	Enter Superintending Engineer, BSNL Civil Circle*/the circle under whose jurisdiction the work falls.

**INSTRUCTIONS FOR FILLING UP
THE CONTRACT CONDITIONS OF CONTRACT
(BSNL W-6 & BSNL W-7/8)**

GENERAL INSTRUCTIONS(i)	No column are to be left blank								
(ii)	The alternatives not applicable are to be scored off.								
NOTICE INVITING TENDER – BSNL W 6									
FOLLOWING PARAS NEED BE ATTENDED TO									
Para 1	Retain item rate or percentage rate, as applicable. Enter the complete name of the work								
Para 1.1	Enter the amount of estimated cost put to tender								
Para 1.2.1.2	Enter description of similar work								
Para 2	Enter website address Retain BSNL W-7 at BSNL W-8 as applicable.								
Para 3	Enter the time allowed for carrying out the work and time for commencement of the work. Enter the number of days to commence the work (It should be 15 days of such time period as decided by the NIT issuing authority-such time period should be mentioned in the letter of award)								
Para 4	Strike out which is not applicable In case the site is to be handed over in parts, the same must be specified.								
Para 5	Enter website address. Enter the dates at (i) and (ii) i.e. receipt of application and issue of tender forms (A minimum of three working days should be available between the receipt of the application form and issue of the tender papers. A minimum of three calendar days should be available between the issue of tender documents and the receipt of tenders)								
Para 6	Enter – <ul style="list-style-type: none"> • Website address. • The name and address of office from where the documents are available for inspection and time duration. • The cost of tender form. • The amount of earnest money. i) For works costing upto Rs. 25 Cr. 2.0% of the estimated cost. (ii) For works costing more than Rs. 25 Cr. : Rs. Fifty Lakhs plus 1.0 of excess of the Estimated cost over Rs. 25 Cr.) <ul style="list-style-type: none"> • The officer in whose favour the draft etc. is to be submitted. 								
	The cost of tender form shall be as per the latest guidelines issued. The present rates are as under :-								
	For works costing								
	<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">i) Upto Rs. One lakh</td> <td style="text-align: right;">Rs. 150/-</td> </tr> <tr> <td>ii) Between Rs. 1 lakh upto Rs. 50 lakhs</td> <td style="text-align: right;">Rs. 500/-</td> </tr> <tr> <td>iii) Between Rs. 50 lakhs upto Rs. 2 crores</td> <td style="text-align: right;">Rs. 1000/-</td> </tr> <tr> <td>iv) Above Rs. 2 crores</td> <td style="text-align: right;">Rs. 1500/-</td> </tr> </table>	i) Upto Rs. One lakh	Rs. 150/-	ii) Between Rs. 1 lakh upto Rs. 50 lakhs	Rs. 500/-	iii) Between Rs. 50 lakhs upto Rs. 2 crores	Rs. 1000/-	iv) Above Rs. 2 crores	Rs. 1500/-
i) Upto Rs. One lakh	Rs. 150/-								
ii) Between Rs. 1 lakh upto Rs. 50 lakhs	Rs. 500/-								
iii) Between Rs. 50 lakhs upto Rs. 2 crores	Rs. 1000/-								
iv) Above Rs. 2 crores	Rs. 1500/-								
Para 7	Enter - The designation of the officer in whose office the tenders are to be received. - The date of receipt								
Para 8	Enter- Full name of work including sub heads etc.								
Para 16	Enter-number of days								
	The number of days shall be as follows:- i) 30 days - NIT's within EE's power ii) 60 days - NIT's within SE's power iii) 90 days - NIT's beyond SE's power								
Para 18 & 22	Enter website address.								
	The NIT (BSNL W-6) shall be signed before issue								

**GENERAL CONDITIONS OF CONTRACT (Abridged Document)
Tender & Contract – BSNL W7/8**

Retain BSNL W 7 or BSNL W-8 as applicable
Enter State, Zone, Circle, Division, Sub-Division
Region Percentage Rate tender or item Rate tender as applicable

	Enter (A) Complete name of work (i) Time, date and officer to whom the tender is to be submitted. (ii) Time, date and the name of the office where the tenders are to be opened. Complete Name of the Agency Signature of tender issuing authority Designation of tender issuing authority Date of issue
3rd Para	Enter Number of days(Should normally be filled by the tenderer)
	The number of days shall be as follows:- i) 30 days - NIT's within EE's power ii) 60 days - NIT's within SE's power iii) 90 days - NIT's beyond SE's power
4th Para	Enter – Amount of Earnest Money (should normally be filled by the tenderer)
6th Para	Name of the Bank and Account number for receiving the payment (Should normally be filled by the tenderer)
10th Para	Enter the name of place for court's jurisdiction
Acceptance	Enter amount in Figures and Words
	i) Enter letter reference nos. (of the contract) forming part of Contract Agreement. ii) Signature, name and designation iii) Enter date
PROFORMA FOR SCHEDULE – ENSURE THE FOLLOWING	
Schedule A	Attach the Schedule of Quantities
Schedule B	Fill up the details of the materials to be issued i.e. - Description of item - Quantity with unit - Rate of issue in figure & words - Place of issue
Schedule D	Mention and append Special Conditions/Specifications/drawings for the work, if any
Schedule F	Enter the following - Full name of work including sub heads etc. - Estimated cost of work (put to tender) - Earnest Money (As at para 6.0 of BSNLW-6) -Enter amount of performance guarantee and security deposit (As applicable)

GENERAL RULES AND DIRECTIONS

	Officer inviting tender - Should be the same officer issuing the BSNL W-6
	Enter 50% (unless otherwise specified in the NIT)

<p>Definitions</p> <ul style="list-style-type: none"> - Engineer-in charge- as applicable (EE/AEE/AE) - Accepting authority – as applicable (AE/AEE/EE/SE/CE) - Enter the name of schedule & year on which the estimate is framed - Enter department whose schedule of rates has been adopted (like CPWD etc.) - Retain the form (BSNL W-7 or BSNL W-8) and enter up-to-date correction slip numbers. 	
Clause 2 & 5	Enter the authority, which shall be as under:
	<ul style="list-style-type: none"> a) PCE (C)/CE(C) – for all works estimated to cost above Rs. 50 lakhs/Rs. 70 lakhs as the case may be. b) SE(C) with SW - for all works estimated to cost above Rs. 6 lakhs upto Rs. 70 lakhs. c) SE (C) without SW - for all works estimated to cost above Rs. 6 lakhs upto Rs. 50 lakhs. d) E.E. (C) without ASW - for all works estimated to cost upto Rs. 6 lakhs.
	e) Enter time allowed for completion of work
Clause 7	Enter the amount, wherever applicable
Clause 11	Enter the specifications (Issued by the Department, Year & Volume no. etc) with upto date corrections slips as applicable.
Clause 12	12.1.2(ii) Enter the reference to the Schedule of Rates
12.1.2(ii)	Enter the % of above/below the estimated cost as accepted by the competent authority – to be filled after acceptance of tender. (Should be same as that mentioned in the letter of acceptance)
12.2 & 12.3	Enter 50% (unless otherwise specified in the approved NIT). It should be ensured that this %age and the %age filled at the under General Rules and Directions is same.
Clause 16	Enter “Superintending Engineer, BSNL the Circle under whose jurisdiction the work falls” .
Clause 25	<p>Enter the designation of the conciliatory authority</p> <ul style="list-style-type: none"> • In respect of the works for which the Chief Engineer has issued the NIT, the Conciliatory Authority shall be the Chief Engineer of the adjoining Zone. • In respect of the works for which the NIT has been issued by the Superintending Engineer/ Executive Engineer/ Sub-divisional Engineer, the Conciliatory Authority shall be the Superintending Engineer within the Zone of the adjoining Circle.
Clause 36	(iii) Enter the number of years – to be decided by the NIT issuing authority.
Clause 42	i) a Enter the Year of Schedule of Rates as applicable
Star prices / recovery for Less used beyond permissible variation	Enter the Star Prices.

Correction Slip No. 2

S.No.	Clause or Para	Existing	Modified
1.	Clause-10	The contractor shall submit every month statement of cement, reinforcement steel and PVC Pipes procured, consumed and balance at site.....	The contractor shall submit every month statement of cement, reinforcement steel, galvanized steel and PVC Pipes procured, consumed and balance at site.....
2.	Clause-10C	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clause 10 & 34 thereof)Completion is 18 (Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-</p> <p>a) Adjustment for component of cement.....</p> <p>b) Adjustment for component of Reinforcement steel.....</p> <p>No provision for escalation for tower material</p> <p>c) Adjustment for component of other materials</p> <p>$VM=(W* X/100-Qc*SPc-Qs*SPs)*(MI-MIo)/MIo$</p> <p>VM Variation in other material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>W Cost of work done worked out as indicted in sub-para ii) above</p> <p>X Component of materials expressed as per cent of the total value of work as indicated in schedule F</p> <p>MI All India wholesale index for all Commodities for the period under consideration as published by the Economic adviser to Government of India , Ministry of Industry and commerce.</p> <p>MIo: All India wholesale index for all Commodities as published by the Economic adviser to Government of India, Ministry of Industry and Commerce as valid</p>	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof).....</p> <p>Completion is 18 (Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due shall be worked out based on the following provisions:-</p> <p>a) Adjustment for component of Cement.....</p> <p>b) Adjustment for component of Reinforcement steel.....</p> <p>c) Adjustment for the component of Galvanized Steel</p> <p>$Vt = Qt * SPt * \{0.85[(TI-TIo)]/TIo\} + 0.15[(ZI - ZIo)/ ZIo]$</p> <p>Vt; Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qt : Quantity of Galvanized steel brought at site or used in works since previous bill (whichever is earlier)</p> <p>SPt : Star price of Galvanized steel as mentioned in Schedule-F (to be fixed by concerned CE(C).</p> <p>TI : All India wholesale index for Tower steel materials (angles, channels & Sections) for the period under consideration as published by the Economic adviser to Government of India, Ministry of Industry and Commerce.</p> <p>However, the price Index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of Galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contact period is over.</p> <p>iii) Index for the period under the consideration.</p> <p>For the period extended under the provision of clause-5 of the contact without any action under clause 2, the same principle as for the period within stipulated period of completion will apply.</p>

		<p>on the last stipulated date of receipt of tender including extension if any.</p>	<p>Tlo: All India wholesale index for Tower steel materials (Angles, channels & sections) as published by the Economic adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>ZI : All India wholesale index for Zinc for the period under consideration as published by the Economic adviser to Government of India, Ministry of Industry and commerce.</p> <p>However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of Galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over.</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provision of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply</p> <p>Zlo: All India wholesale Index for Zinc as published by the Economic adviser to Government of India, Ministry of Industry and commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>d) Adjustment for component of other materials</p> $VM = (W * X/100 - Qc * SPC - Qs * SPs - Qt * SPt) * (MI - Mlo) / Mlo$ <p>VM : Variation in other material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>W: Cost of work done worked out as indicated in sub-para ii) above.</p> <p>X : Component of materials expressed as per cent of the total value of work as indicated in schedule F</p> <p>MI: All India wholesale index for All commodities for the period under consideration as published by the Economic Adviser to Government of India , Ministry of Industry and Commerce.</p> <p>Mlo: All India wholesale index for All Commodities as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tender including extension if any.</p> <p>e) Adjustment for component of P.O.L.....</p> <p>(viii)</p> <p>a) No such adjustment for decrease in the price of Cement, Reinforcement steel, Galvanized steel Other Materials</p>
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		<p>d) Adjustment for component of P.O.L.....</p> <p>viii) a) No such adjustment for decrease in the price of Cement, Reinforcement Steel, Other materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of work s eighteen months or less.</p> <p>b) The Engineer-in-charge..... On the contractor.</p> <p>Provided always.....applicable.</p>	<p>and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of work is eighteen months or less.</p> <p>b) The Engineer-in-charge..... on the contractor.</p> <p>Provided always..... applicable</p>
3.	Clause-10CA	<p>If after submission of the tender, the price of cement and/or reinforcement steel bars (not being materials supplied from the Engineer-in Charge's stores in accordance with Clause 10 thereof) increase(s) beyond the price(s)prevailing at the time of the last stipulated date of receipt of tenders (including extension, if any) for the work, then the amount of the contract shall accordingly be varied and providing further that any such variation shall be effected for stipulated period of contract including the justified period extended under clause -5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less.</p>	<p>If after submission of the tender, the price of cement and/or reinforcement steel bars and/or galvanized steel (not being materials supplied from the Engineer-in-charge's stores in accordance with Clauses 10 thereof) increase(s)/decreases beyond the price (s) prevailing at the time of the last stipulated date of receipt of tenders (including extension, if any) for the work. Then the amount of the contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under the provisions of clause-5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) & (c) of this clause shall be payable/recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.</p> <p>The increase/decrease in prices shall be determined by the all India Wholesale Price indices for cement, Steel (bars and rods) and galvanized steel (angles, channels &Section etc.) as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and star price for</p>

