

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)

TENDER DOCUMENT

Name of work :- Painting of 40 M ground based Tower at
Diphupar-A, Dimapur, Nagaland. (2nd Call)

NIT No. 12/SDE/BSNL/CSD-III/DMP/NIT/18-19

Name of Contractor

**Sub-Divisional Engineer (Civil),
BSNL Civil Sub Division-III,
Dimapur**

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BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE SUB DIVISIONAL ENGINEER (Civil)
BSNL, Civil Sub Division-III, Dimapur.



NIT No. 15/BSNL/CSD-III/DMP/2018-19/78

DATE: 20/12/2018

NOTICE INVITING TENDERS

1. The Sub-Divisional Engineer(Civil), BSNL Civil Sub Division-III, Walford, Dimapur-797112 invites for and on behalf of BHARAT SANCHAR NIGAM LIMITED wax sealed item rate tenders for the with details mentioned below from approved and eligible Contractors in the DOT/BSNL/CPWD/ State PWD(B&R)/DOP/MES/Railways

Sl. No	Name of work	Estimated Cost	Cost of tender Paper	Earnest money	Time allowed
1	2	3	4	5	6
1	Painting of 40 M ground based Tower at Diphupar-A, Dimapur, Nagaland. (2nd Call)	Rs.47,304.00 (i/c 18% GST)	177/- i/c 18%GST	Rs 946/-	20(Twenty) days
NIT No. 12/SDE/BSNL/CSD-III/DMP/NIT/18-19					

Criteria of eligibility for issue of tender documents.

1.2 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority and Form A and partnership deed in case of partnership firms.

1.2.1 Criteria of eligibility for issue of tender documents for non-DOT/BSNL registered contractors of Public Works Organizations like CPWD, local State PWD (B&R), DOP, MES & Railways only.

1.2.1.1 For works upto Rs.7 lakhs-NIL

2. The conditions and tender documents can be had on application from the office of the Sub-Divisional Engineer (Civil), BSNL Civil Sub Division-III, Dimapur, on payment of cost of tender document (non-refundable) and Earnest Money Deposit in prescribed format as per details given . Applications for tender document will be received on all working days up to 1600hrs on **02-01-2019**. Tender paper will be issued up to 1600 hrs on **03-01-2019**. The cost of tender document is payable by cash only. **The tender document can also be down loaded from our web site www.ne2.bsnl.co.in** . In case the tender document is down loaded, the cost of tender document is payable in the form of demand draft of Rs.**177/- i/c 18% GST** (non-refundable) in the form of demand draft/banker's cheque drawn on any scheduled bank in favour of Accounts **Officer (Cash), office of GMTD, BSNL, Nagaland SSA, Dimapur** along with tender in the manner specified below.

3. Completed tender will be received in the office of the Sub-Divisional Engineer(Civil), Dimapur upto 1500hrs on **04-01-2019** and will be opened at or after 15.30 hrs on the same day in the presence of the intending tenderers.

4.a) Earnest money as mentioned in the NIT in the form of Banker's cheque/ Pay order of a Scheduled Bank / Fixed Deposit of a Schedule Bank issued in favour of the **Accounts Officer(Cash), O/o GMTD, BSNL Nagaland SSA, Dimapur** is required **to be submitted along with application for issue of tender papers**. 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) oar 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.

4b 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(a) above.

5. Tenders, which should always be placed in sealed envelope, in the manner detailed below, will be received by the **Sub Divisional Engineer (Civil), BSNL Civil Sub Division-III, Dimapur** up to 1500 Hrs. on **04-01-2019** and the same will be opened by him or his authorized representative in his office on the same day at 1530 Hrs. Tenders shall be submitted in 3

envelope system. After opening the main envelope 3, the envelope-1 containing the Earnest money, 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 of the tender is reached.

6. Submission of tender. Tender shall be submitted in the above manner;

6.1 In case the tender document is down loaded from BSNL Website www.ne2.bsnl.co.in

6.1.1 “Earnest money plus cost of Tender and eligibility credentials” shall be placed in sealed enveloped-1. marked “Earnest Money plus cost of Tender and eligibility credentials:.

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

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

6.1.4 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.

6.2 In case tender document is purchased from Div/Sub-Div office.

6.2.1 Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials(i/c GST registration) to be placed in sealed envelope no.1

6.2.2 Envelope no.2 will be as per Para **6.1.2.**

6.2.3 The sealed envelopes 1&2 shall be placed in another sealed envelop no.3

6.2.4 Same as **6.1.4.**

6.3 The tender in which rates 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 outright. 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.

7. The tender of contractor who do not deposit the EMD in the above manner shall not be opened.

8. The tender papers shall not be issued by post and tender will not be received by post.

9. In case of any discrepancies found between the directly downloaded tender from website www.ne2.bsnl.co.in in and the tender issued by this office, the contents of the tender issued by this shall be treated as valid and final.

10. It may be noted that conditional tenders or tenders with conditional rebates shall be summarily rejected.

11. Valid Registration for GST is mandatory for all intending tenderers.

7. The contractor shall have to fully abide by the relevant provision of EPF and Misc. provisions act 1952 & ESI act 1948, amended from time to time and they have to obtain and produce EPF and ESI registration within one month of award of work. First payment shall be made to contractor only when he /she submits his/her valid EPF& ESI registration. All tendered rates shall be inclusive of all taxes and levies [including GST up to the extent mentioned in Schedule-F) under Clause 37(i)].

Sub Divisional Engineer (Civil)
BSNL Civil Sub Division-III,
Dimapur

Copy to:-

1-3. The Executive Engineer(Civil), BSNL, Civil Division, Dimapur/Imphal/Itanagar.

4. The Accounts Officer(Cash), O/o GMTD, NLD-SSA, Dimapur.

5-7. The Sub-Divisional Engineer (Civil), BSNL, Civil Sub-Division-I,II, Dimapur & Kohima.

8. Notice Board.

9. Concerned file.

Sub Divisional Engineer (Civil)

DECLARATION

(TO BE GIVEN BY THE TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT
FROM THE BSNL WEBSITE)

It is to certify that

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

Dated

Signature of contractor
(SIGN WITH SEAL)

GENERAL GUIDELINES

- 1** This book of “General Conditions of Contract” is applicable to both types of tenders i.e. “Percentage rate tenders and Item rate tenders”. Accordingly alternative provisions for condition Nos. 4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (BSNL W-7) or item rate tender (BSNLW-8).
- 2** BSNL W-6, abridged form BSNL W- 7/8, Schedules A to F, Special conditions/ Specifications and drawings will be issued to intending tenderers only. The standard form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by both the parties after acceptance of tender. The standard form shall be available in downloadable manner from website “www.ne2.bsnl.co.in”
- 3** All blanks are confined to Notice Inviting Tender (BSNL W-6) and Schedules A to F.
- 4** Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in BSNL W-6, and in Schedules B to F before issue of Tender Papers.
- 5** The intending bidders will quote their rates in Schedule A ie. Schedule of Quantities (as per BSNL -3)
- 6.** The proforma for Registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers for filling and returning the same in the manner prescribed. The Schedules can also be downloaded from website www.ne2.bsnl.co.in

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
NOTICE INVITING TENDER

Item rate tenders are invited for and on behalf of the BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible Contractors in the appropriate class of BSNL, civil wing, eligible for tendering for Building works for the work :- **Painting of 40 M ground based Tower at Diphupar-A Dimapur, Nagaland.**

The work is estimated to Cost **Rs. 47,304.00 (Rupees forty seven Thousand three hundred and four) only.**

