

**PROFORMA OF SCHEDULES**

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

**SCHEDULE 'A'**

Schedule of quantities. Enclosed (As per the Index )

**Page No 148 To 152**

**SCHEDULE 'B'**

Schedule of Materials to be issued to the Contractor.

**DELETED**

**SCHEDULE 'C'**

Tools and Plants to be hired by the Contractor.

**DELETED**

**SCHEDULE 'D'**

**As below**

**Page Nos.**

**(1) Correction Slip no 1 ,2,3,4,5 & 6 .**

**86 to 138**

**(2) Certificate regarding declaration of near relatives working in BSNL**

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**SCHEDULE 'E'**

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

**CLAUSE 10**

Component of Materials expressed as percent of Total Value of Work 'X' 75%

Component of Labour expressed as percent of Total Value of Work 'Y' 25%

Component of POL expressed as percent of Total Value of Work 'Z' 0

**SCHEDULE 'F'**

Reference to General Condition of Contract.

<b>Name of Work Construction of RCC Retaining wall at back side of 70M Microwave Tower at Kharshingsa(A.P).</b>	
<b>Estimated Cost of Work:</b>	<b>Rs. 11,65,525 (Rupees Eleven lakhs sixty five thousand five hundred twenty five only)</b>
<b>Earnest Money:</b>	<b>Rs. 23,311.00/- (Rupees Twenty three hundred eleven only)</b>
<b>Performance Guarantee:</b> (5% of The tender value in the form of Bank Guarantee from Scheduled Bank in respect of works with Estimated cost put to tender exceeding Rs. 15 lakhs.)	Rs. ....(Rupees.....)
<b>Security Deposit:</b> (10% of the tendered value for works with estimated cost put to tender up to Rs. 15 lakhs) (5% of the tendered value in the form of Bank Guarantee from Scheduled bank in respect of works	Rs. ....(Rupees.....)

with estimated cost put to tender exceeding Rs. 15 lakhs)	
<b>Officer Inviting Tender</b>	<b>Executive Engineer, BSNL Civil Division, Itanagar.</b>
<b>Maximum percentage</b> 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)
<b>Definitions:</b>	
2(v) Engineer-in-charge	<b>Executive Engineer, BSNL Civil Division, Itanagar.</b>
2(viii) Accepting Authority	<b>Superintending Engineer(Civil) BSNL NE II Civil Circle, Dimapur</b>
2(x) Percentage on cost of materials and labour to cover all overheads and profit	10%
2(xi) Standard Schedule of Rates	<b>CPWD DSR 2014 With up to date correction slips &amp; MR</b>
9(ii) Standard BSNL Contract Form	BSNL W-8 form as modified and corrected up to date.
<b>Clause 2</b>	
Authority for fixing compensation under Clause- 2.	<b>Superintending Engineer(Civil) BSNL NE II Civil Circle, Dimapur</b>
<b>Clause 2 A</b>	
Whether Clause 2 A shall be applicable.	No
<b>Clause 3A</b>	
Whether Clause 3A shall be applicable—Yes/NO--	Yes
<b>Clause 5</b>	
i) Time allowed for execution of work.	As per NIT
ii) Authority to give fair and reasonable extension of time for completion of work	<b>Superintending Engineer(Civil) BSNL NE II Civil Circle, Dimapur</b>
<b>Clause 6A</b>	
Whether Clause 6A shall be applicable- Yes/No	Yes
<b>Clause 7</b>	
Gross value of work to be done together with net payment / adjustment of advance for materials collected, if any, since the last such payment for being eligible to interim payment	Rs. 1 Lakhs (Rupees one Lakh).
<b>Clause 10</b>	
Reinforcement steel to be used in the work shall have to be procured as below:	
(a) CTD bars	Manufactured by main producers, TISCO, SAIL & RINL
(b) TMT bars	Manufactured by main producers, TISCO, SAIL & RINL
<b>Clause 11</b>	

Specification to be followed for execution of work:	CPWD Specifications 2009 Vol. I & II with up-to-date correction slips and manufacturers specification wherever applicable.. These Specifications can also be seen from the O/o Executive Engineer(C) BSNL Civil Division, Itanagar.
<b>Clause 12</b>	
<b>Clause 12.2 &amp; 12.3</b>	
Limit for value of any individual trade beyond which sub-clause (i) to (v) shall not be apply	50% (Fifty percent)
<b>Clause 16</b>	
Competent authority for deciding reduced rate.	<b>Superintending Engineer, BSNL NE II Civil Circle, Dimapur.</b>
Clause 25	
Competent authority for conciliation	<b>Superintending Engineer(C), BSNL Assam Civil Circle, Guwahati.</b>
<b>Clause 36(i)</b>	
Requirement of technical staff and rate of recovery in case of non-compliance, for a work.	As per following table.

S.No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience (Years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						figures	Words
1	Graduate Engineer	Civil	Principal Technical Representative	2	1	Rs.15,000/- Per Month	Rupees Fifteen Thousand per Month
	Or Diploma Engineer		5	1			

<b>Clause 37(i)</b>	
Extent of Service Tax payable by the contractor for Building And Construction Works.	The Tenderer shall Quote rate including GST and GST Cess on Goods and Services. Construction workers Welfare Cess 1% in their quoted rates or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.
<b>Clause 42</b>	
i) (a) Schedule/ statement for determining theoretical quantities of cement	CPWD Delhi Schedule of Rates 2014

ii) <b>Variation permissible on theoretical quantities</b>	
a) Cement for works with estimated costs put to tender	
i) Not more than Rs. 5.00 lakhs	3 % minus
ii) More than Rs. 5.00 lakhs	2 % minus
b) Steel reinforcement and structural steel sections for each diameter, section and category.	2 % minus

**Star Prices to be considered for Escalation & Recoveries.**

Sl.No.	Materials	Star price (Rate in Figure & Words)
1.	For Cement	Rs.8,100.00 (Rupees Eight Thousand one Hundred only) Per MT.
2(b) & 2(c)	For Reinforcement Steel conforming to BIS 1786:1985 (Fe 415 Grade)/TMT bars	Rs.59,540.00 (Rupees Fifty nine Thousand five Hundred fourty ) Per MT. (*)
2(d)	For Galvanized steel	---

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

S. No.	Clause or para	EXISTING	MODIFIED
1	1.2 (page No. 2 of tender document)	Tenders will below issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority.	<p>Tenders will below issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority.</p> <p>1.2.1 Criteria of eligibility for issue of leader documents for non BSNL registered contractors 01 Public Works Organization like C.P.W.D. State PWD (B&amp;R), DOP, MES, &amp; Railways only.</p> <p>1.2.1.1 for works up to Rs. 5 Lakhs Nil.</p> <p>1.2.1.2 For works about Rs. 5 Lakhs and up to Rs. 2.5 Cr. And all specialized works irrespective of its cost, the applicant should have completed works as per details below during the last seven years ending last day of the month previous to the one in which the tenders are invited.</p> <p>a) Three similar completed works costing not less than the amount equal to 40% of estimated cost or b) Two similar completed works costing not less than the amount equal to 50% of estimated cost or c) One similar completed works costing not less than the amount equal to 80% of estimated cost</p> <p>For the purpose of this clause 'similar works' means the work of .....</p>
2.	3.0 page No. 2)	The time allowed for carrying out the work will be _____ from the _____ day after the date of <b>written order to commence the work</b> , or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.	The time allowed for carrying out the work will _____ be _____ from the _____ day after the date of <b>issue of letter of award of work</b> , or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
3.	Para 5 (iii) (Page No. 2)	In case..... last date of receipt of application as at Para 5.0(i) above.	<b>To be deleted.</b>
4.	<b>Para 5(iv)</b> (page no 2 )	The list of Eligible Tenderers ..... Shall be permitted to quote Rates.	<b>To be deleted.</b>