		<p>If after submission of the tender, the prices of cement and/or reinforcement steel bars (not being materials supplied from the Engineer-in Charge's stores in accordance with Clauses 10 thereof) decreased, BSNL shall in respect of those materials incorporated in the works (not being materials supplied from the Engineer-in-charge's stores in accordance with clauses 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of cement and/or reinforcement steel bars as prevailed at the time of the last stipulated date of receipt of tenders (including extension, if any) for the work, and the prices of these materials on the coming into force of such star price of cement and or reinforcement steel bars issued by CE(C) of concerned zone.</p> <p>The increase/decrease in prices shall be determined by the All India Wholesale Price Indices for Cement and Steel (bars and rods) as published by Economic adviser to Government of India, Ministry of Commerce and Industry and Star price for cement and/or steel reinforcement bars as issued under authority of concerned CE(C) as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. The amount of contract shall accordingly be varied for Cement and/or Reinforcement Steel and shall be worked out as per the formula given below</p> <p>a) Adjustment for component of Cement.....</p> <p>b) Adjustment for component of Reinforcement Steel.....</p> <p>c) (NO PROVISION)</p>	<p>cement and/or steel reinforcement bars and/or Galvanized steel as issued under authority of concerned CE(C) as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.</p> <p>In case, price index of particular materials is not issued by Ministry of commerce and industry, than the price index of nearest similar material in schedule-F shall be followed .</p> <p>The amount of contract shall accordingly be varied for Cement and/or Reinforcement Steel and/or Galvanized steel and shall/will be worked out as per the formula given below for individual material.</p> <p>a) Adjustment for component of cement.....</p> <p>b) Adjustment for component of Reinforcement Steel.....</p> <p>c) Adjustment for component of Galvanized Steel</p> $Vt = Qt * SPt * \{0.85[(TI-TIo)/TIo] + 0.15[(ZI-ZIo)/ZIo]\}$ <p>Vt : Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qt: Quantity of Galvanized steel brought at site or used in works since previous bill (whichever is earlier).</p> <p>SPt: Star price of Galvanized Steel as mentioned in Schedule-F (to be fixed by concerned CE(C).</p> <p>TI : All India wholesale Index for Tower Steel material (Angles, channels & Sections) for the period under consideration, as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.</p> <p>However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of Galvanized Steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over or</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of Clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>TIo: All India wholesale index for Tower steel material (Angles, channels & Sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and as valid on the last stipulated date of receipt of tender including extension if any.</p> <p>ZI: All India wholesale index for zinc for the period under consideration as published by the Economic Adviser to</p>
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			<p>Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of Galvanized Steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over or</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of Clause-5 of the contract without any action under Clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Zlo : All India wholesale index for the zinc as published by the Economic adviser to Government of India, Ministry of Industry and commerce and as valid on the last stipulated date of receipt of tender including extension if any.</p>
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Additional Conditions and Specifications

3.2: Steel

Para	Existing	Modified
3.2.1	<p>The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of Steel. In cases when the contractor is required to procure steel reinforcement bars conforming to relevant BIS codes from other than main producers such as secondary producers or re-rollers having BIS License, can be done with prior approval of the Engineer-in-Charge.</p> <p>The procurement of TMT Bar conforming to relevant BIS codes shall be made from main producers and secondary producers having BIS License with prior approval of the Engineer-in-charge. The contractor shall have to obtain and furnish test certificates to the Engineer-in-</p>	<p>The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of Steel or from secondary producers and re-rollers having BIS License to produce CTD bars as specified in schedule-F subject to following stipulations:</p> <p>(i) If it is provided in the agreement that steel is to be procured from primary producers and procurement of steel from secondary producers is allowed then a deduction based on the difference in market rate of steel from primary producers and secondary producers shall be made in the running/final bills</p> <p>(ii) However, if the stipulation is for procurement of steel from secondary producers then if the contractor uses steel from primary producers the same shall be allowed but nothing extra shall be payable on this account.</p> <p>The procurement of TMT Bars conforming to relevant BIS codes shall be made from main producers as approved by the Ministry of Steel or from secondary producers having BIS License to produce TMT bars as specified in schedule-F subject to following stipulations:</p> <p>(i) If it is provided in the agreement that steel is to be procured from primary producers and</p>

	<p>Charge. The contractor shall have to obtain and furnish test certificate to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in the relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected, and shall be removed from the site of work within; a weeks' time from written order from the Engineer-in-charge to do so.</p>	<p>procurement of steel from secondary producer is allowed by E-in-charge then deduction based on the difference in market rate of steel from primary producer and secondary producer shall be made in the running/final bills.</p> <p>(ii) However, if the stipulation is for procurement of steel from secondary producer then if the contractor uses steel from primary producers the same shall be allowed but nothing extra shall be payable on this account.</p> <p>The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in the relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work within a weeks' time from written order from the Engineer-in Charge to do so.</p> <p>*Deduction item made on account of use of steel from secondary producers instead of primary producers shall not be treated as sub standard work.</p>
3.2.4	<p>For steel procured from main producers, for checking nominal mass, tensile strength, bend test etc. specimen of sufficient length shall be cut from each diameter of the bar at random at frequency not less than that specified below. In case of works costing more than Rs. 2 Crores and when the steel is procured from other than main producers, additional tests such as retest, re-bend test, elongation test, proof stress may also be conducted.</p>	<p>For steel procured from main producers or secondary producer, for checking nominal mass, tensile strength, bend test, etc. specimen of sufficient length shall be cut from each diameter of the bar at random at frequency not less than that specified below. In case of works costing more than Rs. 2 Crores and when the steel is procured from other than main producers, additional tests such as, retest, re-bend test, elongation test, proof stress may also be conducted.</p>

ANNEXURE –A

Corresponding Addition/ modifications in instructions/ Guidelines for filling up the NIT and Tender/ GCC/ Schedule F

PROFORMA OF SCHEDULE - ENSURE THE FOLLOWING	
SCHEDULE "F" GENERAL RULES AND DIRECTIONS:	
Clause 10	Fill in either Primary or Secondary In the blank space keeping In view the site / local conditions.

Clause – 42

Methodology for working at the Star Price of Galvanized Steel in 2(d) shall be as under:

1) Work out the average prevailing market rate of steel from three main producers SAL, TISCO & RINL.

for each at the following sections:

- a) 130 x 130 x 10 mm
- b) 75x75x8 mm
- c) 50x50x5 mm
- ii) Calculate average of i)(a), i)(b) & i)(c)
- iii) Calculate 18% of (ii) for the cost of zinc galvanizing.
- iv) Star price will be the sum of ii) & iii) above.

Correction Slip no. 3

(To GCC for BSNL Civil works-2006, issued on 15-4-09)

Sr. No.	Clause	Existing Provision	Modified Provision
1.	1For amount exceeding Rs. 6.00 Lakhs (Rupees six lakhs) shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five Percent) of the tendered amount.....For amount exceeding Rs. 15.00 Lakhs (Rupees fifteen Lakhs) shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount.....
2.	1A (Foot note)	In case of works with estimated cost put to tender is up-to and including Rs. 6,00,000/-, the clause 1 shall not be applicable and.....	In case of works with estimated cost put to tender is up-to and including Rs. 15,00,000/-, the clause 1 shall not be applicable and.....
3.	17if any defect shrinkage or other faults appear in the work within twelve months (12 months) after a certificate final..... the contractor shall..... make the same good at his own expense ora sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.if any defect, shrinkage or other faults appear in the work within twelve months (12 months) (Six months in the case of work costing Rs. Fifteen lakhs and below except road work) after a certificate final.....the contractor shall.....make the same good at his own expense or.....a sufficient portion thereof. The security deposit or the contractor shall not be refunded before the expiry of twelve months (Six months in the case of work costing Rs. Fifteen lakhs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

ANNEXURE-A

S.No.	Subject	Existing Provision	Modified Provision
1	Cost of work for publicity of NIT through press.	It will be mandatory for all units including Civil & Electrical wings to display NITs on the website, of tenders whose values is upto Rs. 2 lakh.	It Will be mandatory for Civil and Electrical wing to display NITs on the website, of tenders whose estimated cost! value is upto Rs. 5 lakh. However, in respect of works estimated to cost more than Rs. 5 Lakh a brief advertisement inviting tenders should also be invariably inserted in the press in the classified category.

**Correction Slip no. 4
(To GCC for civil works-2006)**

Clause/para of BSNL 6/8	Existing Provisions	Modifications proposed
1A	<p>The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by BSNL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash (upto Rs.2500.00/Demand draft/Banker's Cheque/Deposit at Call Receipt of a Scheduled Bank or The State Bank Of India in accordance with the form annexed hereto. In case a Fixed Deposit Receipt of any bank is furnished by the contractor to the BSNL as part of the security Deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the BSNL to make good the deficit.</p> <p>All compensations or the other sums will be treated a part of the Security Deposit.</p> <p>Does not exist</p>	<p>The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by BSNL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash (upto Rs. 2500) Demand draft/Banker's Cheque/ Deposit at Call Receipt of a Scheduled Bank or The State Bank Of India in accordance with the form annexed hereto. In case a Fixed Deposit Receipt of any bank is furnished by the contractor to the BSNL as part of the security Deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the BSNL to make good the deficit.</p> <p>All compensations or the other sums will be treated a part of the Security Deposit.</p> <p>The Security Deposit as deducted above can be released against the Bank Guarantee by a scheduled bank , on its accumulation to a minimum of Rs. 5 lakh subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rs. 5 Lakh. Provided further that the validity of Bank Guarantee including the one given against the earnest money shall be in conformity with the provisions contained in clause which shall be extended from time to time depending upon the extension of contract granted under</p>