Criteria of eligibility for issue of tender documents

- 1 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority.
 - .1.2.1 Criteria of eligibility for issue of tender documents for non-BSNL registered contractors of Public Works Organizations like CPWD, State PWD (B&R), DOP, MES & Railways only.
 - 1.2. For works upto Rs. 7 Lakhs-NIL
 1. For works above Rs. 7 lakhs and upto Rs. 5 Cr and all specialized works irrespective of its cost, the applicant should have completed works as per details below during the last seven years ending last day of the month previous to the one in which the tenders are invited.
 - a) Three similar completed works costing not less than the amount equal to 40% of estimated cost.
 - Or
 - b) Two similar completed works costing not less than the amount equal to 50% of estimated cost.
 - Or
 - c) One similar completed works costing not less than the amount equal to 80% of estimated cost. For the purpose of this clause 'similar works' means the work of.
 - 1.2.2. **Criteria for specialized works irrespective of its cost. (For BSNL enlisted contractors for otherwise) the applicant should have completed works as per details below during the last seven years ending last day of the month previous to the one in which the tenders are invited.**
 - a) **Three similar completed works costing not less than the amount equal to 40% of estimated cost or**
 - b) **Two similar completed works costing not less than the amount equal to 60% of estimated cost or**
 - d) **One similar completed works costing not less than the amount equal to 80% of estimated cost. For the purpose of this clause 'similar works' means the work of_____.**
2. Agreement shall be drawn with the successful tenderer on prescribed Form No. BSNL W-7/8, which is available as a BSNL Publication/BSNL Web site "www.ne2.bsnl.co.in" . Tenderer shall quote his rates as per various terms and conditions of the said form, (In case" Tender Documents" are downloaded from the BSNL Website in which

rates/percentage are to be quoted should be properly bound and sealed) which will form part of the agreement

3. The time allowed for carrying out the work will be **20(Twenty) days** from the 3rd (third) day after the date of *issue of letter of award of work*, or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
4. The site for work shall be made available.

OR

The site for the work shall be made available in parts as specified below : _____

5. The last date of receipt of applications for issue of tender forms (in prescribed format/can also be down loaded from BSNL website www.ne2.bsnl.co.in)and date of issue of tender forms will be as follows:
 - (i) Last date of receipt of application :- **02-01-2019** upto 16.00 hours.
 - (ii) Last date of issue of tender forms : **-03-01-2019 upto 16.00 hours.**
6. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and 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 downloaded from the BSNL website www.ne2.bsnl.co.in or be seen in the office of the **Sub Divisional Engineer (C) BSNL Civil Sub Division-III, Dimapur** between 11.00 hours. & 16.00 hours everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of the following :
 - (i) **Rs. 177/- i/c 18% GST** (Rupees one hundred seventy seven i/c One Eight percent GST) as cost of tender (Non-refundable) in cashy or Demand draft / Pay Orders of the Scheduled Bank drawn in favour of **Accounts Officer(Cash), O/o GMTD, BSNL Nagaland SSA, Dimapur.**
 - (ii) Earnest money of **Rs 946/-** in the form of Banker's cheque/ Pay order of a Scheduled Bank / Fixed Deposit of a Schedule Bank issued in favor of the **Accounts Officer(Cash), O/o GMTD, BSNL Nagaland SSA, Dimapur.** *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) oar Rs 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.*
 - (iii) The 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.

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

7. Tenders, which should always be placed in sealed envelope, in the manner detailed at Para 9 below, will be received by the **Sub Divisional Engineer (Civil), BSNL Civil Sub Division-III, Dimapur** up to 15.00 Hrs. on **04-01-2019** and will be opened by him or his authorized representative in his office on the same day at 15.30 Hrs. *After opening the main enveloped 3, the envelope 1 containing the Earnest money along with the cost of the tender as applicable and eligibility credentials shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers whose Earnest Money, cost of tender and eligibility is found in order.*
The unopened tenders shall be returned to the tenderers after the final decision of the tender is reached.

8. The tender application shall be accompanied by Earnest Money of **Rs.946/=** in Demand draft /Bankers' Cheque/ Pay order of a Scheduled Bank / Fixed Deposit of a Schedule Bank issued in favour of the **Accounts Officer(Cash), O/o GMTD, BSNL Nagaland SSA, Dimapur the amount being credited to the Accounts Officer(Cash), O/o GMTD, BSNL Nagaland SSA, Dimapur.** The Fixed Deposit receipt shall be accepted only if it valid for six months or more after the last date of receipt of tenders and is pledged in favour of the **Sub Divisional Engineer (Civil), BSNL Civil Sub Division-III, Dimapur.** A contractor exempted from depositing earnest money in individual cases, shall enclose with the tender an attested copy of the letter exempting him from depositing earnest money in a manner described for earnest money in condition No.9.1 below and shall produce the original when called upon to do so. The tenderer, who had purchased the tender document from tender inviting authority, shall be required to place the earnest money and the tender in separate sealed envelopes marked "Earnest Money" and "Tender" respectively. Both the envelopes shall then be placed in another sealed envelope and submitted to the tender inviting authority in the usual manner. The Officer opening the tenders shall first open the envelope containing the earnest money. If the earnest money is found to be in order, only then the Officer shall proceed further with the opening the tender. In case the earnest money is not deposited or is not in order the tender shall be returned to the tenderer unopened either on the spot, if the tenderer is present, or later by post. Only a mention to this effect shall be made in the tender opening register.

9.0 Submission of tender.

Tender shall be submitted in the following manner;

9.1 In case the tender document is down loaded from BSNL Website.

9.1.1 "Earnest money plus cost of Tender and eligibility credentials" shall be placed in sealed enveloped-1. marked "Earnest Money plus cost of Tender and eligibility credentials:.

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

9.1.3 The sealed enveloped no 1&2 as above containing "Earnest Money plus cost of Tender, Eligibility Credentials", and the "Tender" shall be placed in another sealed enveloped-3.

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

(i) Name of work.

(ii) Name of tenderer.

(iii) Last date of receipt of tender.

9.2. In case tender document is purchased from Div/Sub-Div office.

9.2.1 Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no.1

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

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

9.2.4 Same as 9.1.4.

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

9.3 The tender in which rate/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.

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

The description of the work is as follows :- **Painting of 40 M ground based Tower at Erali Bill, Dimapur, Nagaland.**

10.1 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & plants, water, electricity, access facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

11. The competent authority on behalf of BHARAT SANCHAR NIGAM LIMITED does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
13. The competent authority on behalf of the BHARAT SANCHAR NIGAM LIMITED reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
14. Company or firm or any other person shall not be permitted to tender for works in BSNL N. E. Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose are defined as:
 - (i) Members of a Hindu Undivided family (HUF),
 - (ii) They are husband and wife,
 - (iii) The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law). The contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/ gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications. All intending tenderers will have to give a certificate that none of his/her such relative (s) as defined above is /are working in the concerned BSNL Civil Zone where he is going to apply for tender/work.

The format of the certificate to be given is:

"I.....S/o.....t/o..... here by certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. 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.

- iii) The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as SSA / Circle / Chief Engineer / Chief Arch. Corporate office for non executive employees and all SSA in a circle including circle office / Chief Eng. / Chief Arch. / Corporate office for executive employees (including those called as Gazetted officers at present). Therefore, it has been decided by the competent authority that a clause must be added in the tender and other related documents that the tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest

money/security deposit will be forfeited any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned BSNL Civil Zone. Further any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors of BSNL. If however the contractor is registered in any other department he shall also be debarred from tendering in BSNL for any breach of this condition.

15. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India in writing. This contract is liable to be cancelled if either the contractor or any of his employee is found any time to be such a person who had not obtained the permission of the Govt. of India as aforesaid before submission of the tender or engagement in the contractor's service.
16. The tender for the work shall remain open for acceptance for a period of **30 (Thirty) days** from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
17. In case of works having estimated cost below Rs. 6,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled. In case of works of estimated to cost Rs.15,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee at the rate of 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Performance Guarantee within 15 days, the earnest money will be forfeited and tender cancelled..
18. This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/Contractor shall within 30 days from such date, formally sign the agreement consisting of :
 - (a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard BSNL W – 7/8 as on website www.ne2.bsnl.co.in .
 - (c) Agreement signed on non-judicial stamp paper as per Proforma annexed to the tender document.
19. Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below: - In cities/areas where ECS/EFT facility is provided by banks, the tenderer must have
 - (a) Account in such ECS/EFT facility providing Banks and that bank A/c No shall be quoted in the tender by the tenderer.
 - (b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit

- (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
- (d) The payments to contractors shall compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
- 20 First running account bill shall be paid only after
- (a) Signing of the Agreement/Contract by both the parties, and
- (b) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.
- 22 If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of six months.
- 22 General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website
“www.ne2.bsnl.co.in” as well as in the Division / Sub division Office.
- 23 The tenderer shall furnish a declaration to this effect (In case of downloaded tender) that no addition/deletion/correction have been made in the tender document submitted and it is identical to the tender document appearing on website. Every page of down loaded tender shall be signed by the tenderer with stamp (seal) of his firm/organization..

Signature and Name of Sub Divisional Officer,
For and on behalf of Bharat Sanchar Nigam Limited

BHARAT SANCHAR NIGHAM LIMITED
(A Government of India Enterprise)

State: Nagaland

Circle: **Dimapur**

Zone: North East

Division: **Dimapur**

Sub-Division: **CSD-Dimapur.**

Item Rate Tender and Contract for Works

Tender for the work of :- **Painting of 40 M ground based Tower at Diphupar-A Dimapur, Nagaland.**

To be submitted before **15.00 hrs** on **04-01-2019** to **Sub Divisional Engineer, BSNL Civil Sub Division-III, Dimapur.**

To be opened in the presence of tenderer who may be present at **15.30 hrs on 04-01-2019** in the O/o **the Sub Divisional Engineer, BSNL Civil Sub Division-III, Dimapur.**

Issued to _____
(Name of the contractor)

Signature of the officer issuing the documents: _____

Designation :

Date of issue: _____

T E N D E R

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

I/We hereby tender for the execution of the work specified for the BHARAT SANCHAR NIGAM LIMITED within the time specified in Schedule "F" Viz. schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in rule. 1 of General Rules and Directions and in Clause 11 of the conditions of the contract and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.

I/ We agree to keep the tender open for **30 (THIRTY)** Days from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/we withdraw my/our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other **Rs .723-** has been deposited in prescribed manner as earnest money. If I/We fail to commence the work specified I/We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of

the Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We agree that, in case of works of estimated cost exceeding Rs. 15,00,000/-, to deposit an amount equal to 5% of Tendered value of the work as performance guarantee in the form of bond of any Scheduled Bank of India in accordance with the proforma prescribed or in the form of Fixed Deposit Receipt etc., within 15 days of the issue of letter of acceptance of Tender by the BSNL. I/We am/are

aware that in the event of failure on my/our part to furnish Performance Guarantee within 15 days, the earnest money will be forfeited and tender cancelled

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

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

The information in respect of works in hand is as per proforma enclosed.

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

(_____)
Date.....
contractor

Signature of

Witness:
Address:
Occupation.

Postal Address:

A C C E P T A N C E

The above tender (as modified by you (Contractor) and as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the BSNL for a sum of

Rs. _____ (Rupees _____)

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

- (a)
- (b)

For & on behalf of the BSNL.

Signature _____

Dated.....

Name and Designation _____

PROFORMA OF SCHEDULE S
BSNL

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities. Enclosed (As per the Index)

SCHEDULE 'B'

Schedule of Materials to be issued to the Contractor.

Contractor shall have to make own arrangements for Steel reinforcement & Cement.

SCHEDULE 'C'

Tools and Plants to be hired by the Contractor.

Contractor shall have to make own arrangements of all Tools and Plants required for the work.

SCHEDULE 'D' As enclosed

Extra schedule for specific requirements / documents for work if any,

- | | |
|---|------------------|
| (1) Application for Participation for tender | As per the Index |
| (2) Declaration for down loaded tender documents from website | --do- |
| (3) Certificate regarding declaration of near relatives working in BSNL | --do- |
| (4) Additional Conditions of Contract | --do- |
| (5) Correction slips of BSNL-8, No. slips 1, 2, 3, 4, 5 & 6 | --do- |

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 with correction slip No. 1 to 6.

Name of Work: Minor repairing and painting works to O/o E.E (Elect) room No-OC-5 at GMTD Office complex, Dimapur, Nagaland.	
Estimated Cost of Work:	As per Notice Inviting Tender
Earnest Money:	As per Notice Inviting Tender
Performance Guarantee: (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.	Nil
Security Deposit: (10% of the tendered value for works with estimated cost put to tender upto Rs. 15 lakhs) (5% of the tendered value in respect of works with estimated cost put to tender exceeding Rs.15 lakhs) or 10% of gross value of work done whichever is lower in the form of Bank Guarantee/TDR from Scheduled bank or to be reimbursed through ECS at the end of stipulated maintenance period.	Rs.(Rupees...)
GENERAL RULES AND DIRECTIONS	
Officer Inviting Tender	Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division-III, Dimapur
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3	50% (Fifty Percent)
Definitions:	
2(v) Engineer-in-charge	Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division-III, Dimapur
2(viii) Accepting Authority	Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division-III, Dimapur
2(x) Percentage on cost of materials and labour to cover all overheads and profit	10%
2(xi) Standard Schedule of Rates	DSR 2016 and Market Rates with up to date correction slips
2(xii) Department	CPWD
9(ii) Standard BSNL Contract Form	BSNL W-7/8 form as modified and corrected up to date.
Clause 2	
Authority for fixing compensation under Clause 2.	Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division-III, Dimapur
Clause 2 A	
Whether Clause 2 A shall be applicable.	No
Clause 3 A	

Whether Clause 3 A shall be applicable Yes/No	yes
Clause 5	
i) Time allowed for execution of work.	As per NIT
ii) Authority to give fair and reasonable extension of time	Executive Engineer (Civil), BSNL Civil Division, Dimapur
Clause 6A	
Whether Clause 6 A shall be applicable Yes/No	No
Clause 7	
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	NA
Clause 10	
Reinforcement steel to be used in the work shall have to be procured as below:	
(a) CTD bars	NA
(b) TMT bars	NA
Clause 11	
Specification to be followed for execution of work:	(1)CPWD Specifications 2009 Volume I to II.
Clause 12	
12.1.2 (ii) Schedule of rates for determining the rates for additional, altered or substituted items that cannot be determined under 12.1.2(i) and (ii).	Deleted as per correction slip No 4.
12.1.2(ii) Plus / minus the % over the rate entered in the schedule of rates	Deleted as per correction slip No 4.
12.2.&12.3 Deviation limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not be apply.	50% (Fifty percent).
<u>Clause 16</u>	
Competent authority for deciding reduced rate.	Executive Engineer (Civil), BSNL Civil Division, Dimapur
Clause 25	
Competent authority for conciliation	Deleted as per correction slip No 4.
Clause 36(i)	

Requirement of technical staff and rate of recovery in case of non-compliance, for a work.	As per CPWD works manual 2012
Clause-37(i)	Extent of Service Tax payable by Contractor for Building and construction works. NA All rates are inclusive of all existing taxes i/c GST.
Clause 42	
(i) (a) Schedule/ statement for determining theoretical quantities of cement on the basis of Delhi Schedule of rates 2013 printed by CPWD.	
ii) Variation permissible on theoretical quantities	
a) Cement for works with estimated costs put to tender	
i) Not more than Rs.. 5.00 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	NA
2(a)	For Mild Steel	-----
2(b) &2(c)	For Reinforcement Steel conforming to BIS 1786:1985 (Fe 415 Grade)/TMT	NA
2(d)	For Galvanized steel	----

“ADDITIONAL CONDITIONS OF CONTRACT”

The following “Additional conditions” shall be added to the standard conditions to take into account the special requirement of the work.

