

**(BHARAT SANCHAR NIGAM LIMITED (NOTICE INVITING TENDER)  
(CIVIL WING)**

Sl. No.	Name of work	Estimated cost.(Rs.)	EMD (Rs).	Time	NIT No.
01	Construction of Open surface drain from back side of S/Q to Municipal drain at Sundergarh	33,873.00	677.00	15(Fifteen) Days	NIT ID No: 214-14 -19-02 Dated 18.06.2019

A/A & E/S Reference	ARMO
T/S No.	<b>TCSDR/I(96)/73 DATED 18.06.2019</b>

Tender paper cost (Non refundable)	<b>Rs.177.00</b>	
Last Date of receipt of application :-	<b>26.06.2019</b>	(Up to 04.00 PM)
Last Date of tender paper sale :-	<b>27.06.2019</b>	(Up to 04.00 PM)
Last Date of tender paper receipt :-	<b>28.06.2019</b>	(up to 3.00PM)
Date of opening :	<b>28.06.2019</b>	(after 3.30 PM)

**Sub-Divisional Engineer(C )  
BSNL Civil Sub-Division,  
Doorsanchar Bhawan,3<sup>rd</sup> floor,  
Rourkela-769001**

**BHARAT SANCHAR NIGAM LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)  
**OFFICE OF THE SUB-DIVISIONAL ENGINEER (CIVIL),**  
**BSNL CIVIL SUB-DIVISION, Rourkela, PH: 0661-2600454**

**NOTICE INVITING TENDER**

**NIT ID No: 214-14 -19-02 Dated 18.06.2019**

- 1.0 The Sub-Divisional Engineer(Civil), BSNL Civil Sub-Division, Door Sanchar Bhawan, 3<sup>rd</sup>.floor, Rourkela invites for and on behalf of Bharat Sanchar Nigam Limited for wax sealed item rate tender / e-tender, on behalf of B.S.N.L., for the following work(s) from eligible contractors from the approved list of BSNL, DOT, DOP, CPWD, MES, Railways, Local PWD( Building) & other allied departments of State PWD, which are eligible to tender in the respective state PWD Building works for the Civil wing works. The Central Govt. / State Government undertakings shall also be eligible for tendering. In case of Non-BSNL contractors, registered with any of the above said departments, only those are allowed who have been authorized to tender in Orissa state by their enlisting authority:

Sl. No.	Name of Work	Estimated cost.(Rs)	Earnest Money (Rs)	Time Allowed for completion
✓ 01	Construction of Open surface drain from back side of S/Q to Municipal drain at Sundergarh	33,873.00	677.00	15(Fifteen) Days.
02	Repairing and replacement of Old damaged sanitary line of IQ suit 1,2,3, & 5 in E-10B Campus Rourkela.	51,139.00	1023.00	1 (One) month

- 1.1 The contractors shall submit attested copy of valid registration certificate with the appropriate authority, list of works successfully completed and attested copies of certificates/ testimonials from the Department concerned obtained from an officer not below the rank of Executive Engineer-in-charge of the work, while applying for issue of tender papers in the prescribed format for the work either obtained from the office of Executive Engineer(C), BSNL Civil Division Sambalpur or by downloading from the website [www.orissa.bsnl.co.in/](http://www.orissa.bsnl.co.in/) . The Contractor shall have valid registration certificate with EPF authorities, if required as per note below, while applying for participation in tender.

Rules of enlistment of Contractor in BSNL 2009 are applicable.

**Note: For works having estimated cost above Rs 5.00 Lakhs, the agency is mandatorily required to have registration with EPF authorities.**

- 1.2 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority. For BSNL enlisted contractors no experience is required.
- 1.2.1 Criteria of eligibility for issue of tender documents for non-BSNL registered contractors of Public works organizations like CPWD, State PWD (B&R), DOP, MES , Railways is:-
- 1.2.1.1 For works up to Rs. 7 Lakhs - Nil
- 1.2.1.2 For works above 7 lakhs and upto Rs. 5 Cr. the applicant should have successfully completed similar works as per details below during the last seven years ending last day of the month previous to one in which the tenders are invited:
- a) Three similar completed works costing not less than the amount equal to 40 % of the estimated cost.

