

Name of Work : Segregation of Roof Top Tower materials 9m/12m/18m/21m from available at MM stores, Shraddanadh Gunj, Nizamabad(Recall).

Nit No. :24/BCD-Warangal/2023-24/BCSD-NZB-BA

Name of Contractor	:
Date of Application and Receipt	
Date of Application and Receipt	:
Tender issued on	:
Cost of tender	: Rupees177/- including GST
Date of opening	: 08-12-2023

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The N.I.T. contains **55(Fifty Five)** pages.

IMPORTANT INSTRUCTIONS TO ALL TENDERERS

- 01. Please go through the directives carefully. Any lapse / departure may lead to:
 - i) Rejection of your tender and / or
 - ii) Forfeiture of your earnest money / and or
 - iii) Cancellation of your registration and / or
 - iv) Debarring you from future tenders.
- 02. The tenderers should **read carefully & understand** all the Conditions for the contract, Schedule of quantity etc attached with the tender document before actually quoting for the work.
- 03. Submission of Tender: The Earnest money, Tender cost, Eligibility Credentials and Tender may be submitted as per Para No. 9.0 to 9.2.4 of BSNL W-6.
- 04. Any tender in which any of the prescribed conditions is not fulfilled or any conditions including that of conditional rebate is put forth by the tenderer shall be summarily rejected. However any unconditional rebate offered shall be considered.
- 05. Near relatives of the BSNL employees shall not be permitted to tender and all the intending tenderers will have to give a certificate (that none of his / her near relatives as defined in para **14** of BSNL (W-6) in the format enclosed.
- 06. The rates quoted shall include all taxes, insurance, transportation, royalty, seigniorage charges that are applicable from time to time as per statutory rules of State / Central Government.
- 07. The rates shall invariably be written in figures and words and amount for each item worked out and filled in the schedule. All corrections made while filling shall be signed.
- 08. Please fill up the entire tender with one pen only. If the ink pen blots on the paper, please use ball point pen for the entire tender.

CONTRACTOR

SUB DIVISIONAL ENGINEER (C)

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

- 1. Tender is to be down loaded from the web site and print is to be taken on A4 size paper and details are to be entered by the tenderer at the various locations in the document. It is advisable that the down loaded tender document to be printed through a good printer like laser etc., Submission of Xerox or Photocopy of tender document is prohibited.
- 2. The tenderer should see carefully &ensure that the complete tender document including schedule of quantities as per the Index has been downloaded. While taking printout it shall be ensured that the document is printed as appearing in the web & there is no change in formatting, number of pages etc. and all the pages are legible and clear.
- 3. The cost of the tender document (Non refundable, amount mentioned in BSNL W-6 of tender document) will have to be deposited by the tenderer in the form of bank draft payable in favour of AO (Cash), BSNL NIZAMABAD along with the tender. This should be enclosed as a separate demand draft. A single demand draft for the cost of tender form and Earnest Money Deposit will not be accepted. Tender not accompanied with the demand draft towards the cost of tender document will be summarily rejected.
- 4. The Earnest Money Deposit required for this work as stipulated in BSNL W-6 of tender document also to be submitted separately.
- 5. Tenderers are advised to download tender documents well in advance and submit the tender before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in website and the same shall be taken into account while submitting the tender. Tenderer shall download corrigendum (if any), print it out, sign and attach it with the main tender document. Tender document not accompanied by published corrigendum/s is liable to be rejected. BSNL will not be responsible for delay in downloading of tender document from website.
- 6. Each page of tender document should be signed by the tenderer with seal.
- 7. Tenderer/s are free to download tender document at their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the Office of Sub-Divisional Engineer, BSNL Civil Sub- Division-NZB-BA. After award of work agreement will be prepared based on the master copy of tender document available in the above mentioned office. In case any discrepancy between the tender document downloaded from the website and the master copy, later shall prevail and will be binding on the tenderer/s, no claim on this account will be entertained.
- 8. If any change/addition/deletion is made by the Tenderer/Contractor and the same is detected at any stage even after the award of the tender, full earnest money deposit will be forfeited and the contract will be terminated at his /their risk and cost. The tenderer is also liable to be banned from doing business with BSNL Civil Wing.
- 9. The down loaded "Tender Document" in which rates are quoted should be properly bound and sealed. Loose / Spiral bound tenders shall be rejected out-rightly. In case of any corrections/additions/alterations/deletions in the tender document vis-à-vis tender document available on website the tender will not be considered and Earnest Money Deposit shall be forfeited.
- In case of any doubt in the downloaded tender, the same should be got clarified from the O/o the Sub-Divisional Engineer, BSNL Civil Sub- Division-NZB-BA (Telephone No: 9490656696) before submitting the tender.
- 11. (i) Attested copies of the credentials (required certificates mentioned in the Tender Notice); (ii) Cost of Tender document; (iii) Earnest Money Deposit shall be kept in one envelope.
- 12. Tender documents shall be kept in another envelope.
- 13. Above two covers shall be kept in a third cover and dropped in the tender box. All the three envelops should be properly closed and sealed.
- 14. The tenders of tenderers will not be opened and will be returned to them in case cost of tender document is not submitted and or EMD is not submitted and or they are not eligible based on the credentials submitted by them. In any case cost of tender document will not be refunded.
- 15. Originals of all the credentials shall be produced by the tenderer as and when asked by the Sub Divisional Engineer, BSNL Civil Sub- Division-NZB-BA. In case of failure to produce the originals, the tender will not be considered and Earnest Money Deposit will be forfeited.
- 16. The tenderer should ensure that every page of the downloaded tender document is signed by him with stamp (seal).

DECLARATIONS TO BE GIVEN BY THE TENDERER

It is to certify that

a) I / we have downloaded the tender form from the website www.telangana.bsnl.co.in and I/We have not added/deleted/corrected / modified the tender forms in any manner. It is identical to the tender document appearing on website. In case, if the same is found to be tampered / modified I/We understand that my/our tender will be summarily rejected and full amount of Earnest Money Deposit will be forfeited and I/We am/are liable to be banned from doing business with BSNL Civil Wing.

I/We have checked that no page is missing and all pages as per the index are available and that all pages of tender document submitted by us are clear & legible.

I/We have signed all the pages of the tender with seal.

	Date: -	signature of Tenderer
b)		ne through BSNL W-8 amended upto correction slip No.6; available on website snl.co.in and I/We agree with the terms and conditions of it and understood that it will form nent.
	Date: -	signature of Tenderer
c)	BSNL W-6 is/are e by me is false/incointimation to me.	S/O Sri Resident ofhereby certify that none of my relative (s) as defined in para 14 of mployed in A.P. BSNL Civil Zone. In case at any stage, it is found that the information given breect, BSNL shall have the absolute right to take any action as deemed fit without any prior tified by all the partners in case of partnership firms, by all the directors in case of
	Date: -	signature of Tenderer
	Other partners 2.	s/o signature:
		3s/o signature:
		4s/o signature:

d) The following are the works which are being executed by me $\mbox{\it /}$ us. (in progress $\mbox{\it /}$ in hand)

Name of work	Name and particulars of Division-I where work is being executed	Value of work	Position of work in progress	Remarks
1	2	3	4	5

Date: -	Signature of Tenderer
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BHARAT SANCHAR NIGAM LIMITED (A GOVERNMENT OF INDIAENTERPRISE)

GENERAL RULES AND DIRECTIONS

1. 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<u>www.telangana.bsnl.co.in</u>

This form will state the work to be carried out, as well as the date for receipt of application, the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs and drawings and any other documents, required in connection with the work signed for the purpose of identification by the officer inviting tender, shall also be open for inspection at the office of the officer inviting tender during office hours

- 2. In the event of the tender being submitted by a firm, it must be signed separately by each Partner thereof or by the partner(s) as specified in the partnership deed or by the person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.
- 3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partner(s) or by the partner(s) as specified in the Partnership Deed by the person holding a power of attorney authorizing him to give effectual receipts for the firm.
- 4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. 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. Tender shall have the name and number of the works to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amount(s) must be quoted in full rupees by ignoring fifty paise and less, and, considering more than fifty paise as rupee one.

- 5. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor, remitting the same, without any interest.
- 6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
- 7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgement of payment, to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the AO / Sr. AO or a duly authorized Cashier.
- 8. The memorandum of work tendered for and schedule of the materials to be supplied by the BSNL and their issue-rate shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
- 9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender document, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
- 10. In case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates, which correspond with the amount worked out by the contractor, shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will, unless otherwise proved, be taken as correct and not 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).

- 11. In case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
- 12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word Rupees. Should be written before the figure of Rupees. And word 'P' after the decimal figures, e.g. Rupees. 2.15 'P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to the two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the rate in words and it should not be written in the next line.
- 13. The contractor whose tender is accepted, with estimated cost put to tender exceeding Rupees. 15.00 Lakhs (Rupees Fifteen Lakhs), will be required to furnish an irrevocable PERFORMANCE GUARANTEE mentioned elsewhere in the Contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 10 days of issue of letter of Acceptance of Tender. This guarantee shall be in the form of Fixed Deposit receipts or Guarantee Bonds of a Scheduled Bank or State Bank of India.

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 form of Demand draft / Banker's Cheque / Deposit at call receipt of a Scheduled Bank or State Bank of India .

In case of works with estimated cost put to tender is upto and including Rupees. 15.00 Lakhs (Rupees Fifteen lakhs) the total security deposit deducted shall be 10% (Ten percent) instead of 5% (Five percent) of the tendered value of the work. Security Deposit shall be recovered @ 10% 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 10% of the tendered value of the work.

- 14. On acceptance of the tender, the name of accredited representative(s) of the contractor, who would be responsible for taking instructions from the Engineer-in-charge, shall be communicated in writing to the Engineer-in-Charge.
- 15. Sales-tax, purchase tax, turnover tax or any other tax on material in respect of the contract shall be payable by the Contractor and BSNL will not entertain any claim whatsoever in respect of the same.
- 16. 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.
- 17. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has /have tendered for the same work. Failure to observe this condition would render, the tender of the contractors, tendering, as well as witnessing the tender, liable to rejection summarily.
- 18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor of appropriate class, must associate himself with agencies of appropriate class, which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
- 19. The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of work	Name and particulars of Division-I where work is being executed	Value of work	Position of work in progress	Remarks
1	2	3	4	5

20. The contractor shall comply with the provision of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer(C), may in his discretion, without prejudice to any other right or remedy, available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the said Act.



B.S.N.L.W-6

BHARAT SANCHAR NIGAM LIMITED (A Govt. of IndiaEnterprise)

NOTICE INVITING TENDER

Sealed Item rate tenders are invited on behalf of the **BHARAT SANCHAR NIGAM LIMITED** (A Government of India Enterprise) from approved and eligible contractors of B.S.N.L, D.O.T, CPWD, State PWD (B&R), Irrigation. DOP, MES, Railways or any other registered civil contractors of central/state government, CPSU, PSU units etc., for the work of **Segregation of Roof Top Tower materials 9m/12m/18m/21m from available at MM stores, Shraddanadh Gunj, Nizamabad(Recall).** The work is estimated to cost **Rs. 50,969/- (Rupees Fifty Thousand Nine Hundred and Sixty Nine Only).**

- 1.1 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority,
- 1.2.1 Criteria of eligibility for issue of tender documents for non-BSNL enlisted contractors of public works organizations like CPWD, State PWD (B&R), DOP, MES, Railways or any other registered civil contractors of central/state government, CPSU, PSU units etc., is as follows:
- 1.2.1.1 (i) Certificate of Registration/ Enlistment with competent authority
- (ii) Form "A" and Partnership deed in case of partnership firms / Memorandum of Articles of Association and Power of attorney / Authorization to the person who signs the tender, in case of companies.
- (iii)PAN CARD issued by the Income Tax Department.
- (iv)Certificate of Registration issued from the competent authority for GST.
- 1.2.1.2 No prior work experience is required for Tendering for this work.
- 2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No.
 BSNL W 8, amended up to correction slip No.4 which is available as a BSNL publication / BSNL Web site:
 www.telangana.bsnl.co.in. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement. (In case "Tender Documents" are down loaded from the BSNL web site in which rates are to be quoted should be properly bound and sealed).
- 3.0 The time allowed for carrying out the work will be **30 (Thirty) Days** from the **Third** day after the date of issue of letter of award of work, or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the tender document.
- 4.0 The site for the work is available.
- 5.0 The last date of receipt of applications for issue of tender forms (in prescribed format/can also be down loaded from BSNL web site www.telangana.bsnl.co.in) and date of issue of tender forms will be as follows:
 - i) Last date of receipt of application **07.12.2023** up to 16.00 hours.
 - ii) Last date of issue of tender forms 07.12.2023 up to 16.00 hours.
- 6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & 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 web site www.telangana.bsnl.co.in or be seen in the office of the Sub-Divisional Engineer(C), BSNL Civil Sub-Division-NZB-BA, Nizamabad, Telangana. between 11.00 hours & 16.00 hours every day except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of the following:
 - i) Rupees. 177.00(Rupees One Hundred and Seventy Seven) including GST (as applicable) as cost of tender (Non refundable) in cash or Demand Drafts/ Pay Orders of a Scheduled Bank drawn in favour of AO(Cash), BSNL Nizamabad payable at Nizamaba.

The tender shall be accompanied by Earnest money of Rupees. 1020/- (Rupees One Thousand Twenty Only) in cash (up to Rupees. 2500/- only)/Banker's cheque/ deposit at call receipt of a scheduled bank/ fixed deposit receipt of a scheduled bank/ Demand draft of a scheduled bank issued in favour of "AO(Cash), BSNL Nizamabad, payable at Nizamabad. When amount of Earnest money is more than Rupees. 5 lakhs, part of the earnest money is acceptable in form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rupees. 5 lakh) or Rupees. 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 9.0 below, will be received by the **Sub-Divisional Engineer(C)**, **BSNL Civil Sub-Division-NZB-BA** upto 15.00 hrs on **08-12-2023** 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 is found in order. The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.
- 8.0 The description of the work is as follows: Segregation of Roof Top Tower materials 9m/12m/18m/21m from available at MM stores, Shraddanath Gunj, Nizamabad(Recall).