1. The intending tenderers shall note that the work is of urgent nature and is to be completed within the stipulated period.
2. The tenderers shall take into consideration the Drawings and Specifications and quote the rates accordingly. The quoted rates shall be inclusive of all charges such as Insurance, transportation, taxes fixed by the Central/State Government etc. Nothing extra shall be payable over the quoted rates.
3. The Structural and Architectural drawings shall at all times be properly correlated before executing any work. In case of any discrepancy in the drawings, the contractor shall obtain clarifications in writing from the Engineer-in-Charge before execution of work.
4. In case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the contractor shall obtain clarifications in writing from the Engineer-in-Charge before execution.
5. The contractor shall take instructions from the Engineer-in-Charge for stacking of materials in any place. No excavated earth or building materials shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.
6. The surplus excavated earth which is beyond the requirement of the Government work may be allowed to be disposed off by the contractor on his own or to sell the surplus earth to private parties at his discretion, but nothing extra shall be paid for carriage of disposal of surplus earth, if the same is not required for any other Government work. The approval of the Engineer-in-Charge in writing is required to be obtained for the above.
7. The manufactured materials used on the work shall have ISI mark. In case of materials for which no manufacture has been licensed to manufacture, the materials with ISI marking, the material shall conform to the provision of the CPWD specifications. In the case of non-ISI marked materials, tests shall be conducted to ensure that they conform to the specifications or codes mentioned above. BIS marked materials may also be got tested if felt necessary by the Engineer-in-Charge.
8. All materials for which testing is mandatory before being allowed for incorporation in the work shall be purchased well in advance of their actual requirement in the work at site, so as to afford enough availability of time for getting the material tested and obtaining the approval of the Engineer-in-Charge.
9. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying / burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies, conduits for electrical wiring / cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.

10. Royalty, if any, at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle, sand and bajri etc. collected by him for the execution of the work direct to the Revenue authority or authorized agent of the State Government concerned or Central Government.
11. The rates quoted shall include all taxes, royalty, seignior age charges that are applicable from time to time as per statutory rules of State / Central Government.
12. The contractor shall make his own arrangements for obtaining electric / water connections, if required, and make necessary payments directly to the Department concerned.
13. The work shall be carried out in a manner complying in all respects with the requirements of relevant byelaws of the Municipal Committee / Municipal Corporation / Development Authority / Improvement Trust under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
14. The contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of the work.
15. No compensation / payment shall be payable to the contractor for any damage caused by rains, snow fall, lightning, wind, storm, floods tornadoes, earthquakes or other natural calamities during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained.
16. Some restrictions may be imposed for regulating the construction/work activities, storage of materials, entry and movement of the personal/workers for security reasons by the competent security in-charge or by the Engineer-in-Charge or his representative and in such case the contractor shall be bound to follow all such restriction/instructions and nothing extra shall be payable on this account.
17. All cement bags and all other similar perishable items shall be stored by the contractor in a separate go-down which shall be exclusively constructed by the contractor for this purpose at his own cost as per general guidelines given in the " Typical Sketch for :-
Cement Godown" under clause 3.2.1.4 of the Specifications. The dimensions given in the said sketch are only indicative and the contractor shall be bound to construct the storage godown of sufficient size so as to properly store the appropriate quantity of cement required for consumption for not less than ONE MONTH. Such go-down shall have weather proof roof and walls. The go-down shall be provided with a single door with arrangement for locking it simultaneously with two locks. The contractor shall be fully responsible for the safe custody of all the materials even if the materials are kept and stored under double lock system. The account of daily receipts and issues of the cement bags shall be maintained in the said register which shall be signed daily by the contractor or by his authorized agent in token of correctness of the entries.
18. The contractor shall also be bound to observe and follow all the provisions of "The Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996" and "The Building and other Construction Workers Welfare Cess Act 1996" and all the rules framed there-under. Nothing extra on this account shall be paid to the contractor.
19. Any cement slurry added over a base surface or for continuation of concreting for better bond is added to have been built in the item unless otherwise specified and nothing extra shall be payable or extra cement considered with consumption on this account. Rates of all items in which use of cement is involved shall be inclusive of curing.
20. Unless otherwise specified in the Schedule of quantities of items, the rate for all items of the work shall be inclusive of pumping out or bailing out water encountered from any sources such as rain, sub-soil water, flood or any other causes whatsoever. The foundation pits, trenches etc. shall be kept free from water while the works below ground level are in progress. Nothing extra on this account shall be payable to the contractor.
21. Unless other wise provided in the schedule of quantities of item of work, the rates tendered by the contractor shall be for all heights, lifts and leads and depth of the building and nothing extra shall be payable to the contractor on this account.

SPECIFICATIONS FOR WORKS

1.1.0 GENERAL

- 1.1.1 Civil work shall be in general carried out in accordance with CPWD specifications 2009 Volume I & II with up to date correction slips and as per the direction of the Engineer –in – charge.
- 1.1.2 All the IS codes mentioned shall mean latest version of the relevant IS code.

Correction Slip No. 2

(To GCC for BSNL Civil Works-2006, issued on 07.04.2008)

Sl. 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 price of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof) completion is 18 (Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due shall be worked out based on the following provisions:-</p> <p>a) Adjustment for component of cement</p> <p>b) Adjustment for component of Reinforcement steel</p> <p>No provision for escalation for tower material</p> <p>c) Adjustment for component of other materials</p> <p>VM= (W*X/100-Qc*SPc-Qs* SPs) * (MI-Mio)/Mio</p> <p>VM Variation in other material cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p>W Cost of work done worked out as indicated in sub-para (ii) above.</p> <p>X Component of materials expressed as per cent of the total value of work as indicated in schedule F.</p> <p>MI: All India wholesale index for all Commodities for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.</p>	<p>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) completion is 18 (Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-</p> <p>a) Adjustment for component of cement</p> <p>b) Adjustment for component of Reinforcement steel</p> <p>c) Adjustment for the component of Galvanized Steel</p> <p>$V_t = Q_t * S_{Pt} * \{0.85[(T_t - T_{lo})/T_{lo}] + 0.15[(Z_t - Z_{lo})/Z_{lo}]\}$</p> <p>Vt: Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qt: Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p>SPt: Star price of Galvanized Steel as mentioned in Schedule-F (to be fixed by concerned CE(C).</p> <p>TI : All India wholesale Index for Tower steel material (Angles, channels & Sections) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.</p> <p>However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of Galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>(iii) Index for the period under consideration.</p>
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	<p>Mio: All India wholesale index for All Commodities as published by the Economic Adviser to Government of India. Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tender including extension if any.</p>	<p>For the period extended under the provisions of clause-5 of the contract without any action under clause-2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Tlo : All India wholesale index for Tower steel material (Angles, channels & Sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>ZI : All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.</p> <p>However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of Galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>(iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause-2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Zlo : All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>d) Adjustment for component of other materials</p> $VM = (W * X/100 - Qc*SPc - Qs * SPs - Qt*SPt) * (MI - Mio)/Mio$ <p>VM: Variation in other material cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p>W: Cost of work done worked out as indicated in sub-para ii) above.</p>
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		<p>d) Adjustment for component of P.O.L.</p> <p>(viii)</p> <p>a) No such adjustment for decrease in the price of Cement. Reinforcement Steel, 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>	<p>X: Component of material expressed as per cent of the total value of work as indicated in schedule F.</p> <p>MI: All India wholesale index for All Commodities for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.</p> <p>Mlo: All India wholesale index for All Commodities as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tender including extension if any.</p> <p>e) Adjustment for component of P.O.L.</p> <p>(viii)</p> <p>a) No such adjustment for decrease in the price of Cement. Reinforcement Steel, Galvanized steel Other materials 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 Clauses 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 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</p>	<p>If after submission of the tender, the price of cement and/or reinforcement steel bars and/or galvanized steel (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clauses 10 thereof) increase(s)/decreases beyond the price(s) prevailing at the time of the last stipulated date of receipt of tenders (including extension, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under the provisions of clause-5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) & (c) of this clause shall be payable/recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months</p> <p>The increase/decrease in prices shall be determined by the All India Wholesale Price Indices for Cement, Steel (bars and rods) and galvanized steel (Angles, channels & Section etc.) as published by Economic Adviser to Government of India, Ministry of Commerce and Industry and star.</p>
		<p>being materials supplied from the Engineer-in-Charge's stores in accordance with Clauses 10 thereof) decreased, BSNL shall in respect of those materials incorporated in the works (not being materials supplied</p>	<p>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 stipulated date of receipt of tender, including extension if any and for the period under consideration. In case, price index of a particular material is not issued by Ministry of</p>

