

16/NIT/EE(C)/BSNL/SG/2013-14  
**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)



**TENDER DOCUMENT**

**O/o THE EXECUTIVE ENGINEER (C)  
BSNL CIVIL DIVISION  
SRINAGAR**

Camp at 3-Tyagi Road Dehradun

**NAME OF WORK**

**Providing and fixing M.S. racks in Examination Hall of  
Administrative Block in H.N.B.G.U. Srinagar Garhwal (Uttarakhand).**

**Certified that this wax/tape sealed Tender Document contains 47 (Forty Seven)  
pages only including 02 (Two) pages of Schedule of Quantities including this  
cover page but excluding blank pages, if any. This copy of Tender Document is  
being issued to ..... (NAME OF TENDERER).**

**ACCOUNTS OFFICER  
BSNL CIVIL DIVISION,  
DEHRADUN**

NAME OF WORK: **Providing and fixing M.S. racks in Examination Hall of Administrative Block in H.N.B.G.U. Srinagar Garhwal (Uttarakhand).**

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## IMPORTANT INSTRUCTIONS TO ALL TENDERERS

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All tenderers should read the following important instructions carefully before actually quoting rates:

1. The **Standard Form (The General Conditions of Contract for Civil Works 2006** with upto date correction slips) will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by the both parties after acceptance of tender. The Standard Form shall be available in downloadable manner from website <http://www.uttranchal.bsnl.co.in>
2. The tenderer should read carefully & understand the Additional Conditions, Additional Specifications and Particular Specifications, Schedule of Quantity, drawings etc attached with the tender document before actually quoting rates for the work and those available in the web site <http://www.uttranchal.bsnl.co.in>.
3. Quoted rate shall deem to include cost of all materials, labour, operations, taxes and any other contingent item described in items, specifications etc. except otherwise specified specifically in the tender document.
4. The rate shall also deem to include cost of any other material, labour, operations etc. without which the work would not be satisfactorily complete even though such material, labour, operation would not have been specifically mentioned in specifications etc.
5. The schedule of items, estimated cost etc in this contract are based on CPWD DSR 2013 and Local Market.
6. The tenderers, who have downloaded the tender document from the website, should read the important instructions & declaration given in pages '7' & '8' carefully before submitting the tenders.

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## IMPORTANT INSTRUCTIONS TO TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEBSITE

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The tenderers who have downloaded the tenders from the web, should read the following important instructions carefully before actually quoting the rates & submitting the tender document:

1. The tenderer should see carefully & ensure that the complete tender document including schedule of quantity as per the index given on page '2' has been downloaded properly & there are **47 (Forty Seven)** pages in all in the tender document.
2. The printout of tender document should be taken on A-4 size paper only & the printer settings etc are such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.
3. The tenderer should ensure that no page in the downloaded tender document is missing.
4. The tenderer should ensure that all pages in the downloaded tender document are legible & clear & are printed on a good quality paper.
5. The tenderer should ensure that every page of the downloaded tender document is signed by tenderer with stamp (seal).
6. On page '1' of the downloaded tender document, the name of the tenderer should be filled by the tenderer.
7. The tenderer should ensure that the downloaded tender document is **properly bound and wax sealed** before submitting the same.
8. The loose / spiral bound tenders not properly sealed shall be rejected out-rightly.
9. In case of any correction(s)/addition(s)/alteration(s)/omission(s) in the tender document, it shall be treated as non-responsive and shall be rejected.
10. The tenderer shall furnish a declaration to this effect that no addition(s)/ deletion(s) /correction(s) have been made in the tender document submitted and it is identical to the tender document appearing on Website.
11. The tenderer should read carefully & sign the declaration given on page no. 5 before submitting the tender.
12. The cost of tender should be submitted separately in the envelope containing the EMD as detailed in NIT, otherwise the tender shall be treated as non responsive and shall not be opened.
13. In case of any doubt in the downloaded tender, the same should be got clarified from the o/o **EXECUTIVE ENGINEER (C), BSNL CIVIL DIVISION, SRINAGAR GARHWAL CAMP AT 3 TYAGI ROAD, DEHRADUN** before submitting the tender.

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**DECLARATION TO BE GIVEN BY THE TENDERERS**  
WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE WEBSITE

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It is to certify that:

1. I / We are submitting the tender in the proforma as downloaded directly from the website & there is no change in formatting, number of pages etc.
2. I / We are submitting tender document which is same/ identical as available on the website.
3. I / We have not made any modification / corrections / additions etc in the tender documents downloaded from web by me / us.
4. I / We have checked that no page is missing and all pages as per the index are available & that all pages of tender document submitted by us are clear & legible.
5. I / We have signed (with stamp) all the pages of the tender document before submitting the same.
6. I / We have wax/tape sealed the tender documents properly before submitting the same.
7. I / We have submitted the cost of tender separately along with the Earnest money as detailed in NIT.
8. I / We have read carefully & understood the important instructions to the all tenderers & to tenderers who have down loaded the tenders from the 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 there is difference in our downloaded tender document from the original, the tender / work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage whenever it is so noticed. I / WE will not claim any damages / compensation on this account.
11. In case, at any stage later, it is found there is difference in our downloaded tender documents from the original, I / We may also be debarred for further participation in the tender in the concerned BSNL Civil Zone & would also render me / us liable to be removed from the approved list of contractors of the Company.
12. If this declaration is no signed by the tenderer(s), in case of the Tender Document is downloaded from the website, the tender shall be treated as non responsive & shall not be opened.

**Dated** .....

**(TENDERER)**  
**(SIGN WITH SEAL)**

**BHARAT SANCHAR NIGAM LIMITED**

(Government of India Enterprise)  
(CIVIL WING)

**NOTICE INVITING TENDER**

Wax /Tape sealed Item rate tenders are invited on behalf of the BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible contractors of DOT/ BSNL Civil Wing and those of Uttarakhand State PWD (Building works only), DOP, CPWD, MES and Railways **having valid EPF registration & service tax registration** for the work of **Providing and fixing M.S. racks in Examination Hall of Administrative Block in H.N.B.G.U. Srinagar Garhwal (Uttarakhand).**