	NOTES: - In case of works with..... tendered value of the work	provisions of Clause 2 and Clause 5. NOTES: - In case of works with tendered value of the work
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<p>CLAUSE 2. (COMPEN SATION FOR DELAY</p>	<p>If the contractor fails to maintain.....The decision of the aforesaid authority in writing shall be final and binding on the contractor. This will also apply to items or group of items for which separate period of completion has been specified.</p> <p>Compensation for delay of work</p> <p>@ 2.0 % Per month of delay to be computed on daily basis for the works having stipulated time of completion more than six months</p> <p>@ 1.0 % Per week of delay to be computed on daily basis for the works having stipulated time of completion upto six months</p> <p>Provided always is originally given. The amount ... other contract with the BSNL.</p> <p>In case, the contractor does not However, no interest, whatsoever, shall be payable on such withheld amount.</p> <p>Does not exist</p>	<p>If the contractor fails to maintain.....The decision of the aforesaid authority in writing shall be final and binding on the contractor. This will also apply to items or group of items for which separate period of completion has been specified.</p> <p>Compensation for delay of work</p> <p>@ 2.0 % Per month of delay to be computed on daily basis for the works having stipulated time of completion more than six months</p> <p>@ 1.0 % Per week of delay to be computed on daily basis for the works having stipulated time of completion from three months to six months</p> <p>@ 1.5 % Per week of delay to be computed on daily basis for the works having stipulated time of completion up to three months</p> <p>Provided always is originally given. The amount ... other contract with the BSNL.</p> <p>In case, the contractor does not However, no interest, whatsoever, shall be payable on such withheld amount.</p> <p>The compensation for slow progress or non-completion of work in stipulated time, at the rates specified therein, is an “agreed compensation” under clause 2, which the contractor has to pay in case of default. Therefore, Engineer-in-Charge will recover the same at the rates mentioned above, if the progress of the work is slow or the work is not completed in stipulated time. In case the contractor feels aggrieved, he may appeal to the authority specified in Schedule „F“ against such recovery, who has to take a balanced view of the delays on the part of the contractor, vis-à-vis the delays of the department and may uphold the recovery at the original rates or at reduced rates or completely waive off the same depending upon the merits of each case. In such cases the decision of the competent authority shall be final and out of purview of the clause 25.</p>
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<p>CLAUSE 3 (WHEN CONTRACT CAN BE DETERMINED)</p>	<p>If the Contractor:</p> <p>i) Having been seven days thereafter; or,</p> <p>ii) has without seven days from the Engineer-in-Charge; or</p> <p>iii) persistently neglects to... Engineer-in-Charge; or</p> <p>iv) fails to complete Engineer-in-Charge; or</p> <p>v) being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order; or</p> <p>vi) commits any act/acts mentioned in Clause-21 there of</p> <p>vii) fails to start the work within 1/8 th of stipulated time</p> <p>Does not exist</p> <p>Does not exist</p>	<p>If the Contractor:</p> <p>i) Having been seven days thereafter; or,</p> <p>ii) has without seven days from the Engineer-in-Charge; or</p> <p>iii) persistently neglects to... Engineer-in-Charge; or</p> <p>iv) fails to complete Engineer-in-Charge; or</p> <p>v) shall offer or give or agree to give to any person in Government/BSNL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having been done or forborne to do any act in relation to the obtaining or execution of this or any other contract for BSNL; or</p> <p>vi) Shall enter in to a contract with BSNL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge; or</p> <p>vii) Shall obtain a contract with BSNL as a result of wrong tendering or other non-bonafide methods of competitive tendering; or</p> <p>viii) Shall any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or</p> <p>ix) being a company shall pass a resolution or the court shall make an</p>
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	<p>Does not exist</p> <p>Does not exist</p>	<p>order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order; or</p> <p>x) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or</p> <p>xi) assigns, transfer, sublets (engagement of labour on a piece-work basis or of a labour with</p>
	<p>THEN the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the Contract and in addition to any right or remedies under any of the provisions of the Contract or otherwise and whether the date for completion has or has not elapsed, shall by a notice in writing, shall have powers: -</p> <p>a) To determine or rescind the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Performance Guarantee, Earnest Money Deposit and security deposit already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.</p> <p>b) To measure up the work of the contractor, after giving notice to the contractor, and to take such balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work.</p> <p>The Engineer-in-charge shall on such determination or recession shall have powers to carry out such items of the work by any means at the risk and cost of the contractor. The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for the completion of such items of work. Any expenses which may be incurred in excess of the sum which would have been paid to the original</p>	<p>materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-charge</p> <p>THEN the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the Contract and in addition to any right or remedies under any of the provisions of the Contract or otherwise and whether the date for completion has or has not elapsed, shall by a notice in writing, shall have powers: -</p> <p>a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Performance Guarantee, Earnest Money Deposit and security deposit already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.</p> <p>b) To measure up the work of the contractor, after giving notice to the contractor, and to take such balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work. Deleted</p>

	<p>contractor if the whole work had been executed by him (the certificate in writing of the Engineer-in-Charge for the amount which exceeds the amounts contracted for the unexecuted / imperfectly executed items shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the BSNL under the contract or on any other account whatsoever or from his Security Deposit and Performance Guarantee or the proceeds of sales thereof, or a sufficient part thereof as the case may be. If said available Performance Guarantee, Security Deposit and moneys are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary The Buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract. If the expenses incurred by the BSNL are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.</p> <p>In the event of above course(s) to be paid the value so certified.</p> <p>The contractor, whose contract is determined or rescinded as above, shall be allowed to participate in the tendering process for the balance work if he so desired.</p>	<p>Deleted</p> <p>In the event of above course(s) to be paid the value so certified.</p> <p>The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.</p>
<p>Clause 3A</p>	<p>Does not exist</p>	<p>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at</p>

<p>CLAUSE 6A Computerized Measurement Book</p>	<p>Does not exist</p>	<p>Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.</p> <p>All measurement of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of department so that a complete record is obtained of all the items of works performed under the contract.</p> <p>All such measurement and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorised representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.</p> <p>Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-</p>
		<p>these checked/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorised representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.</p> <p>The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and</p>

		<p>bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Division Officer for payment. The contractor shall submit two spare copies of such computerized MBs for the purpose of reference and record by the various officers of the department.</p> <p>The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.</p> <p>The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/ levels by the Engineer-in-Charge or his representative.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.</p> <p>The contractor shall give not less than seven days" notice to the Engineer-in-Charge or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test</p>
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		<p>checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative incharge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and /or test checking measurements without such notice having been given or the Engineer-in-Charge"s consent being obtained in writing the same shall be uncovered at the Contractor"s expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.</p> <p>Engineer-in-Charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p> <p>It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.</p>
<p>CLAUSE 10 B i) Secured Advance on Non-perishable Materials</p>	<p>The contractor on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work, upto 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be</p>	<p>The contractor on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work, up to 90% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be</p>

	<p>recovered/deducted from the next payment made under any of the clause or clauses of this contract.</p> <p>Such secured advance glass, sand, petrol, diesel etc.</p>	<p>recovered/deducted from the next payment made under any of the clause or clauses of this contract.</p> <p>Such secured advance glass, sand, petrol, diesel etc.</p>
<p>CLAUSE 10 C : (Payment due to increase/decrease in prices/wages after receipt of tender for the work)</p>	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: -</p> <p>i) The base date for ...s including extension, if any.</p> <p>ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same.</p> <p>iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor.</p> <p>iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below:</p> <p>a) Adjustment for component of Cement</p> <p>b) Adjustment for component of Reinforcement Steel</p> <p>Vs = Qs * SPs * (SI-Slo) / Slo</p> <p>Vs = Variation in Reinforcement Steel cost</p>	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: -</p> <p>i) The base date fors including extension, if any.</p> <p>ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same</p> <p>iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor.</p> <p>iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below:</p> <p>a) Adjustment for component of Cement (No Change)</p> <p>b) Adjustment for component of Reinforcement Steel</p>

	<p>i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter.</p> <p>SPs = Star price of Reinforcement Steel as mentioned in Schedule F.</p> <p>SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of steel reinforcement for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Slo = All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>c) Adjustment for component of Galvanized steel Vt = Qt * SPt * {0.85[(TI-Tlo)/Tlo]+0.15[(ZI-Zlo)/Zlo]}</p> <p>Vt = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qt = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier). SPt = Star price of Galvanized Steel as mentioned in Schedule F [to be fixed by the concerned CE(C)].</p> <p>TI = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published</p>	<p>Vs = Qs * SPs * (SI-Slo) / Slo</p> <p>Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter.</p> <p>SPs = Star price of Reinforcement Steel as mentioned in Schedule F.</p> <p>SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce.</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p> <p>Slo = All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>c) Adjustment for component of Galvanized steel Vt = Qt * SPt * {0.85[(TI-Tlo)/Tlo]+0.15[(ZI-Zlo)/Zlo]}</p> <p>Vt = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qt = Quantity of Galvanized Steel brought at site or used in works since previous bill</p>
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	<p>by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Tlo = All India wholesale index for Tower steel material (Angles , channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>ZI = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration. For the period extended under the provisions of clause-5 of the contract without any action under clause-2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Zlo = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>d)Adjustment for component of Other Materials (No Change)</p>	<p>(whichever is earlier).</p> <p>SPt = Star price of Galvanized Steel as mentioned in Schedule F [to be fixed by the concerned CE(C)].</p> <p>TI = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p> <p>Tlo = All India wholesale index for Tower steel material (Angles , channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>ZI = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. (In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p>
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	<p>e) Adjustment for component of P.O.L. (No Change)</p>	<p>Zlo = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>d) Adjustment for component of Other Materials (No Change)</p> <p>e) Adjustment for component of P.O.L. (No Change)</p>
<p>CLAUSE 10 CA</p>	<p>If after submission of the tender, the price of cement and/or reinforcement steel bars and/or galvanized steel (not being materials supplied from the Engineer-in Charge's stores in accordance with Clauses 10 thereof) increase(s) / decreases beyond the price(s) prevailing at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under clause-5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) & (c) of this clause shall be payable/recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.</p> <p>The increase/decrease in prices including extension if any and for the period under consideration.</p> <p>In case, price index of a particular material schedule-F shall be followed.</p> <p>The amount of contract as per the formula given below for individual material:</p> <p>a) Adjustment for component of Cement (No Change)</p> <p>b) Adjustment for component of Reinforcement Steel</p>	<p>If after submission of the tender, the price of cement and/or reinforcement steel bars and/or galvanized steel (not being materials supplied from the Engineer-in Charge's stores in accordance with Clauses 10 thereof) increase(s) / decreases beyond the price(s) prevailing at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under clause-5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) & (c) of this clause shall be payable/recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.</p> <p>The increase/decrease in prices including extension if any and for the period under consideration.</p> <p>In case, price index of a particular material schedule-F shall be followed.</p> <p>The amount of contract as per the formula given below for individual material:</p> <p>a) Adjustment for component of Cement (No Change)</p> <p>b) Adjustment for component of</p>

	<p>Vs = Qs * SPs * (SI-Slo) / Slo</p> <p>Vs: Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p>Qs : Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)</p> <p>SPs Star price of Reinforcement Steel as mentioned in Schedule F.</p> <p>SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of steel reinforcement for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Slo : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and as valid on the last stipulated date of receipt of tender including extension if any.</p> <p>c) Adjustment for component of Galvanized Steel</p> <p>Vt = Qt * SPt * {0.85[(TI-Tlo)/Tlo] + 0.15[(ZI-Zlo)/Zlo]}</p> <p>Vt = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qt = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p>SPt = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the</p>	<p>Reinforcement Steel</p> <p>Vs = Qs * SPs * (SI-Slo) / Slo</p> <p>Vs: Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p>Qs : Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)</p> <p>SPs Star price of Reinforcement Steel as mentioned in Schedule F.</p> <p>SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p> <p>Slo : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and as valid on the last stipulated date of receipt of tender including extension if any.</p> <p>c) Adjustment for component of Galvanized Steel</p> <p>Vt = Qt * SPt * {0.85[(TI-Tlo)/Tlo] + 0.15[(ZI-Zlo)/Zlo]}</p> <p>Vt = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qt = Quantity of Galvanized Steel brought at</p>
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	<p>concerned CE(C)].</p> <p>TI = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Tlo = All India wholesale index for Tower steel material (Angles, channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>ZI = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration. For the period extended under the provisions of clause-5 of the contract without any action under clause-2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Zlo = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including</p>	<p>site or used in works since previous bill (whichever is earlier).</p> <p>SPt = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)].</p> <p>TI = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p> <p>Tlo = All India wholesale index for Tower steel material (Angles, channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>ZI = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p>
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	<p>extension if any.</p>	<p>Zlo = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p>
<p>CLAUSE 12: (Deviations, Variations Extent and Pricing)</p>	<p>12.1 The Engineer-in-Charge shall have power except as hereafter provided.</p> <p>12.1.1 The time requested by the contractor, as follows:</p> <p>(i) In the proportionI tendered value(+) plus</p> <p>(ii) 25% of the timet authority under Clause-5.</p> <p>12.1.2 Rates for such altered, additional or substituted work shall be determined by the Engineer-in-Charge as follows:</p> <p>i) If the rate for altered, additional or substituted item of work is specified in the schedule of quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rates for the same item of work in the other schedules of quantities.</p> <p>ii) If the rate for any altered, additional, or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tender where two or more schedule of quantities form part of the contract the rate shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar item in other schedule of quantities. The rate of such item shall be worked out on the basis of rate of similar item plus the difference in rate of the original item and the substituted item at the rate entered in Schedule of Rates mentioned in Schedule 'F' plus/minus the</p>	<p>12.1 The Engineer-in-Charge shall have power except as hereafter provided.</p> <p>12.1.1 The time requested by the contractor, as follows:</p> <p>(i) In the proportionI tendered value(+) plus</p> <p>(ii) 25% of the timet authority under Clause-5.</p> <p style="text-align: center;">To be deleted</p>