Submission of the Tender:-

Tender shall be submitted in following manner:

- 9.1 In case the tender document is down loaded from BSNL web site.
- 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 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 (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.
- 9.2.3: The sealed envelopes 1&2 shall be placed in another sealed envelope no. 3.
- 9.2.4: Same as 9.1.4

Note: In case the eligibility credentials are not found in order at any stage i.e before award of work or during execution of 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 are to be quoted should be properly bound and sealed (wax sealed/ adhesive tape sealed). Loose/spiral bound submission (in case the tender is down loaded from web site) shall be rejected out rightly. In case of any correction/ addition/alteration/omission in tender document vis-à-vis tender document available on web site shall be treated as non-responsive and shall be summarily rejected.
- 10.0 Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above-mentioned officer.

- 10.1 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools & plant, etc., will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.
- 11.0 The competent authority on behalf of the B.S.N.L. 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 any reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
- 12.0 Canvassing whether directly or indirectly, in connection with the tenders is strictly prohibited and the tenders submitted by the contractors resort to canvassing will be liable to rejection.
- 13.0 The competent authority on behalf of the B.S.N.L. reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 14.0 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is /are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is /are defined as
 - (i) Member of Hindu Undivided family (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).
- 14.1 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.
- 14.2 All the intending tenderer will have to give a certificate that none of his /her such near relative (s) as defined above is/are working in the concerned BSNL Civil Zone where he is going to apply for tender /work. The format of the certificate is to be given as:
- 14.3 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. B.S.N.L will not pay any damages to the company or Firm or the concerned person. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned BSNL Civil Zone. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors of BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.
- 15.0 No Engineer of Gazetted rank or other Gazetted officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of one year after the date of his retirement from Government service, without previous permission of the Government 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 has not obtained the permission of the Government of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.

- 16.0 The tender for the work shall remain open for acceptance for a period of **30 (Thirty)** days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/ intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% (Fifty percent) of the said earnest money as aforesaid.
- 17.0 In case of works having estimated cost Rupees. 15,00,000/- and below, the successful tenderer shall be required to execute an agreement with the Engineer-In-Charge in the proforma annexed to tender document, within 15 days of issue of letter of **award** by the BSNL. In the event of failure on part of the successful tenderer to sign the agreement, the earnest money will be forfeited and the tender cancelled.

In case of works of estimated to cost above Rs. 15, 00,000/- 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 proforma annexed to the Tender document, within 10 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 fifteen days, the Earnest Money will be forfeited and Tender cancelled.

- 18.0 This notice inviting tender (BSNL W-6) shall form a part of the contract document. In accordance with clause-1 of the contract, the letter of acceptance shall be issued first in favour of the successful tenderer/contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come in to 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 document including additional conditions, specifications and drawings if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard BSNL W-8 amended upto correction slip No. 6 as on website www.telangana.bsnl.co.in.
 - Agreement signed on non-judicial stamp paper as per Proforma annexed to BSNL W-8
- 19.0 Payment to the contractors shall be made through E-Payment system like ECS & EFT as detailed below:
 - a) In cities/ areas where ECS/EFT facility is provided by Banks, the tenderer must have account in such ECS/EFT facility providing Banks and the 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 Rupees. 10 Lakhs.
- 20.0 First running account bill shall be paid only after
 - a) signing of the agreement/contract by both the parties, and
 - b) progress chart has been prepared as required under Clause-5 and approved by the competent authority.
- 21.0 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.
- 22.0 General condition of contract for works amended upto correction slip No.6in BHARAT SANCHAR NIGAM LIMITED are available on web site www.telangana.bsnl.co.in as well as in the Divisional/Sub-Divisional office.
- 23.0 The tenderer shall furnish a declaration to this effect (in case of down loaded Tender) that no addition/deletion/correction have been made in the Tender document submitted and it is identical to the Tender document appearing on web site. Every page of down loaded Tender shall be signed by the tenderer with stamp (seal) of his firm/organization.

Signature and Name of the Divisional / Sub-Divisional Officer For and on behalf of BSNL.



BSNL. W - 7/8

BHARAT SANCHAR NIGAM LIMITED (A GOVERNMENT OF INDIAENTERPRISE)

STATE- TELANGANA CIRCLE-BSNL Civil Circle, HYDERABAD

DIVISION- BSNL Civil Division -Warangal

ZONE- BSNL Civil TT Zone SUB-DIVISION-BSNL Civil Sub-Division—NZB-BA

Item Rate Tender & Contract for Works

Tender for the work of: Segregation of Roof Top Tower materials 9m/12m/18m/21m from available at MM stores, Shraddanadh Gunj, Nizamabad(Recall).

- (i) To be submitted by **15:00** hours on **08-12-2023** to the **Sub- Divisional Engineer(C)**, **BSNL Civil Sub-Division-NZB-BA**.
- (ii) To be opened in presence of tenderer who may be present at **15:30** hours on**08-12-2023** in the office of **Sub-Divisional Engineer(C)**, **BSNL Civil Sub-Division-NZB-BA**.

Issued to:	
(Contractor)	
Signature of officer issuing the 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 B.S.N.L., then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as afore said.

A sum of **Rs.1020/- (Rupees ONE THOUSAND AND TWENTY Only)** has been deposited in prescribed manner as Earnest money. If I/We fail to commence the work specified I/We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or

remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of the Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, 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 Rupees. 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

Date	Name& Designation
	Signature
	For & on behalf of the Bharat Sanchar Nigam Limited.
	(b)
	The letters referred to below shall form part of this Contract Agreement:- (a)
)
Rup	eesRupees
by	me for and on behalf of the Bharat Sanchar Nigam Limited for a sum of
The	above tender (as modified by you (Contractor) and as provided in the letters mentioned hereunder) is accepted
	ACCEPTANCE
	Occupation: Postal Address:-
	Signature of Contractor
	Witness: Address: ()
	Dated
	(Where the NIT/Tender has been issued).
	"I/We agree that this contract is subject to jurisdiction of Court at HYDERABAD only ".
	The information in respect of works in hand is as per proforma enclosed.
	I/We agree that should I/We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Bharat Sanchar Nigam Limited and the same may at the option of the competent authority on behalf of the Bharat Sanchar Nigam Limited be recovered without prejudice to any right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.
	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 hereby intimate that for receiving payments I/We have an account in Bank with account No where the ECS / EFT facility of e-payment is available.
	India in accordance with the proforma prescribed or in the form of fixed deposit receipt etc., within 10 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 10 days, the earnest money will be forfeited and tender cancelled.

PROFORMA OF SCHEDULES

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

Schedule of Quantities	(Enclosed)

SCHEDULE "B"

SCHEDULE "A"

Schedule of Materials to be issued to the contractor

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

SCHEDULE "C"

Tools and Plants to be hired to the contractor

S. No.	Description of Item	Hire charges per day	Place of issue
1 2		3	4
DELETED			

SCHEDULE "D"

Extra schedule for specific requirements/documents for the work. (Enclosed)

- 1. Additional Conditions
- 2. Additional Specifications.

SCHEDULE "E"

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

CLAUSE 10-----NOT APPLICABLE Component of Materials expressed as percent of Total Value of Work "X" 75 % Component of Labour expressed as percent of Total Value of Work "Y" 25 %

SCHEDULE "F"

Reference to General Conditions of Contract

Name of work:- Segregation of Roof Top Tower materials 9m/12m/18m/21m from available at MM stores, Shraddanadh Gunj, Nizamabad(Recall).

Estimated cost of Work	Rs.50,969/- (Ru Nine Only)	pees Fifty Thousands Nine Hundred and Sixty
Earnest Money	Rupees 1020/-	Rupees One Thousand and Twenty Only)
Performance Guarantee (5% of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimate cost put to tender exceeding Rupees. 15.00 Lakhs)	Rupees	(Rupeesonly)

Security Deposit ___(Rupees ____ Rupees.___ (10 % of the tendered value for works with estimated cost put to tender up to Rupees. 15 Lakhs) (5% of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rupees. 15.00 Lakhs) **GENERAL RULES AND DIRECTIONS** Officer Inviting Tender Sub-Divisional Engineer(C), BSNL Civil Sub-**Division-NZB-BA** Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3 50% (Fifty Percent) **Definitions** See below Sub-Divisional Engineer(C), BSNL Civil Sub-2(v) Engineer-in charge **Division-NZB BA** 2(viii) Accepting Authority Sub-Divisional Engineer(C), BSNL Civil Sub-**Division-NZB_BA** 2(x) Percentage on cost of materials and labour to cover all overheads and profit 10 % (Ten Percent) D.S.R - 2021 with upto date correction slips. 2(xi) Standard Schedule of Rates BSNL W-8 amended up to correction slip No.6 Standard BSNL Contract Form 9(ii) Clause 2 Authority for fixing compensation under **Executive Engineer(C), BSNL Civil Division-**Clause 2 Warangal Whether Clause 2 A shall be Clause 2A applicable NO Clause 3A Whether Clause 3A shall be applicable. NO Clause 5 i) Time allowed for execution of work. 30 (Thirty) Days ii) Authority to give fair and reasonable Sub-Divisional Engineer(C), BSNL Civil Subextension of time for completion of work. **Division-NZB BA** Clause 6A Whether Clause 6A shall be NO applicable Clause 7 Gross value of work to be done together Rupees. 0.54 Lakhs. with net payment /adjustment of advances for materials collected, if any,

since the last such payment for being

eligible to interim payment.

•	Clause 1	0 work (a)	forcement s shall have t CTD bars ucers		red as belo	ow:		
		(b) T	MT bars Mar	nufactured	by/ produc	cers	Primary produce	ers such as SAIL, TISCO, RINL
	Clause 1:	Spec of we	ification to b	e followed	for execu	tion	CPWD specificat	ion volume I& II of 2009 with up to slips.
	Clause 1 2 12.1.2(iii)	2	the rates substituted	of rates fo for additior d items th d under	nal, altered at cannot	d or be	DELETI	ED
	12.1.2(iii)		Plus/ mini	us the % the sched			DELET	ED
	12.2 & 12	.3	individual clauses (i	value of an trade beyo to (v) sh es 12.2.& 1	and which nall not ap	sub oply	50% (Fifty perce	ent)
(Clause 10	5		t authority	-		Joint Chief Eng Hyderabad.	gineer, BSNL Civil Circle,
(Clause 2!	5		t authority	for		DELET	ED
Clause 36(i) a)			and rate		y in case	of r	ment of technical s non-compliance, fo table:	
	S.No	linimum qualification of echnical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience		Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)

Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
				Figures	Words

Clause 37(i) Extent of Service Tax payable by contractor for building and construction works

2

50% of total Service Tax, as per notification issued by Ministry of Finance, Govt. of India vide notification No. 30/2013-Service Tax dated 20.06.2012

Clause 42

i) (a) Schedule / statement for determining theoretical quantities of cement on the basis of Delhi Schedule of Rates **2021** printed by CPWD.

ii) Variation permissible on theoretical quantities

a) Cement for works with estimated costs put to tender

i) not more than Rupees. 5 lakhs 3 % minus

ii) more than 5 lakhs 2 % minus

b) Steel reinforcement and structural steel sections for each 2 % minus

diameter, section and category.

Star prices to be considered for Escalation and Recoveries

Sl.No	Material	Star Price
		(Rate in Figures and Words)
1 For Cement		Rupees. 5,890/- Per MT
2(a)	For Mild steel	NA
2(b)	For Reinforcement Steel conforming to BIS 1786 (Fe 415 Grade)	Rupees. 53,272/- Per MT
2(c)	For Reinforcement Steel TMT bars Fe - 500D grade	NA
2(d)	For Galvanized steel	NA

NOTE: - The rate for recovery under Clause 42 shall be same as the Star Price.

SCHEDULE - D

ADDITIONAL CONDITIONS

(i) CEMENT

PPC - Portland Pozzolana cement (flyash blended) conforming to IS: 1489 (Part 1) may also be used in the work. The certificate from PPC manufacturer indicating the percentage of flyash shall be submitted to the Engineer-in-Charge before using the cement in the work.

Hence, the tenderers may quote their rates for the items requiring cement accordingly.

(ii) SERVICE TAX

If the contractor submits the proof of paying the Service tax against the contract / job order then the same shall be reimbursable after producing necessary receipts / vouchers duly signed by the appropriate authority. Claim for reimbursement of Service Tax by the contractor shall be submitted within one year from the date of PAYMENT OF FINAL BILL and also within a month of payment of Service Tax by the contractor, failing which no claim on service tax shall be entertained and it is the duty of contractor to pay all types of taxes to the concerned Government Departments.

(iii) CONSTRUCTION WORKERS WELFARE CESS

Cess under building and other construction worker's welfare cess "Act 1996" and building and other construction workers Cess rules not withstanding anything contained in this contract, cess at the rate stipulated under Clause 3(1) of the Building and other construction worker's welfare Cess Act 1996, shall be recovered from the gross amount of the bill / bills payable under this contract.

(iv) OTHER CONDITIONS

- a) Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc., for laying/burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc., as may be required for other agencies, conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
- b) All safety precautions are to be taken by the agency for the working labour and inspecting officers taking appropriate actions. (Insurance, safety helmets, safety belts, glues etc.)
- c) The contractor shall take instructions from Engineer-in-Charge for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.
- d) All materials that are tested for use in the work shall be procured well in advance so that enough time is available for testing and approval of these materials by the Engineer-in-Charge.
- 4. Clauses 2A and 10CA of the general conditions of contract shall not be applicable to this agreement.
- 5. BSNL for any reason what so ever may change the site within the revenue district and the contractor shall execute the work at the alternate site at the agreement rates. The decision of Engineer-In-Charge shall be final and binding on the contractor in deciding alternate site. The contractor shall not have a right to claim for compensation or claim on any other account due to change of site.