- 1.0 The Estimated Cost of work: **Rs.23,29,098/-** (Rupees Twenty Three Lac Twenty Nine Thousand Ninety Eight only).
- 1.1 Tender will be issued to eligible contractors provided they produce definite proof of their enlistment from the authority concerned **having valid EPF registration & service tax registration.**
- 1.2 **Work experience criteria for eligibility** for issue of tender documents for non BSNL registered contractors of public works organisations like CPWD, Uttarakhand State PWD (Building works only), DOP, MES and Railways only.
- 1.3 Tenderers, except those enlisted with BSNL Civil Wing, should produce proof from the appropriate authority, not below the rank of Executive Engineer, of having satisfactorily completed (during last SEVEN years ending last day of month previous to one in which application are invited) at least:
  - a) Three similar works costing more than 40% of the estimated cost rounded off to next multiple of Rs. One Thousand (i.e., **Rs.9,32,000/-**), or
  - b) Two similar works costing more than 50% of the estimated cost rounded off to next multiple of Rs. One Thousand (i.e., **Rs.11,65,000/-**), or
  - c) One similar works costing more than 80% of the estimated cost rounded off to next multiple of Rs. One Thousand (i.e., **Rs.18,64,000/-**)
- 1.3.2 The works done for Central Government / State Government / PSU shall only be considered for eligibility:
- 1.3.3 Similar work shall mean **Building works and/or steel fabrication work.**
2. Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL W-7/8, which is available as a **BSNL publication**. Tenderer shall quote his rates as per various terms and conditions contained in **The General Conditions of Contract for Civil Works 2006 with upto date correction slips** (available on web-site <http://www.uttaranchal.bsnl.co.in> and in the office of the officer inviting tender) duly superseded by additional conditions/ specifications attached with the **Tender Document** which shall form part of the agreement.
3. The time allowed for carrying out the work will be **03 (Three) Months**, from the **10<sup>th</sup>** day after the date of issue of letter of acceptance 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 the work is available.
5. The last date of receipt of applications for issue of tender forms (in prescribed format) which can also be downloaded from BSNL website <http://www.uttaranchal.bsnl.co.in/> and date of issue of tender forms will be as follows:
  - i) Last date of receipt of application **18/11/2013** up to 16:00 hours.
  - ii) Last date of issue of tender forms **19/11/2013** up to 16:00 hours.

6. Tender documents consisting of plans, specification, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of the contract to be complied with by the contractor whose tender may be accepted and other necessary documents, can either be downloaded from the BSNL web-site <http://www.uttaranchal.bsnl.co.in> ) or be seen in the **O/o EXECUTIVE ENGINEER (C), BSNL CIVIL Division, Srinagar Garhwal** between 11:00 Hours and 16:00 Hours from **02.11.2013 to 19.11.2013**. Every day except Sunday and public holidays. Tender documents, excluding standard form will be issued from this office, during the hours specified above on payment of the following:-

- (i) **Rs.500/- plus sales tax Rs.68/- (as applicable) as cost of tender (Non refundable) in cash or demand drafts/pay orders of a schedule bank drawn in favour of Accounts Officer, BSNL Civil Division, Dehradun.**
- (ii) **The tender shall be accompanied by Earnest money of Rs.46,582/- 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 the Accounts Officer, BSNL Civil Division, Dehradun. When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.**

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

7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be received by the **EXECUTIVE ENGINEER (C), BSNL CIVIL Division, Srinagar Garhwal** upto 15.00 Hrs. on **20.11.2013** and will be opened by him or his authorized representative in his office on the same day at 15.30 Hrs. After opening the main envelope 3, the envelope 1 containing the Earnest Money along with the cost of the tender as applicable and eligibility credentials shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers whose Earnest Money, cost of tender and eligibility is found in order. The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.

8. The description of the work is as follows: -

**Providing and fixing M.S. racks in Examination Hall of Administrative Block in H.N.B.G.U. Srinagar Garhwal (Uttarakhand).**

9.0 **Submission of tender** : -Tender shall be submitted in following manner:

9.1 **In case the tender document is down loaded form BSNL website.**

9.1.1 "Earnest money plus cost of Tender and eligibility credentials" shall be placed in sealed envelope-1. Marked "Earnest money plus cost of Tender and eligibility credentials".

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

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

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

- (i) Name of work
- (ii) Name of tenderer
- (iii) Last date of receipt of tender

9.2 **In case tender document is purchased from Division office.**

9.2.1: **Earnest Money deposit in required format or proof of payment of EMD (if paid in cash)** and copies of documents showing eligibility credentials to be placed in sealed envelope no.1

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

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

9.2.4 : same as 9.1.4

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

9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed (**wax sealed/adhesive tape sealed**). Loose/spiral bound submission (in case the tender is 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.

- 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 BSNL 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 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:
- (i) Member of Hindu Undivided family (UHF).
  - (ii) They are Husband and Wife.
  - (iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/ gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications.

All the intending tenderers will have to give a certificate that none of his/her such near relative (s) as defined above is/are working in the concerned BSNL Civil Zone where he is going to apply for tender/work. The format of the certificate is as under:-

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

The certificate in case of Proprietorship Firm shall be given by the proprietor; for Partnership Firm certificate shall be given by all partners and in case of Limited Company, by all Directors of the company. However, Government of India/Financial Institutions nominees and independent non-official part-time Directors appointed by Govt. of India or the Governor of the State are excluded from the purview of submission of this certificate while submitting tenders by Limited Companies.

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

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/State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
16. The tender for the work shall remain open for acceptance for a period of **60 (Sixty)** days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.



17. (A) In case of works having estimated cost upto and including Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled. In case of works of estimated to cost Rs.15, 00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.
- (B) Regarding Clause 17 of BSNL W-6 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 Lakh 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. .
18. This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 & 1A of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter of commencement of work 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: -
- The Notice Inviting Tender, all the documents including additional/special conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - Standard BSNL W-8 as on website <http://www.uttaranchal.bsnl.co.in>
  - Agreement signed on non-judicial stamp paper as per Performa 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 Account in such ECS/EFT facility providing Banks and that Bank A/c No shall be quoted in the tender by the tenderer.
  - 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.
  - 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.
  - The payments to contractors will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
20. First running account bill shall be paid only after
- signing of the Agreement/Contract by both the parties, and
  - progress chart has been prepared as required under Clause 5 and approved by the competent authority.
21. 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 with upto date correction slip are available on website <http://www.uttaranchal.bsnl.co.in> as well as in the Divisional/ Sub divisional 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/organisation.
24. If there happens to be holiday on any dates mentioned above then the transaction will be made on next working day.

**Executive Engineer (C)**  
**BSNL Civil Division,**  
**Srinagar Garhwal**  
**Camp at 3 Tyagi Road,Dehradun**

For & on behalf of the Bharat Sanchar Nigam Limited

**NIT No:** 16/NIT/EE(C)/BSNL/SG/2013-14**ABRIDGED FORM B S N L W-8**STATE UttarakhandCIRCLE: UttarakhandDIVISION: Srinagar Camp at 3Tyagi Road,DehradunZONE Uttarakhand Civil ZoneSUB-DIVISION: Srinagar-I**Item Rate Tender & Contract for Works**Tender for the work of:- **Providing and fixing M.S. racks in Examination Hall of Administrative Block in H.N.B.G.U. Srinagar Garhwal (Uttarakhand).**

- (i) To be submitted by **15.00** hours on **20.11.2013** to **EXECUTIVE ENGINEER (C), BSNL CIVIL Division, Srinagar Garhwal.**
- (ii) To be opened in presence of tenderer who may be present at **15:30** hours on **20.11.2013** in the office of **EXECUTIVE ENGINEER (C), BSNL CIVIL Division, Srinagar Garhwal.**

Issued to: \_\_\_\_\_  
(Contractor)

Signature of officer issuing the documents \_\_\_\_\_

Designation \_\_\_\_\_

Date of Issue \_\_\_\_\_

**T E N D E R**

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

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

I/ We agree to keep the tender open for **60** days from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/we withdraw my/our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

A sum of **Rs.46,582/- (Forty Six Thousand Five Hundred Eighty Two)** only, has been deposited in prescribed manner as earnest money. If I/We fail to commence the work specified I/We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of the Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

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

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there-from to any person other than a

person to whom I/We am/are 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 **Srinagar Garhwal** only." (Where the NIT/Tender has been issued)

Dated.....