	<p>percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded. iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) to (ii) above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed and the Engineer-in-Charge shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform, the Engineer-in-Charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such items shall be determined by the Engineer-in-Charge on the basis of market rate(s) prevailing during the fortnight following the date of the order plus ten per cent for profit and overhead.</p> <p>12.2 In the case of contract items, substituted items, contract cum substituted items or additional items which individually exceeds the deviation limits laid down in Schedule 'F' the contractor shall within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limit provided that if the rate so claimed are in excess of the rates specified in the Schedule of Quantities of those derived in accordance with the provisions of sub-para (i) to (ii) of conditions 12.1.2 and the Engineer-in-Charge shall, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the stipulated rates so determined. In the event of the contractor failing to claim the revision of rates within the stipulated period, the Engineer-in-Charge shall make payment at the rates as specified in the Schedule of Quantities or those already determined under sub-paras (i) to (ii) of condition 12.1.2 for the quantities in excess of the deviation limit laid down in Schedule 'F'.</p> <p>Does not exist</p>	<p>12.2 In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may, within 15 days of receipt of the order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall, within one month of the receipt of the claim supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform, the Engineer-in-Charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such items shall be determined by the Engineer-in-Charge on the basis of market rate(s) prevailing during that period.</p> <p>In case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned below:-</p> <p>12.2.1 If the market rate for the</p>
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	<p>Does not exist</p> <p>12.3 All the provisions of the preceding paragraph i.e. Clause 12.2 shall also apply to the decrease in the rates of items for the work in excess of the deviation limit and the Engineer-in-Charge may after giving notice to the contractor and after taking into consideration any reply received from him, revise the rates for the work in question having regard to decrease in the market rates.</p> <p>12.4 The Engineer-in-Charge shall intimate to the contractor the sanctioned rates of items falling under the sub-clauses 12.1.2(i) to (ii) above within three months of written orders to carry out the work and in case item falling under sub-clauses 12.1.2 (iii) and clauses 12.2 within three months of intimation of rate claimed by the contractor. The reduced rates of items falling under clause 12.3 shall be intimated within three months of the receipt of order by the</p>	<p>substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).</p> <p>12.2.2 If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).</p> <p>In the case of contract items, substituted items, contract cum substituted items which exceeds the limits laid down in Schedule „F“ the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rate so claimed are in excess of the rates specified in the Schedule of Quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the stipulated rates so determined for the quantities in excess of the deviation limit laid down in schedule-F.</p> <p>12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule „F“, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.</p>
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	<p>contractor. Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates or disputes in the rates fixed by the Engineer-in-Charge of the items falling under the above clauses.</p> <p>Does not exist</p> <p>12.5 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.</p>	<p>12.4 The contractor shall send to the Engineer-in-Charge once every three months, an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer may authorize consideration of such claims on merits.</p> <p>12.5 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:-</p> <p>i) For Buildings: All works upto 1.2 m above the ground level or upto floor 1 level whichever is lower.</p> <p>ii) For abutments, piers and well steining: All works upto 1.2 m above the bed level.</p> <p>iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and the other elevated structures: All works upto 1.2 meters above the ground level.</p> <p>iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works upto 1.2 meters above the ground level.</p> <p>v) For basement: All works upto 1.2 m above ground level or upto floor 1 level whichever is lower. vi) For Roads, all items of excavation and filling including treatment of subbase.</p> <p>12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.</p>
CLAUSE 25	Except where otherwise provided in the	Except where otherwise provided in the

Settlement of Disputes & Arbitration

contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

(i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the BSNL or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract, the contractor shall forthwith give notice in writing of his claim, in this behalf to the Engineer-in-Charge within 30 days from the date of disallowance thereof for which the contractor claims such additional payment or compensation or disputes the validity of any deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the BSNL be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Engineer-in-Charge in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claims not notified to the Engineer-in-Charge in writing in the manner and within the time aforesaid.

(ii) The Engineer-in-Charge shall give his decision in writing on the claims notified by the contractor within 30 days of the receipt of the notice thereof. If the contractor is not satisfied with the decision of the Engineer-in-Charge, the contractor may within 15 days of the receipt of the decision of the Engineer-in-Charge submit his claims to the conciliating authority named in Schedule 'F' for conciliation along with all details and copies of correspondence exchanged between him and the Engineer-in-Charge.

contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

(i) If the contractor considers that any work demanded of him to be outside the requirements of the contract, disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of contractors letter.

(ii) If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor within a period of 30 days from receipt of the decision, give a notice, in the form prescribed by the BSNL as per Appendix-XV to the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if

	<p>(iii) The party initiating conciliation shall send to the other party a written invitation to conciliate. Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate. If the other party rejects the invitation, or does not reply within thirty days from the date of invitation, there will be no Conciliation Proceedings.</p> <p>(iv) When it appears to the Conciliator that there exists element of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to parties for their observation after receiving the observations of the parties. He may reformulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on settlement of the dispute, they may draw up and sign a written settlement agreement. Parties may request the Conciliator to draw up or assist them in drawing up the settlement agreement. Such settlement agreement shall have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under section 30 of Arbitration and Conciliation Act 1996. If a settlement does not appear possible, the Conciliator, after consultation with the parties will give a written declaration that further efforts at Conciliation are no longer justified and the Conciliation Proceedings are terminated.</p> <p>(v) When conciliation proceedings have become in-fructuous or have been terminated the party, which initiated the Conciliation shall, within a period of 30 days of termination thereof shall give a notice, in the form prescribed by the BSNL, to the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, to the Administrative Head of the Bharat Sanchar Nigam Limited for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.</p> <p>(vi) Except where the decisions have become final, binding and conclusive in terms of the contract, all disputes arising out of the notified claims of the contractor as aforesaid and all claims of the BSNL shall be referred for adjudication through the arbitration by the Sole Arbitrator appointed by the Chief Engineer, Bharat Sanchar</p>	<p>there be no Chief Engineer, to the Administrative Head of the Bharat Sanchar Nigam Limited for appointment of an arbitrator to adjudicate the notified claims failing which the said decision shall be final binding & conclusive and not referable to adjudication by the arbitrator.</p> <p>To be deleted</p> <p>To be deleted</p> <p>To be deleted</p> <p>(iii) Except where the decisions have become final, binding and conclusive in terms of Sub para (ii) above, disputes or differences shall be</p>
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	<p>Nigam Limited in-charge of the work or if there be no Chief Engineer, the Administrative Head of the Bharat Sanchar Nigam Limited. It will also be no objection to any such appointment that the Arbitrator so appointed is a BSNL Employee and that he had to deal with the matters to which the Contract relates in the course of his duties as BSNL Employee. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief Engineer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along-with the notice for appointment of arbitrator.</p> <p>It is also a term arbitration at all.</p> <p>The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>It is also a term of give reasons for the award for each dispute referred to him.</p> <p>It is also a term equally by both the parties.</p> <p>It is also a term costs to be so paid.</p>	<p>referred for adjudication through the arbitration by the Sole Arbitrator appointed by the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, the Administrative Head of the Bharat Sanchar Nigam Limited. It will also be no objection to any such appointment that the Arbitrator so appointed is a BSNL Employee and that he had to deal with the matters to which the Contract relates in the course of his duties as BSNL Employee. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief Engineer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along-with the notice for appointment of arbitrator and giving reference to the rejection by the Superintending Engineer of the appeal.</p> <p>It is also a term arbitration at all.</p> <p>It is also a term of this contract that if contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and BSNL shall be discharged and released of all liabilities under the contract in respect of these claims.</p> <p>The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause</p> <p>It is also a term of give reasons for the award for each dispute referred to him.</p>
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		<p>It is also a term equally by both the parties.</p> <p>It is also a term costs to be so paid.</p>
<p>CLAUSE 36 Employment of Technical Staff and employees</p>	<p>Contractors Superintendence, Supervision, Technical Staff & Employees</p> <p>i) The contractor under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work. Such qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the Engineer-in-Charge shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from the Engineer-in-Charge and shall be available at site within fifteen days of start of the work.</p> <p>If the contractor (or any partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the Clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and/or the contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in-Charge and/or at the site of work, as required, to take instructions. Instructions given to the Principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to</p>	<p>Contractors Superintendence, Supervision, Technical Staff & Employees</p> <p>i) The contractor under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the Engineer-in-Charge shall be final and binding on the contractor in this respect. Such a principal technical Representative shall be appointed by the contractor soon after receipt of the approval from the Engineer-in-Charge and shall be available at site within fifteen days of start of the work.</p> <p>To be deleted.</p>

	<p>the contractor. The principal technical representative and/or the contractor or his responsible authorised agent shall be actually available at site atleast two working days every week, these days shall be determined in consultation with the Engineer-in-Charge as well as fully during important stages of execution of work, during recording measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and purpose of this clause are fulfilled satisfactorily.</p> <p>If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provisions of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor.</p> <p>Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative/ responsible agent along-with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.</p> <p>ii)The contractor shall for proper supervision of the work.</p>	<p>If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provisions of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor.</p> <p>Further if the contractor fails to appoint a suitable principal technical representative and/ or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along-with every on account bill/ final bill and shall produce evidence if at any time so required by the</p>
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	<p>The contractor shall execution of the work.</p> <p>The Engineer-in-Charge shall be possible by competent substitutes.</p>	<p>Engineer-in-Charge.</p> <p>ii)The contractor shall for proper supervision of the work.</p> <p>The contractor shall execution of the work.</p> <p>The Engineer-in-Charge shall be possible by competent substitutes.</p>
<p>CLAUSE 37 Levy/ Taxes Payable by Contractor</p>	<p>i) Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect.</p> <p>ii) The contractor shall deposit from local authorities.</p> <p>iii) If pursuant to or under any law, as aforesaid from dues of the contractor.</p>	<p>i) Sales Tax/VAT (including Service Tax upto the extent mentioned in Schedule "F"), Building and other Construction Workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.</p> <p>ii) The contractor shall deposit from local authorities.</p> <p>iii) If pursuant to or under any law..... as aforesaid from dues of the contractor.</p>
<p>CLAUSE 38 Conditions for reimbursement of Levy/ Taxes, if levied after receipt of tenders</p>	<p>i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by statute, the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</p> <p>ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Government and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.</p> <p>iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition,</p>	<p>i) All tendered rates shall be inclusive of all taxes and levies (including Service Tax upto the extent mentioned in Schedule "F") payable under respective statutes. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</p> <p>ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of BSNL and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.</p> <p>iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge</p>

