

NAME OE WORK: "Cleaning of Choked Manhole Chamber and sewer line for A-wing of Admin building i/c prevention of seepage in the toilet of CGMT Chamber and other misc. work in ARTTC Campus, Ranchi."

# NIT No. 14/NIT/EE(C)/BCD/RCH/2023-24

Date: 10.07.2023

Cost of the tender document: Rs.590/- (Rs. Five Hundred Ninety) Only (Non-refundable)

This Tender document contains **01 to 110** pages (Pages one to one hundred ten Pages)

Name of Tenderer: \_\_\_\_\_

-Sd-Executive Engineer© BSNL Civil division, Ranchi

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-Sd-Executive Engineer (C) BSNL Civil Division, Ranchi

#### 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 is as **per the index** given on page '2' has been down loaded and there are **109 pages** including cover page in the tender document.
- 2. The printout of tender document should be taken on **12**" **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 1 (Cover 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 sealed (wax sealed/adhesive tape sealed & Stapled/Stiched)** 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 **Executive Engineer (Civil), BSNL Civil Division, Ranchi** before submitting the tender.

Contractor

Executive Engineer (Civil)

### TENDER APPLICATION FORM

To The Executive Engineer(C), BSNL Civil Division Ranchi

Sub : -----

NIT No : -----

Sir,

I/We am/are registered with ------(Name of the Department) as Class

•••••	•••••	CUILLACION	Contrac	1013	as per ue	talls give					
	Name of	Name of	Class	of	Туре	of	Validity	up	Tender	Work	Enlistment
	Departm	Registrati	Registra	ati	Registra	tion	to		limit	Jurisdiction	No. & Date.
	ent	on	on		Building	/				of	
		authority			Road/	track				enlistment	
					other.						

- 2) I 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.
- 3) The attested copy of all required document mentioned in tender satisfying my/our eligibility are enclosed.
- 4) I/we will produce the original documents of all the attested copies submitted herewith, whenever required by the department.
- 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 to submit who have downloaded the documents)

I enclose the credentials in envelope "1" to satisfy you about my/our eligibility for opening of my/our Tender documents envelope.

I/we am/are enclosing attested copies of enclosures mentioned below:

Encls:

- 1. Declaration (Annexure I)
- 2. Attested Copy of enlistment certificate.
- 3. Attested copy of PAN Card
- 4. Attested copy of work experience as per BSNL-6 (if any)
- 5. Attested copy of valid GST registration and acknowledgement of up to date filed return from concerned authority.
- 6. Certificate of near relative (Annexure II)

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.
- (iii) Symbol marked \*\* is required to be filled up by the contractor in the tender document.

#### Annexure I

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

It is to certify that:

- 1 I / We have submitted the tenders in the Proforma 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 EMD/Tender cost and all Credentials along with **cost of tender**.
- 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.....\*\*....



# NIT No. 14/NIT/EE(C)/BCD/RCH/2023-24

Date: 10.07.2023

### **NOTICE INVITING TENDER**

Item rate tenders are invited 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 Building Construction Department, Jharkhand State Road Construction Department, DOP, MES, Railways for the work of " Cleaning of Choked Manhole Chamber and sewer line for Awing of Admin building i/c prevention of seepage in the toilet of CGMT Chamber and other misc. work in ARTTC Campus, Ranchi" The Central Govt. / State Government undertakings shall also be eligible for tendering for the work.

- 1.0 The work is estimated to Cost **Rs.1,09,598/- (Rs. One lakh nine thousand five hundred ninety eight) Only**
- 1.1 (i) Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority. The enlistment of contractor should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
  - (ii) The intending bidder shall have Valid GST registration and acknowledgement of up to date filed return from concerned authority.
- 2.0 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.
- 3.0 The time allowed for carrying out the work will be **01 (One) Month** from the **10<sup>th</sup> 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.

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 <u>www.jharkhand.bsnl.co.in</u> and date of issue of tender forms will be as follows :
   i) Last date of receipt of application 15.07.2023 up to 16.00 hours.
  - ii) Last date of issue of tender forms 17.07.2023 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 <u>www.jharkhand.bsnl.co.in/tendercivil.php</u> or may be seen in the office of the Executive Engineer ©, BSNL Civil Division, 3rd floor, Telephone Bhawan, Saheed Chowk, Ranchi between 11.00 hours. & 16.00 hours from dated: 10.07.2023 to dated: 17.07.2023 every day except on Sundays 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.590/- (Rs. Five Hundred Ninety) Only (including GST) 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, Ranchi.
- (ii) The tender shall be accompanied by Earnest Money of Rs.2,192/- (Rs. Two Thousand One Hundred Ninety Two) Only in form of 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, Ranchi, payable at Ranchi. 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 Executive Engineer ©, BSNL Civil Division, 3<sup>rd</sup> floor, Telephone Bhawan, Saheed Chowk, Ranchi up to 15.00 Hrs. on <u>dated 18.07.2023</u> 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 tender in which rates/ percentage are to be quoted should be properly bound and sealed (wax sealed/adhesive tape sealed & Stapled/Stiched). 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.
- 9.0 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 the same shall be received by post.
- 11.0 No Running account bill shall be paid for the work till registration with **EPFO** is submitted by the contractor to the Engineer-in-Charge.

-Sd-Executive Engineer (C) BSNL Civil Division, Ranchi



# NIT No. 14/NIT/EE(C)/BCD/RCH/2023-24

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  - (ii) The intending bidder shall have Valid GST registration and acknowledgement of up to date filed return from concerned authority.
- 2.0 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.
- 3.0 The time allowed for carrying out the work will be **01 (One) Month** from the **10<sup>th</sup> 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.

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 <u>www.jharkhand.bsnl.co.in</u> and date of issue of tender forms will be as follows :
   i) Last date of receipt of application 15.07.2023 up to 16.00 hours.
  - ii) Last date of issue of tender forms **17.07.2023** 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 Executive Engineer ©, BSNL Civil Division, 3rd floor, Telephone Bhawan, Saheed Chowk, Ranchi between 11.00 hours. & 16.00 hours from dated: **10.07.2023** to dated: **17.07.2023** every day except on Sundays 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.590/- (Rs. Five Hundred Ninety) Only (including GST) 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, Ranchi.
- (ii) The tender shall be accompanied by Earnest Money of Rs.2,192/- (Rs. Two Thousand One Hundred Ninety Two) Only in form of 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, Ranchi, payable at Ranchi. 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 Executive Engineer ©, BSNL Civil Division, 3<sup>rd</sup> floor, Telephone Bhawan, Saheed Chowk, Ranchi up to 15.00 Hrs. on <u>dated</u>: 18.06.2023 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: "Cleaning of Choked Manhole Chamber and sewer line for A-wing of Admin building i/c prevention of seepage in the toilet of CGMT Chamber and other misc. work in ARTTC Campus, Ranchi
- 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
   <u>Note</u>: 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 & Stapled/Stiched). 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 the same shall 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 :

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 Solutely at the disposal of B.S.N.L**

- 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 slip1, 2, 3, 4, 5 & 6 in the Tender Notice for Civil Wing Tenders at the web site <u>www.jharkhand.bsnl.co.in/tendercivil.php</u>
  - 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 upto date along with Correction slip 1 to 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 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.
- 25.0 The rates quoted by the agency shall also be inclusive of 1 % ( one percent) worker's welfare 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".
- 26.0 (i) <u>Contractor's Payment of bills</u> –
  (a) Each bill submitted by the contractor for payment as per schedule rate of the agreement.
  (b) All statuary deductions viz. TDS, WW Cess etc. shall be deducted on the total value of work done.
- 27.0 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).
- 28.0 No Running account bill shall be paid for the work till registration with **EPFO** is submitted by the contractor to the Engineer-in-Charge.

-Sd-Executive Engineer (C) BSNL Civil Division, Ranchi

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

STATE – JHARKHAND

CIRCLE - BSNL Civil Circle, Ranchi

ZONE — Jharkhand Civil Zone, Ranchi

DIVISION - BSNL Civil Division, Ranchi SUBDIVISION -Civil Subdivision III, Ranchi

Item Rate Tender & Contract for Works

Tender for the work of-"Cleaning of Choked Manhole Chamber and sewer line for A-wing of Admin building i/c prevention of seepage in the toilet of CGMT Chamber and other misc. work in ARTTC Campus, Ranchi "

- (i) To be submitted by **15:00 hours** on **18.07.2023** to **THE EXECUTIVE ENGINEER (C), BSNL CIVIL DIVISION, Ranchi** in his office at **3<sup>rd</sup> floor, Telephone Bhawan, Saheed Chowk, Ranchi**.
- (ii) To be opened in presence of tenderers who may be present at **15:30 hours** on **18.07.2023** in the office of **THE EXECUTIVE ENGINEER (C), BSNL CIVIL DIVISION, Ranchi.**

Issued to	:****
Signature of officer issuing the o	documents :***
Designation	· ***
Date of Issue	· *** · ···
	TENDER

I / We have read and examined notice inviting tender, schedule, A, B, C, D, E & F, specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, 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 **Earnest Money of Rs.2,192/- (Rs. Two Thousand One Hundred Ninety Two) 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, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

I / We hereby 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 Jharkhand only. ( where the NIT / Tender has been issued )

Dated : ......\*\*..... Witness : ..... Address : ..... Occupation : .....

(......\*\*....) Signature of Contractor Postal Address : ... \*\*.....

### <u>A C C E P T A N C E</u>

(a) ......\*\*\*.....

(b) ......\*\*\*.....

For & on behalf of Bharat Sanchar Nigam Limited

Signature : ......\*\*\*\*......

Dated : .....\*\*\*\*.....

Name and Designation : .....\*\*\*....

# ANNEXURE- II

# 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"			
Sche	edule of <b>Quantit</b> ies	s (as per PWD-3)	- Page 2	109 to 109			
				SCHEDULE "B"			
Sche	dule of Materials	to be issued to t	he contr	actor			
S. No	No. Item Quantity the materials will be charged from Place of issue					Place of issue	
				the contract	or	_	
1	2	3		4		5	
				Nil			
				SCHEDULE "C"			
Tool	s and Plants to be	hired to the con	tractor				
S. No.	Descriptio	on of Item	Hire ch	narges per day	Place of iss	sue	
1		2		3		4	
				DELETED			
				SCHEDULE "D"			
Extra	a schedule for spe	cific requirement	s/docum	ents for the work.			
1.Co	prrection slip 1, 2 ,	3,4,5&6 -	See P	age no. 22 to 77			
2. S	pecial Conditions	-	See Pa	age no. 78 to 90			
3. P	articular specificat	tion of work -	See P	age no. 97 to 102			
				SCHEDULE "E"			
Sche	dule of componer	nt of Materials, L	abour et	c for escalation			
CLAU	JSE 10 C			Not Applicable			
CLAU	JSE 10 CA			Applicable			
	ponent of Mat	•	ed as	"X"	75 %		
<u> </u>	ent of Total Value ponent of Labour		rcont				
	otal Value of Work	• •	ercent	"Y"	25 %		
	ponent of POL e I value of Work	xpressed as per	cent of	"Z" 0%			
1010				SCHEDULE "F"	1		
Refe	rence to General	Conditions of Co	ontract:-				
Nam	e of Work					A-wing of Admin building	
	i/c prevention of seepage in the toilet of CGMT Chamber and other misc. work in						