Witness:

Address:

Occupation:

(\_\_\_\_\_) Signature of Contractor

Postal Address: -

\*\*\*\*\*

**ACCEPTANCE**

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

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

\_\_\_\_\_ )

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

- (a)
- (b)

**For & on behalf of the Bharat Sanchar Nigam Limited.**

Signature \_\_\_\_\_

Dated.....

Name and designation \_\_\_\_\_

## PERFORMA OF SCHEDULES

<b>SCHEDULE "A"</b>				
Schedule of Quantities (Enclosed)				
<b>SCHEDULE "B"</b>				
Schedule of Materials to be issued to the contractor				
S. No.	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
			NIL	
<b>SCHEDULE "C": Tools and Plants to be hired by the contractor</b>				
<b>DELETED</b>				
<b>SCHEDULE "D"</b>				
Extra schedule for specific requirements/documents for the work. If any.(Enclosed)				
1. Special conditions of contract.				
<b>SCHEDULE "E"</b>				
Schedule of component of Materials, Labour etc. for escalation.				
<b>CLAUSE 10 C DELETED</b>				
<b>SCHEDULE "F"</b>				
<b>Reference to General Conditions of Contract</b>				
Name of Work		<b>Providing and fixing M.S. racks in Examination Hall of Administrative Block in H.N.B.G.U. Srinagar Garhwal (Uttarakhand).</b>		
Estimated cost of Work		Rs.23,29,098/-		
Earnest Money		Rs.46,582/- (Forty Six Thousand Five Hundred Eighty Two) only		
Performance Guarantee (5% of the tendered value in the form of Bank Guarantee from Schedule bank in respect of work with estimated cost put to tender exceeding Rs15.0 Lakhs)		Rs. _____ (Rupees _____ only)		
Security Deposit @ 10 % of the tendered value (subject to a maximum of Rs.5 Lakhs) in respect of work with estimated cost put to tender up to Rs.15.0 Lakhs) and @ 5 % of the tendered value (subject to a maximum of Rs.2.5 Lakhs) in respect of work with estimated cost put to tender above Rs.15.0 Lakhs)		Rs. _____ (Rupees _____ only)		

**GENERAL RULES AND DIRECTIONS**

Officer inviting tender	EXECUTIVE ENGINEER (C), BSNL CIVIL Division, Srinagar Garhwal Camp at 3 Tyagi Road,Dehradun
Maximum percentage for quantity for quantity of items of work to be executed beyond which rates are to be determined in accordance with clause 12.2 & 12.3 of standard form.	50 %( Fifty Percent)
<b>Definitions:</b>	
<b>2(v)</b> Engineer-in-charge	EXECUTIVE ENGINEER (C), BSNL CIVIL Division, Srinagar Garhwal Camp at 3 Tyagi Road,Dehradun
<b>2(viii)</b> Accepting Authority	<b>Superintending</b> Engineer (Civil), BSNL Civil <b>Circle, Dehradun.</b>
<b>2(x)</b> Percentage on cost of material & labour to Cover all overheads and profit.	10% (Ten Percent)
<b>2(xi)</b> Standard Schedule of rates	<b>CPWD DSR_2013 &amp; Local Market Rates</b>
<b>9(ii)</b> Standard BSNL Contract from	BSNL form W-8 as modified and corrected up to date as on the date of opening of tender.
<b>Claus e 2</b> Authority for fixing compensation under clause 2	<b>i) Superintending Engineer (C), BSNL civil Circle, Dehradun.</b>
<b>Claus e 2A</b> Whether clause 2 A shall be applicable (only in case of works where tendered value is more than Rs. 10 lacs)	NO
<b>Clause 3</b>	
Whether Clause 3 A shall be applicable	No
<b>Clause 5</b>	
<b>i)</b> Time Allowed for completion of work	<b>03 (Three) Months</b>
<b>ii)</b> Authority to give fair & reasonable extension of time for completion of work.	EXECUTIVE ENGINEER (C), BSNL CIVIL Division, Srinagar Garhwal Camp at 3 Tyagi Road,Dehradun
<b>Clause 6 A</b>	
Whether Clause 6A shall be applicable	NO
<b>Claus e 7</b> Gross value of work to be done together with net payment/ adjustment of advances for materials collected, if any, since the last such Payment for being eligible to interim payment.	<b>Rs. 4,00,000.00</b>
<b>Clause 10</b>	
<b>(a)</b> CTD Bars	<b>As per BIS specifications for secondary producers</b>
<b>(b)</b> TMT Bars	<b>As per BIS specifications for secondary producers</b>
<b>Claus e 11</b> Specification to be followed for execution of work.	<b>CPWD Specification 2009 Vol. I &amp; II with up to date correction slips</b>
<b>Clause 12</b>	
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.	<b>50%</b>
<b>Clause 16</b>	
Competent authority for deciding reduced rates.	<b>Superintending Engineer (C), BSNL Civil Circle, Dehradun.</b>

<b>Clause 36(i)</b>	General guide lines 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.							
	Sl. 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	Graduate Engineer	Civil	Principal Technical Representative	Nil	1	10000/- PM	Ten Thousand Per Month
<b>OR</b>	Diploma Engineer	-do-	-do-	5	-do-	-do-	-do-	

**Clause 37 (i)**

Extent of **Service Tax** Payable by **Contractor** for Building and Construction Works.