LIST OF PREFERRED MAKES FOR VARIOUS ITEMS OF WORK

S.No	Material	Preferred Make
1.	Water Proofing Compound	Fosroc, Pidilite, Impermo by M/s Snowcem, Sika, Accoproof.
2.	PVC Pipes & Fittings	Supreme, Prince, Sudhakar, Truebore, Nandi.
3.	Acrylic Distemper/Plastic Paint	Asian Paints, ICI, Berger.
4.	Synthetic Enamel Paint	ICI(Dulux Gloss), Asian Paints (Premium apcolite Gloss)
5.	Steel Primer	ICI, Asian Paints, Berger, Shalimar.

7. Nuts/Bolts and Screws 8. Stainless Sted Sink (Out of Salem Steel only) 9. Float Valve 10. Admixtures 10. Admixtures 11. Vitreous China Sanitary Ware 11. Vitreous China Sanitary Ware 12. Plastic seat cover of W.C.(ISI Mark only) 13. Centrifugally Cast(spun) Iron Pipes & Fittings 14. Centrifugally Cast(spun) Iron Pipes & Fittings 14. Centrifugally Cast(spun) Iron Pipes & Fittings 15. G.I. Pipes 16. G.I. Fittings 17. Gun Metal Valves 18. Stone ware pipes & Guily traps 18. Stone ware pipes & Guily traps 19. Perfect, Hind or Crystal. 19. Mirror Glass 19. Grouting Compound 10. Latticrete, Fosroc. 11. Aluminium Sections 11. Hydraulic door closer 12. Aluminium Fittings 12. Ready Mix Concrete. 12. Hydraulic door closer 13. Aluminium Fittings 14. Coresponding Compound 15. Gassic, Everite, Jyothi. 16. G.I. Fittings 17. Gun Metal Valves 18. Stone ware pipes & Guily traps 18. Stone ware pipes & Guily traps 19. Perfect, Hind or Crystal. 19. Aluminium Sections 10. Hindalco, Jindal, Indal. 10. Grouting Compound 10. Latticrete, Fosroc. 11. Aluminium Sections 11. Hydraulic door closer 12. Hydraulic door closer 12. Hydraulic door closer 12. Hardwyn, Everite. 13. Aluminium Fittings 14. Classic, Everite, Jyothi. 15. Floor Springs 15. Corone, Hardwyn, Everite. 16. Exterior paint 17. Sonoem India, Asian, ICI, Berger. 18. Aluminium Composite Panel (ACP) 18. Aluminium Composite Panel (ACP) 19. Reflective glass 19. Saint Gobain, Asahi, Modi. 20. Polyvinyl Butlyl film 20. Dupont, Trossifoil, Trussof. 21. Pre-laminated partical board 22. Repetite glass 23. Saint Gobain, Asahi, Modi. 24. Prepainted sheet 25. Tata, Jindal. 26. Exterior paint 27. Pre-laminated partical board 28. Aluminium Composite Panel (ACP) 28. Aluminium Composite Panel (ACP) 29. Reflective glass 29. Saint Gobain, Asahi, Modi. 20. Polyvinyl Butlyl film 20. Dupont, Trossifoil, Trussof. 20. Prepainted sheet 21. Gramstong, Brindal. 21. Gramstong, General Proposition, General Proposition, General Proposition, General Proposition, General Proposition, General Proposition, G	6.	Dash/Anchoring FasteneRupees	HILTI / Fischer
8. Stainless Steel Sink (Out of Salem Steel only) 9. Float Valve 9. Viking, Prayag. 10. Admixtures 10. Float Valve 11. Vitrous China Sanitary Ware 12. Plastic seat cover of W.C.(1SI Mark only) 13. Centrifugally Cast(spun) Iron Pipes & Rittings 14. Centrifugally Cast(spun) Iron Pipes & Rittings 15. G.I. Pipes 16. G.I. Pipes 17. Gund Metal Valves 18. Stone ware pipes & Guilly traps 19. Mirror Glass 19. Mirror Glass 19. Mirror Glass 19. Mirror Glass 19. Aluminium Sections 19. Aluminium Sections 19. Aluminium Sections 19. Hirdalico, Jindal, Indal. 20. Grouting Compound 21. Aluminium Sections 23. Aluminium Fittings 24. Hydraulic door closer 25. Floor Springs 26. Exterior paint 27. Pre-laminated partical board 28. Aluminium Composite Panel (ACP) 29. Reflective glass 20. Polyvinyl Butlyl film 20. Dupont, Trossfoli, Trossof. 21. Aluminium Composite Panel (ACP) 21. Aluminium Composite Panel (ACP) 22. Armstrong, Reymobond, Alucobond, 23. Aluminium Composite Panel (ACP) 24. Aluminium Composite Panel (ACP) 25. Reflective glass 26. Exterior paint 27. Pre-laminated partical board 28. Aluminium Composite Panel (ACP) 30. Polyvinyl Butlyl film 31. PVC Sheet Rooring 31. PVC Sheet Rooring 32. Epoxy grouts 33. ERW pipe 34. Silicon sealant 35. Epoxy grouts 36. Flush Door Shutters 37. Hardware Fittings 38. Cupboard lock 39. Drawer Multilock 39. Drawer Multilock 30. Rever Multilock 30. Rever Multilock 31. PVC Sheet Rooring 32. Prepainted sheet 33. Polyvory Butlyl film 34. Silicon sealant 35. Gupto and the Rever Multilock 36. Flush Door Shutters 37. Hardware Fittings 38. Cupboard lock 39. Drawer Multilock 39. Drawer Multilock 39. Polyvory Butlyl film 40. Cylindrical lock 41. Mortice latch & lock 42. Glass 43. Modifilm (Aluminium Composite Panel (ACP) 44. Mortice latch & lock 45. Paints 46. Ecron Cylindrical lock 47. Paints 48. Water Proof cement paint 49. PVC tiles 40. Cylindrical lock 41. Mortice latch & lock 41. Mortice latch & lock 42. Glass 43. Polyboard 44. Pretaminated MDF Board 44. Nortice latch Sock 45. Paints 46. Laminates 47		·	
9. Float Valve 10. Admixtures 11. Vitrous China Sanitary Ware 11. Vitrous China Sanitary Ware 12. Plastic seat cover of W.C.(ISI Mark only) 13. Centrifugally Cast(spun) Iron Pipes & Fittings 14. Centrifugally Cast(spun) Iron Pipes & Fittings 15. G.I. Pipes 16. G.I. Fittings 17. Gun Metal Valves 18. Stone ware pipes & Gully traps 19. Virror Glass 19. Mirror Glass 20. Grouing Compound 21. Aluminium Sections 22. Ready Mix Concrete. 23. Aluminium Fittings 24. Hydraulic door closer 25. Floor Springs 26. Exterior paint 27. Pre-laminated partical board 28. Aluminium Composite Panel (ACP) 29. Reflective glass 30. Polyvinyl Butly film 30. Polyvinyl Butly film 31. PVC Sheet flooring 32. Prepainted sheet 33. ERW pipe 34. Silicon sealant 35. Epoxy grouts 36. Floats Marker 37. Hardware, Fittings 38. Saint Gobain, Modi. 39. Polyvinyl Butly film 39. Dupont, Trossifoli, Trussof. 31. PVC Sheet flooring 31. ERW pipe 32. Prepainted sheet 33. ERW pipe 34. Silicon sealant 34. Silicon sealant 35. Epoxy grouts 36. Float Shore 37. Float Shore 38. Epoxy grouts 38. ERW pipe 39. Drawer Multiock 39. Float Gloser 39. Drawer Multiock 39.			
10. Admixtures Fosoc, Pidlitte, Roff. 11. Vitreous China Sanitary Ware 12. Plastic seat cover of W.C.(ISI Mark only) 13. Centrifugally Cast(spun) Iron Pipes & Fittings 14. Centrifugally Cast(spun) Iron Pipes (Class LA) 15. G.I. Pipes 16. G.I. Pipes 17. Gun Metal Valves 18. Stone ware pipes & Gully traps 19. Mirror Glass 19. Aluminium Sections 19. Hirdalco, Jindal, Indal. 21. Aluminium Sections 21. Aluminium Fittings 22. Ready Mix Concrete. 22. Aluminium Fittings 23. Aluminium Fittings 24. Hydraulic door closer 25. Floor Springs 26. Exterior paint 27. Pre-laminated partical board 28. Aluminium Composite Panel (ACP) 29. Reflective glass 30. Polyvinyl Butlyl film 30. Polyvinyl Butlyl film 31. PVC Sheet flooring 32. Floor Springs 33. ERW pipe 34. Glass 35. Epoxy grouts 36. Epoxy grouts 37. Hardware Fittings 38. Gundard, Asahi, Modil. 39. Prepainted sheet 39. Flush Door Shutters 30. Kittings 30. Polyvinyl Butlyl film 31. Down Composite 32. Prepainted Sheet 33. Silicon sealant 34. Silicon sealant 35. Epoxy grouts 36. Epoxy grouts 37. Hardware Fittings 38. Cupboard lock 39. Drawer Multilock 39. Drawer Multilock 39. Drawer Multilock 39. Drawer Multilock 39. Prepainted Sheet 30. Polyvinyl Board 30. Polyvinyl Butly film 31. Prec Sheet flooring 32. Flush Door Shutters 33. Killy / Standard, Kutty. 34. Silicon sealant 35. Down Composite Panel 36. Cupboard lock 37. Hardware Fittings 38. Cupboard lock 39. Drawer Multilock 39. Prepainted Sheet 30. Sealer 30. Polyvinyl Sheet 30. Sealer 31. Silicon sealant 32. Prepainted sheet 33. Silicon sealant 34. Silicon sealant 35. Epoxy grouts 36. Epoxy grouts 37. Hardware Fittings 38. Cupboard lock 39. Drawer Multilock 39. Polarinated Mirp Board 39. Pipelaminated Mirp Board 39. Pipelami			
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20. Grouting Compound Latticrete, Fosroc. 21. Aluminium Sections Hindalco, Jindal, Indal. 22. Ready Mix Concrete. 23. Aluminium Fittings Classic, Everite, Jyothi. 24. Hydraulic door closer Hardwyn, Everite. 25. Floor Springs Ozone, Hardwyn, Everite. 26. Exterior paint Snocem India, Asian, ICI, Berger. 27. Pre-laminated partical board Novapan, Ecoboard. 28. Aluminium Composite Panel (ACP) Armstrong, Reynobond, Alponic, Alucobond. 29. Reflective glass Saint Gobain, Asahi, Modi. 30. Polyvinyl Butlyl film Dupont, Trossifoil, Trussof. 31. PVC Sheet flooring LG, Armstrong, Jindal. 32. Prepainted sheet Tata-bluescope, Jindal. 33. ERW pipe Tata-bluescope, Jindal. 34. Silicon sealant Dow corning, GE. 35. Epoxy grouts Saint Bobin, Latticrete, FOSROC. 36. Flush Door Shutters Kitply / Standard, Kutty. 37. Hardware Fittings EARL BIHARI / HETTICH / LAXMI. 38. Cupboard lock Dorset, Godrej, Europa. 39. Drawer Multilock KEYMAN / Earl Behari. 40. Cylindrical lock Godrej, Sheel. 41. Mortice latch & lock Godrej, Sheel. 42. Glass Modifloat / Asahi / Saint Gobain. 43. Plyboard GreenPly / Kitply. 44. Prelaminated MDF Board Merino. 45. Plain MDF Board Merino. 46. Laminates Greenlam/Formica/Merinolam/Royal Touch. 47. Paints Jenson & Nicholson/Asian/British/Nerolac/ICI. 48. Water Proof cement paint Super Source, Parko / Gern / Kingston. 59. Cremic tiles Wonderfloor, Carara. 50. Glue Fevicol / Vamicol. 51. Ceramic tiles Nacessories Parko / Gern / Kingston. 53. CP fittings & accessories Parko / Gern / Kingston. 54. Sand cast iron pipes RF/ BC.		, , ,	
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23. Aluminium Fittings Classic, Everite, Jyothi. 24. Hydraulic door closer Hardwyn, Everite. 25. Floor Springs Ozone, Hardwyn, Everite. 26. Exterior paint Snocem India, Asian, ICI, Berger. 27. Pre-laminated partical board Novapan, Ecoboard. 28. Aluminium Composite Panel (ACP) Armstrong, Reynobond, Alponic, Alucobond. 29. Reflective glass Saint Gobain, Asahi, Modi. 20. Polyvinyl Butlyl film Dupont, Trossifoil, Trussof. 31. PVC Sheet flooring LG, Armstrong, Jindal. 32. Prepainted sheet Tata-bluescope, Jindal. 33. ERW pipe Tata, Jindal. 34. Silicon sealant Dow corning, GE. 35. Epoxy grouts Saint Bobin, Latticrete, FOSROC. 36. Flush Door Shutters Kitply / Standard, Kutty. 37. Hardware Fittings EARL BIHARI / HETTICH / LAXMI. 38. Cupboard lock Dorset, Godrej, Europa. 39. Drawer Multilock KEYMAN / Earl Behari. 40. Cylindrical lock SECUR, DORUPEESET, Godrej. 41. Mortice latch & lock Godrej, Sheel. 42. Glass Modifloat / Asahi / Saint Gobain. 43. Plyboard GreenPly / Kitply. 44. Prelaminated MDF Board Merino. 45. Plain MDF Board Merino. 46. Laminates Greenlam/Formica/Merinolam/Royal Touch. 47. Paints Jenson & Nicholson/Asian/British/Nerolac/ICI. 48. Water Proof cement paint Super Snowcem, Nitcocem. 49. PVC tiles Wonderfloor, Carara. 59. Glue Fevicol / Vamicol. 51. Ceramic tiles Kajaria / Bell / NITCO / ORIENT / Somany 54. Sand cast iron pipes RIF / BC. 55. R.C.C. Pipes			·
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55. R.C.C. Pipes IHP.	53.	CP fittings & accessories	Parko / Gem / Kingston.
	54.	Sand cast iron pipes	RIF / BC.
56. Insulation above false ceiling Armflex / Superion / Eurobatex.	55.	R.C.C. Pipes	IHP.
	56.	Insulation above false ceiling	Armflex / Superion / Eurobatex.