Earnest Money       (As         Para 6 of BSNL W-6)       Rs.2,192/- (Rs. Two Thousa         Performance Guarantee       (3% of the tendered value in the form of Bank Gu         from Schedule Bank in respect of works with Estimate       put to tender exceeding Rs. 15 Lakhs)         Security Deposit       (10% of the tendered value for works with Estimated C         (10% of the tendered value for works with Estimated C       (10% of the tendered value for works with Estimated C         (10% of the tendered value in the form of Bank Gu       (10% of the tendered value in the form of Bank Gu         (7% of the tendered value in the form of Bank Gu       (10% of the tendered value in the form of Bank Gu         (7% of the tendered value in the form of Bank Gu       (10% of the tendered value in the form of Bank Gu         (10% of the tendered value in the form of Bank Gu       (10% of the tendered value in the form of Bank Gu         (10% of the tendered value for works with Estimate       (10% of the tendered value in the form of Bank Gu         (7% of the tendered value for quantity of works with Estimate       (10% of the tendered exceeding Rs. 15 Lakhs)         General RULE       (11% of tender exceeding Rs. 15 Lakhs)         Officers inviting tender       (11% of tender exceeding Rs. 15 Lakhs)         Maximum percentage for quantity of items of work       (11% of tender exceeding Rs. 12.2 & 12.3.)         Definitions.       (2(v)       Engineer-in	ted cost Rs***/-(Rupees***) only Cost put Jarantee		
Para 6 of BSNL W-6)         Performance Guarantee         (3% of the tendered value in the form of Bank Gu         from Schedule Bank in respect of works with Estimate         put to tender exceeding Rs. 15 Lakhs)         Security Deposit         (10% of the tendered value for works with Estimated C         to tender upto Rs. 15 Lakhs).         (7% of the tendered value in the form of Bank Gu         from Schedule Bank in respect of works with Estimate         put to tender exceeding Rs. 15 Lakhs)         (7% of the tendered value in the form of Bank Gu         from Schedule Bank in respect of works with Estimate         put to tender exceeding Rs. 15 Lakhs)         GENERAL RULE         Officers inviting tender         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.         Definitions.       2(v)         Engineer-in charge	uarantee         ted cost         Rs****) only         Cost put         uarantee         ted cost         Bis****) only         Cost put         uarantee         ted cost         Es AND DIRECTIONS         Executive Engineer, BSNL Civil Division, Ranchi.		
Performance Guarantee         (3% of the tendered value in the form of Bank Gu         from Schedule Bank in respect of works with Estimate         put to tender exceeding Rs. 15 Lakhs)         Security Deposit         (10% of the tendered value for works with Estimated C         to tender upto Rs. 15 Lakhs).         (7% of the tendered value in the form of Bank Gu         from Schedule Bank in respect of works with Estimate         put to tender exceeding Rs. 15 Lakhs)         (7% of the tendered value in the form of Bank Gu         from Schedule Bank in respect of works with Estimate         put to tender exceeding Rs. 15 Lakhs)         GENERAL RULE         Officers inviting tender         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.         Definitions.         2(v)       Engineer-in charge	uarantee         ted cost         Rs****/-(Rupees****) only         Cost put         uarantee         ted cost         ES AND DIRECTIONS         Executive Engineer, BSNL Civil Division, Ranchi.		
(3% of the tendered value in the form of Bank Gu         from Schedule Bank in respect of works with Estimate         put to tender exceeding Rs. 15 Lakhs)         Security Deposit         (10% of the tendered value for works with Estimated C         to tender upto Rs. 15 Lakhs).         (7% of the tendered value in the form of Bank Gu         from Schedule Bank in respect of works with Estimate         put to tender exceeding Rs. 15 Lakhs)         GENERAL RULE         Officers inviting tender         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.         Definitions.         2(v)       Engineer-in charge	uarantee         ted cost         Rs****/-(Rupees***) only         Cost put         uarantee         ted cost         ES AND DIRECTIONS         Executive Engineer, BSNL Civil Division, Ranchi.		
from Schedule Bank in respect of works with Estimate put to tender exceeding Rs. 15 Lakhs)         Security Deposit         (10% of the tendered value for works with Estimated C to tender upto Rs. 15 Lakhs).         (7% of the tendered value in the form of Bank Gu from Schedule Bank in respect of works with Estimate put to tender exceeding Rs. 15 Lakhs)         GENERAL RULE         Officers inviting tender         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.         Definitions.       2(v)         Engineer-in charge	ted cost       Rs***/-(Rupees***) only         Cost put       Jarantee         uarantee       ted cost         ES AND DIRECTIONS         Executive Engineer, BSNL Civil Division, Ranchi.		
put to tender exceeding Rs. 15 Lakhs)         Security Deposit         (10% of the tendered value for works with Estimated C         to tender upto Rs. 15 Lakhs).         (7% of the tendered value in the form of Bank Gu         from Schedule Bank in respect of works with Estimate         put to tender exceeding Rs. 15 Lakhs)         GENERAL RULE         Officers inviting tender         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.         Definitions.         2(v)       Engineer-in charge	Cost put    Rs***/-(Rupees***) only      Jarantee    Jarantee      ted cost    Image: state s		
Security Deposit         (10% of the tendered value for works with Estimated C         to tender upto Rs. 15 Lakhs).         (7% of the tendered value in the form of Bank Gu         from Schedule Bank in respect of works with Estimated D         put to tender exceeding Rs. 15 Lakhs)         GENERAL RULE         Officers inviting tender         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.         Definitions.         2(v)       Engineer-in charge	Cost put Jarantee Ited cost ES AND DIRECTIONS Executive Engineer, BSNL Civil Division, Ranchi.		
(10% of the tendered value for works with Estimated C         to tender upto Rs. 15 Lakhs).         (7% of the tendered value in the form of Bank Gu         from Schedule Bank in respect of works with Estimated         put to tender exceeding Rs. 15 Lakhs)         GENERAL RULE         Officers inviting tender         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.         Definitions.         2(v)       Engineer-in charge	Cost put uarantee ited cost ES AND DIRECTIONS Executive Engineer, BSNL Civil Division, Ranchi.		
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(7% of the tendered value in the form of Bank Gu         from Schedule Bank in respect of works with Estimate         put to tender exceeding Rs. 15 Lakhs)         GENERAL RULE         Officers inviting tender         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.         Definitions.         2(v)       Engineer-in charge	ted cost ES AND DIRECTIONS Executive Engineer, BSNL Civil Division, Ranchi.		
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put to tender exceeding Rs. 15 Lakhs)         GENERAL RULE         Officers inviting tender         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.         Definitions.         2(v)         Engineer-in charge	ES AND DIRECTIONS Executive Engineer, BSNL Civil Division, Ranchi.		
GENERAL RULE         Officers inviting tender         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.         Definitions.         2(v)       Engineer-in charge	Executive Engineer, BSNL Civil Division, Ranchi.		
Officers inviting tenderMaximum percentage for quantity of items of workto be executed beyond which rates are to bedetermined in accordance with Clause 12.2 & 12.3.Definitions.2(v)Engineer-in charge	Executive Engineer, BSNL Civil Division, Ranchi.		
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.Definitions.22(v)Engineer-in charge			
to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3.Definitions.2(v)Engineer-in charge	50%		
determined in accordance with Clause 12.2 & 12.3.         Definitions.       1         2(v)       Engineer-in charge	50%		
Definitions.     1       2(v)     Engineer-in charge			
2(v) Engineer-in charge			
	See below		
2(viii) Accepting Authority	Executive Engineer (C), BSNL Civil Division, Ranchi.		
	Executive Engineer (C), BSNL Civil Division, Ranchi.		
2(x) Percentage on cost of materials and Labour to cover all overheads and profit	10 %		
	DELHI SCHEDULE OF RATES- 2021 Published by CPWD with up to date correction slips.		
	BSNL W-7/8 form as modified and corrected up to date with correction slips 1,2,3,4,5 & 6.		
Clause 2			
Authority for fixing compensation under Clause 2	Executive Engineer (C), BSNL Civil Division, Ranchi.		
Clause 2A			
Whether Clause 2A shall be applicable	No		
Clause 3A			
Whether clause 3A will be applicable	Yes		
Clause 5			
i) Time allowed for execution of work.	01 (One) Month		
<ul> <li>Authority to give fair and reasonable extension of time for completion of work.</li> </ul>	Executive Engineer (C), BSNL Civil Division, Ranchi.		
Clause 6 A			

Whether cl	lause 6A will b	pe appli	cable	No			
Clause 7							
payment /a	of advai he last	together with net nces for materials such payment for t.	50000/-				
Clause 10							
Reinforcem have to be p	e used i	n the work shall	(b) TMT b	ars M	anufactured by: <b>No</b> anufactured by: <b>Pri</b> TATA Steel.	t applicable mary producers from	
Clause 11							
Specificatio	n to be follow	ved for e	execution of work.			tions 2009 Volume I as on the date of ope	& 2 with up to date ning of tenders.
Clause 12				L			
12.2 & 12.3	individual t	rade b	any item of any eyond which sub Il not be apply	50%			
Clause 16							
Competent authority for deciding reduced rates.				Superinter	iding	Engineer (Civil), BSNL	. Civil Circle, Ranchi.
Clause 36(i)							
-	delines for fix be as per follo			al staff and r	ate o	f recovery in case of	non-compliance, for a
Minimum	on mical ative	Discipline	Designation(Pr incipal Technical/Tec hnical representative	Minimum experience	Number	the contractor in t provision of clause	
1. Ma na wo	aintenance iture of ork – Not quired			2 0		Figures (Rs)	Words (Rs)
Clause 37	(i)						
Contractor CGST Act 2	in claus	Tax (GST) payable se 119 of section	2 of done (Depa extan contr	as artme t rule actor.	per Govt. of India nt of Revenue), Not applicable from time	s on total value of work a, Ministry of Finance tification and as per the e to time shall be paid by	
Extent of E	E <b>PF &amp; ESI</b> paya	able by	Contractor	paid l will	by the	e contractor.EPF (Emp eimbursed by BSN	contract workers is to be ployers part only) and ESI IL on actual basis on ents by the contractor.

Clause	Clause 42					
i) (a)	Schedule/ statement for determining theoretical quantities of Cement, Steel on the basis of Delhi Schedule of Rates 2018 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				

SI No.	Material	<b>Star price</b> (Rate in figures and words <b>)</b>
1.	For Cement	
	a) For Ordinary Portland Cement (OPC)	Rs. 7800/- per MT (Rupees seven thousand eight hundred) only
2	For reinforcement Steel TMT Bars Conforming to BIS 1786 (Fe 500 Grade)	Rs.45,980/- per MT (Rupees Forty five thousand nine hundred eighty) only

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

-Sd-Executive Engineer (Civil) BSNL Civil Division, Ranchi

SI. 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.
			<ul> <li>1.2.1.1 for works upto Rs. 5 Lakhs Nil.</li> <li>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.</li> <li>a) Three similar completed works costing not less than the amount equal to 40% of estimated cost or</li> <li>b) Two similar completed works costing not less than the amount equal to 50% of estimated cost or</li> <li>c) One similar completed works costing not less</li> </ul>
			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 from the 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.	h be f from the day after the date of <i>issue of letter of award of work</i> , or, r from the first day of handing over of the site,
3.	Para 5 (iii) (Page No. 2)	In case last date of receipt of application as at Para 5.0(i) above.	
4.	<b>Para 5(iv)</b> (page no 2 )	The list of Eligible Tenderers 	
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	e 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

Correction Slip No.1 (To GCC for Civil Works – 2006 issued on 01.11.07)

	between 11.00 hours. & 16.00 hours fromtoeveryday 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) Rsin cash as cost of tender and (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 issued in favour of (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.	between 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: (i) Rs in cash as cost of tender ( <i>Non refundable</i> ) and (ii) Earnest money of Rs in cash (up to Rs.2500/-only)/ Banker's cheque/ deposit at Call receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of a scheduled bank / fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of <i>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.</i>
6. Para 7.0 Opening of Tender (page no 3 )	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.	towards earnest money. 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. or 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 is found in order. The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.
7. Para 9 From three envelope system to four envelope system (page no 3)	<ul> <li>9.0 Submission of tender : -</li> <li>9.1 The "Tender" and "Earnest money" shall be placed in separate sealed envelopes marked "Tender" and "Earnest money" respectively.</li> <li>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.</li> <li>9.2 The "Tender" sealed envelope and "Earnest money or Earnest money plus cost of tender" sealed envelope and "Earnest money plus cost of tender" sealed envelope shall be placed in another sealed envelope with following data written on it.</li> </ul>	<ul> <li>9.0 Submission of tender.</li> <li>9.0 Submission of tender</li> <li>Tender shall be submitted in following manner:</li> <li>9.1 In case the tender document is down loaded form BSNL website</li> <li>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".</li> <li>9.1.2 The "Tender" shall be placed in sealed envelope-2 and will be superscripted as "Tender"</li> <li>9.1.3 The sealed envelope no. 1,&amp;2 as above containing "Earnest money plus cost of Tender" shall be placed in another sealed envelope -3.</li> <li>9.1.4 All the three envelopes shall be superscripted with</li> </ul>