**as per notification issued by Ministry of Finance, Govt. of India vide Notification No. 30/2012-Service Tax dated 20.06.2012.**

**Clause 42**

i) (a)	Schedule / statement for determining theoretical quantities of cement on the basis of <b>Delhi Schedule of Rates 2013 printed by CPWD.</b>	
ii)	<b>Variation permissible on theoretical quantities</b>	
a)	Cement for works with estimated costs put to tender	
	i) not more than Rs. 5 lakhs	<b>3 % minus</b>
	ii) more than 5 lakhs	<b>2 % minus</b>
b)	Steel reinforcement and structural steel sections for each diameter, section and category.	<b>2 % minus</b>

**Star Prices To Be Considered For Escalation And Recoveries**

Sl. No.	Description of Item	Rate in Figures and Words at which recovery shall be made from the contractor
1	Cement(OPC)	<b>Rs. 5280.00 per Metric Tonne</b>
2	Mild steel	-
3 (a)	Reinforcement Steel TMT.( secondary)	<b>Rs. 44993.00 per Metric Tonne</b>

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## GENERAL CONDITIONS OF CONTRACT

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- 1.0 The "Contract" shall, in general, be governed by the **BSNL General Conditions of Contract for Civil Works 2006 with upto date corrections.** (A BSNL publication, available in downloadable manner from website <http://www.uttaranchal.bsnl.co.in> consisting of:
- a) General Rules and Directions,
  - b) Conditions of Contract,
  - c) Various standard clauses with correction(s) up to the date stipulated in Schedule 'F' of Tender Document,
  - d) Safety Code,
  - e) Model Rules for the protection of Health and Sanitary arrangements for Workers employed by BSNL or its contractors,
  - f) Contractor's Labour Regulations,
  - g) Performa of Registers, and
  - h) List of Acts and omissions for which fines can be imposed.
  - i) Additional Conditions.
  - j) Additional Specifications,
  - k) Particular Specifications, and
- 2.0 However, all additions and modifications to the conditions as available in this tender document consisting of:
- a) Notice Inviting Tender (i.e., BSNL W-6),
  - b) BSNL W-8 (i.e., Item Rate Tender & Contract for Works),
  - c) Schedules "A" to "F",
  - d) Special condition of contract
  - e) Drawings and designs, if any and,
  - f) Including agreement/ guarantee bonds on non-judicial stamp paper and acceptance thereof together with any correspondence leading there to shall also form part of the contract.
- 3.0 The quoted rates for various items in the tender shall be inclusive of all the additional conditions/ specifications and particular specifications and for adherence to all these conditions and specifications, no extra payment shall be made to the contractor. Any infringement and/or breach of these specification and condition(s) etc. shall render the contractor liable to action(s) under various clauses of the contract and such action stipulated in conditions therein.
- 4.0 Wherever any reference to any Indian Standard (BIS) Specifications occurs in the documents relating to this contract, the same shall be inclusive of all up to date amendments or revisions.
- 5.0 Wherever "DSR" is referred to in the tender documents, it shall mean "CPWD Delhi Schedule of Rates 2013 with all up to date correction slips as on the date of opening of tenders".
- 6.0 **SERVICE TAX**-The tenderer shall keep the BSNL indemnified from liability towards service tax as service receiver under the agreement.

**EXECUTIVE ENGINEER (C)**  
BSNL Civil Division,  
Srinagar Garhwal  
Camp at 3 Tyagi Road, Dehradun

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**SPECIAL CONDITIONS FOR THE CONTRACT**

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The following special conditions shall be applicable in addition to all other conditions given in this tender form. However nothing extra shall be paid on these account unless otherwise mentioned.

1. All raw material to be used for fabrication shall be ISI and duly approved by the Engineer-in-Charge.
2. Sample of these material to be used for fabrication has to be provided free of cost.
3. The quoted rate will be inclusive of
  - i) All labour, material & T&P etc.
  - ii) All loading/unloading transportation, fixing to the site.
  - iii) Cost of Testing of material from approved/Govt. Laboratory.
4. The Contractor shall within 15 (Fifteen) days of issue of award letter prepare one sample "M.S. Rack" complete in all respect and intimate to the concerned Sub-Divisional Engineer & Engineer-in-charge. Only after approval of sample by competent authority construction of entire M.S. Rack be shall be started.
5. The work shall be treated as complete only after receiving the satisfactory completion certificate from client department.
6. Any defects during the execution of work or within maintenance period pointed out by the Engineer-in-Charge should have to be removed free of cost within reasonable time.

**EXECUTIVE ENGINEER (C)**



**Acknowledgement**

(to be given by the tenderer along with the tender form)

1) Details of Fabricators	Fabricator Name, Address, Phone No.
Name	
Address	
Contact No.	