57.	Square perforated metal false ceiling	Conwed / Unimet / TRAC.
58.	Providing Acoustical felt treatment	Soundtex.
59.	Gypsum board accessories	INDIA Gypsum Ltd.,
60.	Epoxy paint	Nerolac / Asian.
61.	Access flooring system (False floor)	Unitile / Donn.
62.	Perforated panels (False floor)	Unitile / Donn
63.	Modular work stations	Bristol, Godrej, Blow plast, Featherlite, Legend.
64.	Tinted filim	Garware, Meditech, 3M.
65.	Vitrified tiles	Naveen, Bell, Kajaria, NITCO, Euro.
66.	Wood preservative	Bison by British paints, Woodguard, Termiseal.
67.	Marine plywood	Kenwood, Kitply, Greenply.
68.	Commercial plywood	Guna, Kenwood, Galaxy, Century.
69.	Plain partical board	Novopan, Ecoboard.
70.	PVC water tank	Sintex (with ISI mark embossing only)
71.	PVC Door shutter	Rajashri, Sintex.
72.	White Cement	Birla White / J.K. White.
73.	PVC gratings	Prince / Prayag.

CONTRACTOR

SUB DIVISIONAL ENGINEER

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 Rupees. 2500.00/ Demand draft/Banker's Cheque/Deposit at Call Receipt of a Scheduled Bank or The State Bank Of India in accordance with the form annexed hereto. In case a Fixed Deposit Receipt of any bank is furnished by the contractor to the BSNL as part of the security Deposit and the Bank is unable to make payment against the said fixed deposit receipt the loss caused there by shall fall on the contract or and the contractors half or the with on demand furnish additional security to the BSNL to make good the deficit. All compensations or the other sums	The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct assume tthe 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 upto 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 (uptoRupees.2500/-) Demand draft/Banker's Cheque/ Deposit at Call Receipt of a Scheduled Bank or The State Bank Of India in accordance with the form annexed hereto. In case a Fixed Deposit Receipt of any bank is furnished by the contract or 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 there by shall fall on the contractor and the contractor shall forth with on demand furnish additional security to the BSNL to make good the deficit. All compensations or the other sums
	NOTES:- Incase 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 Rupees. 5 lakh subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rupees.5Lakh. 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 Clause2 and Clause5. NOTES:- In case of works with tendered value of Thework

CLAUSE2.(
COMPEN
SATION
FOR DELAY

If the contractor fails to maintain.......The decision of the aforesaid authority inwriting shall be final and binding on the contractor.

This will also apply to items or group of items for which separate period of completion has been specified.

Compensation for delay of work

@ 2.0%Per month of delay to be computed on daily basis for the works having stipulated time of completion more than six months

@1.0% Per week of delay to be computed on daily basis for the works having stipulated time of completion upto six months

Provided alwaysis originally given.

The amount...other contract with the BSNL.

In case, the contractor does not However, no interest, what so ever, shall be payable on such with held amount.

Does not exist

If the contractor fails to maintain.......The decision of the afore said authority inwriting shall be final and binding on the contractor.

This will also apply to items or group of items for which separate period of completion has been specified.

Compensation for delay of work

@2.0% Per month of delay to be computed on daily basis for the works having stipulated time of completion more than six months

@ 1.0% Per week of delay to be computed on daily basis for the works having stipulated time of completion from **three months to six months**

@1.5% Per week of delay to be computed on daily basis for the works having stipulated time of completion upto three months

Provided alwaysis originally given.

The amount...other contract with the BSNL.

In case, the contractor does not However, no interest, what so ever, shall be payable on such withheld amount.

The compensation for slow progress or noncompletion of work in stipulated time, at the rates specified there in, is an "agreed compensation" under clause2, which the contractor has to pay incase 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.

CLAUSE3	If the Contractor:	If the Contractor:
(WHEN	i)Having beenseven days thereafter; or,	i) Having beenseven days thereafter; or,
CONTRACT CAN BE		, , , , , ,
DETERMIN ED)	ii) has without seven days from the Engineer-in-Charge; or	ii)has withoutseven days from the Engineer- in-Charge ; or
	iii)Persistently neglects toEngineer-in-Charge; or	iii)persistently neglects to Engineer-in- Charge or
	iv) fails to completeEngineer-in-Charge; or v)being	iv) fails to completeEngineer-in-Charge; or
	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 credit or shall be appointed or if circumstances shall arise which entitle the court or the credit or to appoint a receiver or a manager or which entitles the court to make a winding up order; or	v)shall offeror give or agree to give to any person in Government/BSNL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or having been done or for borne to do any act in relation to the obtaining or execution of this or any other contract for BSNL; or
	vi)commits any act/actsmentionedinClause-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 1/8th of stipulated time	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 orderor orderfor 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
	Does not exist	thesequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or 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

Does not exist

The

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: -

- a) To determine or rescind the contract as afore said(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.
- b) To measure up the work of the contractor, after giving notice to the contractor, and to take such balance or part there of as shall be un-executed out of his hands and to give it to another contractor to complete the work.

shall

onsuch

Engineer-in-charge

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 inwriting of the Engineer-in-Charge for the amount which exceeds the amounts contracted for the unexecuted/ imperfectly executed items shall be final and conclusive)shall be borne and paid by the original contractor and may be deducted from any money due to him by the BSNL under the contractor on any other account what so ever or from his Security Deposit

 x) Shall suffer an execution being levied on his goods and allow it to be continued for a period of21days; or

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 other wise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion there of without the prior written approval of the Engineerin-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 Contractor other wise and whether the date for completion has or has not elapsed, shall by a notice in writing, shall have powers:

- a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in— Charge shall be conclusive evidence). Upon such determination, the Performance Guarantee, Earnest Money Deposit and security deposit already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.
- 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

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 money are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30days. If the contractor shall fail to pay the required sum within the aforesaid periodof30 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 there of 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 participate in the tendering process for the balance work if he so desired.	In the event of above course(s)to be paid the value so certified. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.
Does not exist	In case, the work cannot be started due to Reasons not with in the control of the contractor within1/8 th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.
Does not exist	Engineer-in-Charge shall, excepts otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. 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
	Sales thereof, or a sufficient part thereof as the case may be. If said available Performance Guarantee, Security Deposit and money are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30days. If the contractor shall fail to pay the required sum within the aforesaid periodof30 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 there of 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 participate in the tendering process for the balance work if he so desired. Does not exist

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 and/or his authorized Engineer-in-Charge representative. The contractor will, thereafter, incorporate such changes may be done during these checked/test checks in his 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 authorized representative would thereafter 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 be100% correct and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier

MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number asper the Register of Computerized MBs. This

should be done before the corresponding bill is submitted to the Division Officer for payment. The contractor shall submit two spare copies of such computerized MBs for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking

Of measurements/ levels by the Engineer-in-Charge or his representative.

where general or detailed any description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications not withstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian

measurement issued by the Bureau of Indian Standards and if for any item no such standard is available the mutually agreed method shall be followed.

The contractor shall give not less than seven days "notice to the Engineer-in-Charge or his authorized 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 there of be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not coverup 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 with in 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 there of no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated here in 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 or shall it relieve the contractor

		From liabilities from any over measurement or defects noticed till completion of the defects liability period.
CLAUSE 10B i) Secured Advance on Non- perishable Materials	The contractoron signinganindenturein the form tobespecifiedbytheEngineer-in-Charge,shall beentitledtobepaid duringthe progressofthe executionofthe work,upto75%ofthe assessed valueofany materialswhichareintheopinionof the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have beenbroughton the sitein connection therewith and are adequately stored and/or protected againstdamagebyweather orothercausesbut whichhavenotatthetime ofadvancebeen incorporatedintheworks. Whenmaterialson accountofwhichan advancehasbeenmade underthissubclauseare incorporatedinthework the amount of such advanceshall be recovered/deductedfromthe nextpaymentmade underanyoftheclauseor clauses ofthis contract. Such securedadvance glass, sand, petrol, dieseletc.	Thecontractoronsigninganindentureintheform tobespecifiedby theEngineer-in-Charge, shallbe entitledtobepaidduringtheprogress ofthe executionofthework, upto90% oftheassessed valueofanymaterialswhichareintheopinionof theEngineer-in-Chargenon-perishable, non-fragile andnon-combustibleandareinaccordancewith the contractandwhich have been brought on the sitein connectiontherewithandareadequately stored and/or protected against damage by weather or othercausesbutwhichhave not at thetimeof advancebeenincorporatedintheworks. When materialsonaccountofwhich anadvancehasbeen madeunderthissub-clauseare incorporated inthe workthe amountofsuchadvanceshallbe recovered/deductedfrom thenext paymentmade underanyoftheclauseor clauses ofthis contract. Suchsecuredadvanceglass,sand,petrol, dieseletc.

CLAUSE 10C:(Paym ent due to increase/ decreasein prices/wag esafter receiptof tenderfor the work)

materials(notbeingmaterials) suppliedorservicesrenderedatfixedpricesby theBSNLinaccordancewithClauses10 &34 thereof)and/orwagesoflabour required for execution of the work increase, the contractor shall be compensated forsuch increaseas per provisionsdetailed belowand theamount ofthe contractshallaccordinglybevaried, subject to the conditionthat such compensation pricesshallbeavailableonly forescalation in fortheworkdone duringthe stipulated period of the contract includingsuchperiod forwhichthe contract's validityisextendedunder the provisionsofClause 5ofthecontractwithoutanyactionunderClause 2andalso subjecttotheconditionthatno such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months less. Such

- **18(Eighteen)** months or less. Such compensationforescalationin the pricesof materialsandlabour, when due, shallbeworked out based onthefollowing provisions:-
- The basedate for...sincludingextension, if any.
- ii) Thecostofworkonwhichtheescalation willbepayable shallbereckoned asbelow:Table is same.
- iii) Components of Cement, Reinforcement Steel,
 Engineer-in-Charge in
 workingout such percentage shall be binding on
 thecontractor.
- iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shallbeworked out as pertheformulagivenbelow:
- a) Adjustment forcomponentofCement
- b) Adjustment for component of ReinforcementSteel

$$V_S = Q_S * SP_S * (SI-SI_O) / SI_O$$

V_S = Variationin Reinforcement Steel cost i.e. increaseordecreaseintheamountinrupeestobepaidorrecov ered.

 $\mathbf{Q_S}$ =QuantityofReinforcementSteelconsumed, based on theoretical consumption, or **actual quantity consumed whichever is less** duringtheQuarter.

SPs = Star priceof Reinforcement Steelas

Ifthe pricesofmaterials(not beingmaterials suppliedorservicesrenderedat fixedpricesby the BSNLinaccordancewithClauses10 &34thereof) and/orwages oflabourrequiredfor executionof the workincrease,thecontractorshallbe compensated

forsuchincreaseasperprovisions detailedhelow andtheamountinprices shallbe available only for the work done during the stipulated period of the contract including such periodforwhichthe contract'svalidity isextended under the provisions of Clause5of thecontract without any actionunder Clause2ofthecontractshallaccordingly varied, be subject to the condition that such compensation forescalationandalso subject tothe conditionthat compensationshallbe no such payableforaworkforwhichthe periodof stipulated completionis **18 (Eighteen)** months Such or less. compensation for escalation in prices the of materialsandlabour, when due, shall beworked out basedonthefollowing provisions:-

- i) Thebasedatefor.....sincludingextension, ifany.
- ii) Thecostofworkonwhichtheescalationwill bepayableshallbe reckonedasbelow:- Table is same
- iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in workingoutsuch percentage shallbebinding onthecontractor.
- iv) ThecompensationforescalationforCement,
 ReinforcementSteel, OtherMaterialsand
 P.O.L.shallbeworked outas pertheformula
 givenbelow:
- a) Adjustment forcomponentofCement (NoChange)
- b) Adjustment for component of ReinforcementSteel

$$V_S = Q_S * SP_S * (SI-SI_O) / SI_O$$

V_S = Variation inReinforcement Steel cost i.e. increaseordecreaseintheamountinrupeestobepaid or recovered.

Qs = Quantityof Reinforcement Steel consumed,based on theoretical consumption, or **actual quantityconsumedwhichever is less**during the Quarter.

SPs = Star price of Reinforcement Steel asmentionedinScheduleF

As mentioned inScheduleF.

SI=All IndiawholesaleindexforBarsandRods (Steel)forthe period underconsiderationas published by

the Economic Adviser to Government.ofIndia, Ministry ofIndustry and Commerce.However, thepriceindexshallbe minimumofthefollowing:

- i) Index for the month when the last consignment of steel reinforcement for the workisprocuredor
- ii) Index forthemonthinwhich halfofthe stipulated contractperiod is over
- iii)Index fortheperiod underconsideration.

For theperiodextendedundertheprovisions of clause-5ofthe contractwithoutanyactionunder clause2, the sameprincipleasfortheperiod within stipulated period of completion, will apply.