		<p>from the Engineer-in-Charge's stores in accordance with Clauses 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of cement and/or reinforcement steel bars as prevailed at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, and the 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, 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>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 $Vt = Qt * SPt * \{0.85[(TI-TIo)/TIo] + 0.15[(ZI-ZIo)/ZIo]\}$</p> <p>Vt: Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qt: Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p>SPt: Star price of Galvanized Steel as mentioned in Schedule-F (to be fixed by concerned CE(C)).</p> <p>TI : All India wholesale Index for Tower steel material (Angles, channels & Sections) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.</p> <p>However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of Galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>(iii) Index for the period under consideration.</p>
			<p>For the period extended under the provisions of clause-5 of the contract without any action under clause-2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>TIo : All India wholesale index for Tower steel material (Angles, channels & Sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>ZI : All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.</p>

			<p>However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of Galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>(iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause-2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Zlo : All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p>
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3.2.1

The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main producers as **Additional Conditions and Specification 3.2.: Steel**

approved by the Ministry of Steel. In cases when the contractor is required to procure steel reinforcement bars conforming to relevant BIS codes from other than main producers such as secondary producers or re-rollers having BIS License, can be done with prior approval of the Engineer-in-Charge.

The procurement of TMT Bars conforming to relevant BIS codes shall be made from main producers and secondary producers having BIS License with prior approval of the Engineer-in-Charge. The contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge. The contractor shall have to obtain and furnish test 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.

The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of Steel **or from secondary producers and re-rollers having BIS License to produce CTD bars as specified in schedule-F subject to following stipulations:**

(i) If it is provided in the agreement that steel is to be procured from primary producers and procurement of steel from secondary producers is allowed then a deduction based on the difference in market rate of steel from primary producers and secondary producers shall be made in the running/final bills.

(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.

The procurement of TMT Bars conforming to relevant BIS codes shall be made from main producers as approved by the Ministry of Steel **or from secondary producers having BIS License to produce TMT bars as specified in schedule-F subject to following stipulations:**

(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 by Engineer-in-Charge then a deduction based on the difference in market rate of steel from primary producer and secondary producer shall be made in the running/final bills.

(ii) However, if the stipulation is for procurement of steel from secondary producer then if the contractor uses steel from primary producers the same shall be allowed but nothing extra shall be payable on this account.

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.

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.

*** Deduction item made on account of use of steel from secondary producers instead as sub standard work.**

3.2.4

For steel procured from main

For steel procured from main producers or

Correction Slip No. – 3

(To GCC for BSNL Civil Works-2006, issued on 15.04.2009)

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 finalthe contractor shallmake 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 finalthe contractor shallmake 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 (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.

**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>NOTES: - In case of works with tendered value of the work</p>	<p>The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by BSNL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash (upto Rs. 2500) Demand draft/Banker's Cheque/Deposit at Call Receipt of a Scheduled Bank or The State Bank Of India in accordance with the form annexed hereto. In case a Fixed Deposit Receipt of any bank is furnished by the contractor to the BSNL as part of the security Deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the BSNL to make good the deficit.</p> <p>All compensations or the other sums will be treated a part of the Security Deposit.</p> <p>The Security Deposit as deducted above can be released against the Bank Guarantee by a scheduled bank , on its accumulation to a minimum of Rs. 5 lakh subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rs. 5 Lakh. Provided further that the validity of Bank Guarantee including the one given against the earnest money shall be in conformity with the provisions contained in clause which shall be extended from time to time depending upon the extension of contract granted under provisions of Clause 2 and Clause 5.</p> <p>NOTES: - In case of works with tendered value of the work</p>

<p>CLAUSE 2. (COMPENSATION FOR DELAY)</p>	<p>If the contractor fails to maintain.....The decision of the aforesaid authority in writing shall be final and binding on the contractor. This will also apply to items or group of items for which separate period of completion has been specified. 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. Compensation for delay of work</p> <p>@ 2.0 % Per month of delay to be computed on daily basis for the works having stipulated time of completion more than six months</p> <p>@ 1.0 % Per week of delay to be computed on daily basis for the works having stipulated time of completion from three months to six months</p> <p>@ 1.5 % Per week of delay to be computed on daily basis for the works having stipulated time of completion up to three months</p> <p>Provided always is originally given. The amount ... other contract with the BSNL.</p> <p>In case, the contractor does not However, no interest, whatsoever, shall be payable on such withheld amount.</p> <p>The compensation for slow progress or non-completion of work in stipulated time, at the rates specified therein, is an “agreed compensation” under clause 2, which the contractor has to pay in case of default. Therefore, Engineer-in-Charge will recover the same at the rates mentioned above, if the progress of the work is slow or the work is not completed in stipulated time. In case the contractor feels aggrieved, he may appeal to the authority specified in Schedule „F” against such recovery, who has to take a balanced view of the delays on the part of the contractor, vis-à-vis the delays of the department and may uphold the recovery at the original rates or at reduced rates or completely waive off the same depending upon the merits of each case. In such cases the decision of the competent authority shall be final and out of purview of the clause 25.</p>
<p>CLAUSE 3 (WHEN CONTRACT CAN BE DETERMINED)</p>	<p>If the Contractor: i) Having been seven days thereafter; or, ii) has without seven days from the Engineer-in-Charge; or iii) persistently neglects to... Engineer-in-Charge; or iv) fails to complete Engineer-in-Charge; or</p>	<p>If the Contractor: i) Having been seven days thereafter; or, ii) has without seven days from the Engineer-in-Charge; or iii) persistently neglects to Engineer-in-Charge; or 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>v) shall offer or give or agree to give to any person in Government/BSNL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having been done or forborne to do any act in relation to the obtaining or execution of this or any other contract for BSNL; or</p> <p>vi) Shall enter in to a contract with BSNL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge; or</p> <p>vii) Shall obtain a contract with BSNL as a result of wrong tendering or other non-bonafide methods of competitive tendering; or</p> <p>viii) Shall any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or</p> <p>ix) being a company shall pass a resolution or the court shall make an 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>
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	<p>Does not exist</p> <p>Does not exist</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</p>	<p>x) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or</p> <p>xi) assigns, transfer, sublets (engagement of labour on a piece-work basis or of a labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-charge</p> <p>THEN the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the Contract and in addition to any right or remedies under any of the provisions of the Contract or otherwise and whether the date for completion has or has not elapsed, shall by a notice in writing, shall have powers: -</p> <p>a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Performance Guarantee, Earnest Money Deposit and security deposit already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.</p> <p>b) To measure up the work of the contractor, after giving notice to the contractor, and to take such balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work.</p> <p>Deleted</p>
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	<p>excess of the sum which would have been paid to the original contractor if the whole work had been executed by him</p> <p>(the certificate in writing of the Engineer-in-Charge for the amount which exceeds the amounts contracted for the unexecuted / imperfectly executed items shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the BSNL under the contract or on any other account whatsoever or from his Security Deposit and Performance Guarantee or the proceeds of sales thereof, or a sufficient part thereof as the case may be. If said available Performance Guarantee, Security Deposit and moneys are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary The Buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract. If the expenses incurred by the BSNL are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.</p> <p>In the event of above course(s) to be paid the value so certified.</p> <p>The contractor, whose contract is determined or rescinded as above, shall be allowed to participate in the tendering process for the balance work if he so desired.</p>	<p>In the event of above course(s) to be paid the value so certified.</p> <p>The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.</p>
<p>Clause 3A</p>	<p>Does not exist</p>	<p>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.</p>