**(Contractor)**

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

<p><b>CLAUSE 2. (COMPEN SATION FOR DELAY</b></p>	<p>If the contractor fails to maintain .....The decision of the aforesaid authority in writing shall be final and binding on the contractor. This will also to items or group of items for which separate period of completion has been specified.</p> <p>Compensation for delay of work</p> <p>@ 2.0 % Per month of delay to be computed on daily basis for the works having stipulated time of completion more than six months</p> <p>@ 1.0 % Per month of delay to be computed on daily basis for the works having stipulated time of completion more than six months.</p> <p>Provided always .....is originally given.</p> <p>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 exit.</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 to items or group of items for which separate period of completion has been specified.</p> <p>Compensation for delay of work</p> <p>@ 2.0 % Per month of delay to be computed on daily basis for the works having stipulated time of completion more than six months</p> <p>@ 1.0 % Per month of delay to be computed on daily basis for the works having stipulated time of completion from <b>three months to six months</b></p> <p><b>@ 1.5 % Per month of delay to be computed on daily basis for the works having stipulated time of completion upto three months</b></p> <p>Provided always .....is originally given.</p> <p>The amount ... other contract with the BSNL.</p> <p>In case, the contractor does not ..... However, no interest, whatsoever, shall be payable on such withheld amount</p> <p><b>The compensation for slow progress or non completion of work in stipulated time, at the rates spec final and out of purview of the clause 25.ified therein, is an “agreed compensation” under clause 2, which the contractor has to pay in case of default. Therefore, Engineer-in-Charge will recover the same at the rates mentioned above, if the progress of the work is slow or the work is not completed in stipulated time. In case the contractor feels aggrieved, he may appeal to the authority specified in Schedule „F” against such recovery, who has to take a balanced view of the delays on the part of the contractor, vis-à-vis the delays of the department and may uphold the recovery at the original rates or at reduced rates or completely waive off the same depending upon the merits of each case. In such cases the decision of the competent authority shall be final and out of purview of the clause 25.</b></p>
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<p><b>CLAUSE 3 (WHEN CONTRACT CAN BE DETERMINED)</b></p>	<p>If the contractor</p> <p>i) Having been ..... seven days thereafter; or,</p> <p>ii) has without ..... seven days from the Engineer-in-charge; or</p> <p>iii) persistently neglects to... Engineer-in-charge or;</p> <p>iv) fails to complete ..... Engineer-in-Charge; or</p> <p>v) being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order; or</p> <p>vi) commits any act/acts mentioned in Clause-21 thereof</p> <p>vii) fails to start the work within 1/8 th of stipulated time</p> <p>Dies not exit</p> <p>Dies not exit</p>	<p>If the contractor</p> <p>i) Having been ..... seven days thereafter; or,</p> <p>ii) has without ..... seven days from the Engineer-in-charge; or</p> <p>iii) persistently neglects to... Engineer-in-charge; or</p> <p>iv) fails to complete ..... Engineer-in-Charge; or</p> <p>v) <b>shall offer or give or agree to give to any person in Government/BSNL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having been done or forborne to do any act in relation to the obtaining or execution of this or any other contract for BSNL; or</b></p> <p>vi) <b>Shall enter in to a contract with BSNL connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge; or</b></p> <p>vii) <b>Shall obtain a contract with BSNL as a result of wrong tendering or other non-bonafide methods of competitive tendering; or</b></p> <p>viii) <b>Shall any time be adjudged insolvent or have are receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition ( other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or</b></p> <p>ix) being a company shall pass a resolution 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 or which entitles the court to make a winding order; or</p>
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<p>Does not exit.</p> <p>Does not exit.</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 claim for damage in respect of any breach of the Contract and in addition to any right or remedies under any of the provisions of the Contract or otherwise and whether the date for completion has or has not elapsed, shall by a notice in writing, shall have powers:-</p> <p>a) To determine or rescind the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Performance Guarantee, Earnest Money Deposit and security deposit already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.</p> <p>b) To measure up the work of the contractor, after giving notice to the contractor, and to take such balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work.</p> <p>The Engineer-in-charge shall on such determination or recession shall have powers to carry out such items of the work by any means at the risk and cost of the contractor. The Engineer- in-Charge shall determine the amount, if any, is recoverable from the contractor for the completion of such items of work. Any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (the certificate in writing of the Engineer-in-Charge for the amount which exceeds the amounts contracted for the unexecuted / imperfectly executed items shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the BSNL under the contract or on any other account whatsoever or from his Security Deposit and Performance Guarantee or the</p>	<p><b>x) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or</b></p> <p><b>xi) assigns, transfer, sublets (engagement 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</b></p> <p>THEN the Engineer-in-charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay or inferior the Contractor in respect of any breach of the Contract and in addition to any right or remedies under any of the provisions of the Contract or otherwise and whether the date for completion has or has not elapsed, shall by a notice in writing, shall have powers:-</p> <p>a) <b>To determine the contract</b> as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence). Upon such determination, the Performance Guarantee, Earnest Money Deposit and security already recovered under the contract shall be liable to be forfeited and shall be absolutely 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>Deleated</p>
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	<p>proceeds of sales thereof, or a sufficient part thereof as the case may be. If said available Performance Guarantee, Security Deposit and moneys are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary The Buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract. If the expenses incurred by the BSNL are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.</p> <p>In the event of above course(s) ..... to be paid the value so certified.</p> <p>The contractor, whose contract is determined or rescinded as above, shall be allowed to participate in the tendering process for the balance work if he so desired.</p>	<p>In the event of above course(s) ..... to be paid the value so certified.</p> <p>The contractor, whose contract is determined as above, <b>shall not be</b> allowed to participate in the tendering process for the balance work.</p>
<b>Clause 3A</b>	Does not exist	<p><b>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8<sup>th</sup> of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.</b></p>
<b>CLAUSE 6A Computerized Measurement Book</b>	Does not exist	<p><b>Engineer-in-Charge shall, except as otherwise provided, as certain and determine by measurement the</b></p> <p><b>All measurement of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of department so that a complete record is obtained of all the items of works performed under the contract.</b></p> <p><b>All such measurement and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in with consultation with Engineer-in-Charge or his authorized representative.</b></p>

After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to 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 the token of their acceptance.

The final, fair, computerized measurement given by the contractor, duly bound, with its pages machine numbered, should be 100% correct and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier department. Thereafter, the MB shall be taken MB cancelled by 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 office for payment. The contractor shall submit two spare copies of such computerized MBs for the purpose of reference and record by the various officers of the department.

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

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.

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 measurement Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

		<p>The contractor shall give not less than seven days" notice to the Engineer-in-Charge or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test 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 authorized 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><b>CLAUSE 10 B i)</b> <b>Secured Advance on Non-perishable Materials</b></p>	<p>The contractor on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work, 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</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</p>



	<p>under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.</p> <p>Such secured advance ..... glass, sand, petrol, diesel etc.</p>	<p>incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.</p> <p>Such secured advance ..... glass, sand, petrol, diesel etc.</p>
<p><b>CLAUSE 10 C : (Payment due to increase/decrease in prices/wages after receipt of tender for the work)</b></p>	<p>For the price of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 &amp; 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is <b>18 (Eighteen)</b> months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-</p> <p>i) The base date for ...s including extension, if any</p> <p>ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same.</p> <p>iii) Components of Cement, Reinforcement Steel,.....Engineer-in-Charge working out such percentage shall binding on the contractor.</p> <p>iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below:</p> <p><b>a) Adjustment for component of Cement</b> .....</p> <p><b>b) Adjustment for component of Reinforcement Steel</b> <math display="block">V_s = Q_s * SP_s * (SI - SI_0) / SI_0</math></p> <p><math>V_s</math> = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p>	<p>For the price of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 &amp; 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is <b>18 (Eighteen)</b> months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-</p> <p>i) The base date for ...s including extension, if any</p> <p>ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same.</p> <p>iii) Components of Cement, Reinforcement Steel,.....Engineer-in-Charge working out such percentage shall binding on the contractor.</p> <p>iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be</p> <p><b>a) Adjustment for component of Cement</b> (No Change)</p> <p><b>b) Adjustment for component of Reinforcement Steel</b> <math display="block">V_s = Q_s * SP_s * (SI - SI_0) / SI_0</math></p> <p><math>V_s</math> = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p>