5.	<p><b>Para 6 Mode of submission of EMD</b> (page no 2-3)</p>	<p>6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL website www:_____ or be seen in the office of the _____ between _____ hours. &amp; 16.00 hours from _____ to _____ everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of the following:</p> <p>(i) _____ Rs _____ in cash as cost of tender and</p> <p>(ii) Earnest money of Rs. _____ in cash (upto Rs.2500/-only)/ deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of _____</p> <p>(iii) The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from Website in the form as detailed at sub para ii) above.</p>	<p>6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL website www:_____ or be seen in the office of the _____ between 11.00 hours. &amp; 16.00 hours from _____ to _____ everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of the following:</p> <p>(i) Rs . _____ in cash as cost of tender (<b>Non refundable</b>) and</p> <p>(ii) Earnest money of Rs. _____ in cash (up to Rs.2500/-only)/ Banker's cheque/ deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of _____. <b>When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.</b></p> <p>iii) The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from Website in the form as detailed at sub para ii) above.</p> <p><b>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.</b></p>
6.	<p><b>Para 7.0</b> Opening of Tender (page no 3 )</p>	<p>Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be received by the _____ up to 15.00 Hrs. on _____ and will be opened by him or his authorized representative in his office on the same day at 15.30 Hrs. The envelope containing the Earnest Money along with the cost of the tender as applicable in case of down loaded tender documents shall be opened first. The Tenders of tenderer, who</p>	<p>Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be received _____ by _____ the _____ up to 15.00 Hrs. on _____ and will be opened by him or his authorized representative in his office on the same day at 15.30 Hrs. <b>After opening the main envelope 3,</b></p>

		do not deposit the Earnest Money along with cost of tender, shall not be opened.	<b><i>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.</i></b>
7.	<b>Para 9 From three envelope system to four envelope system (page no 3 )</b>	<p>9.0 Submission of tender :-</p> <p>9.1 The “Tender” and “Earnest money” shall be placed in separate sealed envelopes marked “Tender” and “Earnest money” respectively.</p> <p>9.1.1 In case the tender document is down loaded form BSNL website, the “Tender” and “Earnest money plus cost of tender shall be placed in a separate sealed envelopes marked “Tender” and “Earnest money plus cost of tender” respectively.</p> <p>9.2 The “Tender” sealed envelope and “Earnest money or Earnest money plus cost of tender” sealed envelope shall be placed in another sealed envelope with following data written on it.</p> <p>(i)Name of work (ii)Name of tenderer (iii)Last date of receipt of tender</p>	<p>9.0 Submission of tender Tender shall be submitted in following manner:</p> <p>9.1 In case the tender document is down loaded form BSNL website</p> <p>9.1.1 “Earnest money plus cost of Tender and eligibility credentials “ shall be placed in sealed envelope-1. marked “Earnest money plus cost of Tender and eligibility credentials”.</p> <p>9.1.2 The “Tender” shall be placed in sealed envelope-2 and will be superscripted as “Tender”</p> <p>9.1.3 The sealed envelope no. 1,&amp;2 as above containing “Earnest money plus cost of Tender, Eligibility Credentials”, and the “Tender” shall be placed in another sealed envelope -3.</p> <p>9.1.4 All the three envelopes shall be superscripted with following data on it. (i) Name of work (ii) Name of tenderer (iii) Last date of receipt of tender</p> <p>9.2 In case tender document is purchased from Div/Sub-div office</p> <p>9.2.1: Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no.1</p>
		9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.	<p>9.2.2 :Envelope no. 2 will be as per Para 9.1.2.</p> <p>9.2.3: The sealed envelopes1&amp;2 shall be placed in another sealed envelop no3</p> <p>9.2.4 :same as 9.1.4</p> <p>Note: In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion</p>

			<p>of the work, the contractor will be debarred from tendering in BSNL for <b>three</b> years including any other action under the contract or existing law.</p> <p>9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.</p>
8.	<b>Para 17 of BSNL W-6</b> (page no 4-5)	<p>In case of works having estimated cost below Rs. 6,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the performa annexed to the tender document, within 15 days of the issue of letter of acceptance by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled. In case of works of estimated to cost Rs.6,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.</p>	<p>In case of works having estimated cost below Rs. 6,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the performa annexed to the tender document, within 15 days of the issue of letter of <b>award</b> by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled.</p> <p>In case of works of estimated to cost Rs.6,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish <b>Performance Guarantee @ 5% of the tendered value in the form of</b> irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.</p>
9.	<b>Para 18 of BSNL W-6</b> (page no 5 )	<p>This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of intent shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter for commencement of work shall be issued. The contract shall be deemed to have come into effect on issue of communication of acceptance of the tender. On such communication of acceptance, the successful Tenderer/Contractor shall, within 15 days from such date, formally sign the agreement consisting of:</p> <p>a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.</p>	<p>This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the <b>letter of acceptance</b> shall be issued first in favour of the successful Tenderer/ Contractor. After submission of the performance guarantee, the <b>letter of award</b> shall be issued. The contract shall be deemed to have come into effect on issue of <b>letter of acceptance</b> of the tender. On <b>issue of letter of award</b>, the successful Tenderer/ Contractor shall, within <b>30</b> days from such date, formally sign the agreement consisting of:</p> <p>a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings,</p>



		b) Standard BSNL W-7/8 as on website c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.	if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. b) Standard BSNL W-7/8 as on website c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
10.	BSNL W-6 (page no 5)	<i>Signature of Divisional Officer/ Sub-Divisional Officer.</i> For and on behalf of Bharat Sanchar Nigam Limited.	<i>Signature and Name of Divisional Officer/ Sub-Divisional Officer.</i> For and on behalf of Bharat Sanchar Nigam Limited
11.	<b>Para 3 under sub head TENDER of BSNL W-7/8</b> (page no 6)	<b>We</b> agree to keep the tender open for_____days from the due date of submission thereof and not to make any modifications in its terms and conditions. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or,..... .	<b>I/We</b> agree to keep the tender open for_____days from the due date of submission thereof and not to make any modifications in its terms and conditions. If <b>I/we withdraw my/ our</b> tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, ..... .
12.	Para 4 under sub head TENDER of BSNL W-7/8 (page no 6-7)	A sum of Rs.....(Rupees .....only) has been deposited in Cash ( upto Rs. 2500/-)/ Demand draft/ Bankers Cheque/ Deposit at Call Receipt of a Scheduled Bank as earnest money.....	A sum of Rs.....(Rupees .....only) has been deposited in prescribed manner as earnest money.....
13.	Court Jurisdiction Sub Head Tender of BSNL W-7/8 (page no 7 )	Does not Exist	"I/we agree that this contract is subject to jurisdiction of Court at ----- -- only." (Where the NIT/Tender has been issued)
14.	BSNL W-7/8 (page no 7 of tender document)	For & on behalf of the Bharat Sanchar Nigam Limited. Signature_____ Dated Designation	For & on behalf of the Bharat Sanchar Nigam Limited. Signature_____ Dated <b>Name and</b> Designation D Designation
15.	Para 1 : General Rules and Direction (Page-8 of tender Document)	All work proposed for execution by contracts will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in News papers as the case may be	All work proposed for execution by contracts will be notified in a form of invitation to tender duly signed by the officer inviting tender will be displayed on the notice board /pasted in public places or by publication in News papers as the case may be and shall also be on the BSNL website_____.
16.	Para 4 of General Rules and Direction (page no 8)	..... . No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. ....	... . No single envelope shall include tender for more than one work, but contractors who wish to tender for two or more works shall submit separate envelope for each. ....
17.	Para 10 (last line) of General Rules and Directions (page no 9 )	"In case of item .....not the amount."	"In case of item .....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).
18	Rule 14	The contractor .....for this purpose	To be deleted