- b) Two similar completed works costing not less than the amount equal to 50 % of the estimated cost.  
Or  
c) One similar completed work costing not less than the amount equal to 80 % of the estimated cost.

#### **“SIMILAR WORKS”**

Shall mean construction of Admin / Tech buildings & staff qtrs in RCC frame construction and / or load bearing construction including related sanitary / water supply installation works, road works, compound walls, Construction of Tower foundations / Tower Foundations with Tower Erection, Additions / Alterations / Repairs to Buildings and environmental works executed in Central Govt / State Govt. / Public sector undertakings will be considered as similar works.

- 2.0 Agreement shall be drawn with the successful tenderer on the prescribed Form No. BSNL W-7/8, which is available as a BSNL Publication/BSNL Web site [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in). Tenderer shall quote his rates as per various terms and conditions of the said form, **(In case “Tender Documents” are downloaded from BSNL Website in which rates / percentage are to be quoted should be properly bound and wax sealed)** which will form part of the agreement.
- 3.0 The time allowed for carrying out the work will be **As per Para-1** from the 7<sup>th</sup> day after the date of issue of letter of award of work or from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
- 4.0 The site for the work is available - **YES**  
OR  
The site for the work shall be made available in parts as specified below:- N.A.
- 5.0 The last date of receipt of applications for issue of tender forms (In prescribed format / can also be downloaded from BSNL Website [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in)) and date of issue of tender forms will be as follows:
- I) Last date of receipt of application: **26.06.2019 up to 16.00 Hrs**  
II) Last date of issue of tender forms: **27.06.2019 up to 16.00 Hrs.**
- (i) Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL website [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in).
- (ii) **Rs. 177/- (Rupees One hundred and Seventy Seven)** only (including 18 % GST) as cost of tender paper (**Non refundable**) in demand draft/pay orders of a any Nationalized scheduled bank only drawn in favour of **“Accounts Officer (Cash) ,BSNL, Office of GMTD, Samabpur” and payable at Sambalpur .**
- (iii) and
- (iv) **Earnest Money of as per Para-1** in Banker’s cheque/ deposit at call receipt of a scheduled bank/ Fixed deposit receipt of a Scheduled Bank/ Demand Draft of a Scheduled Bank issued in favour of **Accounts Officer(Cash), BSNL O/O GMTD, Samabpur and payable at Sambalpur only**. When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakhs) or Rs. 25 lakh, whichever is less, will have to be deposited in the

shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.

- (v) The tender shall be accompanied by Earnest Money along with the cost of tender, if not paid earlier, as in the case of downloaded tender from website in the form as detailed at sub Para (ii) above.

**Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money.**

- 6.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at Para 9 below, will be **received by** the office of Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division, Door Sanchar Bhawan, Rourkela up to **15.00 Hrs. on dated 28.06.2019** and will be **opened** by him or his authorized representative in his office on the **same day at 15.30 Hrs.** After opening the main envelope 3, the envelope 1 containing the Earnest Money along with the cost of the tender as applicable and eligibility credentials shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers, whose Earnest Money: cost of tender and eligibility is found in order. The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.
- 7.0 The description of the work is as follows:  
"As per para-1."
- 8.0 **Submission of Tender:**  
Tender shall be submitted in following manner:-
- 9.1 In case the tender document is downloaded from BSNL website
- 9.1.1 "Earnest money plus cost of tender and eligibility credentials" shall be placed in sealed envelope-1 marked "Earnest Money plus cost of tender and eligibility credentials".
- 9.1.2 The "Tender" shall be placed in sealed envelope-2 and will be super scribed as "Tender".
- 9.1.3 The sealed envelope no. 1 & 2 as above containing "Earnest money plus cost of tender, Eligibility Credentials", and the "Tender" shall be placed in another sealed envelope-3.
- 9.1.4 All the three envelopes shall be superscripted with following data on it.
- (i) Name of work.
- (ii) Name of the Tenderer
- (iii) Last date of receipt of tender.
- 9.2 **In case Tender document is purchased from Div/ Sub-Div office.**
- 9.2.1 Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1.
- 9.2.2 Envelope no. 2 will be as per Para 9.1.2.
- 9.2.3 The sealed envelopes 1 & 2 shall be placed in another sealed envelope no. 3.
- 9.2.4 All the three envelopes shall be superscripted with following data on it.
- (i) Name of work.
- (ii) Name of the Tenderer
- (iii) Last date of receipt of tender.
- Note:** In case eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law.
- 9.3 The tender in which rates/ percentage are to be quoted should be properly bound and wax sealed. Loose/ Spiral bound submission (in case the tender is downloaded from website) shall be rejected out rightly. In case of any correction/ addition/ alteration/ omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.
- 10.0 Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above-mentioned officer.