<p><b>Q<sub>s</sub></b> = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or <b>actual quantity consumed whichever is less during the Quarter.</b></p> <p><b>SP<sub>s</sub></b> = Star price of Reinforcement Steel mentioned in Schedule F.</p> <p><b>SI</b>= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall minimum of the following:</p> <p>i) Index for the month when the last consignment of steel reinforcement for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p><b>SI<sub>o</sub></b> = All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>c) Adjustment for component of Galvanized steel</b></p> $V_t = Q_t * SP_t * \{0.85[(TI-TI_o)/TI_o]+0.15 [(ZI- ZI_o)/ZI_o]\}$ <p><b>V<sub>t</sub></b> = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>Q<sub>t</sub></b> = Quantity of Galvanized Steel brought site or used in works since previous bill (whichever is earlier).</p> <p><b>SP<sub>t</sub></b> = Star price of Galvanized Steel as mentioned in Schedule F [to be fixed by the concerned CE (C)].</p> <p><b>TI</b> = All India wholesale index for Tower steel material (Angles, channels and sections) for the period under consideration as published by the Economic Adviser to Government of India Ministry of Industry and Commerce.</p>	<p><b>Q<sub>s</sub></b> = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or <b>actual quantity consumed whichever is less during the Quarter.</b></p> <p><b>SP<sub>s</sub></b> = Star price of Reinforcement Steel mentioned in Schedule F.</p> <p><b>SI</b>= <b>All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.</b></p> <p><b>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</b></p> <p><b>SI<sub>o</sub></b> = All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>c) Adjustment for component of Galvanized steel</b></p> $V_t = Q_t * SP_t * \{0.85[(TI-TI_o)/TI_o]+0.15 [(ZI- ZI_o)/ZI_o]\}$ <p><b>V<sub>t</sub></b> = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>Q<sub>t</sub></b> = Quantity of Galvanized Steel brought site or used in works since previous bill (whichever is earlier).</p> <p><b>SP<sub>t</sub></b> = Star price of Galvanized Steel as mentioned in Schedule F [to be fixed by the concerned CE (C)].</p> <p><b>TI</b> = <b>All India wholesale index for Tower steel material (Angles, channels and sections) for the period under consideration as published by the Economic Adviser to Government of India Ministry of Industry and Commerce</b></p>
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<p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p><b>TI<sub>o</sub></b> = All India wholesale index for Tower steel material (Angles , channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>ZI</b> = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause-2, the same principle as for the period within stipulated period of completion, will apply.</p> <p><b>ZI<sub>o</sub></b> = All India wholesale index for Zinc as published by the Economic Adviser to Government of India Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>d) Adjustment for component of Other Materials</b></p> <p style="text-align: center;">(No Change)</p> <p><b>e) Adjustment for component of P.O.L.</b></p> <p style="text-align: center;">(No Change)</p>	<p><b>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</b></p> <p><b>ZI<sub>o</sub></b> = All India wholesale index for Zinc as published by the Economic Adviser to Government of India Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>d) Adjustment for component of Other Materials</b></p> <p style="text-align: center;">(No Change)</p> <p><b>e) Adjustment for component of P.O.L.</b></p> <p style="text-align: center;">(No Change)</p>
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<p><b>CLAUSE 10 CA</b></p>	<p>If after submission of the tender, the price of cement and/or reinforcement steel bars and/or galvanized steel (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clauses 10 thereof) increase(s)/ decreases beyond the price(s) prevailing at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under clause 5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) &amp; (c) of this clause shall be payable/ recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.</p> <p>The increase/decrease in prices ..... including extension if any and for the period under consideration.</p> <p>In case, price index of a particular material .....schedule-F shall be followed.</p> <p>The amount of contract ..... as per the formula given below for individual material:</p> <p>a) <b><u>Adjustment for component of Cement</u></b> (No Change)</p> <p>b) <b><u>Adjustment for component of Reinforcement Steel</u></b></p> <p><b><math>V_s = Q_s * SP_s * (SI - SI_0) / SI_0</math></b></p> <p><b>Vs:</b> Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p><b>Qs :</b> Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)</p> <p><b>SPs</b> Star price of Reinforcement Steel as mentioned in Schedule F</p> <p><b>SI=</b> All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last</p>	<p>If after submission of the tender, the price of cement and/or reinforcement steel bars and/or galvanized steel (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clauses 10 thereof) increase(s)/ decreases beyond the price(s) prevailing at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under clause 5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) &amp; (c) of this clause shall be payable/ recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.</p> <p>The increase/decrease in prices ..... including extension if any and for the period under consideration.</p> <p>In case, price index of a particular material .....schedule-F shall be followed.</p> <p>The amount of contract ..... as per the formula given below for individual material:</p> <p>a) <b><u>Adjustment for component of Cement</u></b> (No Change)</p> <p>b) <b><u>Adjustment for component of Reinforcement Steel</u></b></p> <p><b><math>V_s = Q_s * SP_s * (SI - SI_0) / SI_0</math></b></p> <p><b>Vs:</b> Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p><b>Qs :</b> Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)</p> <p><b>SPs</b> Star price of Reinforcement Steel as mentioned in Schedule F</p> <p><b>SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.</b></p>
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<p>consignment of steel reinforcement for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p><b>Slo</b> : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser Government of India, Ministry of Industry and Commerce, for the period under consideration and as valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>c) <u>Adjustment for component of Galvanized Steel</u></b></p> $V_t = Q_t * SP_t * \{0.85[(TI-TI_o)/TI_o] + 0.15[(ZI-ZI_o)/ZI_o]\}$ <p><b>V<sub>t</sub></b> = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>Q<sub>t</sub></b> = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p><b>SP<sub>t</sub></b> = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)].</p> <p><b>TI</b> = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p>	<p><b>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</b></p> <p><b>Slo</b> : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser Government of India, Ministry of Industry and Commerce, for the period under consideration and as valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>c) <u>Adjustment for component of Galvanized Steel</u></b></p> $V_t = Q_t * SP_t * \{0.85[(TI-TI_o)/TI_o] + 0.15[(ZI-ZI_o)/ZI_o]\}$ <p><b>V<sub>t</sub></b> = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>Q<sub>t</sub></b> = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p><b>SP<sub>t</sub></b> = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)].</p> <p><b>TI = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.</b></p> <p><b>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</b></p>
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	<p><b>TI<sub>o</sub></b> = All India wholesale index for Tower steel material (Angles, channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>ZI</b> = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p><b>ZI<sub>o</sub></b> = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p>	<p><b>TI<sub>o</sub></b> = All India wholesale index for Tower steel material (Angles, channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>ZI = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.</b></p> <p><b>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</b></p> <p><b>ZI<sub>o</sub></b> = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p>
<p><b>CLAUSE 12: (Deviation s, Variations Extent and Pricing)</b></p>	<p><b>12.1</b> The Engineer-in-Charge shall have power ..... except as hereafter provided.</p> <p><b>12.1.1</b> The time ..... requested by the contractor, as follows:</p> <p>(i) In the proportion .....I tendered value(+) plus</p> <p>(i) 25% of the time .....t authority under Clause-5.</p> <p><b>12.1.2</b> Rates for such altered, additional or substituted work shall be determined by the Engineer-in-Charge as follows:</p> <p>i) If the rate for altered, additional or substituted item of work is specified in the schedule of quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tender 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</p>	<p><b>12.1</b> The Engineer-in-Charge shall have power ..... except as hereafter provided.</p> <p><b>12.1.1</b> The time ..... requested by the contractor, as follows:</p> <p>(i) In the proportion .....I tendered value(+) plus</p> <p>(ii) 25% of the time .....t authority under Clause-5.</p> <p><b>To be deleted</b></p>