	of General Rules and Directions (page no 10-11)		
19.	Conditions of Contract Para 2(v) (Page no 12)	The Engineer-in-Charge means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' hereunder.	The Engineer-in-Charge means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the agreement on behalf of the Bharat Sanchar Nigam Limited as mentioned in Schedule 'F' hereunder.
20	Clause-2(A) (Incentive clause) (page no 17)	In case the contractor completes the work ahead of the schedule completion time a bonus @1 % (one percent) per month computed on per day basis shall be payable to the contractor subject to a maximum limit of 5%(five percent) of the tendered value in respect of work costing Rupees ten lakhs and above. The amount of bonus if payable shall be paid along with final bill after completion of work. Decision of the Superintending Engineer as to the quantum of bonus payable to the contractor shall be final and binding on the contractor. Provided always that provision of the Clause 2A shall be applicable only when so provided in "Schedule F"	In case the contractor completes the work ahead of the schedule completion time a bonus @1 %(one percent) per month computed on per day basis shall be payable to the contractor subject to a maximum limit of 5%(five percent) of the tendered value in respect of work costing Rupees ten lakhs and above. Payment of bonus under this clause-2A shall be applicable only in case the work is completed within the stipulated period as notified in the tender document under all circumstances i.e. incentive will not be payable in case actual date of completion is beyond the stipulated date of completion even if the Extension of time is granted by the competent authority without levy of compensation. The amount of bonus if payable shall be paid along with final bill after completion of work. Decision of the Chief Engineer as to the quantum of bonus payable to the contractor shall be final and binding on the contractor. Provided always that provision of the Clause 2A shall be applicable only when so provided in "Schedule F".
21	Clause-10C	If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 12(Twelve) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - ----- ----- ----- (iv)The compensation for escalation for Cement,	If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour,

	<p>Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below:  (a) Adjustment for component of Cement  <math>V_c = Q_c * SP_c * (CI - C_{lo}) / C_{lo}</math>  Vc Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered  Qc Quantity of Cement consumed, based on theoretical consumption, <b>or actual quantity consumed whichever is less during the quarter</b>  <b>SPc</b> Star price of Cement as mentioned in Schedule F.  <b>CI</b> : All India wholesale index for Cement for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce  <b>Clo</b> : All India wholesale index for Cement as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce, as valid on the last for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.  <b>(b) Adjustment for component of Reinforcement Steel</b>  <math>V_s = Q_s * SP_s * (SI - S_{lo}) / S_{lo}</math>  Vs: Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered  Qs Quantity of Reinforcement Steel consumed, based on theoretical consumption, <b>or actual quantity consumed whichever is less</b> during the Quarter.  <b>SPs</b> Star price of Reinforcement Steel as mentioned in Schedule F.  <b>SI</b> : All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce, New Delhi.  <b>Slo</b> : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.  <b>c) Adjustment for component of Other Materials</b>  <math>VM = (W * X / 100 - Q_c * SP_c - Q_s * SP_s) * (MI - M_{io}) / M_{io}</math>  <b>VM</b> Variation in other material cost i.e. increase or decrease in the amount in rupees to be paid or recovered  <b>W</b> Cost of work done worked out as indicated in sub-para ii) above.  <b>X</b> Component of materials expressed as per cent of the total value of work as indicated in schedule F.  <b>MI</b>: All India wholesale index for All Commodities for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce.  <b>Mio</b>: All India wholesale index for All Commodities as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce as valid</p>	<p>when due, shall be worked out based on the following provisions: -  -----  -----  -----  iv)The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below:  a)Adjustment for component of Cement  <math>V_c = Q_c * SP_c * (CI - C_{lo}) / C_{lo}</math>  Vc Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered  Qc Quantity of Cement consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the quarter  <b>SPc</b> Star price of Cement as mentioned in Schedule F.  <b>CI</b> : All India wholesale index for Cement for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce.  ( In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, which ever is less, shall be considered.)  <b>Clo</b> : All India wholesale index for Cement as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce, as valid on the last for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.  b)Adjustment for component of Reinforcement Steel  <math>V_s = Q_s * SP_s * (SI - S_{lo}) / S_{lo}</math>  Vs Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered  Qs Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter.  <b>SPs</b> Star price of Reinforcement Steel as mentioned in Schedule F.  <b>SI</b> : All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p>
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	<p>on the last stipulated date of receipt of tender including extension if any.</p> <p><b>d)Adjustment for component of P.O.L.</b>  <b>VF = W * (Z / 100) * (FI-Flo) / Flo</b>  <b>VF</b> Variation in cost of fuel, power, light and lubricants, increase or decrease in rupees to be paid or recovered.  <b>W</b> Value of work done, worked out as indicated in sub-para ii) above.  vi) The compensation for escalation for labour shall be worked out as per the formula given below :-</p> <p><b>VL =W * (Y/100 *(LI-Lio) / Lio</b>  <b>VL</b> Variation in labour cost i.e amounts of increase or decreases in rupees to be paid or recovered.  <b>W</b> Value of work done, worked out as indicated in sub para ii) above.  <b>Y</b> Component of labour expressed as a percentage of the total value of the work as indicated in schedule F...  <b>Lio</b> Minimum daily wage in rupees of unskilled adult male mazdoor, fixed under any law statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.  <b>LI</b> Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.  vii) The following principles will be followed while working out the compensation as per sub-para (vi) above.</p> <p>a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and period of reckoning.</p> <p>b) The escalation for labour also shall be paid at the same wuarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause. If such revision of minimum wages takes place during any such quarterly</p> <p><b>Z</b> Component of fuel, power, light and lubricants expressed as per cent of total value of work as indicated in schedule F.  <b>FI:</b> All India wholesale index for fuel, power, light and lubricants for the period under consideration as published weekly by the Economic Adviser to Government of India, Ministry of Industry, New Delhi.  <b>Flo</b> All India wholesale index for fuel, power, light and lubricants as published weekly by the Economic Adviser to Government of India, Ministry of Industry, New Delhi, valid on the last stipulated date of receipt of tender including extension if any.  v) The following principles shall be followed while working out the indices mentioned in para (iv) above.  a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of works done as per bills paid during the</p>	<p>i)Index for the month when the last consignment of steel reinforcement for the work is procured or  ii)Index for the month in which half of the stipulated contract period is over  iii)Index for the period under consideration.  For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.  Slo : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>c)Adjustment for component of Other Materials</b>  <b>VM = (W * X /100 – Qc*SPc – Qs * SPs) * (MI-Mio) / Mio</b>  <b>VM</b> Variation in other material cost i.e. increase or decrease in the amount in rupees to be paid or recovered  <b>W</b> Cost of work done worked out as indicated in sub-para ii) above.  <b>X</b> Component of materials expressed as per cent of the total value of work as indicated in schedule F.  <b>MI:</b> All India wholesale index for All Commodities for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce.  <i>( In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, which ever is less, shall be considered.)</i>  <b>Mio:</b> All India wholesale index for All Commodities as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>d)Adjustment for component of P.O.L.</b>  <b>VF = W * (Z / 100) * (FI-Flo) / Flo</b>  <b>VF</b> Variation in cost of fuel, power, light and lubricants, increase or decrease in rupees to be paid or recovered.</p>
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	<p>three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.</p> <p>b) The index (SI/CI/MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such instalment of payment, is less than three months, the index SI/CI/MI and FI shall be the average of the indices for the months falling within that period.</p>	<p><b>W</b> Value of work done, worked out as indicated in sub-para ii) above.</p> <p><b>Z</b> Component of fuel, power, light and lubricants expressed as per cent of total value of work as indicated in schedule F.</p> <p><b>FI:</b> All India wholesale index for</p> <p><b>W</b> Value of work done, worked out as indicated in Sub-para ii) above.</p> <p><b>Y</b> Component of labour expressed as a percentage of the total value of the work as indicated in Schedule F.</p> <p><b>L10</b> Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule of order as on the last stipulated date of receipt of tender including extension, if any.</p> <p><b>L1</b> Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.</p> <p><b>( In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing on the last date of quarter previous to the quarter pertaining to the stipulated date of completion or the index prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered).</b></p> <p>vii) The following principles will be followed while working out the compensation as a per sub-para (vi) above.</p> <p>a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and period of reckoning.</p> <p>b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at the revised rates only for work done in subsequent quarters.</p> <p>c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rates for an unskilled adult male mazdoor along shall form the basis for working out the escalation</p>
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			<p>compensation  fuel, power, light and lubricants for the period under consideration as published weekly by the Economic Adviser to Government of India, Ministry of Industry, New Delhi.</p> <p><b>( In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, which ever is less, shall be considered.)</b></p> <p><b>Flo</b> All India wholesale index for fuel, power, light and lubricants as published weekly by the Economic Adviser to Government of India, Ministry of Industry, New Delhi, valid on the last stipulated date of receipt of tender including extension if any.</p> <p>v) The following principles shall be followed while working out the indices mentioned in para (iv) above.</p> <p>a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of works done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.</p> <p>b) The index (SI/CI/MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such instalment of payment, is less than three months, the index SI/CI/MI and FI shall be the average of the indices for the months falling within that period.</p> <p>vi) The compensation for escalation for labour shall be worked out as per the formula given below:-  <b>VL=W * (Y/100) * (LI-Llo) / Llo</b>  <b>VL</b> Variation in labour cost i.e. amounts of increase or decreases in rupees to be paid or recovered.</p>
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		<p>Intervals the escalation compensation shall be payable at the revised rates only for work done in subsequent quarters.</p> <p>c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause the variations in the rates for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.</p> <p>viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s. There shall be a downward adjustment of the cost of work so that such price f materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this clause 10 © shall mutatis mutandis apply, provided that :-</p> <p>a) No such adjustment for decrease in the price of Cement Reinforcement Steel, other materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of work is twelve months or less.</p> <p>b) The Engineer-In-Charge shall otherwise be entitled to lay down the procedure by which the provisions of this sub-clause shall be implemented from time to time and the decision of the Engineer in-Charge in this behalf shall be final and binding on the contractor.</p>	<p>payable on the labour component.</p> <p>viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s. There shall be a downward adjustment of the cost of work so that such price f materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this clause 10 © shall mutatis mutandis apply, provided that :-</p> <p>a) No such adjustment for decrease in the price of Cement Reinforcement Steel, other materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of work is eighteen months or less.</p> <p>b) The Engineer-In-Charge shall otherwise be entitled to lay down the procedure by which the provisions of this sub-clause shall be implemented from time to time and the decision of the Engineer in-Charge in this behalf shall be final and binding on the contractor.</p> <p>Provided always that the provisions of the clause 10CA and 10D shall not be applicable for contracts where provisions of this clause are applicable but in case where provisions of clause 10CA &amp; 10D will became applicable.</p>
22	Clause 10CA	Does not exist	<p>If after submission of the tender, the price of cement and/or reinforcement steel parts not being materials supplied from the Engineer-in-Charge's stores in accordance with clauses 10 thereof increases beyond the price prevailing at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, then the amount of contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under clause-5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less.</p> <p>If after submission of the tender, the prices of cement and/or reinforcement steel bars (not being the materials supplied from the Engineer In Charge's stores in accordance with clauses 10 thereof) decreased, BSNL shall in respect of those materials incorporated in the works (not being the materials supplied from the Engineer In</p>