	together with all necessary information relating thereto	that the same is given pursuant to this condition, together with all necessary information relating thereto.
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<p>Para 6</p>	<p>Tender documents, during the hours specified above on payment of the following: -</p> <p>(i) Rs _____in cash as cost of tender(Non refundable) and</p> <p>(ii) Earnest money of Rs._____in cash (upto Rs.2500/-only)/ deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of _____</p> <p>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.</p> <p>(iii) The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from Website in the form as detailed at sub para(ii) above.</p> <p>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.</p>	<p>Tender documents during the hours specified above on payment of following:-</p> <p>i. Rs. -----plus Sales Tax (as applicable) as cost of tender (Non-refundable) in cash or Demand Drafts / Pay Orders of a Scheduled Bank drawn in favour of Accounts Officer, BSNL Civil Division _____.</p> <p>ii. The tender shall be accompanied by Earnest money of in cash (upto Rs. 2500/-only) /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 Accounts Officer, BSNL Civil Division _____. When amount of Earnest money is more than Rs. 5 lakhs, part of earnest money is acceptable in form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 Lakhs) 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.</p>
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<p>Para 9 Submission of tender</p>	<p>9.2 In case tender document is purchased from Div/Sub-div office</p> <p>9.2.1: Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no.1</p> <p>9.2.2 :Envelope no. 2 will be as per Para 9.1.2.</p> <p>9.2.3: The sealed envelopes 1&2 shall be placed in another sealed envelop no 3</p> <p>9.2.4 :same as 9.1.4</p> <p>Note: In case the eligibility credentials contract or existing law</p> <p>9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.</p>	<p>9.2 In case the tender document is purchased from Division office</p> <p>9.2.1 Earnest Money Deposit in required format or proof of payment of EMD(if paid in cash) and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1</p> <p>9.2.2 Envelope no. 2 will be as per Para 9.1.2.</p> <p>9.2.3 The sealed envelopes 1 & 2 shall be placed in another sealed envelope no. 3</p> <p>9.2.4 Same as 9.1.4</p> <p>Note: In case the eligibility credentials contract or existing law</p> <p>9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed (wax sealed/ adhesive treated as non-responsive and shall</p>
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Schedule-F	Reference to General Condition of contract: -	Reference to General Condition of contract: -
	<p>Name of work: - -----</p> <p>Estimated cost of work: - Rs.------(Rupees-----)</p> <p>Earnest money: - - Rs.------(Rupees-----)</p> <p>Performance Guarantee (5 % of the tendered value in form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender Rs 6 Lakhs) Rs.------(Rupees-----)</p> <p>Security deposit</p> <p>(10 % of the tendered value for works with estimated cost put to tender upto 6 Lakhs) :- Rs.------(Rupees-----)</p> <p>(5 % of the tendered value in form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender Rs 6 Lakhs) :- Rs.------(Rupees-----)</p> <p>GENERAL RULES AND DIRECTIONS</p> <p>Officer inviting tender: - -----</p> <p>Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in</p>	<p>-----NO CHANGE-----</p> <p>GENERAL RULES AND DIRECTIONS</p>

accordance with the clause 12.2 & 12.3. -----

Definitions:

2 (v) Engineer –in –Charge -----

----- No change ---

2 (viii) Accepting Authority -----

2 (x) Percentage on cost of material and labour to cover all overheads and profits. -----

2 (xi) Standard Schedule of Rates -----

2 (xii) Department -----

9 (ii) Standard B.S.N.L. contract form -----

Clause 2

Authority for fixing compensation under clause 2 ----

Clause- 2
-----No change ----

Clause 2A

Whether Clause 2A shall be applicable --- Yes/No ----

Clause- 2A
-----No change ----

Clause 3A

Does not exist ----- Whether Clause 3A shall be applicable --- Yes/No

Clause 5

i) Time allowed for execution of work --- ---

Clause- 5
-----No change ----

ii) Authority to give fair and reasonable extension of time

For completion of work -----No change ----

Clause 6A

Does not exist ----- Whether Clause 6A shall be applicable --- Yes/No

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..... No Change.....

Clause 11

Specification to be followed for execution of work

Clause 11
-----No change ----

Clause 12

12.1.2(iii) Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.1.2(i) and (ii).

Clause- 12
----- 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 be apply

----- No Change-----

Clause 16

Competent authority for deciding reduced rates -----

Clause 16
----- No Change -----

Clause 25

Competent Authority for conciliation -----

Clause 25
-----Deleted-----

**Notice for appointment of Arbitrator
[Refer Clause 25]**

To
The Chief Engineer
BSNL Civil Zone
.....

Dear Sir,

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

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

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

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

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

Yours faithfully,

(Signatures)

Copy in duplicate to:

1. The Executive Engineer,
.....Division.

**Amendments in Instructions for filling up
“The Contract Conditions of Contract”
Correction Slip No. 4**

(To GCC for Civil works-2006)

Clause/para	Existing Provisions	Modification proposed
Clause 3A of Schedule-F	Does not exist	It shall be applicable to all BSNL internal works but for turn key/External Projects this clause will not be applicable to keep the contractor engaged and to safe guard the BSNL interest. Respective NIT approving authority shall provisioned this clause accordingly.
Clause 6A of Schedule-F	Does not exist	For operation of 6A regarding Computerised Measurement Books, the NIT approving authority shall initially implement this clause for all works costing more than Rs.1.00 (Rs. One Crore) and after six months with effect from issue of this Correction Slip (C.S. No. -4) the same may be reviewed for lesser value of works depending on the preparedness of the contractors and BSNL executives in that Civil Zone for all works as per Section 7.12 of CDWD Works Manual 2012.
Clause 12.1.2(II) & 12.1.2(III) of Schedule-F	Enter reference to Schedule of Rates & Enter % of Above / Below	Deleted
Clause 25 of Schedule-F	Enter the designation of Conciliatory Authority <ul style="list-style-type: none"> • In respect ofthe adjoining Zone • In respect ofthe adjoining Zone 	Deleted
Clause 36 of Schedule-F	(iii) Enter the number of years.....NIT issuing Authority.	To be filled up by NIT approving authority as per latest provision of Appendix-18 of CDWD Works Manual.

**Correction Slip no. 5
(To GCC for civil works-2006)**

Clause No.	Present Provision in the Clause	Modified Provision in the Clause
37 (i)	Sales Tax/VAT (except Service Tax). Building and other construction workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect. However, in respect of Service Tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.	Sales Tax/VAT (including Service Tax up to the extent mentioned in Schedule-F) , Building and other construction workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.
38 (ii)	All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by statute after the last stipulated date for the receipt of tender including extensions, if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.	All tendered rates shall be inclusive of all taxes and levies (including Service Tax up to the extent mentioned in Schedule-F under Clause-37(i)) , payable under respective statutes. However, if any further tax or levy or cess is imposed by statute after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

**Correction Slip no. 6
(To GCC for civil works-2006)**

Clause No.	Present Provision in the Clause	Modified Provision in the Clause
7	No payment shall be made for work,..... rates as decided by Engineer – in – Charge. The amount admissible will as far as possible be paid by 10 th working day after the day of presentation,of the bill by the contractor to the Engineer – in – Charge or his Asstt. Engineer together with the account of the material issued by the BSNL,or dismantled materials,if any.In the case of works outside the headquarter of the Engineer – in – Charge,the period of ten working days will be extended to fifteen working days. All such interim payment ----- detailed measurement thereof.	No change. The amount admissible will as far as possible be paid by 30 th working day after the day of presentation,of the bill by the contractor to the Engineer – in – Charge or his Asstt. Engineer together with the account of the material issued by the BSNL,or dismantled materials,if any.In the case of works outside the headquarter of the Engineer – in – Charge,the period of thirty working days will be extended to forty five working days. No change

Modifications in Schedule "F"

Clause No.	Present Provision in the Clause	Modified Provision in the Clause
Clause-37(i)	Extent of Service Tax payable by Contractor for Building and Construction works :- -----No Provision-----	Extent of Service Tax payable by Contractor for Building and Construction works :- 50% of total Service Tax, as per notification issued by Ministry of Finance, Govt. of India vide Notification No. 30/2012-Service Tax dated 20.06.2012.

SPECIAL CONDITIONS

1.0 General:

- 1.1. The quoted rates for various items in the tender shall be inclusive of all terms and conditions such as additional conditions, special conditions, particular specifications etc. and for adherence to all terms, conditions and specifications mentioned in the tender document . No extra payment shall be made to the contractor on account of this. Any infringement and/or breach of these specification and condition(s) etc. shall render the contractor liable for action(s) under various clauses of the contract and such action stipulated in conditions therein.
- 1.2. **GST (including GST up to the extent mentioned in Schedule-F)**, Building and other Construction workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.
- 1.3. The Contractor shall make his own arrangements for electricity required for the execution of the work. Necessary payment shall be made by the Contractor directly to the department concerned. In case the statutory authority fails to sanction the electric connection or delays the sanction of electric connection, the Contractor shall make his own arrangements by providing diesel generators of adequate capacity at his own cost. No delay on this account shall be accepted. Nothing extra shall be paid on this account.
- 1.4. The Contractor shall make his own arrangement for back up power at his own cost. No interruption of work shall be accepted due to power failure. Nothing extra shall be paid on this account.
- 1.5. No walls or terraces shall be cut for making any opening after water proofing has been done without written approval of Engineer-in-Charge. When permitted cutting of water proofing work shall be done very carefully so that other portion of water proofing is not damaged. On completion of work at such place the water proofing work shall be made good and ensured that the opening / cutting is made fully water proof as per contract specifications/ directions of Engineer-in-Charge. Nothing extra shall be payable on this account.
- 1.6. No structural member shall be chased or cut without the written permission of the Engineer-in-Charge.
- 1.7. The order or preference in case of any discrepancy as indicated in condition No.8.1 under "Conditions of Contract" given in the General Conditions of Contract for BSNL 2006 form, may be read as the following:
 - (i) Nomenclature of items as per schedule of quantities.
 - (ii) Particular specifications, special and additional conditions etc., as stipulated in tender document.
 - (iii) Contract clauses of Standard BSNL Contract form 2006 as corrected and modified up to last date of receipt of tenders.
 - (iv) CPWD Specifications.
 - (v) Architectural Drawings.
 - (vi) Indian Standard Specifications.
 - (vii) Sound Engineering Practice.
 - (viii) Manufacture Specifications.
 - (ix) Decision of Engineer-in-Charge shall be final and binding.

A references made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards upto last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standard applicable to the work at site.

- 1.8. The Contractor shall be bound to follow the instructions and restrictions imposed by the Local Administration / Police authorities on the working and /or movement of labour, materials etc. and

or due to less/ restricted working hours or any detours in movement of vehicles. Nothing extra shall be payable on this account.

- 1.9. The Contractor shall take all precautions to avoid 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 payable on this account.
- 1.10. All material shall only be brought at site as per programme finalized with the respective Engineer-In-Charge. Any pre-delivery of the material, not required for immediate consumption shall not be accepted and thus not paid for.
- 1.11. Large scale details and manufacture's dimensions for material to be incorporated shall take precedence over small scale drawings.
- 1.12. No foreign exchange shall be made available by the BSNL for the purchase of equipments, plants, machinery, material of any kind or other items required to be carried out in execution of work .
- 1.13. In accordance with requirements of the pollution control board, the contractor shall ensure that, the vehicles for bringing construction material to the site shall be in good condition and should conform to applicable air and noise emission standards and should be operated only during non-peak hours/ at such hours as are permitted by the local authorities. Nothing extra shall be payable on this account.
- 1.14. In accordance with requirements of the pollution control board, the contractor shall ensure that, ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Nothing extra shall be payable on this account.
- 1.15. In accordance with requirements of the pollution control board, the contractor shall ensure that, adequate measures to reduce air and noise pollution during construction have been adopted as per CPCB norms on noise limits. Nothing extra shall be payable on this account.
- 1.16. In accordance with requirements of the pollution control board, the contractor shall ensure that, the temporary roads inside the site must be sprinkled with water to control the dust arising due to movement of vehicles. Nothing extra shall be payable on this account.
- 1.17. Construction spoils, including bituminous material and other hazardous materials, must not be allowed to contaminate watercourses and the dump sites for such material must be secured so that they should not leach into the ground water. Nothing extra shall be payable on this account.
- 1.18. In accordance with requirements of the pollution control board, the DG sets installed during construction activity must be provided with necessary acoustic measures and exhaust pipe above the height of nearest tall building. Nothing extra shall be payable on this account.
- 1.19. In accordance with requirements of the pollution control board, the diesel generator sets to be used during construction phase shall be low sulphur diesel type and shall conform to E(P) Rules prescribed for air and noise emission standards. Nothing extra shall be payable on this account.
- 1.20. In accordance with requirements of the pollution control board, the safety equipments like boots, helmets, safety belts, gloves etc. must be provided for the workers and best and safe engineering practices must be adopted. Nothing extra shall be payable on this account.
- 1.21. In accordance with requirements of the pollution control board, the stipulations under the provisions of Water(Prevention and Control of Pollution) Act, 1974, the Air (Prevention and control of Pollution) Act 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act,1991 and EIA Notification, 2006 shall be ensured. Nothing extra shall be payable on this account.