<p>CLAUSE 6A Computerized Measurement Book</p>	<p>Does not exist Does not exist</p>	<p>Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.</p> <p>All measurement of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of department so that a complete record is obtained of all the items of works performed under the contract.</p> <p>All such measurement and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorised representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.</p> <p>Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes may be done during these checked/test checks in his draft computerized measurements and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorised representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.</p> <p>The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the</p>
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		<p>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 Computerised MBs. This should be done before the corresponding bill is submitted to the Division Officer for payment. The contractor shall submit two spare copies of such computerized MBs for the purpose of reference and record by the various officers of the department.</p> <p>The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.</p> <p>The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/ levels by the Engineer-in-Charge or his representative.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.</p> <p>The contractor shall give not less than seven days" notice to the Engineer-in-Charge or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/</p>
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		<p>or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative incharge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and /or test checking measurements without such notice having been given or the Engineer-in-Charge"s consent being obtained in writing the same shall be uncovered at the Contractor"s expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.</p> <p>Engineer-in-Charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p> <p>It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.</p>
<p>CLAUSE 10 B i) Secured Advance on Non-perishable Materials</p>	<p>The contractor on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work, upto 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made 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, upto 90% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such</p>

<p>CLAUSE 10 C : (Payment due to increase/decrease in Prices/ wages after receipt of tender for the work)</p>	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: -</p> <p>i) The base date for ...s including extension, if any.</p> <p>ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same.</p> <p>iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor.</p> <p>iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below:</p> <p>a) Adjustment for component of Cement</p> <p>b) Adjustment for component of Reinforcement Steel</p> <p>Vs = Qs * SPs * (SI-SIo) / SIo Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as mentioned in Schedule F.</p>	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: -</p> <p>i) The base date fors including extension, if any.</p> <p>ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same</p> <p>iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor.</p> <p>iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below:</p> <p>a) Adjustment for component of Cement (No Change)</p> <p>b) Adjustment for component of Reinforcement Steel</p> <p>Vs = Qs * SPs * (SI-SIo) / SIo Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as mentioned in Schedule F.</p>
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<p>SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of steel reinforcement for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Slo = All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>c) Adjustment for component of Galvanized steel</p> <p>Vt = Qt * SPt * {0.85[(TI-Tlo)/Tlo]+0.15[(ZI-Zlo)/Zlo]}</p> <p>Vt = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qt = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p>SPt = Star price of Galvanized Steel as mentioned in Schedule F [to be fixed by the concerned CE(C)].</p> <p>TI = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p>	<p>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. (In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p> <p>Slo = All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>c) Adjustment for component of Galvanized steel</p> <p>Vt = Qt * SPt * {0.85[(TI-Tlo)/Tlo]+0.15[(ZI-Zlo)/Zlo]}</p> <p>Vt = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qt = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p>SPt = Star price of Galvanized Steel as mentioned in Schedule F [to be fixed by the concerned CE(C)].</p> <p>TI = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2,</p>
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	<p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Tlo = All India wholesale index for Tower steel material (Angles , channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>ZI = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration. For the period extended under the provisions of clause-5 of the contract without any action under clause-2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Zlo = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>d) Adjustment for component of Other Materials</p> <p>(No Change)</p> <p>e) Adjustment for component of P.O.L.</p> <p>(No Change)</p>	<p>the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p> <p>Tlo = All India wholesale index for Tower steel material (Angles , channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>ZI = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. (In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p> <p>Zlo = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>d) Adjustment for component of Other Materials</p> <p>(No Change)</p> <p>e) Adjustment for component of P.O.L.</p> <p>(No Change)</p>
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<p>CLAUSE 10 CA</p>	<p>If after submission of the tender, the price of cement and/or reinforcement steel bars and/or galvanized steel (not being materials supplied from the Engineer-in Charge's stores in accordance with Clauses 10 thereof) increase(s) / decreases beyond the price(s) prevailing at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under clause-5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) & (c) of this clause shall be payable/ recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.</p> <p>The increase/decrease in prices including extension if any and for the period under consideration.</p> <p>In case, price index of a particular materialschedule-F shall be followed.</p> <p>The amount of contractas per the formula given below for individual material:</p> <p><u>a)Adjustment for component of Cement</u> (No Change)</p> <p>b) Adjustment for component of Reinforcement Steel</p> <p>$V_s = Q_s * SP_s * (SI-SI_0) / SI_0$</p> <p>Vs: Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p>Qs : Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)</p> <p>SPs Star price of Reinforcement Steel as mentioned in Schedule F.</p> <p>SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic</p>	<p>If after submission of the tender, the price of cement and/or reinforcement steel bars and/or galvanized steel (not being materials supplied from the Engineer-in Charge's stores in accordance with Clauses 10 thereof) increase(s) / decreases beyond the price(s) prevailing at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under clause-5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) & (c) of this clause shall be payable/ recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.</p> <p>The increase/decrease in prices including extension if any and for the period under consideration.</p> <p>In case, price index of a particular material schedule-F shall be followed.</p> <p>The amount of contract as per the formula given below for individual material:</p> <p><u>a) Adjustment for component of Cement</u> (No Change)</p> <p>b) Adjustment for component of Reinforcement Steel</p> <p>$V_s = Q_s * SP_s * (SI-SI_0) / SI_0$</p> <p>Vs: Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p>Qs : Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)</p> <p>SPs Star price of Reinforcement Steel as mentioned in Schedule F.</p> <p>SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic</p>
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<p>Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of steel reinforcement for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Slo : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and as valid on the last stipulated date of receipt of tender including extension if any.</p> <p>c) Adjustment for component of Galvanized Steel</p> <p>Vt = Qt * SPt * {0.85[(TI-Tlo)/Tlo] + 0.15[(ZI-Zlo)/Zlo]}</p> <p>Vt = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qt = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p>SPt = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)].</p> <p>TI = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p>	<p>Adviser to Government. of India, Ministry of Industry and Commerce</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p> <p>Slo : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and as valid on the last stipulated date of receipt of tender including extension if any.</p> <p>c) Adjustment for component of Galvanized Steel</p> <p>Vt = Qt * SPt * {0.85[(TI-Tlo)/Tlo] + 0.15[(ZI-Zlo)/Zlo]}</p> <p>Vt = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Qt = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p>SPt = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)].</p> <p>TI = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of</p>
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	<p>iii) Index for the period under consideration. period within stipulated period of completion, will apply. 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</p> <p>Tlo = All India wholesale index for Tower steel material (Angles, channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>ZI = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <ul style="list-style-type: none"> i) Index for the month when the last consignment of galvanized steel for the work is procured or ii) Index for the month in which half of the stipulated contract period is over. iii) Index for the period under consideration. <p>For the period extended under the provisions of clause-5 of the contract without any action under clause-2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>Zlo = All India wholesale index for 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>the period under consideration, whichever is less, shall be considered)</p> <p>Tlo = All India wholesale index for Tower steel material (Angles, channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p>ZI = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration which ever is less, shall be considered).</p> <p>Zlo = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p>
<p>CLAUSE 12: (Deviation s, Variations Extent and Pricing</p>	<p>12.1 The Engineer-in-Charge shall have power except as hereafter provided.</p> <p>12.1.1 The time requested by the contractor, as follows:</p> <ul style="list-style-type: none"> (i) In the proportionI tendered value(+) plus (ii) 25% of the timet authority under Clause-5. <p>12.1.2 Rates for such altered, additional or substituted work shall be determined by the Engineer-in-Charge as follows:</p>	<p>12.1 The Engineer-in-Charge shall have power except as hereafter provided.</p> <p>12.1.1 The time requested by the contractor, as follows:</p> <ul style="list-style-type: none"> (i) In the proportionI tendered value(+) plus (ii) 25% of the timet authority under Clause-5. <p>To be deleted</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.</p> <p>iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) to (ii) above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed and the Engineer-in-Charge shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform, the Engineer-in-Charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such items shall be determined by the Engineer-in-Charge on the basis of market rate(s) prevailing during the fortnight following the date of the order plus ten per cent for profit and overhead.</p>	
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	<p>12.2 In the case of contract items, substituted items, contract cum substituted items or additional items which individually exceeds the deviation limits laid down in Schedule 'F' the contractor shall within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limit provided that if the rate so claimed are in excess of the rates specified in the Schedule of Quantities of those derived in accordance with the provisions of sub-para (i) to (ii) of conditions 12.1.2 and the Engineer-in-Charge shall, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the stipulated rates so determined. In the event of the contractor failing to claim the revision of rates within the stipulated period, the Engineer-in-Charge shall make payment at the rates as specified in the Schedule of Quantities or those already determined under sub-paras (i) to (ii) of condition 12.1.2 for the quantities in excess of the deviation limit laid down in Schedule 'F'.</p> <p>Does not exist.</p> <p>Does not exist</p>	<p>12.2 In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may, within 15 days of receipt of the order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall, within one month of the receipt of the claim supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform, the Engineer-in-Charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such items shall be determined by the Engineer-in-Charge on the basis of market rate(s) prevailing during that period.</p> <p>In case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned below:-</p> <p>12.2.1 If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).</p> <p>12.2.2 If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).</p> <p>In the case of contract items, substituted items, contract cum substituted items which exceeds the limits laid down in Schedule „F“ the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if</p>
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	<p>12.3 All the provisions of the preceding paragraph i.e. Clause 12.2 shall also apply to the decrease in the rates of items for the work in excess of the deviation limit and the Engineer-in-Charge may after giving notice to the contractor and after taking into consideration any reply received from him, revise the rates for the work in question having regard to decrease in the market rates.</p> <p>12.4 The Engineer-in-Charge shall intimate to the contractor the sanctioned rates of items falling under the sub-clauses 12.1.2(i) to (ii) above within three months of written orders to carry out the work and in case item falling under sub-clauses 12.1.2 (iii) and clauses 12.2 within three months of intimation of rate claimed by the contractor. The reduced rates of items falling under clause 12.3 shall be intimated within three months of the receipt of order by the 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>the rate so claimed are in excess of the rates specified in the Schedule of Quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the stipulated rates so determined for the quantities in excess of the deviation limit laid down in schedule-F.</p> <p>12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule „F”, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.</p> <p>12.4 The contractor shall send to the Engineer-in-Charge once every three months, an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer may authorize consideration of such claims on merits.</p> <p>12.5 For the purpose of operation of Schedule “F”, the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:-</p> <p>i) For Buildings: All works upto 1.2 m above the ground level or upto floor 1 level whichever is lower.</p> <p>ii) For abutments, piers and well steining: All works upto 1.2 m above the bed level.</p> <p>iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and the other elevated structures: All works upto 1.2 meters above</p>
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	<p>12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.</p>	<p>the ground level.</p> <p>iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works upto 1.2 metres above the ground level.</p> <p>v) For basement: All works upto 1.2 m above ground level or upto floor 1 level whichever is lower.</p> <p>vi) For Roads, all items of excavation and filling including treatment of subbase.</p> <p>12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.</p>
<p>CLAUSE 25 Settlement of Disputes & Arbitration.</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</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 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</p>