	I		following data as it
		(i)Name of work (ii)Name of tenderer (iii)Last date of receipt of tender	following data on it. (i) Name of work (ii) Name of tenderer (iii) Last date of receipt of tender 9.2 In case tender document is purchased from Div/Sub-div office 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
		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.	<ul> <li>9.2.2 :Envelope no. 2 will be as per Para 9.1.2.</li> <li>9.2.3: The sealed envelopes1&amp;2 shall be placed in another sealed envelop no3</li> <li>9.2.4 :same as 9.1.4</li> <li>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.</li> <li>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.</li> </ul>
BS	ara 17 of SNL W-6 age no 4-5)	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 successful tenderer 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.	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 <b>award</b> 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 <b>Performance Guarantee @ 5% of the</b> <b>tendered value in the form of</b> 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.
BS	ara 18 of SNL W-6 age 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	This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the <b>letter of acceptance</b> shall be issued first in favour of the successful Tenderer/ Contractor. After submission of the performance guarantee, the <b>letter of award</b> shall be issued. The contract shall be deemed to have come into effect on issue of <b>letter</b> of acceptance of the tender. On <b>issue</b> of <b>letter of award</b> , the successful Tenderer/ Contractor shall, within <b>30</b> days from such date, formally sign the agreement consisting of: a) The Notice Inviting Tender, all the documents
Tender .	doc		Page 24

		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	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.	c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
10.	BSNL W-6 (page no 5)	Signature of Divisional Officer/ Sub-Divisional Officer. For and on behalf of Bharat Sanchar Nigam Limited.	Signature <b>and Name</b> of Divisional Officer/ Sub- Divisional Officer. 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 fordays 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 fordays 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(Rupees only) 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(Rupees only) 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)
<b>14.</b> 15.	BSNL W-7/8 (page no 7 of tender document) Para 1 : General Rules and Direction (Page-8 of tender Document)	For & on behalf of the Bharat Sanchar Nigam Limited.Signature Dated Designation 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	For & on behalf of the Bharat Sanchar Nigam Limited.Signature Dated Dated <b>Name and</b> Designation D Designation 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 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	In case the contractor completes the work ahead of the schedule completion time a bonus @1 % (one percent) per month computed on per day	In case the contractor completes the work ahead of the schedule completion time a bonus @1 %(one percent) per month computed on per

	no 17 )	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"	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'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 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: -	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: -
		<ul> <li>(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:</li> <li>(a) Adjustment for component of Cement Vc = Qc * SPc * (CI-CIo) / Clo Vc Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered Qc Quantity of Cement consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the quarter SPc Star price of Cement as mentioned in Schedule F.</li> <li>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</li> <li>CI : All India wholesale index for Cement as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</li> <li>CI : All India wholesale index for Cement as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</li> <li>CI : All India wholesale index for Cement as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</li> <li>CI : All India wholesale index for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.</li> </ul>	<ul> <li>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:</li> <li>a)Adjustment for component of Cement Vc = Qc * SPc * (CI-CIO) / CIO</li> <li>Vc Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered</li> <li>Qc Quantity of Cement consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the quarter SPc Star price of Cement as mentioned in Schedule F.</li> <li>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.</li> <li>( 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</li> </ul>

	(b)Adjustment for component of Reinforcement	under consideration, which ever is less, shall be
	Steel	considered.)
	Vs = Qs * SPs * (SI-SIo) / SIo	Clo : All India wholesale index for Cement as
	Vs: Variation in Reinforcement Steel cost i.e.	published by the Economic Adviser to
	increase or decrease in the amount in rupees to be	Government. of India, Ministry of Industry and
	paid or recovered Qs Quantity of Reinforcement Steel consumed,	Commerce, as valid on the last for the period under consideration and that valid on the las
	based on theoretical consumption, or actual	stipulated date of receipt of tender including
	quantity consumed whichever is less during the	extension if any.
	Quarter.	b)Adjustment for component of Reinforcemen
	SPs Star price of Reinforcement Steel as	Steel
	mentioned in Schedule F.	Vs = Qs * SPs * (SI-SIo) / SIo
	<b>SI</b> : All India wholesale index for Bars and Rods	Vs Variation in Reinforcement Steel cost i.e
	(Steel) for the period under consideration as published by the Economic Adviser to	increase or decrease in the amount in rupees to be paid or recovered
	Government. of India, Ministry of Industry and	Qs Quantity of Reinforcement Steel consumed
	Commerce, New Delhi.	based on theoretical consumption, or actua
	Sio : All India wholesale index for Bars and Rods	quantity consumed whichever is less during the
	(Steel) as published by the Economic Adviser to	Quarter.
	Government of India, Ministry of Industry and	SPs Star price of Reinforcement Steel a
	Commerce, for the period under consideration and	mentioned in Schedule F.
	that valid on the last stipulated date of receipt of tender including extension if any.	SI : All India wholesale index for Bars and Rod
	c) Adjustment for component of Other	(Steel) for the period under consideration a published by the Economic Adviser to
	Materials	Government. of India, Ministry of Industry and
	VM = (W * X /100 - Qc*SPc - Qs * SPs) * (MI-	Commerce. However, the price index shall b
	Mio) / MIo	minimum of the followng:
	VM Variation in other material cost i.e. increase or	i)Index for the month when the last consignmer
	decrease in the amount in rupees to be paid or	of steel reinforcement for the work is procure
	w Cost of work done worked out as indicated in	or ii)Index for the month in which half of th
	sub-para ii) above.	ii)Index for the month in which half of the stipulated contract period is over
	<b>X</b> Component of materials expressed as per cent	iii)Index for the period under consideration.
	of the total value of work as indicated in schedule	For the period extended under the provisions of
	F.	clause-5 of the contract without any actio
	MI: All India wholesale index for All Commodities	under clause 2, the same principle as for the
	for the period under consideration as published by	period within stipulated period of completion
	the Economic Adviser to Government. of India,	will apply. Slo: All Indiawholesale index for Bars and
	Ministry of Industry and Commerce. <b>MIo:</b> All India wholesale index for All Commodities	Rods (Steel) as published by the Economi
	as published by the Economic Adviser to	Adviser to Government of India, Ministry of
	Government. of India, Ministry of Industry and	Industry and Commerce, for the period under
	Commerce as valid on the last stipulated date of	consideration and that valid on the last
	receipt of tender including extension if any.	stipulated date of receipt of tender includin
	d)Adjustment for component of P.O.L.	extension if any.
	VF = W * (Z / 100) * (FI-FIO) / FIO	c)Adjustment for component of Othe
	<b>VF</b> Variation in cost of fuel, power, light and lubricants, increase or decrease in rupees to be	Materials   VM = (W * X /100 – Qc*SPc – Qs * SPs) * (M
	paid or recovered.	Mio) / Mio
	<b>W</b> Value of work done, worked out as indicated in	VM Variation in other material cost i.e. increas
	sub-para ii) above.	or decrease in the amount in rupees to be pair
	vi) The compensation for escalation for labour	or recovered
	shallbe worked out as per the formula given below	W Cost of work done worked out as indicated i
		sub-para ii) above.
	VL =W * (Y/100 *(LI-Lio) / Lio	X Component of materials expressed as per cent of the total value of work as indicated it
	VL = W (17100 (LI-LIO) / LIO VL Variation in labour cost i.e amounts of increase	schedule F.
	or decreases in rupees to be paid or recovered.	MI: All India wholesale index for A
	<b>W</b> Value of work done, worked out as indicated in	Commodities for the period under consideration
	sub para ii) above.	as published by the Economic Adviser t
	Y Component of labour expressed as a	Government. of India, Ministry of Industry an
	percentage of the total value of the work as	Commerce.
	indicated in schedule F	(In respect of the justified period extende
	Lio Minimum daily wage in rupees of unskilled	under the provisions of clause-5 of th
	adult male mazdoor, fixed under any law statutory rule or order as on the last stipulated date of	contract without any action under clause a the index prevailing at the time of stipulate
	receipt of tender including extension, if any.	date of completion or the prevailing index of
	LI Minimum daily wage in rupees of an unskilled	the period under consideration, which eve
ender .doc		Page 27
	Executive Engineer (C)	Contractor
	0 (-)	

adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the	is less, shall be considered.) MIo: All India wholesale index for A
quarter previous to the one under consideration.	Commodities as published by the Econom
vii) The following principles will be followed while	Adviser to Government. of India, Ministry
working out the compensation as per sub-para (vi)	Industry and Commerce as valid on the la
above.	stipulated date of receipt of tender includir extension if any.
a) The minimum wage of an unskilled male	d)Adjustment for component of P.O.L.
mazdoor mentioned in sub-para (vi) above shall be	VF = W * (Z / 100) * (FI-FIo) / FIo
the higher of the wage notified by Government of	VF Variation in cost of fuel, power, light ar
India, Ministry of Labour and that notified by the	lubricants, increase or decrease in rupees to b
local administration both relevant to the place of work and period of reckoning.	<ul><li>paid or recovered.</li><li>W Value of work done, worked out as indicate</li></ul>
work and period of reekening.	in sub-para ii) above.
b) The escalation for labour also shall be paid at	Z Component of fuel, power, light and lubrican
the same wuarterly intervals when escalation due	expressed as per cent of total value of work a
to increase in cost of materials and/or P.O.L. is	indicated in schedule F.
paid under this clause. If such revision of minimum wages takes place during any such quarterly	FI: All India wholesale index for W Value of work done, worked out a
Z Component of fuel, power, light and lubricants	indicated in Ssub-para ii) above.
expressed as per cent of total value of work as	Y Component of labour expressed as
indicated in schedule F.	percentage of the total value of the work a
<b>FI:</b> All India wholesale index for fuel, power, light	indicated in Schedule F.
and lubricants for the period under consideration as published weekly by the Economic Adviser to	LIO Minimum daily wage in rupees of a unskilled adult male mazdoor, fixed under a
Government of India, Ministry of Industry, New	law, statutory rule of order as on the la
Delhi.	stipulated date of receipt of tender includir
Flo All India wholesale index for fuel, power, light	extension, if any.
and lubricants as published weekly by the	LI Minimum wage in rupees of an unskille
Economic Adviser to Government of India, Ministry of Industry, New Delhi, valid on the last stipulated	adult male mazdoor, fixed under any la statutory rule or order as applicable on the la
date of receipt of tender including extension if any.	date of the guarter previous to the one und
v) The following principles shall be followed while	consideration.
working out the indices mentioned in para (iv)	( In respect of the justified period extended
above.	under the provisions of clause-5 of th
a) The compensation for escalation shall be worked out at quarterly intervals and shall be with	contract without any action under clause the index prevailing on the last date
respect to the cost of works done as per bills paid	quarter previous to the quarter pertaining
during the three calendar months of the said	the stipulated date of completion or the
quarter. The first such payment shall be made at	index prevailing on the last date of the
the end of three months after the month (excluding) in which the tender was accepted and	quarter previous to the one und consideration, whichever is less, shall b
thereafter at three months interval. At the time of	considered).
completion of the work, the last period for payment	vii) The following principles will be followed
might become less than 3 months, depending on	while working out the compensation as ap
the actual date of completion.	sub-para (vi) above.
b) The index (SI/CI/MI/FI etc.) relevant to any quarter/period for which such compensation is paid	a) The minimum wage of an unskilled ma
shall be the arithmetical average of the indices	mazdoor mentioned in sub-para (vi) above sha
relevant to the three calendar months. If the period	be the higher of the wage notified I
up to date of completion after the quarter covered	Government of India, Ministry of Labour and
by the last such installment of payment, is less	that notified by the local administration bo
than three months, the index SI/CI/MI and FI shall be the average of the indices for the months falling	relvant to the place of work and period reckoning.
within that period.	b) The escalation for labour also shall be pa
	at the same quarterly intervals when escalation
	due to increase in cost of materials and/
	P.O.L. is paid under this clause. If such revision
	of minimum wages takes place during any sur quarterly intervals, the escalation compensation
	I shall be payable at the revised rates only t
	shall be payable at the revised rates only f work done in subsequent quarters.
	work done in subsequent quarters. c) Irrespective of variations in minimum wage
	<ul><li>work done in subsequent quarters.</li><li>c) Irrespective of variations in minimum wage of any category of labour, for the purpose of the purpose of</li></ul>
	<ul> <li>c) Irrespective of variations in minimum wage of any category of labour, for the purpose of th clause, the variation in the rates for an unskille</li> </ul>
	<ul><li>work done in subsequent quarters.</li><li>c) Irrespective of variations in minimum wage of any category of labour, for the purpose of the subsequence of the</li></ul>