- 1.22. If, any levy / fine is imposed by the regulatory authorities / inspecting authorities on account of violation of the above specified norms, the same shall be recovered from the contractor.
- 1.23 Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the "CPWD Specifications" (Refer Schedule F) and as per instructions of Engineer-in-Charge. Wherever CPWD Specifications are silent, the latest IS Codes / Specifications shall be followed and the rates should be all inclusive.
- 1.24 Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards upto last date of receipt of tenders. **The Contractor shall keep at his own cost all such publications including relevant Indian Standard applicable to the work at site.**
- 1.25 The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidelines only).
- 1.26 The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. Wherever absolutely essential, the chase shall be cut using chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The electrical boxes should be fixed in walls simultaneously while raising the brick work. The contractor shall ensure proper co-ordination of various disciplines viz. sanitary & water supply, horticulture & electrical etc.
- 1.27 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
- 1.28 Samples including brand / quality of materials and fittings to be used in the work shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.
- 1.29 Equipment like concrete pump excavators/Transit mixer etc. shall be allowed to be moved away from the site when, in written opinion of Engineer-in-Charge, the same are no longer required at site of work.
- 1.30 The contractor, his agents / representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.31 Contractor(s) shall study the soil investigation report for the site, available in the office of the Engineer-in-Charge and satisfy himself about complete characteristics of soil and other parameters at site. However, no claim on the alleged inadequacy or incorrectness of the soil data supplied by the department shall be entertained.
- 1.32 The tenderer shall see the approaches to the site. In case any approach from main road is required at 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.
- 1.33 Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
- 1.34 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to work due to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work.
- 1.35 The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc are to be constructed.
- 1.36 The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipments shall be

got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.

- 1.37 Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings.
- 1.38 Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to byelaws and municipal body / corporation where CPWD Specifications are not applicable. The contractor should get the materials (fixtures/fittings) tested by the Municipal Body / Corporation authorities wherever required at his own cost.
- 1.39 The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work, nomenclature of items, specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account.
- 1.40 The Architectural drawings other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fittings involved unless and otherwise specifically mentioned.
- 1.41 The contractor should submit the shop drawing of staging and shuttering for approval of Engineer-in-Charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.
- 1.42 Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings, trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.
- 1.43 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
- 1.44 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
- 1.45 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.
- 1.46 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting/shifting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.

In case the existing services are to be shifted permanently, then before dismantling the existing services, alternate/diversion of service lines has to be laid by the contractor so that there is no interruption in use of existing services. The contractor has to plan the alternate suitable route for

- diversion/shifting of service lines and get the same approved from the Engineer-in-Charge before starting shifting of services. Nothing extra shall be paid except the payment of dismantling and laying of new service lines as per conditions of contract.
- 1.47 The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
 - 1.48 The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.
 - 1.49 For construction works which are likely to generate malba / rubbish to the tune of more than a tempo / truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified /specified dumping ground and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.
 - 1.50 Surplus excavated earth which is beyond the requirement of the B.S.N.L. shall have to be disposed of the contractor at his own cost beyond the municipal limits or at places identified by the local bodies or as directed by the Engineer-in-Charge after obtaining written permission of the Engineer-in-Charge and no payment will be made by the Department for such disposal of this surplus excavated earth.
 - 1.51 The work is to be carried out in the compound where free movement of contractor's vehicle and labour may be restricted. The contractor has to follow the security requirement of campus area viz. entry passes for the labour and vehicles, security checks at entry/ exit gates, restriction on movement of vehicles, restricted timings of working etc. The BSNL however shall assist the contractor in obtaining such passes for movement of vehicles and labour. No claim whatsoever shall be entertained on account of delay in entry of vehicles and labour in the campus area including restrictions in working hours, if there is any.
 - 1.52 Communication and commuting:
In order to maintain instant and effective communication at all times, the contractor shall provide one set of communication system to the site so as to receive and pass on the instructions to and from the staff of department/ contractor irrespective their place and location. The rates quoted by the contractor shall be deemed to be inclusive of this cost. No additional payment shall be made to the contractor for providing these facilities.
 - 1.53 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to work due to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work.
 - 1.54 With each Running Bill, the details of test carried out shall be submitted by the contractor as per proforma given in the document.
 - 1.55 On completion of work, the contractor shall submit at his own cost four prints of "as built" drawings to the Engineer-in-Charge. These drawings shall have the following information.
 - a) Run off of all piping and their diameters including soil, waste pipes and vertical stacks.
 - b) Ground and invert level of all drainage pipes together with locations of all manholes and connections, upto out fall.
 - c) Run off of all water supply lines with diameters, location of control valves, access panels etc. In case the contractor fails to supply "as built drawing" aforesaid within 30 days of the date of completion, then the recovery @ Rs.10, 000/- each for such set of drawings shall be made from the contractor's final bill.
 - 1.56 In the item of providing and fixing precast reinforced cement concrete in shelves the cost of cutting chases and making good the same shall be inclusive in the item and nothing extra shall be paid on this account.
 - 1.57 In the item of finishing walls with exterior paint, only the plain/flat area shall be

measured for payment and nothing extra shall be paid on account of pointed wall surface.

2.0 Rates:

Unless otherwise specified in the schedule of quantities, the rates for respective items shall be all inclusive and apply to the following: -

- (i) All lifts & all heights, floors including terrace, leads and depths.
- (ii) All labour, material, tools and plants and other inputs involved in the execution of the item.
- (iii) Any of the conditions and specifications mentioned in the tender documents.
- (iv) Pumping / bailing out surface water / rain water / sub soil water, if necessary for any reason.
- (v) Providing sunk flooring in bath-rooms, kitchen, etc.
- (vi) Any legal or financial implications resulting out of disposal of earth, unserviceable building materials, debris, malba, if any.
- (vii) Payment of Royalty at the prevailing rates, if any, on the boulders, metal, shingle, sand and bajri etc. or any other material collected by him for the work direct to revenue authorities.
- (viii) Performance test of the entire installation(s) before the work is finally accepted.
- (ix) Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items.
- (x) All incidental charges for cartage, storage and safe custody of materials brought to site.

3.0 SECRECY

- 3.1 The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have notice that the Indian Official Secrets Act 1923 applies to them & will continue so to apply even after the execution of such works under the contract.
- 3.2 The contract is confidential and must be strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.
- 3.3 All documents, copies thereof & extracts therefrom furnished to the contractor shall be returned to the Engineer-in-Charge on the completion of the work / works or the earlier determination of the contract.

4.0 LABOUR AND SECURITY

- 4.1 The contractor shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand submit list of his agents, employees and work people concerned & shall satisfy as to the bonafides of such people.
- 4.2 The contractor & his work people shall observe all relevant rules regarding security promulgated in which work is to be carried out by the Controlling Administrative Authority of the IISER campus/area (hereinafter referred to as "Administrator").
- 4.3 The contractor, his representative, workman shall be allowed to enter through specified gates & timing as laid down by the controlling authority. They shall be issued an identity card or an individual pass in accordance with the standing rules & regulations & they should possess the same while working. The contractor shall be responsible for the conduct & actions of his workman, agents / representatives.

- 4.4 Normally contractor shall be allowed to carryout work between 7 AM to 6 PM. However, he may also be allowed to carryout the work beyond 6 PM & up to 7 AM if the site conditions / circumstances so demand with prior written permission from the "Administrator". However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained.
- 4.5 Normally contractor's material / vehicles etc shall be allowed to move in / go-out between 7 AM to 7 PM only & no movement of material / vehicles out of site of work shall be allowed during night hours unless specific permission is obtained from the "Administrator".
- 4.6 In case if a separate entry has been allowed, the contractor has to make all arrangement for making a separate entry gate and barricading of the working area to segregate/separate the same from other areas. All these have to be done by the contractor at his own cost including safeguarding any untoward incident in the restricted area due to separate entry gate and barricading arranged by the contractor. No extra amount on this account shall be payable by the department.

5.0 **PROGRAM CHART: -**

- 5.1 The Contractor shall prepare an integrated program chart for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the program within the stipulated period or earlier and submit the same for approval of the Engineer-in-Charge within **15 days** of the issue of letter of acceptance for the contract.
- 5.2 The work has to be completed in stages as indicated in the Milestones under clause 5 and the program should be prepared in such a manner to achieve these Milestones as indicated therein or even earlier.
- 5.3 The program chart should include the following: -
- a) Descriptive note explaining sequence of various activities.
 - b) Network (PERT / CPM / BAR CHART) which will indicate resources in financial terms, manpower and specialized equipment for every important stage.
 - c) Program for procurement of materials by the contractor.
 - d) Program of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.
- 5.4 If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved program referred above, the contractor shall produce a revised program showing the modifications to the approved program by additional inputs to ensure completion of the work within the stipulated time.
- 5.5 The submission of revised program or approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.

Notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amounts for any other reason.

6.0 **PROGRESS AND MONITORING OF WORK:**

Contractor shall give the Engineer-in-Charge on the 10th day of each month, progress report of the work done during the previous month. Such progress report will include the project progress

summary, work progress (planned v/s. actual), PERT chart, milestone status, financial progress status, manpower deployment status, important materials consumed, materials at site at the beginning of the month, materials consumed during the month and the balance quantities at the end of month and progress of the work stating the reasons for shortfall, if any including the steps and measures to be taken for making good the shortfall in the succeeding period. Non submission of aforesaid progress report shall make contractor liable for action under breach of contract conditions.

7.0 **SAMPLE OF MATERIALS:-**

7.1 All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-in-Charge. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples as per **List of Preferred Makes stated in the document** for approval of Engineer-in-Charge. For all items, ISI Marked materials and fittings shall be used with the approval of Engineer-in-Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant Specifications or IS codes for the approval of Engineer-in-Charge.

7.2 To avoid delay, contractor should submit samples as stated above well in advance so as to give timely orders for procurement. If any material, even though approved by Engineer-in-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.

7.3. BIS marked materials ,except otherwise specified , shall also be subjected to quality test besides testing of other materials as per the specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the contractor shall, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for incorporation in the work satisfies the provisions of specifications relevant to the material and / or the work done.

BIS marked items (except cement & steel for which separate provisions have been made in para 10.0) required on the work shall be got tested, for only important tests, which govern the quality of the product, as decided by the Engineer-in-Charge. For mandatory test, frequency shall be as specified in CPWD Specifications .

7.4 For certain items, if frequency of tests is neither mentioned in the CPWD Specifications & BIS, then tests shall be carried out as per decision of Engineer-in-Charge.

8.0 **CEMENT & STEEL REINFORCEMENT**

8.1 Contractor has to produce manufacturers test certificate for each lot of Cement & Steel Reinforcement procured at site.

8.2 **CEMENT:-**

8.2.1 The contractor shall procure Ordinary Portland cement conforming to relevant BIS Code, as required in the work, from reputed manufacturers of cement having a production capacity of one million tonnes per annum or more such as Ambuja, A.C.C., Ultratech, Vikram, Shri Cement, Reliance, La-farge etc. as approved by Ministry of Industry, Govt of India, holding license to use ISI certification mark for their product. If cement of any other manufacturer is used the same shall be got approved from the Engineer-in-Charge. Supply of cement shall be taken in 50 kg bags bearing manufacture's name and ISI marking, along with manufacturers test certificate for each lot of cement. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of the relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.