	<p>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>(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</p>	<p>decision within a period of one month from the receipt of contractor's letter.</p> <p>(ii) If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor within a period of 30 days from receipt of the decision, give a notice, in the form prescribed by the BSNL as per Appendix-XV to the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, to the Administrative Head of the Bharat Sanchar Nigam Limited for appointment of an arbitrator to adjudicate the notified claims failing which the said decision shall be final binding & conclusive and not referable to adjudication by the arbitrator.</p> <p>To be deleted</p> <p>To be deleted</p>
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	<p>have the same status and effect as if it is an does not appear possible, the Conciliator,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 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 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>	
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	<p>The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause</p> <p>It is also a term of give reasons for the award for each dispute referred to him.</p> <p>It is also a term equally by both the parties.</p> <p>It is also a term costs to be so paid.</p>	<p>It is also a term of this contract that if contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and BSNL shall be discharged and released of all liabilities under the contract in respect of these claims.</p> <p>The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause</p> <p>It is also a term of give reasons for the award for each dispute referred to him.</p> <p>It is also a term equally by both the parties.</p> <p>It is also a term costs to be so paid.</p>
<p>CLAUSE 36 Employment of Technical Staff and employees</p>	<p>Contractors Superintendence, Supervision, Technical Staff & Employees</p> <p>i) The contractor under the contract.</p> <p>The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work. Such qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the Engineer-in-Charge shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from the Engineer-in-Charge and shall be available at site within fifteen days of start of the work.</p>	<p>Contractors Superintendence, Supervision, Technical Staff & Employees</p> <p>i) The contractor under the contract.</p> <p>The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the Engineer-in-Charge shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from the Engineer-in-Charge and shall be available at site within fifteen days of start of the work.</p>

	<p>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 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 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</p>	<p>To be deleted .</p> <p>If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provisions of this clause, a recovery shall be effected from the contractor as specified in</p>
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	<p>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. The Engineer-in-Charge shall be possible by competent substitutes.</p>	<p>Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor.</p> <p>Further if the contractor fails to appoint a suitable principal technical representative and/ or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along-with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.</p> <p>ii)The contractor shall for proper supervision of the work.</p> <p>The contractor shall execution of the work. The Engineer-in-Charge shall be possible by competent substitutes.</p>
<p>CLAUSE 37 Levy/ Taxes Payable by Contractor</p>	<p>i) Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect.</p> <p>ii) The contractor shall deposit from local authorities.</p> <p>iii) If pursuant to or under any law, as aforesaid from dues of the contractor.</p>	<p>i) GST, 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.</p> <p>ii) The contractor shall deposit from local authorities.</p> <p>iii) If pursuant to or under any law..... as aforesaid from dues of the contractor.</p>