	l	London constituent the second second
		under consideration as published weekly by the Economic Adviser to Government of India,
		Ministry of Industry, New Delhi.
		( 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.)
		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. v) The following principles shall be followed
		while working out the indices mentioned in para
		(iv) above.
		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.
		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.
		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.
	 Intervals the escalation compensation shall be	payable on the labour component.
	payable at the revised rates only for work done in	(1)) In the event the ender of motorials (1)
	subsequent quarters.	viii) In the event the price of materials and/or wages of labour required for execution of the
	c) Irrespective of variations in minimum wages of	work decrease/s. There shall be a downward
	any category of labour, for the purpose of this	adjustment of the cost of work so that such
	clause the variations in the rates for an unskilled	price f materials and/or wages of labour shall be
	adult male mazdoor alone shall form the basis for	deductable from the cost of work under this
	working out the escalation compensation payable	contract and in this regard the formula herein
	on the labour component.	before stated under this clause 10 © shall mutatis mutandis apply, provided that :-
	viii) In the event the price of materials and/or	matato matanaio appiy, provided that
	wages of labour required for execution of the work	a) No such adjustment for decrease in the price
	decrease/s. There shall be a downward	of Cement Reinforcement Steel, other materials
	adjustment of the cost of work so that such price f	and/or wages of labour aforementioned would
	materials and/or wages of labour shall be deductable from the cost of work under this	be made in case of contracts in which the
	contract and in this regard the formula herein	stipulated period of completion of work is eighteen months or less.
	before stated under this clause 10 © shall mutatis	signadori montrio di 1666.
	mutandis apply, provided that :-	b) The Engineer-In-Charge shall otherwise be
		entitled to lay down the procedure by which the

22		<ul> <li>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.</li> <li>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.</li> </ul>	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 became applicable.
22	Clause 10CA	Does not exist	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. 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. The increase/decrease in prices shall be determined by the all India Wholesale prices indices for cement and/or steel reinforcement bars as issued 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:-a) $\underline{Aci = Qc + SPc + (Cl-Clo)/Clo}$

22A	Clause 10D	In respect of contracts with stipulated time period of completion being less than 12(Twelve) months.	<ul> <li>SPc : Star price of cement as mentioned in Schedule F.</li> <li>CI : Same as in clause 10(C).</li> <li>CIo : 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.</li> <li>b) Adjustment for component of Reinforcement Steel.</li> <li>Vs = Qs + SPs + (CI-Clo)/Clo</li> <li>Vc : Variation in Reinforcement Steel cost i.e. increased of decrease in the amount in rupees to be paid or recovered.</li> <li>Qs : Quantity of Reinforcement Steel paid weither by way of secured advance or used in the work since previous bill (which ever is earlier).</li> <li>SPs : Star price of Reinforcement Steel as mentioned in Schedule F.</li> <li>SI : Same as in clause 10(C).</li> <li>SIO : 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.</li> <li>In respect of contracts with stipulated time period of completion being less than 18</li> </ul>
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 or proforma or agreement (Page-97)		"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	<ul> <li>i) for works costing upto Rs. 25 cr. : 2% of the estimated cost.</li> <li>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.</li> </ul>
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)

	(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 –       •       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.)         •       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         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. 1500/-         iv) Above Rs. 2 crores       Rs. 1500/-
	<ul> <li>The designation of the officer in whose office the tenders are to be received.</li> <li>The date of receipt</li> </ul>
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
	<ul> <li>I) Enter letter reference nos. (of the contract) forming part of Contract Agreement.</li> <li>ii) Signature, name and designation</li> <li>iii) Enter date</li> </ul>
-	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
	<ul> <li>Full name of work including sub heads etc.</li> <li>Estimated cost of work (put to tender)</li> <li>Earnest Money (As at para 6.0 of BSNLW-6)</li> <li>Enter amount of performance guarantee and security deposit (As applicable)</li> </ul>

### 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)
<ul> <li>Accepting author</li> <li>Enter the name of</li> <li>Enter department</li> </ul>	ge- as applicable (EE/AEE/AE) ity – as applicable (AE/AEE/EE/SE/CE) of schedule & year on which the estimate is framed t whose schedule of rates has been adopted (like CPWD etc.) BSNL W-7 or BSNL W-8) and enter up-to-date correction
Clause 2 & 5	Enter the authority, which shall be as under:
	<ul> <li>a) PCE (C)/CE(C) – for all works estimated to cost above Rs. 50 lakhs/Rs. 70 lakhs as the case may be.</li> <li>b) SE(C) with SW - for all works estimated to cost above Rs. 6 lakhs upto Rs. 70 lakhs.</li> </ul>

	<ul><li>c) SE (C) without SW - for all works estimated to cost above Rs. 6 lakhs upto Rs. 50 lakhs.</li><li>d) E.E. (C) without ASW - for all works estimated to cost upto Rs. 6 lakhs.</li></ul>	
	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	<ul> <li>Enter the designation of the conciliatory authority <ul> <li>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.</li> <li>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.</li> </ul></li></ul>	
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

statement of cement, reinforcement steel and PVC Pipes procured, consumed and balance at sitestatement steel, gal procured, site2.Clause-10CIf 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 less. Such the prices of materials and the prices of materials and the prices	Modified
materials supplied or services rendered at fixed prices by the BSNL in accordance with Clause 10 & 34 thereof)materials at fixed p with Clause Completion is 18 (Eighteen)months or less.Such compensation for less.less.such component of the prices of materials and labour, when due, shall be worked outthe prices	ctor shall submit every month of cement, reinforcement anized steel and PVC Pipes consumed and balance at
a) Adjustment for component of a) Adjust cement	ces of materials (not being supplied or services rendered ces by the BSNL in accordance ses 10 & 34 thereof) is <b>18 (Eighteen)</b> months or compensation for escalation in of materials and labour, when be worked out based on the rovisions:-

Reinforcement steel	Reinforcement steel
<ul> <li>Reinforcement steel</li> <li>No provision for escalation for tower material</li> <li>c) Adjustment for component of other materials</li> <li>VM=(W* X/100-Qc*SPc-Qs*SPs)*(MI-MIo)/MIo</li> <li>VM Variation in other material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</li> <li>W Cost of work done worked out as indicted in sub-para ii) above</li> <li>X Component of materials expressed as per cent of the total value of work as indicated in schedule F</li> <li>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.</li> <li>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.</li> </ul>	<ul> <li>c) Adjustment for the component of Galvanized Steel</li> <li>Vt = Qt * SPt *{0.85[ (TI-TIO))/TIO]+0.15[(ZI – ZIO)/ZIO]}</li> <li>Vt; Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</li> <li>Qt : Quantity of Galvanized steel brought at site or used in works since previous bill (whichever is earlier)</li> <li>SPt : Star price of Galvanized steel as mentioned in Schedule-F (to be fixed by concerned CE(C).</li> <li>TI : All India wholesale index for Tower steel materials (angles, channels &amp; Sections) for the period under consideration as published by the Economic adviser to Government of India, Ministry of Industry and Commerce.</li> <li>However, the price Index shall be minimum of the following: <ul> <li>i) Index for the month when the last consignment of Galvanized steel for the work is procured or</li> <li>ii) Index for the period under the consideration.</li> </ul> </li> </ul>
	<ul> <li>work is procured or</li> <li>ii) Index for the month in which half of the stipulated contact period is over.</li> <li>iii) Index for the period under the consideration.</li> <li>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.</li> </ul>
	TIo: 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. 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:
	i) Index for the month when the last consignment of Galvanized steel 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 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
	ZIo: 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.
	d) Adjustment for component of other materials
	VM = (W * X/100-Qc*SPc-Qs * SPs- Qt*SPt) * (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

		<ul> <li>d) Adjustment for component of P.O.L</li> <li>viii)</li> <li>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.</li> <li>b) The Engineer-in-charge On the contractor.</li> <li>Provided alwaysapplicable.</li> </ul>	<ul> <li>per cent of the total value of work as indicated in schedule F</li> <li>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.</li> <li>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.</li> <li>e) Adjustment for component of P.O.L</li></ul>
			<ul><li>b) The Engineer-in-charge on the contractor.</li><li>Provided always applicable</li></ul>
3.	Clause-10CA	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	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

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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.	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.
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	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. 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 cement and/or steel reinforcement bars and/or Galvanized steel as issued under
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.	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 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	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.
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	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.
of contract shall accordingly be varied for Cement and/or Reinforcement Steel and shall be worked out as per the formula given below	a) Adjustment for component of cement
a) Adjustment for component of Cement	b) Adjustment for component of Reinforcement Steel
b) Adjustment for component of Reinforcement Steel	c) Adjustment for component of Galvanized Steel
	Vt = Qt * SPt *{0.85[ (TI-TIo)/TIo] +

c) (NO PROVISION)	0.15[(ZI-ZIo)/ ZIo]}
	Vt : Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
	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 concerned CE(C).
	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.
	However, the price index shall be minimum of the following:
	i) Index for the month when the last consignment of Galvanized Steel for the work is procured or
	ii) Index for the month in which half of the stipulated contract period is over or
	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.
	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.
	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:
i) Index for the month when the last consignment of Galvanized Steel for the work is procured or
ii) Index for the month in which half of the stipulated contract period is over or
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. 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.

# **Additional Conditions and Specifications**

# <u>3.2</u>: <u>Steel</u>

Para	Existing	Modified
3.2.1	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.	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: (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

	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-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.	<ul> <li>(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.</li> <li>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:</li> <li>(i) If it is provided in the agreement that steel is to be procured from primary producers and 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.</li> <li>(ii) However, if the stipulation is for procurement of steel from secondary producer then if the contractor uses steel from primary producer then if the contractor uses steel from primary producer then if the contractor uses steel from primary producer then if the contractor uses steel from primary producer then if the contractor uses steel from primary producer then if the contractor uses steel from primary producer the same shall be allowed but nothing extra shall be payable on this account.</li> </ul>
3.2.4	For steel procured from main producers, for checking nominal mass, tensile strength, bend test etc. specimen of sufficient length shall be	For steel procured from main producers or secondary producer, for checking nominal mass, tensile strength, bend test, etc. specimen

cut from each diameter of the bar at random at	of sufficient length shall be cut from each
frequency not less than that specified below. In	diameter of the bar at random at frequency not
case of works costing more than Rs. 2 Crores and	less than that specified below . In case of
when the steel is procured from other than main	works costing more than Rs. 2 Crores and when
producers, additional tests such as retest, re-	the steel is procured from other than main
bend test, elongation test, proof stress my also	producers, additional tests such as, retest, re-
be conducted.	bend test, elongation test, proof stress may
	also be conducted.