Charge's stores in accordance with clauses 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of cement and/or reinforcement steel bars as prevailed at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, and the price of these materials on the coming into force of such star price of cement and./or reinforcement steel bars issued by CE (C) of concerned zone.

The increase/decrease in prices shall be determined by the all India Wholesale prices indices for cement and (steel (bars and rods) as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and star price for cement and/or steel reinforcement bars as issued under authority of concerned CE(C) as valid on the last stipulated date of receipt of tender including extension if any and for the period under consideration. The amount of contract shall accordingly be varied for cement and/or Reinforcement steel and shall be worked out as per the formula given below:-

a) **Adjustment for component of cement**

$$V_c = Q_c + SP_c + (CI - C_{10})/C_{10}$$

**V<sub>c</sub>** : Variation in cement cost i.e. increased of decrease in the amount in rupees to be paid or recovered.

**Q<sub>c</sub>** : Quantity of Cement used in the work since previous bill.

**SP<sub>c</sub>** : Star price of cement as mentioned in Schedule F.

**CI** : Same as in clause 10(C).

**C<sub>10</sub>** : All India whole sale index for cement as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, as valid on the last stipulated date of receipt of tender including extension if any.

b) **Adjustment for component of Reinforcement Steel.**

$$V_s = Q_s + SP_s + (CI - C_{10})/C_{10}$$

**V<sub>s</sub>** : Variation in Reinforcement Steel cost i.e. increased of decrease in the amount in rupees to be paid or recovered.

**Q<sub>s</sub>** : Quantity of Reinforcement Steel paid weather by way of secured advance or used in the work since previous bill (which ever is earlier).

**SP<sub>s</sub>** : Star price of Reinforcement Steel as mentioned in Schedule F.

**SI** : Same as in clause 10(C).

**S<sub>10</sub>** : All India whole sale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, as valid on the last stipulated date of receipt of



			tender including extension if any.
22 A	Clause 10D	In respect of contracts with stipulated time period of completion being less than 12(Twelve) months, if after submission of the tender .....	In respect of contracts with stipulated time period of completion being less than 18 (Eighteen) months, if after submission of the tender .....
23	Para 2 of proforma of agreement (Page-97)	Does not exist.	“The Contract is subject to the jurisdiction of Court at _____ only (where the NIT / Tender have been issued.