	<p>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> <p><b>12.2</b> In the case of contract items, substituted items, contract cum substituted items or additional items which individually exceeds the deviation limits laid down in Schedule 'F' the contractor shall within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limit provided that if the rate so claimed are in excess of the rates specified in the Schedule of Quantities of those derived in accordance with the provisions of sub-para (i) to (ii) of conditions 12.1.2 and the Engineer-in-Charge shall, after giving consideration to the analysis of the rates submitted by the contractor, determine the</p>	<p><b>12.2</b> In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may, within 15 days of receipt of the order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall, within one month of the receipt of the claim supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform, the Engineer-in-Charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such items shall be determined by the Engineer-in-Charge on the basis of market rate(s)</p>
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<p>rates on the basis of market rates and the contractor shall be paid in accordance with the stipulated rates so determined. In the event of the contractor failing to claim the revision of rates within the stipulated period, the Engineer-in-Charge shall make payment at the rates as specified in the Schedule of Quantities or those already determined under sub-paras (i) to (ii) of condition 12.1.2 for the quantities in excess of the deviation limit laid down in Schedule 'F'.</p> <p>Does not exist.</p> <p>Does not exist.</p> <p><b>12.3</b> All the provisions of the preceding paragraph i.e. Clause 12.2 shall also apply to the decrease in the rates of items for the work in excess of the deviation limit and the Engineer-in-Charge may after giving notice to the contractor and after taking into consideration any reply received from him, revise the rates for the work in question having regard to decrease in the market rates.</p>	<p>prevailing during that period.</p> <p><b>In case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned below:-</b></p> <p><b>12.2.1</b> If the marketrate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).</p> <p><b>12.2.2</b> If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).</p> <p><b>In the case of contract items, substituted items, contract cum substituted items which exceeds the limits laid down in Schedule „F“ the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rate so claimed are in excess of the rates specified in the Schedule of Quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the stipulated rates so determined for the quantities in excess of the deviation limit laid down in schedule-F.</b></p> <p><b>12.3</b> The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule „F“, and the Engineer-in- Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having</p>
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<p><b>12.4</b> The Engineer-in-Charge shall intimate to the contractor the sanctioned rates of items falling under the sub-clauses 12.1.2(i) to (ii) above within three months of written orders to carry out the work and in case item falling under sub-clauses 12.1.2 (iii) and clauses 12.2 within three months of intimation of rate claimed by the contractor. The reduced rates of items falling under clause 12.3 shall be intimated within three months of the receipt of order by the contractor. Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates or disputes in the rates fixed by the Engineer-in-Charge of the items falling under the above clauses.</p> <p>Does not exit.</p> <p><b>12.5</b> Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.</p>	<p><b>12.4</b> The contractor shall send to the Engineer-in-Charge once every three months, an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer may authorize consideration of such claims on merits.</p> <p><b>12.5</b> For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless &amp; otherwise defined in the contract:-</p> <p>i) For Buildings: All works upto 1.2 m above the ground level or upto floor 1 level whichever is lower.</p> <p>ii) For abutments, piers and well steining: All works upto 1.2 m above the bed level.</p> <p>iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and the other elevated structures: All works upto 1.2 meters above the ground level.</p> <p>iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works upto 1.2 metres above the ground levels.</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><b>12.6</b> Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates 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</p>
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<p><b>CLAUSE 25 Settlement of Disputes &amp; Arbitration</b></p>	<p>Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-</p> <p>(i) If the contractor considers that he entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the BSNL or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract, the contractor shall forthwith give notice in writing of his claim, in this behalf to the Engineer-in-Charge within 30 days from the date of disallowance thereof for which the contractor claims such additional payment or compensation or disputes the validity of any deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the BSNL be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Engineer-in-Charge in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claims not notified to the Engineer-in-Charge in writing in the manner and within the time aforesaid.</p> <p>(ii) The Engineer-in-Charge shall give his decision in writing on the claims notified by the contractor within 30 days of the receipt of the notice thereof. If the contractor is not satisfied with the decision of the Engineer-in-Charge, the contractor may within 15 days of the receipt of the decision of the Engineer-in-Charge submit his claims to the conciliating authority named in Schedule 'F' for conciliation alongwith all details and copies of correspondence exchanged between him and the Engineer-in-Charge.</p>	<p>Except where other wise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-</p> <p><b>(i) If the contractor considers that any work demanded of him to be outside the requirements of the contract, disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of contractor's letter.</b></p> <p><b>ii) If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if Nigam Limited in- charge of the work or if there be no Chief Engineer, to the Administrative Head of the Bharat Sanchar Nigam Limited for appointment of an arbitrator to adjudicate the notified claims failing which the said decision shall be final binding &amp; conclusive and not referable to adjudication by the arbitrator.</b></p>
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	<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 observation of the parties. He may reformulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on settlement of the dispute, they may draw up and sign a written settlement agreement. Parties may request the Conciliator to draw up or assist them in drawing up the settlement agreement. Such settlement agreement shall have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under section 30 of Arbitration and Conciliation Act 1996. If a settlement does not appear possible, the Conciliator, after consultation with the parties will give a written declaration that further efforts at Conciliation are no longer justified and the Conciliation Proceedings are terminated.</p> <p>(v) When conciliation proceedings have become infructuous 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</p>	<p><b>To be deleted</b></p> <p><b>To be deleted</b></p> <p><b>To be deleted</b></p> <p>(iii) Except where the decisions have become final, binding and conclusive in terms of <b>Sub para (ii) above, disputes or differences shall be referred for adjudication</b> through the arbitration by the Sole Arbitrator appointed by the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, the Administrative Head of the Bharat Sanchar Nigam Limited. It will also be no objection to any such appointment that the Arbitrator so appointed is a BSNL Employee and that he had to deal with the matters to which the Contract relates in the course of his duties as BSNL Employee. If the 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</p>
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	<p>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 then notice for appointment arbitrator.</p> <p>It is also a term ..... arbitration at all.</p> <p>The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration &amp; Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under 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>entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along-with the notice for appointment of arbitrator and <b>reference to the rejection by the Superintending Engineer of the appeal.</b></p> <p>It is also a term ..... arbitration at all.</p> <p><b>It is also a term of this contract that if contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and BSNL shall be discharged and released of all liabilities under the contract in respect of these claims.</b></p> <p>The <b>arbitration</b> shall be conducted in accordance with the provisions of the Arbitration &amp; Conciliation Act 1996 or any statutory modification or re- enactment thereof and the rules made there under 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>
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<p><b>CLAUSE 36</b> <b>Employment of Technical Staff and employees</b></p>	<p>Contractors Superintendence, Supervision, Technical Staff &amp; 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>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 his responsible agent. The principal technical representative and/or the contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in-Charge and/or at the site of work, as required, to take instructions. Instructions given to the Principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his responsible authorised agent shall be actually available at site atleast two working days every week, these days shall be determined in consultation with the Engineer-in-Charge as well as fully during important stages of execution of work, during recording measurement</p>	<p>Contractors Superintendence, Supervision, Technical Staff &amp; 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 <b>other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications</b> and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the Engineer-in-Charge shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from the Engineer-in-Charge and shall be available at site within fifteen days of start of the work.</p> <p><b>To be deleted.</b></p>
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	<p>of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and purpose of this clause are fulfilled satisfactorily</p> <p>If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provisions of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor 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>If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provisions of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor 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>
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<p><b>CLAUSE 37 Levy/ Taxes Payable by Contractor</b></p>	<p>i) Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect.</p> <p>ii) The contractor shall deposit ..... from local authorities.</p> <p>iii) If pursuant to or under any law, ..... as aforesaid from dues of the contractor.</p>	<p><b>i) 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.</b></p> <p>ii) The contractor shall deposit ..... from local authorities.</p> <p>iii) If pursuant to or under any law, ..... as aforesaid from dues of the contractor.</p>
<p><b>CLAUSE 38 Conditions for reimbursement of Levy/ Taxes, if levied after receipt of tenders</b></p>	<p>i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the constitution (46<sup>th</sup> 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><b>i) All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer ( whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</b></p> <p>ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of <b>BSNL</b> and/or the Engineer-in- Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.</p> <p>iii) The contractor shall, within a period of 30 days of the imposition of any such <b>further tax or levy or cess, give a</b> written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.</p>
<p><b><u>Conditions of BSNL W-6</u></b></p>		