### 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.
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#### Clause – 42

Methodology for working at the Star Price of Galvanized Steel in 2(d) shall be as under: I) 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.	1	For 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.	17	if any defect shrinkage or other faults appear in the work within twelve months (12 months) after a certificate	if any defect, shrinkage or other faults appear in the work within twelve months (12 months) (Six months in the case of

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final the contractor shall make	work costing Rs. Fifteen lakhs and below
the same good at his own expense or	except road work) after a certificate
a sufficient portion thereof. The	final the contractor shallmake the
security deposit of the contractor shall	same good at his own expense ora
not be refunded before the expiry of	sufficient portion thereof. The security
twelve months after the issue of the	deposit or the contractor shall not be
certificate final or otherwise, of	refunded before the expiry of twelve
completion of work, or till the final bill	months (Six months in the case of work
has been prepared and passed	costing Rs. Fifteen lakhs and below except
whichever is later.	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	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	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

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. All compensations or the other sums will be treated a part of the Security Deposit.	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. All compensations or the other sums will be treated a part of the Security Deposit.
Does not exist NOTES: - In case of works with tendered value of the work	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 provisions of Clause 2 and Clause 5. NOTES: - In case of works with tendered value of the work

	If the contraction fails to maintain The	If the contraction follows maximized The
CLAUSE 2.	If the contractor fails to maintainThe	If the contractor fails to maintainThe
(COMPENSA	decision of the aforesaid authority in writing	decision of the aforesaid authority in writing
TION FOR	shall be final and binding on the contractor.	shall be final and binding on the contractor.
DELAY	This will also apply to items or group of items	This will also apply to items or group of items for
	for which separate period of completion has	which separate period of completion has been
	been specified.	specified.
	Compensation for delay of work	Compensation for delay of work
	@ 2.0 % Per month of delay to be computed	@ 2.0 % Per month of delay to be computed on
	on daily basis for the works having stipulated	daily basis for the works having stipulated time
	time of completion more than six months	of completion more than six months
	@ 1.0 % Per week of delay to be computed	
	on daily basis for the works having stipulated	@ 1.0 % Per week of delay to be computed on
		- , , ,
	time of completion upto six months	daily basis for the works having stipulated time
		of completion from three months to six months
		@ 1.5 % Per week of delay to be computed on
		daily basis for the works having stipulated time
		daily basis for the works having supulated time

	of completion up to three months
Provided always is originally given. The amount other contract with the BSNL.	Provided always is originally given. The amount other contract with the BSNL.
In case, the contractor does not However, no interest, whatsoever, shall be payable on such withheld amount.	In case, the contractor does not However, no interest, whatsoever, shall be payable on such withheld amount.
Does not exist	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.

CLAUSE 3	If the Contractor:	If the Contractor:
(WHEN	i) Having been seven days thereafter; or,	i) Having been seven days thereafter; or,
CONTRACT		
CAN BE	ii) has without seven days from the	ii) has without seven days from the
DETERMINE	Engineer-in-Charge; or	Engineer-in-Charge; or
D)		
	iii) persistently neglects to Engineer-in-	
	Charge; or	iii) persistently neglects to Engineer-in-Charge;
		or
	iv) fails to complete Engineer-in-Charge;	
	or	iv) fails to complete Engineer-in-Charge; or
	v) being a company shall pass a resolution or	
	the court shall make an order that the	v) shall offer or give or agree to give to any
	company shall be wound up or if a receiver or	person in Government/BSNL service or to any

a manager on behalf of a creditor si appointed or if circumstances shal which entitle the court or the cred appoint a receiver or a manager or entitles the court to make a wind order; or	I ariseconsideration of any kind as an inducement oritor toreward for doing or forbearing to do or havingwhichbeen done or forborne to do any act in relation
vi) commits any act/acts mentioned in Clause-21 there of	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
vii) fails to start the work within 1/8 th stipulated time	of vii) Shall obtain a contract with BSNL as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
Does not exist	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
Does not exist	ix) 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

Does not exist	x) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
Does not exist	xi) assigns, transfer, sublets ( engagement of

	labour on a piece-work basis or of a labour with 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
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: -	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: -
<ul> <li>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.</li> <li>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.</li> </ul>	a) <b>To determine the contract</b> 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.
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 contractor if the whole work had been executed by him (the certificate in	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
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	Deleted

	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. In the event of above course(s) to be paid the value so certified.	
	The contractor, whose contract is determined or rescinded as above, shall be allowed to	In the event of above course(s) to be paid the value so certified.
Clause 3A	Does not exist	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

CLAUSE 6A Comput erized Measure	Does not exist	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
ment Book		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.
		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.
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-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes may be done during 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.
The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100%

me at a hav its afte dep in t nur MB cor	rrect and no cutting or over-writing in the easurements would thereafter be allowed. If all any error is noticed, the contractor shall we to submit a fresh computerized MB with pages duly machine numbered and bound, er getting the earlier MB cancelled by the partment. Thereafter, the MB shall be taken the Divisional Office records, and allotted a mber as per the Register of Computerised Bs. This should be done before the presponding bill is submitted to the Division
sub MB	ficer for payment. The contractor shall omit two spare copies of such computerized as for the purpose of reference and record by e various officers of the department.
dep Abs me ma cop pro nur san	e contractor shall also submit to the partment separately his computerized stract of Cost and the bill based on these easurements, duly bound, and its pages achine numbered along with two spare bies of the bill. Thereafter, this bill will be pocessed by the Division Office and allotted a mber as per the computerized record in the me way as done for the measurement book eant for measurements.
pro	e contractor shall, without extra charge, ovide all assistance with every appliance, oour and other things necessary for checking
	measurements/ levels by the Engineer-in- arge or his representative.
des com acc spe the or iter me wit sta is a	cept where any general or detailed scription of the work expressly shows to the ntrary, measurements shall be taken in cordance with the procedure set forth in the ecifications notwithstanding any provision in a relevant Standard Method of measurement any general or local custom. In the case of ms which are not covered by specifications, easurements shall be taken in accordance the relevant standard method of easurement issued by the Bureau of Indian andards and if for any item no such standard available then a mutually agreed method all be followed.
day	e contractor shall give not less than seven ys" notice to the Engineer-in-Charge or his thorised 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 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. 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. 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
CLAUSE 10 B i) Secured Advance	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	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, <b>upto 90%</b> of the
on Non- perishable Materials	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	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

CLAUSE 10 C: (Payment due to increase/d ecrease in prices/wag es after receipt of tender for the work)	Such secured advance	Such secured advance
	<ul> <li>i) The base date fors including extension, if any.</li> <li>ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same.</li> </ul>	i) The base date fors including extension, if any.
	iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the	ii) The cost of work on which the escalation will

contractor.	be payable shall be reckoned as below: - Table is same
<ul> <li>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:</li> <li>a) Adjustment for component of Cement</li> </ul>	iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor.
<ul> <li>b) Adjustment for component of Reinforcement Steel</li> <li>Vs = Qs * SPs * (SI-SIo) / SIo</li> <li>Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</li> <li>Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter.</li> <li>SPs = Star price of Reinforcement Steel as</li> </ul>	<ul> <li>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:</li> <li>a) Adjustment for component of Cement (No Change)</li> <li>b) Adjustment for component of Reinforcement Steel</li> <li>Vs = Qs * SPs * (SI-SIo) / SIo</li> <li>Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</li> <li>Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual</li> </ul>
	<ul> <li>quantity consumed whichever is less during the Quarter.</li> <li>SPs = Star price of Reinforcement Steel as mentioned in Schedule F.</li> </ul>
mentioned in Schedule F.	
<b>SI=</b> 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:	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.
<ul><li>i) Index for the month when the last consignment of steel reinforcement for the work is procured or</li><li>ii) Index for the month in which half of the stipulated contract period is over</li></ul>	(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

iii) Index for the period under consideration.	period under consideration, whichever is less, shall be considered)
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.	
<ul> <li>SIo = 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.</li> <li>c) Adjustment for component of Galvanized</li> </ul>	<b>SIO</b> = 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.
steel Vt = Qt * SPt * {0.85[(TI-TIo)/TIo ]+0.15[(ZI-	
Zlo)/Zlo]}	c) Adjustment for component of Galvanized steel
<b>Vt</b> = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.	Vt = Qt * SPt * {0.85[(TI-TIo)/TIo ]+0.15[(ZI- ZIo)/ZIo]}
<ul> <li>Qt = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</li> <li>SPt = Star price of Galvanized Steel as mentioned in Schedule F [to be fixed by the</li> </ul>	Vt = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
concerned CE(C)]. TI = All India wholesale index for Tower steel	<b>Qt</b> = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).
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:	
i) Index for the month when the last consignment of galvanized steel for the work is procured or	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
<ul><li>ii) Index for the month in which half of the stipulated contract period is over</li></ul>	
	(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)
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.	
<b>TIO =</b> 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.	<b>Tio =</b> 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.
<b>ZI</b> = 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:	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
i) Index for the month when the last consignment of galvanized steel for the work is procured or	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
ii) Index for the month in which half of the stipulated contract period is over	considered)
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.	
<b>ZIO =</b> 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.	<b>ZIO =</b> 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
d)Adjustment for component of Other Materials	any.
(No Change)	d) Adjustment for component of Other

	e) Adjustment for component of P.O.L.	Materials
	(No Change)	(No Change)
		e) <b>Adjustment for component of P.O.L.</b> (No Change)
CLAUSE 10 CA	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	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
	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.	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.
	The increase/decrease in prices including extension if any and for the period under consideration. In case, price index of a particular material schedule-F shall be followed.	The increase/decrease in prices including extension if any and for the period under consideration.
	The amount of contract as per the formula given below for individual material:	In case, price index of a particular material schedule-F shall be followed.
	a) Adjustment for component of Cement (No Change)	The amount of contract as per the formula given below for individual material:
	b) Adjustment for component of Reinforcement Steel	a) Adjustment for component of Cement (No Change)
	Vs = Qs * SPs * (SI-SIo) / SIo	

	· · · · · · · · · · · · · · · · · · ·
<b>Vs:</b> Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered	b) Adjustment for component of Reinforcement Steel
<b>Qs</b> : Quantity of Reinforcement Steel paid either by way of secured advance or used in	Vs = Qs * SPs * (SI-SIo) / SIo
works since previous bill (whichever is earlier) SPs Star price of Reinforcement Steel as mentioned in Schedule F.	Vs: Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered
<b>SI=</b> 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	<b>Qs</b> : Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)
Commerce. However, the price index shall be minimum of the following:	<b>SPs</b> Star price of Reinforcement Steel as mentioned in Schedule F.
i) Index for the month when the last consignment of steel reinforcement for the work is procured or	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
ii) Index for the month in which half of the stipulated contract period is over	Commerce
iii) Index for the period under consideration.	(In respect of the justified period extended
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.	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)
<b>SIO</b> : 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.	<b>SIO</b> : 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.
c) Adjustment for component of Galvanized Steel	c) Adjustment for component of Galvanized Steel
Vt = Qt * SPt * {0.85[(TI-TIo)/TIo ] + 0.15[(ZI- ZIo)/ZIo]}	
<b>Vt</b> = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.	Vt = Qt * SPt * {0.85[(TI-TIo)/TIo ] + 0.15[(ZI- ZIo)/ZIo]}
	Vt = Variation in Galvanized Steel cost i.e.

<b>Qt</b> = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).	increase or decrease in the amount in rupees to be paid or recovered.
<b>SPt</b> = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)].	<b>Qt</b> = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).
<b>TI</b> = 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.	<b>SPt =</b> Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)].
However, the price index shall be minimum of the following:	TI = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to
<ul> <li>i) Index for the month when the last consignment of galvanized steel for the work is procured or</li> </ul>	Government. of India, Ministry of Industry and Commerce
ii) Index for the month in which half of the stipulated contract period is over	(In respect of the justified period extended under the provisions of clause-5 of the contract
iii) Index for the period under consideration.	without any action under clause 2, the index prevailing at the time of stipulated date of
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.	completion or the prevailing index of the period under consideration, whichever is less, shall be considered)
<b>TIO =</b> 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.	
<b>ZI</b> = 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:	<b>TIO =</b> 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.
i) Index for the month when the last consignment of galvanized steel for the work is procured or	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

		(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index
	<ul><li>ii) Index for the month in which half of the stipulated contract period is over</li><li>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.</li></ul>	prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)
	<b>ZIO =</b> 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.	<b>ZIO =</b> 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.
CLAUSE 12: (Deviations , Variations	<b>12.1</b> The Engineer-in-Charge shall have power except as hereafter provided.	<b>12.1</b> The Engineer-in-Charge shall have power except as hereafter provided.
Extent and Pricing)	<b>12.1.1</b> The time requested by the contractor, as follows:	<b>12.1.1</b> The time requested by the contractor, as follows:
	(i) In the proportionl tendered value(+) plus	(i) In the proportionl tendered value(+) plus
	(ii) 25% of the timet authority under Clause-5.	(ii) 25% of the timet authority under Clause- 5.
	<b>12.1.2</b> Rates for such altered, additional or substituted work shall be determined by the Engineer-in-Charge as follows:	To be deleted
	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.	

<b>12.2</b> 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,	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,
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 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 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.	
<ul> <li>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</li> </ul>	

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'. Does not exist	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. 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:-
Does not exist	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). 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).