#### ANNEXURE – A

##### Amendments in instructions / Guidelines :

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

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

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

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

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

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

## GENERAL RULES AND DIRECTIONS

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

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

**Correction Slip No. 2**

S.No.	Clause or Para	Existing	Modified
1.	Clause-10	The contractor shall submit every month statement of cement, reinforcement steel and PVC Pipes procured, consumed and balance at site.....	The contractor shall submit every month statement of cement, reinforcement steel, galvanized steel and PVC Pipes procured, consumed and balance at site.....
2.	Clause-10C	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clause 10 &amp; 34 thereof) .....Completion is 18 (Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-</p> <p>a) Adjustment for component of cement.....</p> <p>b) Adjustment for component of Reinforcement steel.....</p> <p><b>No provision for escalation for tower material</b></p> <p>c) Adjustment for component of other materials</p> $VM=(W* X/100-Qc*SPc-Qs*SPs)*(MI-MIo)/MIo$ <p><b>VM</b> Variation in other material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>W</b> Cost of work done worked out as indicted in sub-para ii) above</p> <p><b>X</b> Component of materials expressed as per cent of the total value of work as indicated in schedule F</p> <p><b>MI</b> All India wholesale index for all Commodities for the period under consideration as published by the Economic adviser to Government of India , Ministry of Industry and commerce.</p> <p><b>MIo</b>: All India wholesale index for all Commodities as published by the Economic adviser to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tender including extension if any.</p>	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 &amp; 34 thereof).....</p> <p>Completion is <b>18 (Eighteen)</b> months or less. Such compensation for escalation in the prices of materials and labour, when due shall be worked out based on the following provisions:-</p> <p>a) Adjustment for component of Cement.....</p> <p>b) Adjustment for component of Reinforcement steel.....</p> <p><b>c) Adjustment for the component of Galvanized Steel</b></p> $Vt = Qt * SPt * \{0.85[ (TI-TIo)/TIo]+0.15[(ZI - ZIo)/ ZIo]\}$ <p><b>Vt</b>; Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>Qt</b> : Quantity of Galvanized steel brought at site or used in works since previous bill (whichever is earlier)</p> <p><b>SPt</b> : Star price of Galvanized steel as mentioned in Schedule-F (to be fixed by concerned CE(C).</p> <p><b>TI</b> : All India wholesale index for Tower steel materials (angles, channels &amp; Sections) for the period under consideration as published by the Economic adviser to Government of India, Ministry of Industry and Commerce.</p> <p>However, the price Index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of Galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contact period is over.</p> <p>iii) Index for the period under the consideration.</p> <p>For the period extended under the provision of clause-5</p>

			<p>of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion will apply.</p> <p><b>TIo:</b> All India wholesale index for Tower steel materials (Angles, channels &amp; sections) as published by the Economic adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>ZI :</b> All India wholesale index for Zinc for the period under consideration as published by the Economic adviser to Government of India, Ministry of Industry and commerce.</p> <p>However, the price index shall be minimum of the following:</p> <ul style="list-style-type: none"> <li>i) Index for the month when the last consignment of Galvanized steel for the work is procured or</li> <li>ii) Index for the month in which half of the stipulated contract period is over.</li> <li>iii) Index for the period under consideration.</li> </ul> <p>For the period extended under the provision of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply</p> <p><b>ZIo:</b> All India wholesale Index for Zinc as published by the Economic adviser to Government of India, Ministry of Industry and commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>d) Adjustment for component of other materials</p> $VM = (W * X/100 - Qc * SPc - Qs * SPs - Qt * SPt) * (MI - MIo) / MIo$ <p><b>VM :</b> Variation in other material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>W:</b> Cost of work done worked out as indicated in sub-para ii) above.</p> <p><b>X :</b> Component of materials expressed as per cent of the total value of work as indicated in schedule F</p> <p><b>MI:</b> All India wholesale index for All commodities for the period under consideration as published by the Economic Adviser to Government of India , Ministry of Industry and Commerce.</p> <p><b>MIo:</b> All India wholesale index for All Commodities as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce as valid</p>
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		<p>d) Adjustment for component of P.O.L.....</p> <p>viii) a) No such adjustment for decrease in the price of Cement, Reinforcement Steel, Other materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of work s eighteen months or less.</p> <p>b) The Engineer-in-charge..... On the contractor.</p> <p>Provided always.....applicable.</p>	<p>on the last stipulated date of receipt of tender including extension if any.</p> <p>e) Adjustment for component of P.O.L.....</p> <p>(viii) a) No such adjustment for decrease in the price of Cement, Reinforcement steel, Galvanized steel Other Materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of work is eighteen months or less.</p> <p>b) The Engineer-in-charge..... on the contractor.</p> <p>Provided always..... applicable</p>
3.	Clause-10CA	<p>If after submission of the tender, the price of cement and/or reinforcement steel bars (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) increase(s) beyond the price(s)prevailing at the time of the last stipulated date of receipt of tenders (including extension, if any) for the work, then the amount of the contract shall accordingly be varied and providing further that any such variation shall be effected for stipulated period of contract including the justified period extended under clause -5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less.</p> <p>If after submission of the tender, the prices of cement and/or reinforcement steel bars (not being materials supplied from the</p>	<p>If after submission of the tender, the price of cement and/or reinforcement steel bars and/or galvanized steel (not being materials supplied from the Engineer-in-charge's stores in accordance with Clauses 10 thereof) increase(s)/decreases beyond the price (s) prevailing at the time of the last stipulated date of receipt of tenders (including extension, if any) for the work. Then the amount of the contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under the provisions of clause-5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) &amp; (c) of this clause shall be payable/recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.</p> <p>The increase/decrease in prices shall be determined by the all India Wholesale Price indices for cement, Steel (bars and rods) and galvanized steel (angles, channels &amp;Section etc.) as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and star price for cement and/or steel reinforcement bars and/or Galvanized steel as issued under authority of concerned CE(C) as valid on the last</p>

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

#### 3.2: Steel

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

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

**ANNEXURE –A**

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

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

Clause – 42

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

I) Work out the average prevailing market rate of steel from three main producers SAL, TISCO & RINL. for each at the following sections:

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

**Correction Slip no. 3**

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

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

**ANNEXURE-A**

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

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

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

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

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



<p><b>CLAUSE 6A Computerized Measurement Book</b></p>	<p>Does not exist</p>	<p><b>Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.</b></p> <p><b>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.</b></p> <p><b>All such measurement and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.</b></p> <p><b>Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes may be done during</b></p>
		<p><b>these checked/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.</b></p> <p><b>The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division</b></p>

		<p><b>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.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.</b></p> <p><b>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 thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and /or test checking measurements without such notice having been given or the Engineer-in- Charge’ consent being obtained in writing the same shall be uncovered at the Contractor’s expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.</b></p> <p><b>Engineer-in-Charge or his authorized representative may cause either themselves or</b></p>
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<p><b>CLAUSE 10 B i) Secured Advance on Non-perishable Materials</b></p>	<p>The contractor on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work, up to 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.</p> <p>Such secured advance ..... glass, sand, petrol, diesel etc.</p>	<p>The contractor on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work, <b>up to 90%</b> of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.</p> <p>Such secured advance ..... glass, sand, petrol, diesel etc.</p>
<p><b>CLAUSE 10 C : (Payment due to increase/decrease in prices/wages after receipt of tender for the work)</b></p>	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 &amp; 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is <b>18(Eighteen)</b> months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: -</p>	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 &amp; 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is <b>18(Eighteen)</b> months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: -</p>