- 8.2.2 The Cement shall be brought at site in quantity of lots as decided by the Engineer-in-Charge. Cement bags shall be stored in separate godowns. Separate godowns for tested cement and fresh cement (under testing) to be constructed by the contractor at his own cost as per sketches given in C.P.W.D Specifications having weather-proof roofs and walls. The size of the cement godown is indicated in the sketches for guidance. The actual size of godown shall be as per site requirements and nothing extra shall be paid for the same. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorised representative and the key of other lock shall remain with the contractor. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
- 8.2.3 The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor/ Department in the manner indicated below:
- i. By the contractor, if the results show that the cement does not conform to relevant BIS codes.
 - ii. By the Department, if the results show that the cement conforms to relevant BIS codes.
- 8.2.4 If the quantity of cement actually used in the work is found to be more than the theoretical quantity of cement including authorized variation, nothing extra shall be payable to the contractor on this account. In the event of it being discovered that after the completion of the work, the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated in Clause - 42), the cost of quantity of cement not so used shall be recovered from the contractor as specified in schedule. Decision of the Engineer-in-Charge in regard to theoretical quantity of cement which should have been actually used as per the schedule and recovered at the rate specified, shall be final and binding on the contractor.
- For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantity of the cement, which should have been actually used, shall be final and binding on the contractor.
- 8.2.5 In case the contractor brings surplus quantity of cement the same shall be removed from the site after completion of work by the contractor at his own cost after approval of the Engineer-in-Charge.

8.3 STEEL REINFORCEMENT: -

- 8.3.1 The contractor shall procure TMT steel reinforcement bars confirming to **relevant BIS codes** from approved **Primary producers** having BIS License to produce TMT bars as per list of preferred makes stated in the document only / as specified in schedule –F. The documents in support of the purchase of steel shall be produced by the contractor along with the particulars of the manufacturer/supplier of steel and test report for every lot of steel. The contractor shall obtain Original Vouchers and Test Certificates and furnish the same to the Engineer-in-Charge in respect of all the lots of steel brought by him from approved supplier to the site of work. The original vouchers and test certificates shall be defaced by the Site staff and kept on record in the site office
- 8.3.2 The steel reinforcement shall be brought to the site in quantity of lots as approved by the Engineer-in-charge along with manufacturer test certificate for each lot.
- 8.3.3 The steel reinforcement shall be stored by the contractor at site of work about 30cm. to 45 cm. above ground in such way as to prevent distortion and corrosion. A coat of cement wash shall be given to steel bars when stored at site for long duration so as to prevent corrosion. Nothing extra shall be paid on these accounts. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- 8.3.4 In case the contractor bring surplus quantity of steel, the same after completion of the work will be removed from the site by the contractor at his own cost after approval of the Engineer-in- Charge. Nothing shall be paid on this account.

- 8.3.5 Reinforcement including authorised spacer bars and lappages shall be measured in length of different diameters as actually (not more than as specified in the drawings) used in the work nearest to a centimeter. Wastage and unauthorized overlaps shall not be measured.
- 8.3.6 Samples of steel reinforcement of each diameter shall also be taken and got tested by Engineer-in-Charge as per the provisions in this regard in the relevant BIS codes. In case test results indicate that the steel arranged by the contractor does not conform to the BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.
- 8.3.7 For steel procured from main producers or secondary producer, for checking nominal mass, tensile strength, bend test, etc. specimen of sufficient length shall be cut from each diameter of the bar at random at frequency not less than that specified below. In case of works costing more than Rs. 2 Crores and when the steel is procured from other than main producers, additional tests such as, retest, re-bend test, elongation test, proof stress may also be conducted.

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

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

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

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

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

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

8.4 The actual issue and consumption of steel and Cement on the work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel

shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.

- 8.5 Steel and Cement brought to site and remaining unused shall not be removed from site without written permission of the Engineer-in-charge.
- 8.6 Cement used in ready mix concrete shall be evaluated based on the certification by the in-charge of the RMC plant in accordance with design approved by the Engineer in-charge.
- 9.0 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.
- 10.1 Some restrictions may be imposed by the Statutory Authority etc. on the working and/ or movement of labour, materials etc. and the contractor shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.
- 10.2 The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable and nothing extra shall be payable on this account. The work shall be carried out without infringing on any of the local Municipal Bye-Laws.
- 10.3 The rate for every item of work to be done under this contract shall be for all heights, depths, lengths and widths of the structure (except where specially mentioned in the item) and nothing extra will be paid on this account.
- 10.4 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.
- 10.5 The contractor will work in close liaison, during the works, with other contractors of water supply, sanitary, drainage arrangements, electrical installation and any other works and adjust his work plan accordingly.

11. Stone Aggregate :-

Stone aggregate used in the work shall be of hard broken stone to be obtained from approved source (quarries) at **Hata** and shall conform to the relevant provisions in the C.P.W.D. Specifications 2009 (vol .I) as mentioned in Para (I) above.

12. Coarse Sand :-

Coarse sand used in the work shall be obtained from approved sources at **Subarnrekha River** and conform to the relevant provisions in the CPWD specifications 2009, Vol. I as mentioned in Para -I (1) above as per grading zone - III in case of RCC Work & Brick Work and grading zone-IV for plastering.

13. Fine Sand :-

Fine sand used in the work shall be obtained from approved sources at **Subarnrekha River** and shall conform to the relevant provisions in the CPWD Specifications 2009 (vol. I) as mentioned in Para I (1) above as per grading zone IV. In case sand available at above source does not conform to the required specifications coarse sand shall be fixed in it to the required specifications. Nothing extra shall however be paid for it.

NOTE :-

Where only one variety of sand is available, the sand will be sieved for use in finishing work, as directed by the Engineer-in-charge, in order to obtain smooth surface and nothing extra will be paid on this account.

14. Brick Work :-

Brick used in the work shall be FPS to be obtained from approved kilns at **Ghatshila**. They shall be well burnt and shall have a compressive strength of not less than **50** Kgs./ Sq. cm. And water absorption percentage of not more than 20% of its dry weight when immersed in the water for 24 hours. In all other respects they shall

conform to the bricks of class designations provisions in CPWD Specifications for works 2009 (Vol.I) with up to date correction slip.

15. Other Taxes and Royalties

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

15.2 **Royalty** shall have to be paid by the contractor on all materials such as stone, bricks, boulders, metal, shingle, bajri, stone aggregate, coarse sand and fine sand etc. or any other materials used for the execution of the work direct to the Revenue Authority of the District/State Govt. concerned. The contractor shall obtain "No Demand" certificate from the District/State Govt. authority concerned before the final bill is paid, failing which necessary recovery will be effected at the applicable rates in the final bill.

16.0 **ENGAGING SPECIALISED AGENCIES FOR WORKS: -**

16.1 The Contractor shall engage specialized agency unless otherwise approved by any Government Department having adequate technical capability and experience of having executed at least one work of similar items of 80% or more magnitude or two works of similar items of minimum 60% magnitude or three works of similar items of minimum 40% magnitude individually for executing the following items of the work and/or any other items of work where specialized firm is required to be engaged as per contract conditions. For determining the required magnitude, the value of the work executed may be suitably enhanced with the prevailing approved cost index.

- i) Water proofing treatment work of all types
- ii) Fabrication and erection of steel truss ,
- iii) False ceiling , wall paneling and Furnishing of auditorium
- iv) Tube well
- v) Road work

16.2 The Specialized agency for the work shall be got approved from the Engineer-in-Charge well before actual commencement of the item of work. The contractor shall submit the list of Specialized agencies, proposed to be engaged by him along with necessary performance certificates, within 15 days from the date of issue of acceptance letter to substantiate technical capability and experience of the agency for prior approval of the Engineer-in-Charge.

16.3 The conditions of approval of specialized agency shall be final and binding on the contractor and he shall comply with such conditions of approval.

17.0 **QUALITY ASSURANCE & QUALITY CONTROL**

17.1. The work shall be subjected to a strict quality assurance and quality control as prescribed in the tender documents and as may be further required by the Engineer-in-charge.

17.2. The Contractor shall be required to carry out all mandatory tests as per the CPWD specifications and other tests prescribed in this tender document. In addition, the Engineer-in-charge may at his discretion, order carrying out additional tests , as may be felt necessary by him.

17.3. Tests shall be carried out from one of the following laboratories/test houses as shall be decided by the Engineer in- charge.

- i. National Test House, Kolkata
- ii. Shri Ram Institute for Industrial Research, New Delhi
- iii. NABL accredited labs.
- iv. NIT, Jamshedpur
- vii. Any other labs approved by O/o CE (C), BSNL Civil Jharkhand Zone, Ranchi

17.4 The agency shall essentially deploy equipment & machinery (owned or hired) as per the list given the document, in addition to any other T & P required to achieve the Milestone(s) at his own cost.

List of approved brand and manufacturers

SI No.	Description of Item	Approved Manufacturers	Approved Brand	Remarks
1	Acrylic Smooth exterior paint	Asian Paints	'Apex' of approved shade.	Approved brand or superior of matching shade
		ICI Dulux Paints	'Weather shield' of approved shade.	
2	Exterior Primer	Asian Paints	Exterior wall primer.	Approved brand or superior.
		ICI Dulux Paints	Dulux Exterior primer.	
3	White cement based putty	JK	JK white wall putty.	Approved brand.
		Birla	Birla white wall care putty.	
4	Synthetic enamel paint	Asian Paints	'Apolite' of matching shade.	Approved brand or superior of matching shade
		ICI Dulux Paints	'Dulux Gloss' of matching shade..	
5	Acrylic washable distemper	Asian Paints	'Tractor Acrylic Distemper' of matching shade.	Approved brand or superior of matching shade
		ICI Dulux Paints	'Dulux Duwel Magik Distemper' of matching shade.	
6	OPC Cement	Ambuja /Jaypee/ACC/ Ultratech /Vikram/ Sri Cement /Reliance/ Lafarge	OPC 43 grade	
7	Reinforcement Steel	(a)Primary producer-SAIL / TATA Steel / RINL		
8	Commercial Board	Novapan / Kitply / Greenply		
9	Water Proofing Compound	Fosroc / Pidilite / Impermo by M/s Snowcem / Sika.		
10	Steel Primer	ICI / AsianPaints/ Nerolac		
11	Dash / Anchoring Fasteners	HILTI / Fischer		
12	Nuts / Bolts & Screws	GKW / Atul		
13	Admixtures	Fosroc / Sika		

The quantity of materials should be brought as per the 'Schedule of theoretical consumption' fulfilling the terms & conditions of the agreement.

It is certified that I have gone through the above list of preferred make of

materials and the rates has been quoted accordingly.

(Signature of Contractor)

SPECIAL CONDITIONS OF CONTRACT

These conditions shall be binding on the contractor. No deviation shall be permissible unless specifically approved by the Engineer-in-charge.

1	The whole quantity of material required, of approved brand and manufacture, is to be brought to site well in advance in 'one go' with tax paid bill directly from manufacturer or from an authorized dealer of it, and stored with authorized representative of the Department. Material will be issued daily as per daily- requirement.
2	Agency shall be bound to take away the material only on completion of work, balance due to any reasons, beyond "theoretical consumption as per specifications + 5%" and nothing shall be paid on account of any balance quantity of material remaining with BSNL within above limit, or on account of removal of surplus material from site.
4	The quantum of work for daily execution depends upon the actual requirement and availability of site at the time of execution and agency has to make all necessary arrangement even for a limited portion as decided by the competent authority on a particular day.
5	The agency shall be bound by the schedule, given daily or in advance, irrespective of time and quantity.

Any damage caused to the existing work including finished work by the contractor while executing the work shall be got done/rectified by the contractor at his own cost.

1.1. Special conditions of contract shall be read in conjunction with the general conditions of contract, Technical Specifications, Additional specifications, drawings and any other documents forming part of this contract wherever the context so requires.

1.2 These special terms and conditions shall be in addition to the general conditions of the contract and other terms and conditions specified in the contract documents. The special conditions of contract shall over-ride the provisions of the general conditions of the contract, if and only, if the terms contained in the general conditions of the contract is repugnant to the terms contained in the special conditions of contract and such repugnancy cannot be reconciled at all; the intention of the parties being not to render any clause as invalid or inapplicable except in case of direct and irreconcilable repugnancy.