- 10.0.1 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 and 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.
- 11.0 The competent authority on behalf of Bharat Sanchar Nigam Limited does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
- 12.0 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders, submitted by the contractors, who resort to canvassing, will be liable to rejection.
- 13.0 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.
- 14.0 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative(s) for this purpose is/are defined as:
- (i) Member of Hindu Undivided family (HUF).
  - (ii) They are Husband and Wife.
  - (iii) The one is related to other in the manner as father, mother, son(s) and 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 of BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.
- 15.0 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India/ State Government or PSU's is allowed to work as a contractor for a period of 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.
- 16.0 The tender for the work shall remain open for acceptance for a period of **30 (Thirty)** days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/ intent, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 17.0 In case of works having estimated cost below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled.
- In case of works of estimated to cost Rs. 15, 00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.
- 18.0 This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of successful tenderer/ contractor. After submission of performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/ Contractor shall, within 30 days from such date, formally sign the agreement consisting of:
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - b) Standard BSNL W-7/8 as on website [www.civil.bsnl.co.in](http://www.civil.bsnl.co.in)
  - c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
- 19.0 Payment to the contractors shall be made through e-payment System like ECS & EFT as detailed below:
- a) In Cities/ areas where ECS/ EFT facility is provided by Banks, the tenderer must have Account in such ECS/ EFT facility providing Banks and that Bank Account No. shall be quoted in the tender by the tenderer.

- b) The cost of ECS/ EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having Bank Account in the same place from where the payment is made by the BSNL unit.
- c) In case payment is made to outside Branch i.e. tenderer is having Bank Account not in the same place from where the payment is made by the BSNL unit, the crediting cost will have to be borne by the tenderer only.
- d) The payments to contractors will compulsorily be made through ECS/ EFT in respect of all contracts where the value of the contract is more than Rs. 10 Lakhs.
- 20.0 First running account bill shall be paid only after:
- a) Signing of the Agreement/ Contract by both the parties and.
- b) Progress part has been prepared as required under clause 5 and approved by the competent authority.
- 21.0 If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred further purchase of tenders for a period of Six Months.
- 22.0 General conditions and contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website [www.civil.bsnl.co.in](http://www.civil.bsnl.co.in) as well as in the Divisional/ Sub Divisional office.
- 23.0 The tender 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 downloaded tender shall be signed by the tenderer with stamp (Seal) of his firm/ organization
- 24.0. Payment to the contractor shall be released on receipt of the allotment from the competent Authority and no claim whatsoever for delay if any shall be entertained & no force should be applied by agency either by him/ them or through higher authority to JTO/SDE(C) for preparation of bills due to shortage staff.
- 25.0. As per rules applicable as on last date of submission of tender. The rate shall be inclusive of the GST liable to be paid by the contractor.

**Sd/**  
Sub-Divisional Engineer (Civil),  
BSNL Civil Sub-Division,  
Rourkela  
For and on behalf of the Bharat Sanchar Nigam Limited

**No: TCSDR/I (4)/NIT/ 74**

**Dated: - 18.06.2019**

Copy to: - For display on Notice board for wide publicity:

1. The General Manager Telecom, BSNL SSA, Rourkela
2. The Chief Engineer(C), BSNL Orissa Zone, Bhubaneswar
3. The Superintending Engineer(C), BSNL Civil Circle, Sambalpur
4. The Executive Engineer(C), BSNL Civil Division, Sambalpur,
6. The Executive Engineer(C), PWD (R&B) Division, Rourkela
7. The Vigilance Officer, O/o the C.G.M.T., Bhubaneswar.
8. Notice Board

Sub-Divisional Engineer (Civil),  
BSNL Civil Sub-Division, RKL.