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



	<p>Note: In case the eligibility credentials ..... contract or existing law</p> <p>9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. 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>Note: In case the eligibility credentials .....contract or existing law</p> <p>9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed (<b>wax sealed/adhesive tape sealed</b>). Loose/spiral bound submission (in case the tender is downloaded from website) shall be rejected out rightly. In case of any correction/addition/ alteration/ omission in tender document vis-à-vis tender document available on web site shall be treated as non-responsive and shall be summarily rejected.</p>
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**CORRECTION SLIP No. 5  
(TO GCC FOR CIVIL WORKS - 2006)**

Clause No.	Present provision in the clause	Modified provision in the clause
37(i)	<p>Sale Tax/Vat (except service tax), building and other construction workers Welfare Cess or ant other tax or Cess in respect of this contractor 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 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>Sale Tax/Vat (including service tax upto the extent mentioned in Schedule F), building and other construction workers Welfare Cess or ant other tax or Cess in respect of this contractor shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.</p>
38(ii)	<p>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 statute after the last stipulated date of receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such tax levies the contractor shall also reimbursed the amount so paid, provided such payment, 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>All tendered rates shall be inclusive of all taxes and levies [(including service tax upto 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 statute after the last stipulated date of receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such tax levies the contractor shall also reimbursed the amount so paid, provided such payment, 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>

**APPENDIX- XV****Notice for appointment of Arbitrator  
[Refer Clause 25]**

To

**The Chief Engineer  
BSNL Civil Zone**

.....

Dear Sir,

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

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

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

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

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

Yours faithfully,  
(Signatures)

Copy in duplicate to:  
1. The Executive Engineer,  
.....Division.

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

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

**WHEREAS**

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

**AND WHEREAS**

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

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

- In consideration of the payment to be made to the contractor for the work to be executed by him, the contractor hereby convenient with the BSNL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
- In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.
- The Contract is subject to the jurisdiction of Court at Dehradun only.”(Where the NIT/Tender has been issued)

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

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

Signed and delivered for and on behalf of BSNL

Signature and delivered for and on behalf of the contractor

**(BHARAT SANCHAR NIGAM LIMITED)**

OFFICIAL ADDRESS

Date  
Place

Date  
Place

**IN PRESENCE OF TWO WITNESSES**

SIGNATURE  
NAME  
SIGNATURE  
NAME

SIGNATURE  
NAME  
SIGNATURE  
NAME

**For Proprietary Concern**

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

**For Partnership Concern**

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

- Shri ..... s/o ..... and
- Shri ..... s/o ..... etc.

**For Companies**

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

**FORM OF PERFORMANCE SECURITY****BANK GUARANTEE BOND**

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

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

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

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

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

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

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

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

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

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

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

for \_\_\_\_\_

(Indicate the name of Bank)

\*\*\*\*\*

**ANNEXURE –(i)****AFFIDAVIT**

I/We have submitted a bank guarantee for the work \_\_\_\_\_ (Name of Work), Agreement No. \_\_\_\_\_ Dated: \_\_\_\_\_ from \_\_\_\_\_ (Name of the Division) with a view to seek exemption from payment of performance guarantee in cash. This Bank guarantee expires on \_\_\_\_\_.

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

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

**(Deponent)**

Signature of Contractor

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

## SCHEDULE OF QUANTITIES

Name of Work: **Providing and fixing M.S. racks in Examination Hall of Administrative Block in H.N.B.G.U. Srinagar Garhwal (Uttarakhand).**

Earnest Money: **Rs. 46,582/-**

Time of Completion: **03 (Three) Months**

Item No.	Description of Item .	Quantity	Unit	Rate (Rs.) (In words & Figure)	Amount (Rs.)
1	Providing and fixing ISI : 12817 marked stainless steel butt hinges with stainless steel screws etc complete :				
a)	100 x 58 x 1.90 mm.	492.00	Each		
2	Providing and fixing ISI marked oxidised M.S. sliding door bolts with nuts and screws etc. complete.				
a)	250X16mm	82.00	Each		
3	Providing and fixing ISI marked oxidised M.S. tower bolts black finish, (Barrel Type) with necessary screws etc. complete.				
a)	100X10mm	82.00	Each		
4	Providing and fixing ISI marked oxidised M.S. handles conforming to IS: 4992 with necessary screws etc. complete.				
a)	100mm	164.00	Each		
5	Providing and Fixing Steel work in built up tubular (round, square or rectangular hollow tubes etc) trusses including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc complete :				
a)	Hot finished seamless type tubes.	3000.00	One Kilogram		
6	Providing and Fixing Steel work welded in built up sections / framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc as required :				
a)	In gratings, frames, guard bar ladder, railings, brackets, gates and similar works.	14000.00	One Kilogram		
b)	Extra for providing and fixing 1.00 mm thick M.S. sheet in racks.	9300.00	One Kilogram		

Sign of Tenderer Cor.->      O.W.->      Om.->      Add>      Sign of A.E/A.O      Sign of E.E.

Item No.	Description of Item .	Quantity	Unit	Rate (Rs.) (In words & Figure)	Amount (Rs.)
7	Painting two or more coat by pressure spraying machine with Hemedon paint of approved brand and colour to give an even shade including fillers with putty, scrubbing and carrying of spraying machine with all necessary required T&P's at site etc. all complete as per direction of Engineer-in-charge.				
a)	Two or more coats in New Work.	2000.00	One Square Metre		

Executive Engineer (C)  
BSNL Civil Division  
Srinagar Garhwal  
Camp at 3 Tyagi Road, Dehradun

Sign of Tenderer Cor.->	O.W.->	Om.->	Add>	Sign of A.E/A.O	Sign of E.E.
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