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

<p><b>Reinforcement Steel</b></p> <p><math>V_s = Q_s * S_Ps * (SI-SIo) / SIo</math></p> <p><b>Vs:</b> Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p><b>Qs :</b> Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)</p> <p><b>SPs</b> Star price of Reinforcement Steel as mentioned in Schedule F.</p> <p><b>SI=</b> All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of steel reinforcement for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p><b>SIo :</b> All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and as valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>c) Adjustment for component of Galvanized Steel</b></p> <p><math>V_t = Q_t * S_Pt * \{0.85[(TI-TIo)/TIo ] + 0.15[(ZI-ZIo)/ZIo]\}</math></p> <p><b>Vt</b> = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>Qt</b> = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p><b>SPt</b> = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)].</p>	<p><math>V_s = Q_s * S_Ps * (SI-SIo) / SIo</math></p> <p><b>Vs:</b> Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p><b>Qs :</b> Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)</p> <p><b>SPs</b> Star price of Reinforcement Steel as mentioned in Schedule F.</p> <p><b>SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</b></p> <p><b>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</b></p> <p><b>SIo :</b> All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and as valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>c) Adjustment for component of Galvanized Steel</b></p> <p><math>V_t = Q_t * S_Pt * \{0.85[(TI-TIo)/TIo ] + 0.15[(ZI-ZIo)/ZIo]\}</math></p> <p><b>Vt</b> = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>Qt</b> = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p><b>SPt</b> = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)].</p> <p><b>TI = All India wholesale index for Bars and Rods (Steel) for the period under consideration as</b></p>
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	<p><b>TI</b> = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p><b>TIo</b> = All India wholesale index for Tower steel material (Angles, channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>ZI</b> = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration. For the period extended under the provisions of clause-5 of the contract without any action under clause-2, the same principle as for the period within stipulated period of completion, will apply.</p> <p><b>ZIo</b> = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p>	<p><b>published by the Economic Adviser to Government of India, Ministry of Industry and Commerce</b></p> <p><b>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</b></p> <p><b>TIo</b> = All India wholesale index for Tower steel material (Angles, channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>ZI = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce</b></p> <p><b>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</b></p> <p><b>ZIo</b> = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p>
<p><b>CLAUSE 12: (Deviations,</b></p>	<p><b>12.1</b> The Engineer-in-Charge shall have power ..... except as hereafter provided.</p>	<p><b>12.1</b> The Engineer-in-Charge shall have power ..... except as hereafter provided.</p>



<p><b>Variations Extent and Pricing)</b></p>	<p><b>12.1.1</b> The time ..... requested by the contractor, as follows:</p> <p>(i) In the proportion .....l tendered value(+) plus</p> <p>(ii) 25% of the time .....t authority under Clause-5.</p> <p><b>12.1.2</b> Rates for such altered, additional or substituted work shall be determined by the Engineer-in-Charge as follows:</p> <p>i) If the rate for altered, additional or substituted item of work is specified in the schedule of quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rates for the same item of work in the other schedules of quantities.</p> <p>ii) If the rate for any altered, additional, or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tender where two or more schedule of quantities form part of the contract the rate shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar item in other schedule of quantities. The rate of such item shall be worked out on the basis of rate of similar item plus the difference in rate of the original item and the substituted item at the rate entered in Schedule of Rates mentioned in Schedule 'F' plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded. iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) to (ii) above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed and the Engineer-in-Charge shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform, the Engineer-in-Charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such items shall be determined by the Engineer-in-</p>	<p><b>12.1.1</b> The time ..... requested by the contractor, as follows:</p> <p>(i) In the proportion .....l tendered value(+) plus</p> <p>(ii) 25% of the time .....t authority under Clause-5.</p> <p style="text-align: center;"><b>To be deleted</b></p>
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<p>Charge on the basis of market rate(s) prevailing during the fortnight following the date of the order plus ten per cent for profit and overhead.</p> <p><b>12.2</b> In the case of contract items, substituted items, contract cum substituted items or additional items which individually exceeds the deviation limits laid down in Schedule 'F' the contractor shall within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limit provided that if the rate so claimed are in excess of the rates specified in the Schedule of Quantities of those derived in accordance with the provisions of sub-para (i) to (ii) of conditions 12.1.2 and the Engineer-in-Charge shall, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the stipulated rates so determined. In the event of the contractor failing to claim the revision of rates within the stipulated period, the Engineer-in-Charge shall make payment at the rates as specified in the Schedule of Quantities or those already determined under sub-paras (i) to (ii) of condition 12.1.2 for the quantities in excess of the deviation limit laid down in Schedule 'F'.</p> <p>Does not exist</p> <p>Does not exist</p>	<p><b>12.2</b> In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may, within 15 days of receipt of the order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall, within one month of the receipt of the claim supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform, the Engineer-in-Charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such items shall be determined by the Engineer-in-Charge on the basis of market rate(s) prevailing during that period.</p> <p><b>In case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned below:-</b></p> <p><b>12.2.1</b> If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).</p> <p><b>12.2.2</b> If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).</p> <p><b>In the case of contract items, substituted items, contract cum substituted items which exceeds the limits laid down in Schedule „F“ the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rate so claimed are in excess of the rates specified in the Schedule of Quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the stipulated rates so determined for the quantities in excess of the deviation limit laid</b></p>
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	<p><b>12.3</b> All the provisions of the preceding paragraph i.e. Clause 12.2 shall also apply to the decrease in the rates of items for the work in excess of the deviation limit and the Engineer-in-Charge may after giving notice to the contractor and after taking into consideration any reply received from him, revise the rates for the work in question having regard to decrease in the market rates.</p> <p><b>12.4</b> The Engineer-in-Charge shall intimate to the contractor the sanctioned rates of items falling under the sub-clauses 12.1.2(i) to (ii) above within three months of written orders to carry out the work and in case item falling under sub-clauses 12.1.2 (iii) and clauses 12.2 within three months of intimation of rate claimed by the contractor. The reduced rates of items falling under clause 12.3 shall be intimated within three months of the receipt of order by the contractor. Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates or disputes in the rates fixed by the Engineer-in-Charge of the items falling under the above clauses.</p> <p>Does not exist</p> <p><b>12.5</b> Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be</p>	<p><b>down in schedule-F.</b></p> <p><b>12.3</b> The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule „F“, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.</p> <p><b>12.4</b> The contractor shall send to the Engineer-in-Charge once every three months, an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor</p> <p><b>shall be deemed to have waived his right. However, the Superintending Engineer may authorize consideration of such claims on merits.</b></p> <p><b>12.5</b> For the purpose of operation of Schedule “F”, the following works shall be treated as works relating to foundation unless &amp; otherwise defined in the contract:-</p> <p><b>i) For Buildings: All works up to 1.2 m above the ground level or up to floor 1 level whichever is lower.</b></p> <p>ii) For abutments, piers and well steining: All works up to 1.2 m above the bed level.</p> <p>iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and the other elevated structures: All works up to 1.2 meters above the ground level.</p> <p>iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 meters above the ground level.</p> <p>v) For basement: All works upto 1.2 m above ground level or up to floor 1 level whichever is lower. vi) For Roads, all items of excavation and filling including treatment of sub base.</p> <p><b>12.6</b> Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates</p>
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	<p>deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.</p>	<p>mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.</p>
<p><b>CLAUSE 25 Settlement of Disputes &amp; Arbitration</b></p>	<p>Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-</p> <p>(i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the BSNL or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract, the contractor shall forthwith give notice in writing of his claim, in this behalf to the Engineer-in-Charge within 30 days from the date of disallowance thereof for which the contractor claims such additional payment or compensation or disputes the validity of any deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the BSNL be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Engineer-in-Charge in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claims not notified to the Engineer-in-Charge in writing in the manner and within the time aforesaid.</p> <p>(ii) The Engineer-in-Charge shall give his decision in writing on the claims notified by the contractor within 30 days of the receipt of the notice thereof. If the contractor is not satisfied with the decision of the Engineer-in-Charge, the contractor may within 15 days of the receipt of the decision of the Engineer-in-Charge submit his claims to the conciliating authority named in Schedule 'F' for conciliation along with all details and copies of correspondence exchanged between him and the Engineer-in-Charge.</p>	<p>Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-</p> <p><b>(i) If the contractor considers that any work demanded of him to be outside the requirements of the contract, disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of contractors letter.</b></p> <p><b>(ii) If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor within a period of 30 days from receipt of the decision, give a notice, in the form prescribed by the BSNL as per Appendix-XV to the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, to the Administrative Head of the Bharat Sanchar Nigam Limited for appointment of an arbitrator to adjudicate the notified claims failing which the said decision shall be final binding &amp; conclusive and not referable to</b></p>