**BHARAT SANCHAR NIGAM LIMITED**

# TENDER DOCUMENT

**NIT ID No: 214-14 -19-02 Dated 18.06.2019**

Name of Work:-**Construction of Open surface drain from back side of S/Q to Municipal drain at Sundergarh**

Issued to:-.....

Signatures of officer issuing document:-  
.....

Designation:-.....

Date of Issue.....

BSNL Civil Sub-Division,  
Rourkela.



**IMPORTANT INSTRUCTIONS TO TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM  
WEB OR ISSUED FROM BSNL OFFICE.**

The tenderers who have down loaded the tenders from the web, should read the following important instructions carefully before actually quoting the rates and submitting the tender documents:

1. The tenderer should see carefully and ensure that the **complete tender document** including schedule of quantity as **per the index** given on page '2' has been down loaded and there are **48 pages** in all in the tender document.
2. **The printout of tender document should be taken on 12" paper only and the printer settings etc are such that document is printed as appearing in the web and there is no change in formatting, number of pages etc.**
3. The tenderer should ensure that **no page** in the down loaded tender document is **missing**.
4. The tenderer should ensure that all pages in the down loaded tender document are **legible and clear** and are printed on a good quality paper.
5. The tenderer should ensure that **every page** of the downloaded tender document is **signed by tenderer with stamp (seal)**.
6. On **Page 2 (Index page)** of the down loaded tender document, the tenderer should fill the name of the tenderer.
7. The tenderer should ensure that the down loaded tender document is **properly bound and wax sealed** before submitting the same.
8. The loose / spiral bound tenders not properly wax sealed shall be rejected out-rightly.
9. In case of any correction/addition/alteration/omission in the tender document, it shall be treated as non-responsive and shall be rejected.
10. The tenderer shall furnish a declaration to this effect that no addition/ deletion/corrections have been made in the tender document submitted and it is identical to the tender document appearing on Web site.
11. The tenderer should read carefully read and sign the declaration given on the next page and the important note on Page 19 before submitting the tender. Payment shall be made subject to fund available with the BSNL department. No claim should be entrained for payment.
12. The **cost of tender (if not paid earlier)** should be submitted along with the EMD as detailed in NIT.
13. In case of any doubt in the down loaded tender, the same should be got clarified from the office of the **Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division, Rourkela** before submitting the tender.
14. **the tendere rates shall be inclusive of all taxes and levies payable under respective statutes, if any applicable, will be reimbursed to the Contractor by the Engineer-in-charge on satisfying himself that the contractor has actually, genuinely and validly paid the tax. Tenderers who are liable to pay GST shall have valid registration with concerned department for service appropriate to this tender.**

**CONTRACTOR**

**Sub-Divisional Engineer (Civil)**

**TENDER APPLICATION FORM**

To,

The Sub-Divisional Engineer(C),  
BSNL Civil Sub-Division,  
Rourkela

**Sub: N/W:- Construction of Open surface drain from back side of S/Q to Municipal drain at Sundergarh**

**NIT ID No: 214-14 -19-02 Dated 18.06.2019**

I/We am/are registered with ----- (Name of the Department) as Class-..... Contractor / contractors as per details given below:-

Name of Department	Name of Registration authority	Class of Registration	Type of Registration Building/ Road/ track other.	Validity up to	Tender limit	Work Jurisdiction of enlistment	Enlistment No. & Date.

- 2) I shall inform BSNL myself/ourselves, as soon as my/our registration is cancelled / revoked or there is any change in status/partnership/address etc. in my registration.
- 3) The attested copy of partnership deed is enclosed.
- 4) I/we will produce the original documents of all the attested copies submitted herewith, whenever required by the department.
- 5) I..... Son/Daughter of ..... resident of.....hereby certify that none of my/our relative(s), as defined in para-14 of BSNLW-6, is/are employed in BSNL Civil Jharkhand zone. Incase at any stage , it is found that information given by me/us is false/incorrect, BSNL shall have absolute liberty to take any decision as deemed fit without prior intimation to me/us.[ incase it is not so then give full details indicating name, post, place pf posting and Relation with the tenderer/applicant].
6. I/We request that permission may be granted to me / us for the purchase of tender document for the work of.....