SI_0

=AllIndiawholesaleindexforBarsandRods(Steel)aspublish edbytheEconomic Adviserto Government of India, Ministry of Industry and Commerce, for the period under consideration

and that valid on the last stipulated date of receipt of tender including extension if any.

c) AdjustmentforcomponentofGalvanized steel

$V_t = Q_t *SP_t *{0.85[(TI-TI_0)/TI_0]} + 0.15[(ZI-ZI_0)/ZI_0]}$

Vt = Variationin Galvanized Steel cost i.e. increaseordecreaseintheamountinrupeesto bepaidorrecovered.

Qt =QuantityofGalvanizedSteelbroughtatsite orusedinworkssincepreviousbill(whicheveris earlier).

SPt = StarpriceofGalvanizedSteel asmentioned inScheduleF[tobefixed by theconcerned CE(C)].

TI = All Indiawholesaleindex for Tower steel material(Angles,channelsandsections)forthe periodunderconsiderationaspublishedbythe EconomicAdviserto Government.ofIndia, MinistryofIndustry andCommerce.However,the price index shallbeminimumofthefollowing:

- i) Index for the month when the last consignmentofgalvanizedsteel forthe workis procured or
- ii) Index forthemonthinwhich halfofthe stipulated contractperiod is over

SI=AllIndiawholesaleindexforBarsand Rods (Steel)fortheperiodunder considerationas published by the Economic Adviser to Government.ofIndia, Ministry ofIndustry and Commerce.

(In respectofthe justified period extended under theprovisions ofclause-5 of thecontract withoutanyactionunder clause2,theindex prevailingatthetimeofstipulateddate of completionortheprevailingindex of theperiod underconsideration, whichever is less,shall be considered)

SI₀ = AllIndiawholesaleindexforBarsandRods (Steel) aspublishedbythe Economic Adviser to Government of India, Ministry of Industry and Commerce,fortheperiodunder considerationandthatvalidonthelaststipulated dateofreceiptoftender includingextensionifany.

c) Adjustment forcomponent of Galvanized steel

$$V_t = Q_t^* SP_t * \{0.85[(TI-TI_0)/TI_0] + 0.15[(ZI-ZI_0)/ZI_0]\}$$

Vt =VariationinGalvanizedSteelcosti.e.increase ordecreaseintheamountinrupeestobepaidorrecovered.

Qt =QuantityofGalvanizedSteelbroughtatsiteor used inworks since previous bill (whichever is earlier).

SPt =StarpriceofGalvanizedSteelasmentioned inScheduleF[tobefixed bythe concernedCE(C)].

TI=All India wholesaleindex forTowersteel material(Angles,channelsandsections)forthe periodunder considerationas published bythe EconomicAdviser toGovernment. of India, MinistryofIndustryandCommerce

(In respectof the justified period extended under theprovisionsofclause-5 of thecontract withoutanyactionunder clause2,theindex prevailingatthetimeofstipulateddate of completionortheprevailingindex of theperiod underconsideration, whichever is less,shall be considered)

iii)Index fortheperiod underconsideration.

For theperiodextendedundertheprovisions of clause-5ofthe contractwithoutanyactionunder clause2, the sameprincipleasfortheperiod within stipulated period of completion, will apply.

 TI_{Ω} =AllIndiawholesaleindexforTowersteel material (Angles, channels and sections) aspublished the Economic Adviser toGovernment of India, Ministry of Industry andCommerceandthat validonthelaststipulateddateof receiptoftender includingextensionifany.**ZI** = All India wholesale index Zinc for the periodunder considerationaspublishedbythe Economic Adviser to Government of India, MinistryofIndustry andCommerce.However,the price index shallbeminimumofthefollowing:

- i) Index for the month when the last consignmentofgalvanizedsteel forthe workis procured or
- ii) Index forthemonthinwhich halfofthe stipulated contractperiod is over

iii)Index fortheperiod underconsideration.

Forthe periodextended underthe provisionsof clause-5ofthe contractwithoutanyactionunder clause-2,the same principleas forthe period within stipulated period of completion, will apply.

ZI_O = All India wholesale index for Zincas published by the Economic Adviser toGovernment of India, Ministry of Industry andCommerceandthatvalidonthe laststipulateddateof receiptof tender includingextensionifany.

d)Adjustment for component of Other Materials
(NoChange)

e) Adjustment forcomponentof P.O.L. (NoChange)

TI_O = All India wholesale index for Towersteel material (Angles , channels andsections)aspublishedbytheEconomicAdvisertoGovernm entof India,MinistryofIndustryand Commerceandthatvalidonthelaststipulated dateofreceiptoftender includingextensionifany.

ZI=AllIndiawholesaleindex forZinc forthe periodunderconsiderationaspublishedbythe EconomicAdviser toGovernmentofIndia, MinistryofIndustryandCommerce.

(In respect of the justified period extended under theprovisions ofclause-5 of thecontract withoutanyactionunder clause2, 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)

ZI_O=All IndiawholesaleindexforZincaspublished by theEconomicAdviserto GovernmentofIndia, MinistryofIndustryandCommerceandthatvalidon the last stipulateddate of receiptoftender including extension ifany.

d) Adjustment for component of Other Materials

(NoChange)

e) **Adjustment forcomponentof P.O.L.** (NoChange)

CLAUSE 10CA

If after submission of the tender, the price of cement and/or reinforcements teel bars and/or galvanized steel (not being materials supplied from the

Engineer-in Charge's stores thereof) accordancewith Clauses10 increase(s)/ decreases beyondthe price(s)prevailing atthe time of the stipulated last date receipt of of tenders(includingextensions, ifany)forthe work, thentheamountofthe contractshallaccordingly bevariedandprovidedfurtherthatany such variation shall be effected forstipulated period of contract including the justified period extended

If after submission of the tender, the price of cement and/or reinforcement steel barsand/or galvanized steel (not being materials supplied from the Engineer-in Charge's storesinaccordancewith Clauses 10 theprice(s) thereof) increase(s)/decreasesbeyond prevailingatthe timeofthe last stipulateddateof receipt oftenders (including extensions, if any) for the work, then theamount of the contract shall accordingly be varied provided furtherthatany suchvariation shallbe effectedforstipulatedperiodofcontractincluding thejustifiedperiodextendedunderclause-5ofthe

underclause-5ofthe contractwithoutany action underclause-2subjecttothe conditionthatno suchcompensation shall bepayableforaworkfor whichthe stipulatedperiodofcompletionis03 (Three) monthsorless. However, incase of tower works, compensationunderpart(a),(b)& (c)of thisclause shall bepayable/ recoverableto/from theagency forallcontractsforwhichstipulated periodofcompletionisevenlessthan03 (Three) months.

Theincrease/decreaseinpricesincluding extensionifany andfortheperiodunder consideration.

Incase, price index of a particular material...... schedule-Fshall befollowed.

Theamountofcontract.....aspertheformula given belowforindividualmaterial:

a) Adjustment forcomponentofCement (NoChange)

b)Adjustmentforcomponentof ReinforcementSteel

Vs=Qs *SPs*(SI-SIo) /SIo

Vs:Variationin ReinforcementSteelcosti.e. increaseordecrease intheamountin rupees to bepaidorrecovered

Qs:QuantityofReinforcementSteel paideither bywayof securedadvanceorused inworkssince previousbill(whicheverisearlier)

SPs Starpriceof ReinforcementSteel as mentionedinScheduleF.

SI=All IndiawholesaleindexforBaRupeesandRods (Steel)forthe period underconsiderationas published by the Economic Adviser to Government.ofIndia, Ministry ofIndustry and Commerce.However, thepriceindexshallbe minimumofthefollowing:

- i) Index for the month when the last consignment of steel reinforcement for the workisprocuredor
- ii) Index forthemonthinwhich halfofthe stipulated contractperiod is over
 - iii)Index fortheperiod underconsideration. For

theperiodextendedunderthe provisionsof clause-5of thecontract without anyactionunder clause2,thesameprinciple as fortheperiod within stipulatedperiod of completion, will apply.

contractwithoutanyactionunderclause-2subject tothe conditionthat such compensationshallbe nο payableforaworkforwhichthe periodof stipulated completionis03(Three)monthsorless. However, incaseoftowerworks, compensation underpart (a),(b)&(c)ofthisclause shallbe payable/ recoverableto/fromtheagency forallcontractsfor which stipulated ofcompletion period iseven less than03(Three)months.

Theincrease/decreaseinpricesincluding extension if anyand for the period under consideration.

Incase, price index of a particular material...... schedule-Fshall befollowed.

The amount of contract.....asperthe formulagiven belowfor individual material:

a) Adjustment forcomponentofCement (NoChange)

b)AdjustmentforcomponentofReinforcement Steel

Vs=Qs *SPs*(SI-SIo) /SIo

Vs:Variationin ReinforcementSteelcosti.e. increaseordecrease intheamountin rupees tobe paid or recovered

Qs:QuantityofReinforcementSteel paideither by wayof secured advance orusedinworks since previousbill(whicheverisearlier)

SPs Starpriceof ReinforcementSteel as mentionedinScheduleF.

SI=AllIndiawholesaleindexforBaRupeesand Rods (Steel)fortheperiodunder considerationas published by the Economic Adviser to Government.ofIndia, Ministry ofIndustry and Commerce

(In respectof the justified period extended under theprovisions 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)

SIo: All India wholesale indexforBars andRods (Steel)aspublishedbytheEconomic Adviserto Government ofIndia, MinistryofIndustryand Commerce,fortheperiodunderconsideration andas validon thelast stipulated dateofreceipt oftenderincludingextensionifany.

c)Adjustmentforcomponentof Galvanized Steel

$Vt = Qt* SPt *{0.85[(TI-TI_0)/TI_0] +0.15[(ZI-ZI_0)/ZI_0]}$

Vt = Variationin Galvanized Steel cost i.e increaseordecreaseintheamountinrupeesto bepaidorrecovered.

Qt = QuantityofGalvanizedSteelbroughtatsite orusedinworkssincepreviousbill(whicheveris earlier).

SPt = Star priceof Galvanized Steel as mentionedinSchedule-F[to be fixedbythe concernedCE(C)].

TI = All India wholesale index for Tower steel material (Angles, channelsandsections) for the periodunder 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 consignmentofgalvanized teel for the work is procured or
- ii) Index forthemonthinwhich halfofthe stipulated contractperiod is over
- iii)Index fortheperiod underconsideration.

For theperiodextendedundertheprovisions of clause-5ofthe contractwithoutanyactionunder clause2, the sameprincipleasfortheperiod within stipulated period of completion, will apply.

TI₀ = AllIndiawholesaleindexforTowersteel material (Angles, channels andsections)aspublished by the Economic Adviser

toGovernment of India, Ministry of Industry andCommerceandthat validonthelaststipulateddateof includingextensionifany. ZI = All India wholesale index for Zinc for the periodunder considerationaspublishedbythe Economic Adviser to Government of India,

MinistryofIndustry andCommerce.However,the price index shallbeminimumofthefollowing:

i) Index for the month when the last consignmentofgalvanizedsteel forthe workis procured or

SIo: All India wholesale indexforBars andRods (Steel)aspublishedbytheEconomic Adviserto Government ofIndia, MinistryofIndustryand Commerce,for the periodunderconsiderationand asvalid onthelast stipulateddate of receiptof tender includingextensionifany.

c)Adjustmentforcomponentof Galvanized Steel

Vt =VariationinGalvanizedSteelcosti.e.increase ordecreaseintheamountinrupeestobepaidorrecovered.

Qt = QuantityofGalvanizedSteelbroughtatsiteor used in works since previous bill (whichever is earlier).

SPt = StarpriceofGalvanizedSteelasmentioned inSchedule-F[tobefixed bythe concernedCE(C)].

TI=AllIndiawholesale index forBars and Rods (Steel)fortheperiodunder considerationas published by the Economic Adviser to Government.ofIndia, Ministry ofIndustry and Commerce

(In respectof the justified period extended under theprovisions ofclause-5 of thecontract withoutanyactionunder clause2,theindex prevailingatthetimeofstipulateddate of completionortheprevailingindex of theperiod underconsideration, whichever is less,shall be considered)

TI₀ = AllIndiawholesaleindexforTowersteel material (Angles, channels and sections) as publishedbytheEconomicAdvisertoGovernment of India,MinistryofIndustryandCommerceand thatvalidon thelaststipulateddateofreceiptof tender includingextensionifany.

ZI=AllIndiawholesaleindexforBaRupeesandRods
(Steel)fortheperiodunder considerationas
published by the Economic Adviser to
Government.ofIndia, Ministry ofIndustry and
Commerce

(In respect of the justified period extended under theprovisions ofclause-5 of thecontract without any action under clause 2, the index ii) Index for the month in which half of the stipulated contractperiod is over

iii)Index fortheperiod underconsideration.

Forthe periodextended underthe provisions of clause-5ofthe contractwithoutanyactionunder clause-2,the same principleas forthe period within stipulated period of completion, will apply.

ZI_O =AllIndiawholesaleindexforZinc as published bythe Economic Adviserto Government ofIndia, MinistryofIndustryand Commerce andthat validon the last stipulated date of receiptof tender including extensionifany.

prevailing at the time of stipulated date of completion ortheprevailingindex of theperiod underconsideration, whichever is less, shall be considered)

ZI_O =AllIndiawholesaleindexforZinc as published bythe Economic AdvisertoGovernment ofIndia,MinistryofIndustryandCommerceand thatvalid onthelast stipulateddate of receiptof tender includingextensionifany.