2.0 SITE CLEANING & OTHER FACILITIES TO BE PROVIDED BY THE CONTRACTOR:

2.1 The contractor shall take care for cleaning the work site from time to time for easy access to work site and also from safety point of view.

The site shall be maintained spotlessly clean by the Contractor at his own cost all the time during execution with using polyethylene sheet /news paper /cloths etc to cover the

valuable office equipments/articles etc . The Contractor shall provide adequate numbers of toilets located in an approved location for use of his work-force.

2.2 Garbage, waste emanating from contractor's work site shall be removed, transported and disposed off the site by the contractor at his cost.

2.3 The dumping of deposal of refuse or any other contaminant into any nullah/other water course or areas other than those as approved by local authorities will not be permitted.

2.4 The contractor shall include the cost of keeping the site clean in accordance with this clause including initial and final cleaning to the satisfaction of the Engineer-in-charge-in-charge, in the prices quoted.

4.0 INSPECTION BY STATUTORY AUTHORITIES

The Contractor shall also give every facility and assistance to the authorized representatives of statutory agencies/authorities to inspect the works whenever required and shall observe and abide by any instructions given by the Engineer-in-charge and the Engineer-in-charge in regard to the use of plant, equipment and temporary works whether in respect of fire hazards or general safety and to any restrictions on smoking or the use of naked lights by persons employed by the Contractor. Any payments to be made to such representatives shall be the responsibility of the contractor however responsible for statutory fees, charges only. Compliance of such requirements shall not be used as the basis of claim against Engineer-in-charge-in-charge.

5.0 INDEMNITY

The Contractor shall indemnify and keep indemnified the BSNL against all losses and claims for injuries or damage to any persons or property whatsoever which may arise out of or in consequences of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expanses whatsoever in respect of or in relation thereto.

6.0 TELEPHONE

The Contractor shall make his own arrangements for Telephone connection at his own cost.

7.0 SECURITY & IDENTITY CARD

Every member of the Contractor's organisation shall be supplied identity card which the individual shall always carry with him while working at the site. Identity cards will be made by Contractor at his own expenses. These cards shall be shown whenever demanded.

8.0 ATTENTION TO ALL BIDDERS

The site is located on a VIP/restricted movement area. As such is subject to various kinds of restrictions and compliance requirements in respect of storage, muck/dumping materials, movement, environmental cleanliness etc. these factors and impact there from shall be dully noted. So as to ensure the objective of completion of works within the frame work of time and cost, in no way is jeopardized.

9.0 INSURANCE:

9.1 Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain Insurance in the joint names of the Corporation & the Contractor with any of the subsidiary of the General Insurance Corporation of India in such a manner that the Corporation and the Contractor are covered for the all time during the period of Contract i.e. the time period allowed for completion of work, extended period and the defect liability period. The Insurance shall be affected in accordance with terms approved by the Corporation and the Contractor shall submit the Insurance policies to the Engineer-in-charge-in-Charge within one week of signing of the agreement along with the receipt of premium. The Contractor shall timely pay and submit the receipts of payment of premiums for extensions of policies, if any. The Insurance shall cover the following.

9.1.1 Contractor's All Risks Insurance.

The Contractor shall insure the work for a sum equivalent to the Contract value or such additional sums as specified and the interest of the Corporation against ALL RISKS , claims ,proceedings ,loss or damages, costs ,charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of work for which the Contractor is responsible under the Contract.

9.1.2 Workman compensation & Engineer-in-charge-in-charges liability insurance.

Insurance shall be affected for all the contractor's employees engaged in the performance of this Contract. If any of the work is Sub- contracted, the Contractor shall require the Sub- contractor to provide workman's compensation and Engineer-in-charge-in-charge's liability insurance for the later's employees if such employees are not covered under Contractor's Insurance policy.

9.1.3 Third party Insurance

Contractor shall be responsible for making good to the satisfaction of the Corporation any loss or any damages to all structures and properties belonging to the Corporation or being executed or procured or being procured by the Corporation or of the other Agencies within the premises of all work of the Corporation if such loss or damages is due to fault and/or the negligence or willful acts or omissions of the Contractor, his employees, agents, representative or sub-contractor.

The Contractor shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Corporation or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Corporation or to a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operations or services in any plant or establishment as estimated by the Corporation or ascertained or demanded by the third party shall be borne by the Contractor.

Before commencing the execution of the work, the Contractor, shall insure and indemnify and keep the Corporation harmless of all claims against the Contractor's liability for any material or physical damages, loss or injury which may occur to any property, including that of the Corporation or to any person including any employees of the Corporation or arising out of the executions of the Work or in the carrying out of the Contract, otherwise than due to the matters referred to in the provision to (a) above Such insurance shall be effected for an amount sufficient to cover such risks. The terms shall include a provision whereby ,in the event of any claim in respect of which the Contractor ,would be entitled to receive indemnity under the policy being brought or made against the Corporation the insurer will fully indemnify the Corporation against such claims and any costs charges and expenses in respect thereof.

10.1.4 Accident or injury to workman.

The Corporation shall not be liable for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person in the employment of the Contractor or any Sub-contractor and the Contractor shall indemnify and keep indemnified the Corporation, against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect or in relation thereof.

10.1.5 The Contractor shall also at all times indemnify the Corporation against all claims, damages or compensation under the provisions of payment of wages Act, 1936, Minimum Wages Act, 1948, Engineer-in-charge's Liability Act 1938, the workman's Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modifications thereof or any other Law relating thereof and rules made there under from time to time.

The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge-in-Charge has agreed to their cancellation.

10.1.6 Any other Insurance required under the law or regulations or by the Corporation.

Contractor shall also at his own cost carry and maintain any and all other insurance (s) which he may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by the Corporation.

10.2 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge-in-Charge.

10.3 The Contractor shall prove to the Engineer-in-charge-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability period. The aforesaid Insurance policies shall provide that they shall not be cancelled till the Engineer-in-charge-in-Charge has agreed for cancellation.

10.4 Remedy on the Contractor's failure to insure.

If the contractor and /or his Sub contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case the Corporation may without being bound to effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

11.0 Testing of materials:

Samples of various material required for testing shall be provided free of cost by the contractor. Testing charges, if any shall be borne by the department. All other expenditure required to be incurred for taking the samples, conveyance, packing; Octroi/Tax if any shall be borne by the contractor himself. Retesting charges of samples arising out of failure of original samples shall be borne by the contractor.

TABLE OF MILE STONE (S)

S.No.	Milestones		Amount to be with held in case of non achievement of milestone
	Financial Progress	Time Allowed (From date of start)	
1	1/8th (Of the whole work)	1/4 th (Of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone.
2	3/8th (Of the whole work)	1/2 th (Of the whole work)	
3	3/4 th (Of the whole work)	3/4 th (Of the whole work)	
4	Full	Full	

PROFORMA FOR TESTS CARRIED OUT

NAME OF THE WORK:
AGREEMENT NO. & DATE:

DIVISION/
SUB-DIVISION

Sl. No.	Item	Quantities as per agreement	Frequency as per specification	No. of tests required	R.A. bill No.	Up-to-date quantity	No. of tests required	No. of tests actually done	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Contractor

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

CONTRACT AGREEMENT FOR THE WORK OF ----- DATED

Between M/s (refer note) in the town of ---- hereinafter called the contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and the Bharat Sanchar Nigam Limited hereinafter called the BSNL (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part

WHEREAS

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

AND WHEREAS

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

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

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

completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND

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

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

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

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

Signed and delivered for and on behalf of BSNL *Signature and delivered for and on behalf of the Contractor*

(Bharat Sanchar Nigam Limited) (Contractor)
Official Address

Date Date
Place Place

In presence of two witnesses

Signature	Signature
Name	Name
Signature	Signature
Name	Name

For Proprietary Concern

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

For Partnership Concern

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

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

For Companies

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

For Companies

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

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the BHARAT SANCHAR NIGAM LIMITED (hereinafter called "the BSNL") having agreed under the terms and conditions of agreement No. _____ Dated _____ made between _____ and _____ (hereinafter called "the said contractor(s)") for the work (hereinafter called "the said agreement") for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We _____ (indicate the name of the Bank) (hereinafter referred to as "as Bank) hereby undertake to pay to the BSNL and amount not exceeding Rs. _____ (Rupees only) on demand by the BSNL.

2. _____ We (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from the BSNL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee.
However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees only).

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment made by us under this bond shall be valid discharge of our liability for payment to there-under and the contractor(s) shall have no claim against us making such payment.

4. _____ We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said agreement have been fully paid and it is claims satisfied or discharged or till Engineer-in-charge on behalf of the BSNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

5. _____ We (indicate the name of Bank) further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance act of omission on that part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected or so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the BSNL in writing.

8. _____ This guarantee shall be valid upto _____ unless extended on demand by BSNL. Notwithstanding anything mentioned above our liability against this Guarantee is restricted to Rs.(Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Date the ____ date of _____

for _____
(Indicate the name of Bank)

AFFIDAVIT

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

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

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

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

(Deponent) Signature of
Contractor

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

SCHEDULE OF QUANTITIES

Name of the work : Maintenance of qtr. no. B/4 type-IV in Telecom colony Kadma at Jamshedpur (Jamshedpur -BA)						
Sl.No.	Description of Item	Quantity		Unit	Rate (In figures & words) RS.	Amount(Rs)
1	Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete.					
a)	Fixed to steel windows by welding.	20.00	Kg	One Kilogram		
2	Providing and fixing fly proof galvanized M.S. wire gauge to windows and clerestory windows using wire gauge with average width of aperture 1.4 mm in both directions with wire of dia 0.63 mm all complete.					
a)	With 2nd class teak wood beading 62X19 mm.	1.00	Sqm	One Square Metre		
3	Providing and fixing factory made ISI marked steel glazed doors, windows and ventilators, side /top /centre hung, with beading and all members such as F7D,F4B, K11 B and K12 B etc. complete of standard rolled steel sections, joints mitred and flash butt welded and sash bars tenoned and riveted, including providing and fixing of hinges, pivots, including priming coat of approved steel primer, but excluding the cost of other fittings, complete all as per approved design, (sectional weight of only steel members shall be measured for payment).					
a)	Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block 15x10x10 cm of C.C. 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	29.00	Kg	One Kilogram		

4	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :					
a)	Two or more coats on new work.	2.00	Sqm	One Square Metre		
5	White washing with lime to give an even shade :					
a)	Old work (two or more coats) .	81.00	Sqm	One Square Metre		
6	Distempering with 1st quality acrylic distemper (Ready mix) having VOC content less than 50 grams/ litre of approved brand and manufacture to give an even shade :					
a)	Old work (one or more coats)	335.00	Sqm	One Square Metre		
7	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :					
a)	One or more coats on old work.	95.00	Sqm	One Square Metre		
8	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground , all complete as per directions of Engineer-In-Charge.					
a)	With cement mortar 1:4 (1 cement : 4 fine sand).	1.00	Sqm	One Square Metre		
9	Renewing glass panes, with putty and nails wherever necessary including racking out the old putty:					

a)	Float glass panes of nominal thickness 4 mm (weight not less than 10kg/sqm).	2.00	Sqm	One Square Metre		
10	Taking out existing wooden door shutter, repair by cutting, painting etc. and refixing of repaired door shutters to existing door frames, including replacement of hinges with screws, etc. as required, all complete as per the direction of the Engineer-in-charge.	2.00	Nos.	Each		
11	Providing and fixing bamboo scaffolding system on the exterior side, up to four story height with staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after. The scaffolding system shall be stiffened with bracings, runners, connection with the building etc. wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge .The elevational area of the scaffolding shall be measured for payment purpose. The payment will be made once irrespective of duration of scaffolding.	15.00	Sqm	One Square Metre		

S/d

Sub Divisional Engineer (C)

BSNL Civil Sub Division –IJJ amshedpur