<ul> <li>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.</li> <li>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</li> </ul>	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. <b>12.3</b> 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.
	Charge which he has executed during the preceding quarter failing which the contractor
under clause 12.3 shall be intimated within three months of the receipt of order by the 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.	shall be deemed to have waived his right. However, the Superintending Engineer may authorize consideration of such claims on merits.
Does not exist	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:-
		i) For Buildings: All works upto 1.2 m above the ground level or upto floor 1 level whichever is lower.
		ii) For abutments, piers and well steining: All works upto 1.2 m above the bed level.
		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.
		iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works upto 1.2 metres above the ground level.
		v) For basement: All works upto1.2 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.
	<b>12.5</b> 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.	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.
CLAUSE 25 Settlement of Disputes & Arbitration	Except where otherwise provided in the 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	Except where otherwise provided in the 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

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:-	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.	(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 contractor"s letter.
(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.	(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 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.
(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.	To be deleted
(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	To be deleted
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.	
(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	To be deleted
be deemed to have been considered absolutely barred and waived.	

fi	vi) Except where the decisions have become nal, binding and conclusive in terms of the ontract, all disputes arising out of the notified	<ul> <li>(iii) Except where the decisions have become final, binding and conclusive in terms of Sub para</li> <li>(ii) above, disputes or differences shall be</li> </ul>
cl cl ac Sc Er ch Er Bl no Al ar dr ar dr ar dr ar dr ar dr ar f c f c f f f f f f f f f f f f f f f	laims of the contractor as aforesaid and all laims of the BSNL shall be referred for djudication through the arbitration by the ole Arbitrator appointed by the Chief ngineer, Bharat Sanchar Nigam Limited in- harge of the work or if there be no Chief ngineer, the Administrative Head of the harat Sanchar Nigam Limited. It will also be o objection to any such appointment that the arbitrator so appointed is a BSNL Employee nd that he had to deal with the matters to which the Contract relates in the course of his uties as BSNL Employee. If the arbitrator so ppointed is unable or unwilling to act or esigns his appointment or vacates his office ue to any reason whatsoever another sole rbitrator shall be appointed in the manner foresaid by the said Chief Engineer. Such erson shall be entitled to proceed with the eference from the stage at which it was left y his predecessor.	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.
lt in w	is a term of this contract that the party nvoking arbitration shall give a list of disputes with amounts claimed in respect of each ispute along-with the notice for appointment	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 <b>and giving</b>
aı	rbitrator.	reference to the rejection by the Superintending Engineer of the appeal.
It	is also a term arbitration at all.	It is also a term arbitration at all.
		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.
СС	he conciliation and arbitration shall be onducted in accordance with the provisions f the Arbitration & Conciliation Act 1996 or	The <b>arbitration</b> shall be conducted in accordance with the provisions of the

	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.	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
	It is also a term of give reasons for the award for each dispute referred to him. It is also a term equally by both the parties.	It is also a term of give reasons for the award for each dispute referred to him.
	It is also a term costs to be so paid.	It is also a term equally by both the parties.
		It is also a term costs to be so paid.
CLAUSE 36 Employme nt of	Contractors Superintendence, Supervision, Technical Staff & Employees	Contractors Superintendence, Supervision, Technical Staff & Employees
Technical Staff and employees	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 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	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
	shall be available at site within fifteen days of start of the work.	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.
	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	To be deleted .

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	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 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.	
	If the Engineer-in-Charge, whose decision in	
	this respect is final and binding on the	
	contractor, is convinced that no such technical	If the Engineer-in-Charge, whose decision in this
	representative or agent is effectively	respect is final and binding on the contractor, is
	appointed or is effectively attending or	convinced that no such technical representative
	fulfilling the provisions of this clause, a	or agent is effectively appointed or is effectively
	recovery shall be effected from the contractor	attending or fulfilling the provisions of this
	as specified in Schedule 'F' and the decision of	clause, a recovery shall be effected from the
	the Engineer-in-Charge as recorded in the site	contractor as specified in Schedule 'F' and the
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	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.	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 Engineer-in-Charge.
	<ul> <li>ii)The contractor shall for proper supervision of the work.</li> <li>The contractor shall execution of the work.</li> <li>The Engineer-in-Charge shall be possible by competent substitutes.</li> </ul>	<ul><li>ii)The contractor shall for proper supervision of the work.</li><li>The contractor shall execution of the work.</li><li>The Engineer-in-Charge shall be possible by competent substitutes.</li></ul>
CLAUSE 37 Levy/ Taxes Payable by Contractor	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.	<ul> <li>i) 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.</li> <li>ii) The contractor shall deposit from local authorities.</li> <li>iii) If pursuant to or under any law as aforesaid from dues of the contractor.</li> </ul>
	ii) The contractor shall deposit from local authorities.	

aforesaid from dues of the contractor.CLAUSE 38 Conditions for reimburse ment of Levy/ Taxes, if levied after receipt of 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 pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such 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)delay in execution of work within the control of the contractor.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 Government and/or the Engineer-in- Charge and further shall furnish such other information/document as the Engineer-in- Charge and stuthes of the foorstitution (Forty Sixth Amendment) Act 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating theretoConditions of BSNL W-6		iii) If pursuant to or under any law, as		
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Conditions of BSNL W-6		necessary information relating thereto		
Conditions of BSNL W-6	<b>A 1</b>			
	Conditions	Conditions of BSNL W-6		

Para 6	Tender documents, during the hours specified above on payment of the following: -	Tender documents during the hours specified above on payment of following:-
	(i) Rsin cash as cost of tender(Non refundable) and	i. Rsplus 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
	<ul> <li>(ii) Earnest money of Rsin cash (upto Rs.2500/-only)/ deposit at Call receipt of a scheduled bank/fixeddeposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of5 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.</li> <li>(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.</li> </ul>	<ul> <li>ii. The tender shall be accompanied by Earnest money of in cash (upto Rs. 2500/-only)</li> <li>/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</li> <li> 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.</li> </ul>
	work or earnest money of the previous call	

Para 9 Submission of tender	9.2 In case tender document is purchased from Div/Sub-div office	9.2 In case the tender document is purchased from Division office
	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	9.2.1 Earnest Money Deposit in required format or proof of payment of EMD( if paid in cash) and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1
	9.2.2 :Envelope no. 2 will be as per Para 9.1.2.	9.2.2 Envelope no. 2 will be as per Para 9.1.2.
	9.2.3: The sealed envelopes1&2 shall be placed in another sealed envelop no 3	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	9.2.4 Same as 9.1.4
	Note: In case the eligibility credentials	Note: In case the eligibility credentials
	contract or existing law	contract or existing law
	9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is 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.	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.

Schedule- F	Reference to General Condition of contract: -	Reference to General Condition contract: -	n of
.	Name of work:	contract	
	Estimated cost of work: - Rs(Rupees)		
	Earnest money: Rs(Rupees)		
	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)		
	Security deposit	NO	
	(10 % of the tendered value for works with estimated cost put to tender upto 6 Lakhs) :- Rs(Rupees)	CHANGE	
	(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)		
	GENERAL RULES AND DIRECTIONS		
	<b>Officer inviting tender:</b> Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in	GENERAL RULES AND DIRECTIONS	
acco 2 (v)	Definitions: Engineer –in –Charge		
2 (x) 2 (xi) 2 (xii	<ul> <li>i) Accepting Authority</li> <li>Percentage on cost of material and labour to cover all overheads and profits</li> <li>Standard Schedule of Rates</li> <li>) Department</li> <li>Standard B.S.N.L. contract form</li> </ul>	No change	
Clause Aut	e 2 hority for fixing compensation under clause 2	Clause- 2 No change	
<b>Claus</b> Wheth	se 2A her Clause 2A shall be applicable Yes/No	Clause- 2A No change	
Clause Does r		hall be applicable Yes/No	
Clause i)		use- 5	
ii)	Authority to give fair and reasonable extension of t	No change	
	For completion of work	No change	
Tender .doc		tractor	Page 73

Clause 6A Does not existWhether Clause 6A shall be applicable Yes/NoClause 7				
Gross value of work to be done together with net payment /adjustment of advances for materials collected,				
<b>Clause 11</b> 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			
<ul><li>12.2 &amp; 12.3 Limit for value of any item of any individual trade beyond which sub- clauses</li><li>(i) to (v) shall not be apply</li></ul>	No Change			
Clause 16 Competent authority for deciding reduced rates Clause 25 Competent Authority for conciliation	Clause 16 No Change Clause 25			
competent Autionty for concination	Deleted			

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

То

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 exists	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 exists	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. No4) 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 Concilliatory Authority <ul> <li>In respect ofthe adjoining Zone</li> <li>In respect ofthe adjoining Zone</li> </ul>	Deleted
Clause 36 of Schedule-F	(iii) Enter the number of yearsNIT 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	Present Provision in the Clause	Modified Provision in the Clause	
No.			
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	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	

the contractor) attributable	to delay in	contractor) attributable to delay in execution of work
execution of work within the	control of the	within the control of the contractor.
contractor.		

Clause No.	Present Provision	Proposed Provision			
7	No payment shall be made for work, rates as decided by Engineer – in – Charge.	No change.			
	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.	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.			
	All such interim payment detailed measurement thereof.	No change			

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

## Modifications in Schedule "F"

Clause	Present Provision in the Clause	Modified Provision in the Clause
No.		
Clause-	Extent of Service Tax payable by Contractor for	Extent of Service Tax payable by Contractor for
37(i)	Building and Construction works :-	Building and Construction works :-
	No Provision	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 FOR CIVIL WORKS

## 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 Engineerin-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 form 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 <u>SECRECY</u>

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 in confidential and must be strictly confirmed 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 there from 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 10<sup>th</sup> 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 <u>CEMENT & STEEL REINFORCEMENT</u>

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

#### 8.2 **<u>CEMENT: -</u>**

- 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-incharge 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	For consignment		
bar	Below 100 tonnes	Over 100 tonnes	
Under 10m dia.	One sample for each 25 tonnes or part	One sample for each 40 tonnes or	
	thereof	part thereof	
10mm to 16	One sample for each 35 tonnes or part	One sample for each 45 tonnes or	
mm dia.	thereof	part thereof	
Over 16mm dia	One sample for each 45 tonnes or part	One sample for each 50 tonnes or	
	thereof	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 **Chutupalu.** 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 **Kanchi 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 **Kanchi 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 **Namkom**. 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 Any Government Technical Institute / Lab.
  - v. NIT, Jamshedpur
  - vi. Any other labs approved by O/o CE (C), BSNL Civil Jharkhand Zone, Ranchi
  - GODOWN BSNL
- 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 Preferred Makes for Civil Works			
SI.No.	Name of Materials	Preferred Makes		
1	Ordinary Portland Cement	Ambuja /Jaypee/ACC/ Ultratech /Vikram/ Sri Cement /Reliance/ La-farge		
2	White Cement	Birla White / J. K. White		
3	Reinforcement Steel	(a)Primary producer- SAIL / TATA Steel / RINL		
4	Commercial Board	Novapan / Kitply / Greenply		
5	Water Proofing Compound	Fosroc / Pidilite / Impermo by M/s Snowcem / Sika.		
6	Acrylic smooth exterior paint / Plastic Emulsion Paint / OBD	ICI / Asian Paints/Nerolac /Berger		
7	Synthetic Enamel Paint	ICI / Asian Paints / Nerolac/Berger		
8	Steel Primer	ICI / Asian Paints/ Nerolac/Berger		
9	Dash / Anchoring Fasteners	HILTI / Fischer		
10	Nuts / Bolts & Screws	GKW / Atul		
11	Admixtures	Fosroc / Sika/Pidilite		

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 subcontractor.