CLAUSE 12: (Deviation s, Variations Extentand Pricing)

- **12.1** TheEngineer-in-Chargeshallhavepowerexcept as hereafterprovided.
- **12.1.1**The time......requestedby the contractor, asfollows:
 - (i) Intheproportion.....ltenderedvalue(+) plus
 - (ii) 25% of the timet authority under Clause-5.
- **12.1.2** Ratesforsuchaltered, additionalor substitutedwork shall bedetermined by the Engineer-in-Chargeas follows:
- Ifthe rateforaltered, additional or substituted i) itemofworkisspecifiedinthe scheduleof quantities, the contractorshallcarry outthe altered, additional substituted items the samerate.Inthe at caseofcompositetendeRupees, wheretwoormore schedulesofquantities formpartofthe may contract, the applicable rates hall betaken fromthe scheduleofquantitiesofthat particularpartinwhich thedeviationisinvolved, failingthatat thelowest applicableratesforthe sameitemofworkinthe otherschedulesof quantities.
- ii) Iftherateforanyaltered,additional,or substituteditemof workisnot specifiedinthe scheduleofquantities, the rateforthat itemshall bederivedfromthe rateforthenearestsimilar item specified therein. In case composite tenderwheretwoor more schedule ofquantities formpartofthe contracttherateshallbederived fromthe nearestsimilariteminthe scheduleof quantitiesofthe particularpartofworks inwhich thedeviation isinvolvedfailingthatfromthe lowest of the nearest similar item in other

- **12.1** The Engineer-in-Charge shall have powerexcept as hereafterprovided.
- **12.1.1**Thetime......requestedbythecontractor, asfollows:
 - (i) Intheproportion.....ltenderedvalue(+) plus
 - (ii) 25% of the timetauthorityunderClause-5.

Tobedeleted

schedule ofquantities. Therateofsuchitemshall beworked outonthebasisofrateofsimilaritem plusthedifferenceinrateofthe originalitemand thesubstituteditematthe rate enteredin ScheduleofRates mentionedinSchedule'F' plus/minusthepercentageby whichthetendered amountoftheworksactuallyawardedishigher or lower than the corresponding estimated amountof theworks actuallyawarded.

iii)If the rate for any altered, additional or substituteditemofworkcannotbe determinedin themanner specified in sub-para (i)to (ii)above, thecontractorshall, within 15 days of the dateof informthe receiptoftheordertocarry outthesaidwork, Engineer-in-Chargeofthe ratewhich heproposes to claimfor suchitemofwork, supported by analysisofthe Engineer-in-Charge shall, within rateclaimedandthe threemonths thereafter, aftergiving due consideration to the rateclaimed by the contractor, determine the rate onthebasisof marketrate(s).Intheeventofthe contractorfailingtoinform, the Engineer-in-Chargewithinthe stipulatedperiodoftime,the whichheproposestoclaim, the rate for suchitemsshall bedetermined by the Engineer- in-Charge on the basis of market rate(s) prevailingduringthefortnightfollowingthedate oftheorder plustenpercentforprofitand overhead.

12.2In the case of contract items, substituted items, contract cum substituted items or additionalitemswhichindividually exceedsthe deviationlimitslaiddowninSchedule the contractorshallwithin fifteen daysofreceiptof orderoroccurrenceofthe excess, claimrevision ofthe rates, supported by properanalysis, for the workinexcessofthe abovementionedlimit providedthatifthe ratesoclaimedareinexcess of the specified Schedule rates in the of Quantitiesofthosederivedinaccordancewith theprovisionsofsub-para(i)to(ii)ofconditions and theEngineer-in-Charge shall, after givingconsiderationtotheanalysisofthe rates submitted thecontractor, determine the rates onthe basisofmarketratesandthe contractor shallbepaidinaccordancewiththe stipulated rates SO determined. In the event of the contractor failingtoclaimtherevision within ofrates the stipulatedperiod, the Engineer-in-Chargeshallmakepaymentatthe ratesas specifiedinthe ScheduleofQuantitiesorthose already determined undersub-paras(i)to(ii)of condition 12.1.2forthequantities in excess of the deviation limit laid downinSchedule'F'.

Doesnot exist

12.2 Inthecaseofextraitem(s)(itemsthatare areinadditiontotheitems completelynew, and containedinthecontract), the contractor may, ofreceiptof within15 days theorder occurrenceoftheitem(s) claimrates, supported byproperanalysis, fortheworkandthe Engineer-in-Chargeshall, withinone monthof thereceiptoftheclaimsupportedby analysis, aftergivingconsiderationtotheanalysis ofthe ratessubmittedby thecontractor, determine the marketrate(s).Intheevent rateonthebasisof ofthecontractor failingtoinform, the Engineer- in-Chargewithinthestipulated periodoftime, therate, which he proposes toclaim,theratefor suchitems shallbedeterminedby the Engineer- in-Charge on the basis of market rate(s) prevailingduring that period.

Incase of substituted items (items that are taken up with partial substitution or inlieu 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:-

12.2.1 If the market rate for the substituted itemsodeterminedis morethanthe

Doesnot exist

12.3Alltheprovisionsoftheprecedingparagraph i.e.Clause12.2shallalsoapplytothedecrease workinexcessofthe intheratesofitemsforthe deviationlimitand the Engineer-in-Charge may thecontractorandafter aftergivingnoticeto takingintoconsiderationany reply receivedfrom ratesfortheworkinguestion him, revise the having regardtodecrease in the marketrates.

12.4TheEngineer-in-Chargeshallintimatetothe contractorthe sanctionedratesofitems falling under the sub-clauses 12.1.2(i) to (ii) above withinthree monthsofwrittenordeRupeestocarry out theworkand in case itemfallingunder sub-clauses12.1.2 (iii) and clauses 12.2 within three monthsofintimation of rateclaimed by the contractor. The reducedrates of items falling

market rateoftheagreementitem (tobe substituted), theratepayable tothecontractor forthesubstituteditemshall betheratefor the agreementitem (tobesubstituted) so increased totheextentofthe differencebetween the market rates of the substituted itemand the agreementitem (tobesubstituted).

If the market 12.2.2 rate for the substituteditemsodetermined isless thanthe marketrateoftheagreementitem (tobe substituted), the rate payable tothecontractor forthesubstituteditemshall betheratefor the (to be agreement item substituted) SO decreasedtotheextentof thedifference between rates of the substituted item themarket andtheagreement item(tobesubstituted).

In thecase of contract items, substituted items, contractcumsubstituteditems whichexceeds thelimitslaiddown inSchedule "F"the contractormay withinfifteendaysofreceiptof orderor occurrence of theexcess, claim revisionoftherates, supported by proper analysis, for thework inexcess of theabove mentionedlimits. providedthatiftherateso claimedare inexcess of the rates specified in theSchedule of Quantities, the Engineer-in-Chargeshallwithinone monthof receiptofthe claimssupportedbyanalysis, aftergiving consideration to the analysis of the rates submitted the contractor, determine the rateson thebasisofmarket ratesand the contractorshall be paidinaccordancewith the stipulated rates so determined for the quantitiesinexcessofthedeviationlimit laid down inschedule-F.

- The provisions of the preceding paragraph shallalsoapply tothedecreasein theratesof itemsfor thework inexcess of thelimitslaid downinSchedule,,F",and theEngineer-in-Chargeshallaftergivingnoticeto thecontractor withinone monthofoccurrenceoftheexcess and after takinginto considerationany reply receivedfromhim withinfifteendaysofthe receipt of the notice, revise the rates for the workinguestionwithinone monthoftheexpiry ofthesaidperiodof fifteendays having regard to themarketrates.
- 12.4ThecontractorshallsendtotheEngineerin-Chargeonceevery threemonths, anupto dateaccountgivingcompletedetails ofall claimsforadditional whichthe paymentsto contractormayconsiderhimself entitledandof theEngineer-inalladditionalworkordered by which he has executed during the precedingquarterfailingwhichthecontractor

underclause12.3shallbeintimatedwithinthree monthsofthe receiptoforder bythecontractor. Undernocircumstancesthe contractorshall suspendtheworkonthepleaofnon-settlement ofratesordisputesintheratesfixedby the Engineer-in-Chargeofthe items fallingunderthe above clauses.

shall bedeemed to have waived his right. However, theSuperintendingEngineer may authorizeconsiderationofsuch claimson merits.

Doesnot exist

- 12.5 ForthepurposeofoperationofSchedule "F",thefollowingworksshall be treatedas works relatingtofoundationunless&otherwise defined inthecontract:-
- i) ForBuildings:Allworksupto 1.2mabove the groundlevel orupto floor1level whichever is lower. ii)Forabutments,piers andwellsteining:All worksupto1.2mabovethebedlevel.
- iii)For retaining walls, wing walls, compound walls,chimneys, overheadreservoirs/tanksand theotherelevatedstructures: Allworksupto 1.2metersabovethegroundlevel.
- iv)For reservoirs/tanks (other than overhead reservoirs/tanks):Allworksupto1.2 metres above thegroundlevel.
- v)For basement: All works upto 1.2 m above groundlevel oruptofloor 1 level whichever is lower. vi)For Roads, all items of excavation and filling including treatment of subbase.
- **12.5**Anyoperationincidentaltoornecessarilyhas tobein contemplation oftendererwhile filing tender, or necessary for proper executionofthe itemincludedinthe Scheduleof **Quantities** orin thescheduleofratesmentioned above, whether ornot, specifically indicated n the description of the itemand the specifications, relevant shallbe deemedtobeincludedinthe ratesquotedby the tendererorthe rategiveninthe saidscheduleof rates, as the case may be. Nothing extrashall be admissible forsuch operations.

12.6Anyoperationincidentaltoornecessarily hastobe incontemplationof tendererwhile filingtender.ornecessarv forproperexecution oftheitemincluded intheScheduleof **Ouantities** or in the schedule of rates mentionedabove, whether ornot, specifically indicatedinthedescriptionoftheitemand the relevantspecifications, shall be deemedtobe includedintheratesquotedby thetendereror therategiven in thesaidscheduleofrates, as the case be.Nothingextrashallbe admissible suchoperations.

CLAUSE 25 Settlement of Disputes&A rbitration

Except where otherwise provided in the contractallquestionsanddisputesrelatingtothe meaningofthe specifications, design, drawings andinstructionshereinbeforementioned andas tothequalityofworkmanshipormaterialsused ontheworkorasto anyotherquestion, claim, right, matter or thing whatsoever in any way arisingoutoforrelatingtothecontract, designs, drawings, specifications, estimates, instructions orders these conditions otherwise or concerningtheworksortheexecutionorfailure toexecutethesamewhetherarising duringthe progress ofthe work afterthecancellation, termination, completion orabandonmentthereof shallbedealtwithasmentionedhereinafter:-

Exceptwhereotherwiseprovided in the contractall questionsanddisputesrelatingtothemeaningof the specifications, design, drawings and instructions herein beforementioned and astothe quality of workmanshipor materialsused on theworkor as to any other question, thing claim, right, matter or whatsoeverinanywayarisingoutoforrelatingto the contract, designs, drawings, specifications, estimates, instructions orders or these conditionsor otherwiseconcerning theworksorthe executionor failuretoexecute thesamewhetherarising during theprogressoftheworkorafterthe cancellation, termination, completion or abandonment thereof shallbedealtwithasmentionedhereinafter:-

- (i) If the contractor considers that he is entitled to extrapaymentorcompensationin respectofthe worksover and abovetheamounts admittedaspayableby theBSNLorincasethe contractor wants todisputethe validityof any deductionsorrecoveriesmadeorproposed to be madefromthe contract, the contractorshall forthwithgivenoticeinwriting ofhisclaim, inthis Engineer-in-Chargewithin behalftothe 30davs fromthedateofdisallowancethereofforwhich thecontractorclaimssuch additionalpaymentor compensationordisputesthevalidity of any deductionor recovery. The saidnotice shall give full particular softhe claim, grounds onwhichitis basedanddetailedcalculationsofthe amount claimedand the contractor shallnot be entitledto raiseany claimnorshalltheBSNLbeinanyway liableinrespectofanyclaimby thecontractor claimshallhavebeen unlessnoticeofsuch bythecontractorto the Engineer-in-Charge in the manner andwithinthetimeasaforesaid.The contractorshall be deemedto havewaivedand extinguishedall hisrightsinrespectofanyclaims notified not totheEngineer-in-Chargeinwritingin themannerandwithinthetime aforesaid.
- The Engineer-in-Chargeshall give his decisioninwritingontheclaimsnotified by the contractorwithin 30daysofthe receiptofthe noticethereof.Ifthecontractorisnotsatisfied withthedecisionoftheEngineer-in-Charge, the contractormaywithin15daysofthereceiptof thedecisionofthe Engineer-in-Charge submithis conciliatingauthority claimstothe named Schedule'F'forconciliationalongwithall details and of correspondence copies exchanged betweenhimand the Engineer-in-Charge.
- iii)Thepartyinitiatingconciliationshallsend totheotherparty awritteninvitationtoconciliate. Conciliationproceedings shall commence when theotherparty acceptsinwritingtheinvitationto conciliate. If the otherpartyrejectstheinvitation, ordoesnotreplywithin30 (Thirty)daysfromthedate ofinvitation,therewillbe noConciliation Proceedings.
- (iv)When itappearsto the Conciliator that thereexistselementofasettlementwhichmay beacceptabletothe parties,he shall formulate theterms of possible settlement and submit them to parties for their observation after

(i)IfthecontractorconsideRupeesthatany work demanded of him to be outside the requirementsof thecontract, disputes any drawings, recordordecision given in writing by the Engineer-in-Charge on any matter connection with orarisingout of thecontractor carryingoutofthework, to be unacceptable, he shallpromptlywithin15 daysrequestthe SuperintendingEngineerin writing for written instruction or decision. Thereupon, the SuperintendingEngineershall give hiswritten instructionsor decision withinaperiodofone month from the receipt of contractor "sletter.