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

<p>Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the Engineer-in-Charge shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from the Engineer-in-Charge and shall be available at site within fifteen days of start of the work.</p> <p>If the contractor (or any partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the Clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and/or the contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in-Charge and/or at the site of work, as required, to take instructions. Instructions given to the Principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his responsible authorised agent shall be actually available at site atleast two working days every week, these days shall be determined in consultation with the Engineer-in-Charge as well as fully during important stages of execution of work, during recording measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and purpose of this clause are fulfilled satisfactorily.</p> <p>If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or</p>	<p>shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the Engineer-in-Charge shall be final and binding on the contractor in this respect. Such a principal technical Representative shall be appointed by the contractor soon after receipt of the approval from the Engineer-in-Charge and shall be available at site within fifteen days of start of the work.</p> <p><b>To be deleted.</b></p> <p>If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or</p>
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	<p>agent is effectively appointed or is effectively attending or fulfilling the provisions of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor.</p> <p>Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative/ responsible agent along-with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.</p> <p>ii)The contractor shall ..... for proper supervision of the work.</p> <p>The contractor shall ..... execution of the work.</p> <p>The Engineer-in-Charge shall be ..... possible by competent substitutes.</p>	<p>agent is effectively appointed or is effectively attending or fulfilling the provisions of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor.</p> <p>Further if the contractor fails to appoint a suitable <b>principal technical representative and/ or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly substitute</b> or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable <b>other technical representative(s) is/are</b> appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along-with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.</p> <p>ii)The contractor shall ..... for proper supervision of the work.</p> <p>The contractor shall ..... execution of the work.</p> <p>The Engineer-in-Charge shall be ..... possible by competent substitutes.</p>
<p><b>CLAUSE 37 Levy/ Taxes Payable by Contractor</b></p>	<p>i) Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect.</p> <p>ii) The contractor shall deposit ..... from local authorities.</p> <p>iii) If pursuant to or under any law, ..... as aforesaid from dues of the contractor.</p>	<p><b>i) GST and GST cess as applicable, Building and other Construction Workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.</b></p> <p>ii) The contractor shall deposit ..... from local authorities.</p> <p>iii) If pursuant to or under any law..... as aforesaid from dues of the contractor.</p>
<p><b>CLAUSE 38 Conditions for reimbursement of Levy/ Taxes, if levied after receipt of tenders</b></p>	<p>i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by statute, the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer ( whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of</p>	<p><b>i) All tendered rates shall be inclusive of all taxes including GST and GST cess and levies. The labour, welfare cess and TDS as per the Govt. regulations will be recovered from the contractor. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer ( whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the</b></p>



	<p>the contractor.</p> <p>ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Government and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.</p> <p>iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto</p>	<p><b>control of the contractor.</b></p> <p>ii)The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of <b>BSNL</b> and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.</p> <p>iii)The contractor shall, within a period of 30 days of the imposition of any such <b>further tax or levy or cess</b>, <b>give</b> a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.</p>
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**Conditions of BSNL W-6**

<p><b>Para 6</b></p>	<p>Tender documents ....., during the hours specified above on payment of the following: -</p> <p>(i) Rs ._____in cash as cost of tender(Non refundable) and</p> <p>(ii) Earnest money of Rs._____in cash (upto Rs.2500/-only)/ deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of _____When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.</p> <p>(iii) The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from Website in the form as detailed at sub para(ii) above.</p> <p>Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money.</p>	<p>Tender documents ..... during the hours specified above on payment of following:-</p> <p><b>i. Rs. -----plus Sales Tax (as applicable) as cost of tender (Non-refundable) in cash or Demand Drafts / Pay Orders of a Scheduled Bank drawn in favour of Accounts Officer, BSNL Civil Division _____.</b></p> <p><b>ii. The tender shall be accompanied by Earnest money of ..... in cash (upto Rs. 2500/-only) /Banker's cheque/deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/ Demand draft of a Scheduled Bank issued in favour of <b>Accounts Officer, BSNL Civil Division</b> _____.</b> When amount of Earnest money is more than Rs. 5 lakhs, part of earnest money is acceptable in form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 Lakhs) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.</p> <p>To be deleted</p>
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<p><b>Para 9</b> Submission of tender</p>	<p>9.2 In case tender document is purchased from Div/Sub-div office</p> <p>9.2.1: Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no.1</p> <p>9.2.2 :Envelope no. 2 will be as per Para 9.1.2.</p> <p>9.2.3: The sealed envelopes1&amp;2 shall be placed in another sealed envelop no 3</p> <p>9.2.4 :same as 9.1.4</p> <p>Note: In case the eligibility credentials ..... contract or existing law</p> <p>9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.</p>	<p>9.2 In case the tender document is purchased from <b>Division office</b></p> <p>9.2.1 <b>Earnest Money Deposit in required format or proof of payment of EMD( if paid in cash)</b> and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1</p> <p>9.2.2 Envelope no. 2 will be as per Para 9.1.2.</p> <p>9.2.3 The sealed envelopes 1 &amp; 2 shall be placed in another sealed envelope no. 3</p> <p>9.2.4 Same as 9.1.4</p> <p>Note: In case the eligibility credentials ..... contract or existing law</p> <p>9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed ( <b>wax sealed/ adhesive tape sealed</b>). Loose/spiral bound submission (in case the tender is downloaded from website) shall be rejected out rightly. In case of any correction/addition/ alteration/ omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.</p>
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**Clause 3A**

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

**Clause 5**

- i) Time allowed for execution of work --- --- Clause- 5 -----No change ----
- ii) Authority to give fair and reasonable extension of time  
For completion of work -----No change ----

**Clause 6A**

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

**Clause 7**

Gross value of work to be done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment..... No Change.....

**Clause 11**

Specification to be followed for execution of work  
Clause 11 -----No change ----

**Clause 12**

12.1.2(iii) Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.1.2(i) and (ii). Clause- 12 ----- Deleted-----

12.1.2 (iii) Plus / minus the % over the rate entered in the Schedule of Rates ----- Deleted-----

**12.2** & **12.3** Limit for value of any item of any individual trade beyond which sub- clauses (i) to (v) shall not be apply ----- No Change-----

**Clause 16**

Competent authority for deciding reduced rates ----- Clause 16 ----- No Change -----

**Clause 25**

Competent Authority for conciliation ----- Clause 25 -----Deleted-----

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

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

Dear Sir,

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

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

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

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

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

**Yours faithfully,**

(Signatures)

Copy in duplicate to:

1. The Executive Engineer,  
BSNLCivil Division Itanagar.

**Annexure-A**

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

**(To GCC for Civil works-2006)**

Clause/para	Existing Provisions	Modification proposed
Clause 3A of Schedule-F	Does not exists	It shall be applicable to all BSNL internal works but for turn key/External Projects this clause will not be applicable to keep the contractor engaged and to safe guard the BSNL interest. Respective NIT approving authority shall provisioned this clause accordingly.
Clause 6A of Schedule-F	Does not exists	For operation of 6A regarding Computerised Measurement Books, the NIT approving authority shall initially implement this clause for all works costing more than Rs.1.00 (Rs. One Crore) and after six months with effect from issue of this Correction Slip (C.S. No. -4) the same may be reviewed for lesser value of works depending on the preparedness of the contractors and BSNL executives in that Civil Zone for all works as per Section 7.12 of CDWD Works Manual 2014.
Clause 12.1.2(II) & 12.1.2(III) of Schedule-F	Enter reference to Schedule of Rates & Enter % of Above / Below	Deleted
Clause 25 of Schedule-F	Enter the designation of Conciliatory Authority <ul style="list-style-type: none"><li>• In respect of .....the adjoining Zone</li><li>• In respect of .....the adjoining Zone</li></ul>	Deleted
Clause 36 of Schedule-F	(iii) Enter the number of years.....NIT issuing Authority.	To be filled up by NIT approving authority as per latest provision of Appendix-18 of CDWD Works Manual.