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-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.
- **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; Octrai/ 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
	Financial Progress	Time Allowed (From date of start)	of milestone
1	1/8th (Of the whole work)	1/4 <sup>th</sup> (Of the whole work)	In the event of not achieving the necessary progress as assessed from the running
2	3/8th (Of the whole work)	1/2th (Of the whole work)	payments, 1% of the tendered
3	3/4th (Of the whole work)	3/4th (Of the whole work)	for failure of each milestone.
4	Full	Full	

## PARTICULAR SPECIFICATIONS OF WORK

## 1.0 <u>R.C.C. WORK:-</u>

- 1.1 Design Mix Concrete
- 1.1.1 The Contractor shall design mixes for each class of concrete indicating that the concrete ingredients and proportions will result in concrete mix meeting the requirements specified at his own cost. Nothing shall be paid on this account to the contractor.
   (a) The contractor has to submit design mix without use of admixtures.
  - (a) The contractor has to submit design mix without use of admixtures.
  - (b) Admixture may be added (by maintaining the minimum cement content as given under para-2.1.3) in case of specific technical requirement so as to meet the workability / slump requirement or for any other reason but nothing extra is to be paid to contractor on account of adding admixtures.
- 1.1.2 The sources of coarse aggregate, fine aggregate, water, admixture, fly ash & cement to be used in concrete work shall be identified by the contractor & he will satisfy himself regarding their conforming to the relevant specifications & their availability before getting the same approved from the Engineer-In-Charge.
  - (a) **Coarse Aggregate:-** As per CPWD Specifications
  - (b) **Fine Aggregate:-** As per CPWD Specifications
  - (c) Water:- It shall conform to requirements laid down in IS:456-2000 / Para 5.4 or CPWD Specifications
  - (d) **Cement:-** As per CPWD Specifications .
  - (e) Admixture / Plasticizer As per CPWD Specifications. The admixture shall conform to IS: 9103. Whenever required, the admixture of approved quality & approved make only shall be used to attain the required workability. Nothing extra on account of use of Admixture / Plasticizer shall be payable.
- 1.1.3 The Contractor shall engage, at his own cost, one of the following approved laboratories / test house for designing the concrete mix in accordance with relevant IS Code and to conduct laboratory tests to ensure the target strength & workability criteria for a given grade of concrete: -

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 Any Government Technical Institute / Lab.
- v. NIT, Jamshedpur
- vi. Any other labs approved by O/o CE (C), BSNL Civil Jharkhand Zone, Ranchi

## 2.0 BATCHING & MIXING:-

(a) All design mix concrete shall be done using fully automatic / semi automatic batching plant conforming to IS: 4925 of minimum 6 cum per hour capacity. The automatic / semi automatic batching plant shall be charged by devices when actuated by a single starter switch, will

automatically start the weighing operation of each material (i.e. stone aggregate, sand, cement, water, admixture etc.) and stop automatically when designated weight of each material has been reached and also it should have rated capacity (in terms of concrete in a single batch). It shall have control panel for operation of the batching plant complete with printing facility.

- (b) In the event of mal functioning of batching plant or for any other reason for non production of batched concrete at site the contractor shall be free to use Ready Mix Concrete (RMC) at his cost. The contractor shall ensure that transit mixtures shall transport the concrete to site. All the precautions shall be taken during the transportation and handling of concrete to achieve the desired strength, durability, etc. as envisaged in the Mix Design. Contractor has to get the approval from Engineer-In-Charge regarding source of RMC by giving the details of such plants indicating name of owner / company, its location, technical establishment, past experience and text of Memorandum of Understanding (proposed to be entered between purchaser and supplier). The Engineer-in-Charge, after satisfying himself about quality / capability of the company shall give approval in writing (subject to drawing of MOU). The MOU shall be drawn with RMC plant owner / company and submitted to Engineer-in-Charge within a week of such approval. The contractor will not be allowed to purchase RMC without completion of above formalities for use in the project. Notwithstanding the approval granted by Engineer-in-Charge in aforesaid manner, the contractor shall be fully responsible for quality of concrete including input control, production, transportation and placement etc. The Engineer-in-Charge will reserve the right to deploy his supervisor at plant site to inspect at any such stage and reject the material / concrete etc if he is not satisfied about quality of material / product.
- (c) All measuring equipment shall be maintained in a clean and serviceable condition and their accuracy shall be checked at least once a month.
- (d) Only single sized good quality stone aggregate shall be brought to site of work from the approved source. The grading of the stone aggregate shall be controlled by blending the aggregate of different sizes in the required proportions at site of work

The aggregate of different sizes shall be stock-piled separately, preferably a day before use.

The grading of coarse and fine aggregates shall be checked as frequently as possible and as directed by the Engineer-In-Charge to ensure that the specified grading and quality of aggregate is maintained.

- (e) It is important to maintain the Water Cement Ratio constant at its specified or approved value by making adjustment for the moisture contents of both fine and coarse aggregates. The moisture contents in the aggregate shall be determined as frequently as possible in keeping with the weather conditions and as per the provisions of IS: 2386 (Part-III).
- (f) If the quantity of cement in approved design mix is less than the minimum quantity of cement specified in the item, the same shall be recovered from the contractor. However, If the quantity of cement in approved design mix is more than the minimum quantity of cement specified in the item, nothing extra shall be paid.

## 5.0 **Pumping and placing in position :**

5.1 The concrete shall be laid in position with the stationary pump or truck mounted pump connected with pipe lines. It may also be placed in position with the help of tower crane etc.

## 5.2. Placing :

5.2.1. Concreting shall be commenced only after Engineer-in-charge has inspected and approved the centering, shuttering and reinforcement arrangements. Shuttering shall be clean and free from all shavings, saw dust, pieces of wood, or other foreign materials. Concrete shall not be deposited under water.

5.2.2 In case of concreting of slabs and beams, wooden plank or cat walks of chequred MS plates or bamboo chalies or any other suitable material supported directly on the centring by means of wooden blocks

or lugs shall be provided to convey the concrete to the place of deposition without disturbing the reinforcement in any way. Labour shall not be allowed to walk over the reinforcement.

- 5.2.3 In case of columns and walls, it is desirable to place concrete without construction joints. The progress of concreting in the vertical direction, shall be restricted to one metre per hour.
- 5.2.4 The concrete shall be deposited in its final position in a manner to preclude segregation of ingredients. In deep trenches and footings concrete shall be placed through flexible pipe / chutes or as directed by the Engineer-in-Charge. In case of columns and walls, the shuttering shall be so adjusted that the vertical drop of concrete is not more than 1.5 metres at a time.
- 5.2.5. The Concrete shall be deposited by pumps / tower crane as nearly as practicable in its final position to avoid re-handling. It shall be laid gently (not thrown) and shall be thoroughly vibrated and compacted before setting commences and should not be subsequently disturbed. Method of placing shall be such as to preclude segregation. Care shall be taken to avoid displacement of reinforcement or movement of form work and damage due to rains.

## 5.2.6 **Construction Joint**

- 5.2.6.1 Concreting shall be carried out continuously upto the construction joints, the position and details of which shall be as shown in structural drawing or as indicated in CPWD Specification or as directed by Engineer-in-charge. Number of such joints shall be kept to minimum. These shall be straight and shall be at right angles to the direction of main reinforcement. Construction joints should comply with IS : 11817.
- 5.2.6.2 In case of columns the joints shall be horizontal and 10 to 15 cm below the bottom of the beam running into the column head. The portion of the column between the stepping off level and the top of the slab shall be concreted with the beam.
- 5.2.6.3 When stopping the concrete on a vertical plane in slabs and beams, an approved stop-board in CPWD Specification) shall be placed with necessary slots for reinforcement bars or any other obstruction to pass the bars freely without bending. The construction joints shall be keyed by providing a triangular or trapezoidal fillet nailed on the stop-board. Inclined or feather joints shall not be permitted. Any concrete flowing through the joints of stop-board shall be removed soon after the initial set. When concrete is stopped on a horizontal plane, the surface shall be roughened and cleaned after the initial set.
- 5.2.6.4 When the concrete is to be resumed, the joint shall be thoroughly cleaned with wire brush and loose particles removed. A coat of neat cement slurry at the rate of 2.75 kg of cement per square meter shall then be applied on the roughened surface before fresh concrete is laid.

#### 6. Compaction :

- 6.1 Concrete shall be thoroughly compacted and fully worked around embedded fixtures and into corners of the form work. Compaction shall be done by mechanical vibrator of appropriate type till a dense concrete is obtained. The Mechanical vibrators shall conform to IS 2505, IS:2506, IS:2514, and IS:4656.To prevent segregation, over vibration shall be avoided.
- 6.2 Compaction shall be completed before the initial setting starts. For the items where mechanical vibrators are not possible to be used, the contractor shall take permission of the Engineer-in-charge in writing before the start of the work. After compaction, the top surface shall be finished even and smooth with wooden trowel before the concrete begins to set.
- 6.3 Concrete shall be compacted into dense mass immediately after placing by means of mechanical vibrators designed for continuous operations. The Engineer-in-Charge may however relax this conditions at his discretion for certain items, depending on the thickness of the members and feasibility of vibrating the same and permit hand compaction instead. Hand compaction shall be done with the help of tamping rods so that concrete is thoroughly compacted and completely worked around the reinforcement, embedded fixtures, and into corners of the form. The layers of concrete shall be so placed that the bottom layer does not finally set before the top layer is placed. The vibrators shall maintain the whole of concrete under treatment in an adequate state of agitation, such that de-aeration and effective compaction is attained at a rate commensurate with the The supply of concrete.

vibration shall continue during the whole period occupied by placing of concrete, the vibrators being adjusted so that the centre of vibrations approximates to the centre of the mass being compacted at the time of placing.

6.4 Concrete shall be judged to be properly compacted, when the mortar fills the spaces between the coarse aggregate and begins to cream up to form an even surface. When this condition has been attained, the vibrator shall be stopped in case of vibrating tables and external vibrators. Needle vibrators / internal vibrators shall be withdrawn slowly so as to prevent formation of loose pockets. In case both internal and external vibrators are being used, the internal vibrator shall be first withdrawn slowly after which the external vibrators shall be stopped so that no loose pocket is left in the body of the concrete. The specific Contractor instructions of the makers of the particular type of vibrator used shall be strictly complied with. Shaking of reinforcement for the purpose of compaction should be avoided. Compaction shall be completed before the initial setting starts or extended initial setting time in case where retarder is used.

## 7. Curing :

- 7.1. As soon as concrete is compacted and leveled, the exposed surface shall be covered with polythene sheet for initial two to three hours after laying of the concrete so that moisture loss from the concrete can be prevented.
- 7.2. When the concrete begins to harden i.e. two to three hours after compaction, the exposed surfaces shall be kept damp with moist gunny bags, sand or any other material approved by the Engineer-in- charge. 24 hours after compaction, the exposed surface shall be kept continuously in damp or wet conditions by ponding or by covering with a layer of sacking , canvass, Hessian or similar absorbent materials and kept constantly wet for atleast 10 days from the date of placing of concrete.
- 7.3 Approved curing compounds may be used in lieu of moist curing with the written permission of the Engineer-in-Charge. Such compounds shall be applied to all exposed surfaces of the concrete as soon as possible after the concrete has set.
- 7.4 Freshly laid concrete shall be protected from rain by suitable covering.
- 7.5 Over the foundation concrete, the masonry work may be started after 48 hours of its compaction but the curing of exposed surfaces of cement concrete shall be continued along with the masonry work for at least 10 days. And where cement concrete is used as base concrete for flooring, the flooring may be commenced before the curing period of base concrete is over but the curing of base concrete shall be continued along with top layer of flooring for a minimum, period of 10 days.

## 8. Finishing

- 8.1. In case of roof slabs the top surface shall be finished even and smooth with wooden trowel, before the concrete begins to set.
- 8.2. Immediately on removal of forms, the RCC work shall be examined by the Engineer-in-Charge, before any honey combs / defects are made good.
- 8.3 Surface defects of a minor nature may be accepted. On acceptance of such a work by the Engineer-in-Charge, the same shall be rectified as follows:
  - a) Surface defects which require repair when forms are removed, usually consist of bulges due to movement of forms, ridges at form joints, honey combed areas, damage resulting from the stripping of forms and bolt holes, bulges and ridges are removed by careful chipping or tooling and the surface is then rubbed with a grinding stone. Honey-combed and other defective areas shall be chipped out, the edges being cut as straight as possible and perpendicular to the surface, or preferably slightly undercut to provide a key at the edge of the patch.
- b) Shallow patches shall first treated with a coat of thin grout composed of one part of cement and one part of fine sand and then filled with mortar similar to that used in the concrete. The mortar is placed in layers not more than 10 mm thick and each layer is given a scratch finish to secure bond with the succeeding layer. The last layer is finished to match the surrounding concrete by floating, rubbing or tooling on formed surfaces by pressing the form material against the patch while the mortar is still plastic.