(ii) If the Superintending Engineer fails to give hisinstructions ordecisionin writing withinthe aforesaid period or if the contractor dissatisfied with thein structions or decision of the Superintending Engineer, thecontractor withinaperiodof30 fromreceiptofthe davs decision, giveanotice, in the formprescribed theBSNLas perAppendix-XVtotheChief Engineer, Bharat Sanchar Nigam Limitedin - charge of thework therebe orif no Chief Engineer, to the Administrative Head ofthe BharatSanchar Nigam Limited forappointment ofanarbitrator toadjudicate thenotified claims failing which thesaiddecisionshall be final binding&conclusiveand not referableto adjudicationbythearbitrator.

Tobedeleted

Tobedeleted

receiving the observations of the parties. Hemay reformulatetheterms ofa possible settlementin thelightofsuchobservations. If the partiesreach agreement on settlement ofthedispute, they may draw signawrittensettlementagreement. upand PartiesmayrequesttheConciliatortodrawupor assistthemindrawingupthe settlement agreement. Such settlementagreement shall havethe same statusand effect as ifitisan arbitralawardon agreedtermson the substance of the dispute rendered byan arbitral tribunal undersection30ofArbitrationand Conciliation Act1996. If a settlement does not appear possible, the Conciliator, afterconsultationwith the partieswill giveawrittendeclarationthat further efforts atConciliation are no longer justified and the Conciliation Proceedingsare terminated.

(v) When conciliation proceedings have becomein-fructuousor terminatedthe have been party, which initiated the Conciliation shall, within aperiodof30 daysoftermination thereofshall give a notice, in the form prescribed by the BSNL.to theChiefEngineer,BharatSanchar NigamLimited inchargeoftheworkorifthere noChiefEngineer,to be theAdministrative Headof the Bharat

Sanchar Nigam Limited for appointmentofan arbitrator toadjudicatethe notifiedclaimsfailingwhichthe claimsofthe contractorshallbe deemedto havebeen considered absolutelybarredand waived.

Exceptwherethedecisionshavebecome (vi) conclusiveintermsofthe binding and contract,all disputesarising outofthe notified claimsofthe contractorasaforesaidand all claimsofthe BSNL shallbe referred for adjudicationthrough thearbitrationby theSole Arbitrator appointed by the Chief Engineer, BharatSancharNigamLimited in-chargeofthe workoriftherebe noChiefEngineer, the Administrative Head of the Bharat Sanchar NigamLimited.Itwillalsobe no objectionto any suchappointmentthat the Arbitrator so appointed is a **BSNLEmployee** and thathe had todealwith thematterstowhichtheContract relatesinthe courseofhisdutiesas BSNLEmployee. Ifthe actor arbitratorsoappointedisunableorunwillingto resigns hisappointment or vacates his officeduetoany reasonwhatsoeveranothersole arbitratorshallbeappointedinthe manner aforesaid by said Chief Engineer. Such peRupeeson

hispredecessor.

It isa term of this contract that the party invokingarbitrationshallgivealistofdisputes withamounts claimed inrespectofeachdispute along-with the notice for appointment of arbitrator.

referencefromthestageatwhichitwasleftby

shallbeentitledto

proceed

Tobedeleted

(iii)

withthe

bindingand conclusivein termsofSubpara(ii)above,disputes ordifferencesshallbe referredforadjudication through the arbitration bytheSoleArbitratorappointed theChief by Engineer, Bharat Sanchar Nigam Limited in-charge of the workoriftherebenoChiefEngineer.the AdministrativeHeadofthe BharatSanchar Nigam Limited. It will also be no objection to any such appointmentthat theArbitrator appointedisa **BSNLEmployeeandthathe** hadtodealwiththe matterstowhichtheContractrelatesinthe course ofhisdutiesasBSNLEmployee.Ifthe arbitratorso appointedisunableorunwillingtoactorresigns hisappointment orvacateshisoffice duetoanv reasonwhatsoeveranothersolearbitrator shall be appointed manner the inthe aforesaid by said shallbe ChiefEngineer.Suchperson entitledto proceedwiththereferencefromthestageatwhich itwasleft byhis predecessor.

Exceptwherethedecisionshavebecome

final,

Itisatermofthiscontractthattheparty invoking arbitrationshall givealistofdisputeswith amounts claimedin respectofeach disputealong-withthe notice forappointment of arbitrator **and giving**

Itisalsoa term.....arbitrationatall.

referencetotherejectionbytheSuperintending Engineeroftheappeal.

Itisalsoa term.....arbitrationatall.

thiscontractthatifcontractor Itis alsoa termof doesnotmake demandforappointmentof any arbitratorin respectofanyclaims in writingas aforesaidwithin120 days of receiving intimationfrom the Engineer-in-charge that the finalbill isreadyforpayment, the claim of the contractorshallbedeemedtohavebeen barredandBSNLshallbe andabsolutely dischargedand releasedofall liabilitiesunder the contract in respect of these claims.

The **arbitration** shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made the reunder and for the time being inforces hall apply to the proceeding under this clause

Itisalsoatermofgivereasonsforthe award foreach disputereferredtohim.

Itisalsoa term.....equallybyboth the parties. It isalsoa term......costs tobesopaid.

The conciliation and arbitration shall be conducted in accordancewiththe provisions of the Arbitration & ConciliationAct 1996 or any statutory modification or re-enactment thereof and the rulesmade thereunder and forthe time beingin forceshallapply to thearbitration proceedingunder this clause

Itisalsoatermof..... givereasonsforthe award foreach disputereferredtohim.

Itisalsoa term....equallybyboth the parties. It isalsoa

term.....costs tobesopaid.

CLAUSE 36 Employmen tof Technical Staffand

employees

Contractors Superintendence, Supervision, TechnicalStaff&Employees

i) Thecontractor......underthecontract.

The contractor shallimmediately after receiving letterofacceptanceofthe tender andbefore commencementofthe work,intimateinwritingto theEngineer-in-Chargethename, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in chargeofthework. Such qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Chargeshallwithin15daysofreceipt ofsuch communicationintimateinwritinghisapproval otherwiseof such representative to the contractor. Anysuchapproval may atanytimebewithdrawn and incaseof such withdrawal, the contractor shall appoint representative another such according to the provisions of this clause. DecisionoftheEngineer-in-Chargeshall befinal and binding onthe contractorin thisrespect.Such aprincipaltechnical representativeshallbe appointedby the contractors oon after receipt of the approval from the Engineer-in-Charge and

Contractors Superintendence, Supervision, TechnicalStaff&Employees

i) Thecontractor......underthecontract.

The contractor shall immediately receivina letterofacceptanceofthe before tenderand commencementofthework,intimateinwritingto the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars alongwithcertificates, of the principal technical representative tobeinchargeoftheworkandother technical representative(s) who will supervisingthework. Minimumrequirementof such technical representative(s) and their qualifications andexperienceshallnotbelower than specified in Schedule 'F'. The Engineer-in- Chargeshall within daysofreceiptofsuch communication writinghisapprovalor otherwiseofsuchrepresentativetothe contractor. Anysuchapprovalmay atanytimebewithdrawn andincase of such with drawal, the contractor shall appoint another such representative according theprovisionsofthisclause. Decision ofthe Engineer-in-Chargeshall befinal andbindingonthe contractorinthisrespect.Suchaprincipaltechnical

shall beavailableatsitewithinfifteendaysofstart ofthework.

representativeshallbeappointed by the contractor soon after receipt of the approval from the Engineer-in-Chargeand shall be available at site within fifteen days of start of the work.

Tobedeleted.

Ifthe contractor(oranypartnerincaseof firm/company) himself hassuch who qualifications, it will not be necessary for the said contractor toappoint sucha principal technical representative butthe contractor shalldesignate and appointa responsibleagentto representhim andtobepresentat contractorisnotinapositiontobe theworkwheneverthe sopresent.All theprovisionsapplicabletotheprincipal technical representative undertheClausewill alsobe applicablein sucha caseto contractororhis responsible

agent. The principal technical representativeand/orthe contractorshall on receivingreasonablenoticefromthe Engineer-in- Chargeor hisdesignated representative(s)in charge ofthework inwriting orinpersonor otherwise,present himselftothe Engineer-in- Chargeand/oratthe siteofwork,as required, to take instructions. Instructions given

the Principal technical representative or the responsibleagent shallbedeemedto havethe same forceasifthese havebeengiven to the contractor. Theprincipal technicalrepresentative and/orthecontractororhisresponsibleauthorised agentshallbeactually availableatsiteatleasttwo working days everyweek,these days shallbe determinedin consultationwiththe Engineer-in- Chargeaswellas fully duringimportantstagesof executionofwork, during recordingmeasurement ofworksandwheneversorequiredby the Engineer-in-

Chargeby anoticeasaforesaidand shallalsonotedowninstructionsconveyedby the Engineerdesignated representative in-Charge or his in the site order book and shall affixhissignaturein tokenofnotingdownthe instructions and intoken ofacceptanceof measurements.There shall benoobjectionifthe representative/agentlooksafter morethanone workandnotmorethanthreeworks inthe same stationprovidedthesedetailsaredisclosed to the Engineer-in-Chargeandheshallbe satisfiedthat the provisions and purpose ofthis clause are fulfilled satisfactorily.

IftheEngineer-in-Charge, whose decisioninthis respectisfinalandbindingon thecontractor, is convincedthat no suchtechnical representativeor agentiseffectively appointedoriseffectively attendingorfulfillingtheprovisionsofthisclause, arecoveryshallbeeffected fromthecontractoras specifiedinSchedule'F'andthe decisionofthe Engineer-inrecordedinthe Chargeas siteorder bookand measurementrecordedinMeasurement Booksshallbe finalandbindingonthecontractor.

If the Engineer-in-Charge, whose decision in this respect is final and bindingonthe contractor, is convinced that no suchtechnical representativeor agentiseffectively appointedoriseffectively attendingor fulfilling the provisionsofthis clause, recovery shallbeeffectedfromthecontractoras specified inSchedule'F'and the decision of the Engineer-in-Chargeas recordedinthe siteorder bookand measurement recordedinMeasurement

Booksshallbefinalandbindingonthecontractor.

	Furtherifthecontractorfailstoappointasuitable technicalrepresentativeorresponsibleagentand ifsuchappointedpersonsare noteffectively presentordonotdischarge theirresponsibilities satisfactorily, theEngineer-in-Chargeshallhave fullpowersto suspend theexecutionofthe work untilsuchdateasasuitableagentisappointed andthecontractorshallbeheldresponsiblefor thedelay socausedtothework. Thecontractor shall submit acertificate of employment of the technical representative/ responsibleagentalong- withevery onaccountbill/finalbillandshall produceevidenceifat anytimesorequiredby the Engineer-in-Charge. ii)Thecontractor shall forproper supervision ofthework. The contractor shall execution of thework. The Engineer-in-Charge shall be	Furtherifthecontractorfailstoappointasuitable principaltechnicalrepresentativeand/or other technical representative(s) and if such appointedpersonsarenoteffectivelypresentor areabsentbymorethantwodayswithoutduly substitute ordonotdischarge theirresponsibilities satisfactorily,theEngineer-in-Charge shall havefull powersto suspendtheexecutionoftheworkuntil such date as a suitable other technical representative(s) is/are appointed and the contractorshall beheldresponsibleforthedelay so causedtothework. Thecontractorshallsubmita certificate of employment of the technical representative(s)along-withevery onaccountbill/ finalbilland shallproduceevidenceifatany time so required bythe Engineer-in-Charge. ii)Thecontractorshallforproper supervision ofthework. Thecontractorshallexecutionof thework. The Engineer-in-Charge shall be	
CLAUSE 37Levy/ Taxes Payableby Contractor i) SalesTaxoranyothertaxonmaterialsin respectofthiscontractshall bepayableby the contractor and Government shall not entertain anyclaimwhatsoever inthis respect. cess i contractaim respect thecondemal Engine beena ii) ii) Thecontractorshalldepositfromlocal authorities		i) Sales Tax/VAT (except Service Tax), Building and other Construction WorkersWelfareCessor anyothertaxor cess inrespect ofthiscontractshallbepayableby the contractorand BSNLshall not entertainany claimwhatsoever inthisrespect.However,in respectof ServiceTax,sameshallbe paidby thecontractortotheconcerneddepartment on demandandit willbereimbursedtohimby the Engineer-in-Chargeafter satisfying thatithas beenactuallyandgenuinely paidby the contractor. ii) Thecontractorshalldepositfrom local authorities.	
CLAUSE 38 Conditions for reimburse mentof Levy/ Taxes, if levied after receiptof tenders	iii) If pursuant to or under any law, as aforesaidfromdues ofthecontractor. i)Alltenderedratesshallbeinclusiveofalltaxes andleviespayable under respective statutes. However,pursuant to the constitution (46 th Amendment)Act,1982,ifanyfurthertaxorlevy isimposedbystatute,thelaststipulateddatefor thereceiptoftenderincludingextensions,ifany, andthecontractorthereupon necessarily and properlypayssuchtaxes/leviesthecontractor shallbereimbursed theamount sopaid,provided suchpayments,ifany,isnot,intheopinion ofthe SuperintendingEngineer(whose decisionshall be final and binding on the contractor)	i) Alltenderedratesshallbeinclusiveofall taxes andlevies (except ServiceTax) payable underrespective statutes. However, if any furthertaxorlevyorcessisimposedby statute, after the last stipulated date for the receipt of tenderincludingextensions, ifany, and the contractorthereuponnecessarilyandproperly pays such taxes/levies the contractor shall be reimbursedthe amountsopaid,providedsuch payments,ifany,isnot,intheopinion ofthe SuperintendingEngineer(whose decisionshallbe finalandbindingonthecontractor)attributableto	

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

- ii)Thecontractorshallkeepnecessarybooksof accountsandotherdocumentsforthe purposeof this conditionas maybe necessary shall allow inspectionofthe same byadulyauthorisedrepresentativeofthe Governmentand/orthe Engineer-in-Chargeandfurthershall furnish such otherinformation/documentasthe Engineer-in- Charge mayrequirefromtime to time.
- iii) Thecontractorshall,withinaperiodof
 30daysoftheimpositionofany suchfurthertax
 orlevy,pursuanttotheConstitution(Forty Sixth
 Amendment)Act1982,give a written notice
 thereoftotheEngineer-in-Chargethatthesame
 isgivenpursuanttothiscondition,togetherwith
 allnecessaryinformationrelating thereto

delayinexecution of workwithin the control of the contractor.