<p>CLAUSE 38 Condition s for reimbursement of Levy/ Taxes, if levied after receipt of tenders</p>	<p>i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by statute, the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</p> <p>ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Government and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.</p> <p>iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto</p>	<p>i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</p> <p>ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of BSNL and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.</p> <p>iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.</p>
<p>Conditions of BSNL W-6</p>		
<p>Para 6</p>	<p>Tender documents, during the hours specified above on payment of the following: -</p> <p>(i) Rs ._____in cash as cost of tender(Non refundable) and</p> <p>(ii) Earnest money of Rs. 723/- 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 Accounts Officer (Cash), O/o GMTD, BSNL Dimapur. 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</p>	<p>Tender documents, during the hours specified above on payment of following:-</p> <p>i. Rs. 177/- inclusive of taxes (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 (Cash), O/o GMTD, BSNL, Dimapur .</p> <p>ii. The tender shall be accompanied by Earnest money of Rs. 723/-. in cash (upto Rs. 2500/-only) /Banker's cheque/Cash deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/ Demand draft of a Scheduled Bank issued in favour of Accounts Officer, (Cash), O/o GMTD, BSNL Dimapur. When amount of Earnest money is more than Rs. 5 lakhs, part of earnest money is acceptable in</p>

	<p>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>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> <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. The „Cost of tender“ and „Earnest money“ should be submitted through separate instruments</p>
Para 9 Submission of tender	<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&2 shall be placed in another sealed envelop no 3</p> <p>9.2.4 :same as 9.1.4</p> <p>Note: In case the eligibility credentials contract or existing law</p> <p>9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction/ addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.</p>	<p>9.2 In case the tender document is purchased from Division office.</p> <p>9.2.1 Earnest Money Deposit in required format or proof of payment of EMD(if paid in cash) and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1</p> <p>9.2.2 Envelope no. 2 will be as per Para 9.1.2.</p> <p>9.2.3 The sealed envelopes 1 & 2 shall be placed in another sealed envelope no. 3</p> <p>9.2.4 Same as 9.1.4</p> <p>Note: In case the eligibility credentials contract or existing law</p> <p>9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed (wax sealed/ adhesive tape sealed). Loose/spiral bound submission (in case the tender is downloaded from website) shall be rejected out rightly. In case of any correction/addition/ alteration/ omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.</p>
Schedule-F	<p>Reference to General Condition of contract: -</p> <p>Name of work: Minor repairing and painting works to O/o E.E (Elect) room No-OC-5 at GMTD Office complex, Dimapur, Nagaland. Estimated cost of work: - Rs.- 36,139/- (Rupees Thirty-six Thousand One</p>	<p>Reference to General Condition of contract: -</p> <p>-----NO CHANGE-----</p>

<p>Hundred Thirty-nine) only. Earnest money: - - Rs.------(Rupees---)</p> <p>Performance Guarantee (5 % of the tendered value in form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender Rs 6 Lakhs) Rs.-- ------(Rupees-----)</p> <p>Security deposit</p> <p>(10 % of the tendered value for works with estimated cost put to tender upto 6 Lakhs) :- Rs.------(Rupees-----)</p> <p>(5 % of the tendered value in form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender Rs 6 Lakhs) :- Rs.------(Rupees-----)</p> <p>GENERAL RULES AND DIRECTIONS</p> <p>Officer inviting tender: - -----</p> <p>Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with the clause 12.2 & 12.3. -----</p> <p>Definitions: 2 (v) Engineer –in –Charge ----- 2 (viii) Accepting Authority ----- 2 (x) Percentage on cost of material and labour to cover all overheads and profits.. 2 (xi) Standard Schedule of Rates ----- 2 (xii) Department ----- 9 (ii) Standard B.S.N.L. contract form -----</p> <p>Clause 2 Authority for fixing compensation under clause 2 ----</p> <p>Clause 2A Whether Clause 2A shall be applicable— Yes/NO</p> <p>Clause 3A Does not exist</p> <p>Clause 5 i) Time allowed for execution of work --- ii) Authority to give fair and reasonable extension of time for completion of work -----</p> <p>Clause 6A Does not exist</p>	<p>GENERAL RULES AND DIRECTIONS</p> <p>-----NO CHANGE-----</p> <p>-----NO CHANGE-----</p> <p>Clause 2 -----NO CHANGE-----</p> <p>Clause 2A -----NO CHANGE-----</p> <p>Clause 3A Whether Clause 3A shall be applicable— Yes/NO--</p> <p>Clause 5 -----NO CHANGE-----</p> <p>Clause 6A Whether Clause 6A shall be applicable— Yes/NO—</p>
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	<p>Clause 7 Gross value of work done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payments. -----</p> <p>Clause 11 Specifications to be followed for execution of work –</p> <p>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). 12.1.2 (iii) Plus / minus the % over the rate entered in the Schedule of Rates. 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-----</p> <p>Clause 16 Competent authority for deciding reduced rates ---</p> <p>Clause 25 Competent Authority for conciliation -----</p>	<p>Clause 7 -----NO CHANGE-----</p> <p>Clause 11 -----NO CHANGE-----</p> <p>Clause 12 -----DELETED----- -----DELETED-----</p> <p>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 -----</p> <p>Clause 16 -----NO CHANGE-----</p> <p>Clause 25 -----DELETED-----</p>
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Clause 36(i)

- (a) Minimum qualifications & Experience required for Principal Technical Representative for Civil work with estimated cost put to tender.
- i) More than Rs. 5 Lakhs but less than Rs. 10 Lakhs for Civil works -- Recognized diploma Holder in Civil Engineering
 - ii) Rs. 10 lakhs and above but less than Rs. 60 lakhs -- Graduate Civil Engineer or Retired AE (Civil) possessing at least Recognised Diploma in Civil Engineering.
 - iii) Rs 60 lakhs and above -- Principal Technical Representative supported by requisite organization. The Principal Technical Representative shall be at least graduate Civil Engineer with Years of minimum experience of works or retired Executive Engineer (Civil) possessing at least recognized diploma in Civil Engineering.
- (b) Recovery to be effected from the contractor in event of not fulfilling the provision of Clause 36(1)- Rs. 4000/- P.M. for graduate Engineer & Rs 2000/- P.M. for Diploma holder.

Clause 42

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

Clause 36(i)

General guideline for fixing requirement of technical staff and rate of recovery in case of non-compliance, for a work, shall be as per the following table:

S.No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						figures	Words
1	*	*	*	*	*	*	*
2	*	*	*	*	*	*	*

* To be filled up by NIT approving authority as per latest provision of Appendix-18 of CPWD Works Manual.

Clause 42

-----NO CHANGE-----

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

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

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

Clause No.	Present Provision in the Clause	Modified Provision in the Clause
Clause-37(i)	Extent Of Service Tax payable by Contractor for Building And Construction Works. ----- No provision -----	Extent of Service Tax payable by Contractor for Building and Construction works: 50 % of total Service Tax, as per notification issued by Ministry of Finance, Govt. of India vide Notification No. 30/2012-Service Tax dated 20/06/2012.

Correction Slip No. 6

(To GCC for civil works-2006)

Clause No.	Present Provision	Proposed Provision
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>

SCHEDULE OF QUANTITY

It. No.	Description of Item	Qty	Unit	Rate (In Figure & words) (Rs.)	Amount (Rs.)
1	Painting of 40 M narrow base tower from top to bottom including bracings,platforms, landings,ladder, guard rails ,runway, antenna mounts etc. with superior quality weather resistant LUXOL High-Gloss synthetic enamel paint or equivalent (one or more coats) in INTERNATIONAL ORANGE and WHITE shade approved brand and manufacture in equal alternate layer to give an even shade including scrapping with steel brush to scrapp off the rust deposits on the steel members and a coat of zinc chromate yellow primer of approved brand and manufacture wherever necessary and checking and tightening of loose nut-bolts wherever required including scaffolding and taking all necessary precaution to protect the human life, life insurance coverage of labour etc.all complete as per direction of the Engineer-in-charge.	1.00	Each		

CONTRACTOR

SUB DIVISIONAL ENGINEER (Civil)