- c) Large and deep patches require filling up with concrete held in place by forms. Such patches are reinforced and carefully dowelled to the hardened concrete.
- d) Holes left by bolts are filled with mortar carefully packed into places in small amounts. The mortar is mixed as dry as possible, with just enough water so that it will be tightly compacted when forced into place.
- e) Tiered holes extending right through the concrete may be filled with mortar with a pressure gun similar to the gun used for greasing motor cars
- f) Normally, patches appear darker than the surrounding concrete, possibly owing to the presence on their surface of less cement laitance. Where uniform surface colour is important, this defect shall be remedied by adding10 to 20 percent of white Portland cement to the patching mortar. The exact quantity being determined by trial.
- g) The same amount of care to cure the material in the patches should be taken as with the whole structure, Curing must be started as soon as possible, after the patch is finished to prevent early drying. Damp Hessian may be used but in some locations it may be difficult to hold it in place. A membrane curing compound in these cases will be most convenient.
- 8.4 The surface which is to receive plaster or where it is to be joined with brick masonry wall, shall be properly roughened immediately after the shuttering is removed, taking care to remove the laitance completely without disturbing the concrete. The roughening shall be done by hacking. Before the surface is plastered, it shall be cleaned and wetted so as to give bond between concrete and plaster.RCC work shall be done carefully so that the thickness of plaster required for finishing the surface is not more than 6 mm.
- 8.5 The surface of RCC slab on which the flooring with cement base is to be laid shall be roughened with brushes while the concrete is green. This shall be done without disturbing the concrete.

## 9.0 FORM WORK

- 9.1 The work shall be done in general as per CPWD Specifications.
- 9.2 Only M.S. centring / shuttering and scaffolding material unless & otherwise specified shall be used for all R.C.C. work to give an even finish of concrete surface.
- 9.3 In order to keep the floor finish as per architectural drawings and to provide required thickness of the flooring as per specifications, the level of top surface of R.C.C. shall be accordingly adjusted at the time of its centring, shuttering and casting for which nothing extra shall be paid to the Contractor. As per general engineering practice, level of floors in toilet / bath, balconies, shall be kept 12 to 20mm or as required, lower than general floors shuttering should be adjusted accordingly. Nothing extra is payable on this account.
- 9.4 Steel shuttering as approved by the Engineer-in-Charge shall be used by the contractor. Minimum size of shuttering plates shall be 600mm x 900mm except for the case when closing pieces are required to complete the shuttering panels. Dented, broken, cracked, twisted or rusted shuttering plates shall not be allowed to be used on the work. The shuttering plates shall be cleaned properly with electrically driven sanders to remove any cement slurry or cement mortar or rust. Proper shuttering oil or de-bonding compound shall be applied on the surface of the shuttering plates in the requisite quantity before assembly of steel reinforcement.

## 10.0 **REINFORCEMENT:-**

The reinforcement shall be done as per CPWD Specifications.

10.1 The rate of item of reinforcement of RCC work includes all operations including straightening, cutting, bending, welding, binding with annealed steel or welding and placing in position at all the floors with all leads and lift complete as per CPWD Specifications.

10.2 The contractor shall provide approved type of support for maintaining the bars in position and ensuring required spacing and correct cover of concrete to reinforcement as called for in the drawings, spacer blocks of required shape and size. Chairs and spacer bars shall be used in order to ensure accurate positioning of reinforcement. Spacer blocks shall be cast well in advance with approved proprietary pre-packed free flowing mortars (Conbextra as manufactured by M/S Fosroc Chemicals India Ltd. or approved equivalent) of high early strength and same colour as surrounding concrete, Pre-cast cement mortar/concrete blocks/blocks of polymer shall not be used as spacer blocks unless specially approved by the Engineer-in-charge, rate of RCC items is inclusive of cost of such cover blocks.

#### 11.0 PRE-CAST RCC WORK

- 11.1 The work shall be done in accordance with CPWD Specifications.
- 11.2 Pre-cast reinforced concrete units shall be of grade or mix as specified. Provision shall be made in the mould to accommodate fixing devices such as hooks etc. and forming of notches and holes. Each unit shall be cast in one operation. A sample of the unit shall be got approved from Engineer-in-charge before taking up the work.
- 11.3 Pre-cast units shall be clearly marked to indicate the top of member and its location.
- 11.4 Pre-cast units shall be stored, transported and placed in position in such a manner that these are not damaged.
- 11.5 The compaction of the concrete shall be done by vibrating, table or external vibrator, as approved by Engineer-in-charge. The rate quoted for the item shall include the element for framework and mechanical vibration.
- 11.6 Rate for item includes cost of all materials. labour, and all operations involved. Cost of M.S. frames, lugs including their welding, lifting hooks is also included.

## 12.0 BRICK WORK:-

- 12.1 The brickwork shall be carried out with good quality well burnt FPS bricks/ clay fly ash bricks of class designation 75 as per CPWD Specifications or as specified in the item.
- 12.2 The rate shall also include for leaving chases / notches for dowels / cramps for all kinds of cladding to come over brick work.
- 12.3 Brick work provided around shaft or lift walls or around slab cutouts shall be measured in the brick for corresponding floor level. Nothing extra shall be paid on this account.

## 13.0 **<u>FINISHING:-</u>**

- 13.1 The work shall be done in accordance with CPWD Specifications.
- 13.2 All painting material of approved brand and manufacturer shall be brought to the site of work in the original sealed containers. The material brought to the site of work shall be sufficient for at least 30 days of work. The material shall be kept under the joint custody of contractor and representative of the Engineer-in-charge. The empty containers shall not be removed from the site till the completion of the work without permission of the Engineer-in-charge.

## PROFORMA FOR TESTS CARRIED OUT

## NAME OF THE WORK: AGREEMENT NO. & DATE:

DIVISION: SUB-DIVISION:

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

Signature of Contractor

#### **GUIDELINES & GENERAL CONDITIONS**

#### **GENERAL CONDITIONS**

- 1. As soon as the tenderer receives tender acceptance letter, he should submit to the Executive Engineer schedule of construction in the shape of bar chart for all activities, and get this schedule approved from the Executive Engineer. This schedule should be submitted before stipulated date of start of construction.
- 2. During the course of work the contractor will have to maintain constant coordination with Electrical and Air-conditioning work such that every type of work goes smoothly.
- 3. Dimensions in drawings and specification may be taken in millimeter unless otherwise mentioned.
- 4. All holes in RCC, brick work etc. will be made by using power Drill of appropriate size and not by using Hammer / Chisel etc. unless specifically allowed by the Executive Engineer.
- 5. Finished work shall be finally tested for acceptance by a team of the department, within six months from the recorded date of completion. The contractor will have to provide, without any charge labour and facilities for this acceptance testing (A/T), whenever required. He will have to set right all defective work pointed out during the course of A/T or at any other time.

-sd-Executive Engineer (Civil), BSNL Civil Division, Ranchi

#### 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

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 AddressDateDateDatePlacePlaceIn presence of two witnesses

Signature	Signature
Name	Name
Signature	Signature
Name	Name

#### **For Proprietory Concern**

Shri......s/o.....r/o.....r/o.....carrying on business under the name and style of.....at.....at.....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

ii) Shri .....etc.

#### **For Companies**

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

#### **For Companies**

#### 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.

2. We

\_\_\_\_ (Indicate the name of the Bank) do hereby undertake to pay

the amount due and payable under this Guarantee without any demure, merely on a demand from the BSNL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee.

However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_\_ (Rupees only).

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

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

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

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

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

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

8. This guarantee shall be valid up to \_\_\_\_\_\_ unless extended on demand by BSNL. Notwithstanding against this Guarantee is restricted to 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

l/We	have	submitted	a bai	nk gua	arantee	for	the	work		
				( N	Name of	Work	), Agre	ement No		
Dated:			fro	om					(Name	of the
Divisio	n) with	n a view to s	eek exe	mption	from	paym	ent of	performance	guarantee	in cash. This Bank
guarar	ntee exp	oires 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.

Tender .doc

#### **SCHEDULE OF QUANTITY**

Name of Work: Cleaning of Choked Manhole Chamber and sewer line for A-wing of Admin building i/c prevention of seepage in the toilet of CGMT Chamber and other misc. work in ARTTC Campus, Ranchi.

Sl.No.	Discription of Items	Qty.	Unit	Rate	Amount
1	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50m outside the periphery of the area cleared.	3000.00	Sqm		
2	Providing and fixing on wall face unplasticised Rigid PVC pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion,				
(a)	110 mm diameter	12.20	Mtr		
3	Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS :5382 leaving 10 mm gap for thermal expansion.				
(a)	Single tee with door				
(i)	110x110x110 mm	3.00	Nos		
(b)	Bend 87.5°				
(i)	110 mm bend	7.00	Nos		
(c)	Shoe (Plain)				
(i)	110 mm Shoe	2.00	Nos		
4	Providing and fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50 mm hardwood plugs, screwed with M.S. screws of required length including cutting brick work and fixing in cement mortar 1:4 (1 cement : 4 coarse sand) and making good the wall etc. complete.				
(a)	110 mm	9.00	Nos		
5	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :				
(a)	Two or more coats on new work.	20.00	Sqm		
6	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	30.00	Sqm		

7       Distempering with 1st quality acrylic distemper, having VOC (Volatile Organic Compound ) content less than 50 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour.         (a)       Two coats.       51.00       Sqm         8       Finishing walls with Acrylic Smooth exterior paint of required shade :       62.00       Sqm         (a)       Old work (Two or more coat applied @ 1.67 ltr/10 sqm) on existing cement paint surface).       62.00       Sqm         9       Cleaning of Choked manholes of sewer line i/c removing & disposal of sludge upto dumping ground in the campus as per direction of Engineer-in-charge.       160.00       Metre         10       Cleaning of choked sewer lines i/c removing & disposal of sludge upto dumping ground in the campus as per direction of Engineer-in-charge.       30.00       Metre         11       Cleaning of choked 2" dia PVC pipe line using acid etc for smooth disposal of waste water as per direction of Engineer-in-charge.       30.00       Metre         12       Disposal of waste water from 3rd floor toilet 0f Awing by providing necessary waste water outlet by cutting the floor and providing necessary outlet       1.00       job
8       Finishing walls with Acrylic Smooth exterior paint of required shade :       1       1         (a)       Old work (Two or more coat applied @ 1.67 ltr/ 10 sqm) on existing cement paint surface).       62.00       Sqm         9       Cleaning of Choked manholes of sewer line i/c removing & disposal of sludge upto dumping ground in the campus as per direction of Engineer-in-charge.       9.00       Each         10       Cleaning of choked sewer lines i/c removing & disposal of sludge upto dumping ground in the campus as per direction of Engineer-in-charge.       160.00       Metre         11       Cleaning of choked 2" dia PVC pipe line using acid etc for smooth disposal of waste water as per direction of Engineer-in-charge.       30.00       Metre         12       Disposal of waste water from 3rd floor toilet 0f Awing by providing necessary waste water outlet by       1.00       job
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etc for smooth disposal of waste water as per direction of Engineer-in-charge.       12         Disposal of waste water from 3rd floor toilet 0f A-wing by providing necessary waste water outlet by       1.00       job
wing by providing necessary waste water outlet by
pipe of required dia and repair good the floor etc. Complete as per the direction of Engineer - in - Charge.
13Repair of 150 mm internal dia NP2 pipe in existing sewer line with cement etc. As per the direction of Engineer - in Charge.5.00each
14Supplying of Jhula Bhara in site i/c fixing the same in required position near shaft for necessary repair work in sewer / water supply line for prevention of seepage in the toilet of CGMT as per the direction of Engineer - in - Charge.4.00day
15Making pit of size 1.20 mtr. Dia and 1.20 mtr. deep in back side of Admin building as per the direction of Engineer - in Charge.4.00Nos.
Total Amount

Signature of contractor (Full Name in Capital letter) Seal Postal Address:

Date:

Ph. No.:

(With code)

Executive Engineer (C) BSNL Civil Division, Ranchi.

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