- ii) Thecontractorshallkeepnecessarybooks ofaccountsandotherdocumentsforthepurpose ofthisconditionas may benecessaryandshall allowinspectionofthesameby adulyauthorisedrepresentativeof**BSNL**and/or theEngineer-in- Charge and shall also furnish such other information/documentas the Engineer-in-Charge mayrequirefromtime to time.
- iii) Thecontractorshall,withinaperiodof30 daysoftheimpositionofany such**furthertaxor levy orcess,give**awrittennoticethereofto the Engineer-in-Charge that the same is given pursuantto thiscondition,togetherwithall necessaryinformationrelatingthereto.

Conditions	ofBSNLW-6	
Para6	Tender documents, during the hours specifiedaboveonpaymentof thefollowing:-	TenderdocumentsduringthehouRupeesspecified aboveonpaymentof following:-
	(i) Rupeesin cash as cost of tender(Nonrefundable)and	i. Rupeesplus SalesTax(asapplicable) ascost oftender (Non- refundable)incashor Demand Drafts / Pay Ordersof a Scheduled Bankdrawninfavourof AccountsOfficer,BSNL Civil Division
	(ii) EarnestmoneyofRupeesincash (uptoRupees.2500/-only)/ deposit atCall receiptofa scheduled bank/fixed deposit receipt of a scheduledbank/demanddraft ofascheduled bank issued in favourofWhenamountofearnestmoney ismorethanRupees. 5lakhs,partoftheearnestmoneyisacceptable in theformofBankGuaranteealso.Insuchcase, minimum 50%ofearnestmoney(butnotless thanRupees.5 lakh)orRupees.25lakh,whicheverisless, willhaveto bedepositedinthe shapeprescribed above.Forbalanceamount ofearnest money, bankguarantee will alsobeacceptable.	iii. Thetendershall beaccompaniedby Earnest moneyofincash(uptoRupees.2500/-only) /Banker's cheque/deposit at call receipt of a scheduled bank/fixed deposit receiptofa scheduled bank/Demanddraftof aScheduled Bankissuedin favourof AccountsOfficer,BSNLCivilDivision WhenamountofEarnestmoneyismore than Rupees. 5 lakhs, part of earnest money is acceptableinformofBankGuaranteealso.In such case,minimum50%ofearnest money (butnotless thanRupees. 5 Lakhs)orRupees. 25 lakh,whicheverisless, willhavetobedepositedinthe shapeprescribed above.For balanceamountofearnestmoney, bank guaranteewill alsobeacceptable.
	(iii)Thetendershall beaccompaniedby Earnest Money along with cost of tender, if not paid earlieras inthe case ofdownloadedtender from Websiteinthe formas detailed at subpara(ii) above.	To be deleted
	Note: Money duetocontractorinanyotherwork orearnestmoneyoftheprevious call ofthesame workshall not be adjusted towardsearnest money.	Note:Moneyduetocontractorinany otherworkor earnestmoneyofthepreviouscallofthesame notbeadjustedtowards earnestmoney. oftender"and,Earnestmoney" should submitted through otherworkor workshall The,Cost be separate

instruments.

Submission oftender 9.2Incasetenderdocumentispurchasedrom Div/Sub-div office		Divisionoffice		
ortendel	9.2.1:Proofforpayingthe costoftender documents,proof ofpaymentofEMDand copies ofdocumentsshowingeligibility credentialstobe placed in sealedenvelopeno.1	9.2.1 Earnest Money Deposit in required formatorproofofpaymentofEMD(ifpaid in cash)and copiesofdocuments showing eligibility credentialstobeplaced insealed envelope no.1		
	9.2.2 :Envelope no.2willbeas perPara9.1.2.	9.2.2 Envelope no.2 willbe as perPara9.1.2.		
	9.2.3:The sealedenvelopes1&2shallbe placed in another sealed envelopno3	9.2.3 Thesealedenvelopes1&2shallbeplaced in another sealed envelope no.3		
	9.2.4:same as 9.1.4	9.2.4 Same as 9.1.4		
	Note: In casethe eligibility credentials contract or existing law	Note: In casethe eligibility credentials contractorexisting law		
	9.3Thetenderinwhichrates/percentageareto bequotedshouldbeproperly boundandsealed. Loose/spiral bound submission(in case the tenderisdown loadedfromwebsite) shall be rejected out rightly.In case of any correction/addition/alteration/omission in tender documentvis-à-vistenderdocument available on websiteshallbe treated asnon-responsiveand shallbesummarilyrejected.	9.3Thetenderinwhichrates/percentagearetobe quotedshouldbeproperly bound andsealed(wax sealed/ adhesive tape sealed). Loose/spiral bound submission (in case the tender is downloadedfromwebsite)shallbe rejectedout rightly.In case ofanycorrection/addition/alteration/omission intenderdocument vis-à-vistender document availableon website shallbe treatedasnon-responsiveandshall be summarilyrejected.		
Schedule-	Referenceto GeneralConditionof contract:-	Referenceto GeneralConditionof contract:-		
Schedule-F	Name of work:	Referenceto GeneralConditionof contract:-		
	Name of work: Estimatedcostof work:- Rs(Rupees) Earnestmoney:Rs(Rupees) PerformanceGuarantee(5% of thetendered valuein form ofBank Guaranteefrom ScheduledBankin respectofworkswithestimatedcostputtotenderRupees6La khs) Rupees(Rupees) Securitydeposit (10% of thetenderedvalueforworkswithestimated cost puttotender upto 6 Lakhs):- Rupees(Rupees(Rupees)			
	Name of work:			

Definitions : 2 (v) Engineer—in—Charge 2 (viii) Accepting Authority	NOCHANGE
2 (x) Percentageoncostofmaterialand labour to coveralloverheadsand porfits 2 (xi) StandardScheduleof Rates 2 (xii) Department 9 (ii) StandardB.S.N.L. contractform Clause2 Authority for fixingcompensationunder clause2	Clause2NOCHANGE
Clause2A Whether Clause 2A shallbe applicable—Yes/NO	Clause2ANOCHANGE
Clause3A Doesnot exist	Clause3A WhetherClause3Ashallbe applicable—Yes/NO
Clause5 i) Time allowed for execution of workii)Authoritytogivefairandreasonableextensionof timeforcompletionof work	NOCHANGE
Clause6A Doesnot exist	Clause6A WhetherClause6Ashallbe applicable—Yes/NO Clause7
Clause7 Grossvalueofworkdonetogetherwithnetpayment /adjustmentofadvancesformaterialscollected,if any, sincethelastsuch paymentforbeing eligibletointerim payments	NOCHANGE
Clause11 Specificationstobe followed for executionof work—	Clause11NOCHANGE Clause12
Clause12	
12.1.2(iii)Scheduleofratesfor determiningratesfor additional,altered or substituted itemsthat cannot be determined under 12.1.2(i) and (ii).	DELETED
12.1.2 (iii)Plus/minusthe % over the rate enteredin theScheduleof Rates	12.2 &12.3 Limit for value of any itemofany individual tradebeyondwhich sub-clauses (i) to(v)
12.2 &12.3 Limit for value ofanyitemofany individual tradebeyondwhichsub- clauses (i)to(v) shallnotbe apply	shallnotbe apply
Clause16 Competents at the rity for deciding reduced rates	Clause16NOCHANGE
Competentauthority for decidingreduced rates	Clause25
Slave 25	DELETED
Clause25 CompetentAuthority for conciliation	

Clause36(i)

- (a) Minimum qualifications & Experience required for Principal Technical RepresentativeforCivilworkwith estimated cost puttotender.
- MorethanRupees.5LakhsbutlessthanRupees.10 LakhsforCivilworks--Recognizeddiploma Holder inCivilEngineering
- ii) Rupees.10lakhsandabovebutlessthanRupees.60 lakhs --GraduateCivilEngineerorRetired AE(Civil) possessingat leastRecognised Diplomain CivilEngineering.
- iii) Rupees60lakhsandabove--PrincipalTechnical Representative supported by requisite Principal organization. The Technical Representativeshall be atleastgraduateCivil Yearsofminimum Engineerwith..... experienceofworks orretiredExecutive Engineer(Civil)possessing atleastrecognized diplomainCivilEngineering.
- (b) Recoverytobeeffectedfromthecontractorin eventofnotfulfillingtheprovisionofClause 36(1)-Rupees.4000/-P.M.forgraduateEngineer &Rupees2000/-P.M. for Diploma holder.

Clause42

Schedule / statement for determining theoretical quantity of Cement------.

Clause36(i

General guidelinefor fixing requirement of technical staffand rate ofrecoveryincase of non-compliance, for a work, shallbe asperthefollowing table:

S.No	Minimumqualification ofTechnical Representative	Discipline	Designation (PrincipalTechnical/ Technical representative)	MinimumExperience	Number	Rateatwhich recovery shall bemadefromthecontractor in theevent ofnot fulfilling	provision ofclause36(i)
1	*	*	*	*	*	*	*
2	*	*	*	*	*	*	*

* TobefilledupbyNITapprovingauthorityasper latest provision of Appendix-18 of CPWD Works Manual.

Clause42	
NOCHANGE	

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

Clause	Present Provision in the	Modified Provision in the Clause
No.	Clause	
37(i)	Sales Tax/VAT (except Service	Sales Tax/VAT (including Service
	Tax), Building and other	Tax up to the extent mentioned in
	construction workers Welfare Cess	Schedule-F), Building and other
	or any other tax or cess in respect	construction workers Welfare Cess or
	of this contract shall be payable by	any other tax or cess in respect of this
	the contractor and BSNL shall not	contract shall be payable by the
	entertain any claim whatsoever in	contractor and BSNL shall not
	this respect. However, in respect of	entertain any claim whatsoever in this
	Service Tax, same shall be paid by	respect.
	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.	
38(i)	All tendered rates shall be inclusive	All tendered rates shall be inclusive of
	of all taxes and levies (except	all taxes and levies [including
	Service Tax) payable under	Service Tax up to the extent
Ì	respective statutes. However, if any	mentioned in Schedule-F under
	further tax or levy or cess is	Clause-37(i)], payable under
	imposed by statute, after the last	respective statutes. However, if any
	stipulated date for the receipt of	further tax or levy or cess is imposed
	tender including extensions, if any,	by statute, after the last stipulated
	and the contractor thereupon	date for the receipt of tender including
	necessarily and properly pays such	extensions, if any, and the contractor
	taxes/levies, the contractor shall be	thereupon necessarily and properly

reimbursed the amount so paid, provided such payments, if any, is not. in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

Modifications in Schedule-F"

Clause No.	Present Provision in the Clause	Modified Provision in the Clause		
Cluase- 37(i)	Extent Of Service Tax payable by Contractor for Building And Construction Works.	Extent of Service Tax payable by Contractor for 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.		

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

Clause No.	Present Provision	Proposed Provision
Clause 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 toforty five working days.
	All such interim payment detailed measurement thereof.	No Change.

APPENDIX- XV

Noticeforappointment of Arbitrator

[Refer Clause25]

To

TheChief Engineer BSNLCivil Zone
Dear Sir, Intermsof clause25 oftheagreement, particularsofwhich aregivenbelow,I/we herebygive noticeto youto appoint an arbitratorfor settlementofdisputesmentionedbelow: 1.Nameof applicant 2.Whether applicantisIndividual/Prop.Firm/PartnershipFirm/Ltd.Co. 3.Fulladdress of the applicant 4.Nameoftheworkandcontract number inwhich arbitration sought 5.NameoftheDivisionwhich enteredintocontract 6.Contractamountinthe work 7.Date ofcontract 8.Date ofcontract 9.Stipulateddateofcompletionofwork 10.Actualdate of completionofwork(if completed) 11.Totalnumber ofclaimsmade 12.Total amountclaimed 13.Dateofinimationoffinalbill(ifworkiscompleted) 14.Dateofpaymentoffinalbill(ifworkis completed) 15.Amountoffinalbill(ifworkis completed) 16.Dateofrequest madetoSE for decision 17.Dateofreceipt of SE"sdecision 18.Dateofreceipt ofyour decision.
Specimen signatures of theapplicant (onlythe person/authoritywhosignedthecontract should sign)
I/We certify that the information given above is true to the best of my/our knowledge. I/We enclosefollowing documents. 1.Statementofclaimswithamountof claims. 2. 3.
4. Yours faithfully,
Copy induplicate to: 1.TheExecutiveEngineer,Division.

	SCHEDULE OF QUANTITIES								
Name of the Work: Segregation of Roof Top Tower materials 9m/12m/18m/21m from available at MM stores, Shraddanadh Gunj, Nizamabad(Recall).									
SI. No									
1	Segregation/Sorting of Roof Top tower materials of 9.00m/12.00m/18.00m/21.00m in orderely manner as per bill of materials and as per Specifications from a lot of material of one tower and listing out the missing material, if any complete as directed by the Engineer in-Charge. (Payment under this item shall be made only once for each tower material) . a) 9.00m RTT	2.00	Job.		Each Job				
	(Rate in Words: Rupees								
	b) 12.00m RTT	1.00	Job.		Each Job				
	(Rate in Words: Rupees								
	c) 18.00m RTT	1.00	Job.		Each Job				
	(Rate in Words: Rupees								
	d) 21.00m RTT	2.00	Job.		Each Job				
	(Rate in Words: Rupees								
				Total Rs.					

CONTRACTOR

SUB-DIVISIONAL ENGINEER (C)