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

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

“Modifications in Schedule-F”

Clause No.	Present Provision in the Clause	Modified Provision in the Clause
Clause 37(i)	Extent of Service Tax payable by contractor for Building and Construction Works.  ----- No Provision -----	<del>Extent of Service Tax payable by Contractor for Building and Construction Works:</del>  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. <u>The bidder shall quote rate including GST and GST cess on Goods and Services. The labour, welfare cess and TDS as per the Govt. regulations will be recovered from the contractor..</u>

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

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

**GENERAL CONDITIONS**

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

**Executive Engineer (Civil),  
BSNL Civil Division, Itanagar.**



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

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

WHEREAS

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

AND WHEREAS

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

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

1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby convenient with the BSNL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
  2. In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract
  3. **"The contract is subject to the jurisdiction of Court at ITANAGAR only." (Where the NIT/Tender has been issued)**
- It is specifically and distinctly understood and agreed between the BSNL and the contractor that the contractor shall have no right, title or interest in the site made available by the BSNL for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the BSNL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

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

Signed and delivered for and on behalf of BSNL

Signature and delivered for and on behalf of the contractor

(BHARAT SANCHAR NIGAM LIMITED)  
OFFICIAL ADDRESS

(Contractor)

Date  
Place

Date  
Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE  
NAME  
SIGNATURE  
NAME

SIGNATURE  
NAME  
SIGNATURE  
NAME

### **For Proprietary Concern**

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

### **For Partnership Concern**

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

- i) Shri .....s/o..... , And
- ii) Shri .....s/o.....etc..

### **For Companies**

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

**FORM OF PERFORMANCE SECURITY  
BANK GUARANTEE BOND**

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

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

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

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

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

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

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

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

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

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

Date the \_\_\_\_\_ date of \_\_\_\_\_

for

\_\_\_\_\_ (Indicate the name of Bank)

## AFFIDAVIT

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

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

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

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

(Deponent)  
Signature of Contractor

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

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**ANNEXURE-I**

**CERTIFICATE FOR NEAR RELATIVES**

“I.....S/oShri.....

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

**SIGNATURE OF CONTRACTOR**

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR  
WATER PROOFING TREATMENT FOR BASEMENT/TERRACE/TOILETS.**

The agreement made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and \_\_\_\_\_ between \_\_\_\_\_ S/o \_\_\_\_\_ (hereinafter called the GUARANTOR of the one part) and the BHARAT SANCHAR NIGAM LIMITED (hereinafter called the BSNL of the other part).

WHEREAS this agreement is supplementary to a contract. (Herein after called the Contract) dated \_\_\_\_\_ and made between the GUARANTOR OF THE ONE PART AND the BSNL of the other part, whereby the contractor interalia, undertook to render the structures in the said contractor of the work in the said contract recited completely water and leak proof.

THE GUARANTOR hereby guarantee that the water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects. The decision of the Engineer in charge with regard to cause of leakage shall be final.

During the period of guarantee the guarantor shall make good all defects and in case of any defects being found render the structure water proof to the satisfaction of the Engineer in charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the BSNL through some other contractor at the guarantor's cost and risk. The decision of the Engineer in charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement

As to the amount of loss and/or cost incurred by the BSNL on the decision of the Engineer in charge will be final and binding on the parties

IN WITNESS WHEREOF those presents have been executed by the obligator \_\_\_\_\_ and \_\_\_\_\_ by for and on behalf of the BHARAT SANCHAR NIGAM LIMITED on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF THE BHARAT SANCHAR NIGAM LIMITED  
BY \_\_\_\_\_

In presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_

**GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF  
DEFECTS AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND  
SANITARY INSTALLATIONS**

The agreement made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and \_\_\_\_\_ between \_\_\_\_\_ S/o \_\_\_\_\_ (hereinafter called the GUARANTOR of the one part) and the BHARAT SANCHAR NIGAM LIMITED ( hereinafter called the BSNL of the other part).

WHEREAS THIS agreement is supplementary to the contract. (Herein after called the Contract) dated \_\_\_\_\_ and made between the GUARANTOR OF THE ONE PART AND the BSNL of the other part, whereby the contractor interalia, undertook to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, after the expiry of maintenance period prescribed in the contract for the minimum life of ten years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer in charge with regard to nature and cause of defects shall be final.

During the period of guarantee the guarantor shall make good all defects to the satisfaction of the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the BSNL by some other contractor at the guarantor's cost and risk. The decision of the Engineer in charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects, commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the BSNL the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator \_\_\_\_\_ and \_\_\_\_\_ by for and on behalf of the BHARAT SANCHAR NIGAM LIMITED on the day, month and year first above written.

Signed sealed and delivery by OBLIGATOR in presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF THE BHARAT SANCHAR NIGAM LIMITED

BY \_\_\_\_\_ in the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_



**SCHEDULE OF QUANTITIES**

	<b>Name of the work : Construction of RCC Retaining wall at back side of 70M Microwave Tower at Kharshingsa(A.P).</b>				
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Sl.No.	Description of Item	Quantity	Rate	Unit	Amount
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**Sub-Head : Earth Work**

1. Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead up to 50m and lift up to 1.5m, disposed earth to be levelled and neatly dressed.

a)	All kinds of soil	161.00	Cum		One Cubic Metre
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*(Rupees ..... only)*

2. Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.

a)	All kinds of soil.	4.00	Cum		One Cubic Metre
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*(Rupees ..... only)*

3. Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.

		104.00	Cum		One Cubic Metre
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*(Rupees ..... only)*

**Sub-Head : Concrete Work**

4. Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :

a)	1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size)	4.00 Cum	One Cubic Metre
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*(Rupees ..... only)*

**Sub-Head : Reinforced Cement Concrete**

5. Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :

a)	1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	38.00 Cum	One Cubic Metre
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*(Rupees ..... only)*

6. Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. up to floor five level excluding cost of centering, shuttering, finishing and reinforcement :

a)	1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	23.00 Cum	One Cubic Metre
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*(Rupees ..... only)*

7. Centering and shuttering including strutting, propping etc. and removal of form for :

a) Foundations, footings, bases of columns, etc. for mass concrete. 15.00 Sqm One Square Metre

(Rupees ..... only)

b) Walls (any thickness) including attached pilasters, buttersesses, plinth and string courses etc. 160.00 Sqm One Square Metre

(Rupees ..... only)

8. Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level.

a) Thermo-Mechanically Treated bars. 3061.00 Kg One Kilogram

(Rupees ..... only)

9. Smooth finishing of the exposed surface of R.C.C. work with 6 mm thick cement mortar 1:3 (1 Cement : 3 fine sand) 72.00 Sqm One Square Metre

(Rupees ..... only)

Contractor

EE(C), ITN