**Signatures of the authorized Applicant  
and Seal of Applicant**

Or

**(For contractors who have downloaded the documents)**

This Application form duly filled-in is submitted in envelope "1" to enable you to satisfy about my/our eligibility for opening of my/our Earnest money/Tender documents, envelopes.

I/we am/are enclosing the declaration (Annexure - I) attested copies of enlistment certificate, partnership deed, pan card and work experience Certificates.

Encls:

1. Declaration (Annexure - I)
2. Attested Copy of enlistment certificate.
3. Attested copy of Partnership deed
4. Attested Photocopy of PAN Card
5. Attested copy of work experience.

Yours faithfully

**Signatures and name of the Contractor**

**Dated :**

**Address :**

**Telephone No :**

**E-mail Address :**

**Important directions for applicants :**

- (i) No space should be left blank.
- (ii) All enclosures listed above must be enclosed.

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## DECLARATION

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

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It is to certify that

- 1) I / We have submitted the tenders in the proforma as **downloaded directly from the website and there is no change in formatting, number of pages etc.**
- 2) I / We have submitted tender documents which **are same / identical** as available in 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 and that all pages of tender document submitted by us are **clear and legible**.
- 5) I / we have **signed (with stamp) all the pages** of the tender document before submitting the same.
- 6) I / We have **sealed** the tender documents properly before submitting the same.
- 7) I / We have submitted the **cost of tender (if not paid earlier)** along with the EMD.
- 8) I have read carefully and understood the important instructions to the all tenderers and to tenderers who have downloaded the tenders from the web.
- 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 documents 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. The department will not pay any damages to me / us 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 and would also render me / us liable to be removed from the approved list of contractors of the Department.
- 12) I have read the instruction no.14 of page no. 3 and have quoted item rates inclusive of all taxes & i/c GST.

Dated .....

**(CONTRACTOR)**

**(SIGN WITH SEAL)**

**IMPRTANT NOTE FOR TENDERERS FOR QUOTING RATES**

THE QUOTED RATES INCLUSIVE OF ENTIRE GST EITHER PAYABLE THROUGH BSNL OR DIRECTLY BY THE CONTRACTOR .NOTHING EXTRA SHALL BE PAID TO THE CONTRACTOR FOR GST.

Signature of the tenderer.....

Name of the Tenderer.....

Seal of the Tenderer.....

Sub-Divisional Engineer (Civil),  
BSNL Civil Sub-Division,  
Rourkela

**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)

STATE	Orissa	CIRCLE	BSNL Civil Circle Sambalpur
ZONE	BSNL Civil Orissa	DIVISION	BSNL Civil Division Sambalpur
		SUB-DIVISION	BSNL Civil Sub-Division, Rourkela.

**Item Rate Tender and Contract for Works: Construction of Open surface drain from back side of S/Q to Municipal drain at Sundergarh**

(i) To be submitted by **1500** hours on dated **28.06.2019** to Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division, Rourkelal.

a. To be opened in presence of tenderer who may be present at **1530** hours on dated **28.06.2019** in the office of the **Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division, Rourkela**

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

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

Designation: \_\_\_\_\_

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

**TENDER**

I/We have read and examined Notice Inviting Tender, Schedule A, B, C, D, E and F. Specifications applicable, Drawings and Design, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate and other documents and Rules referred to in the Conditions of Contract and all other contents in the Tender Document for the work.

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

I/We agree to keep the tender open for **30(Thirty) days** from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/We withdraw my/ our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to BSNL shall without prejudice to right of remedy, be at liberty to forfeit 50 % of the said earnest money as aforesaid.

A sum of Rs.....(Rupees .....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, up to 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 authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

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

"I/We agree that this contract is subject to jurisdiction of court at ..... Only." (Where the NIT/ Tender has been issued). The information in respect of works in hand is as per proforma enclosed.  
Dated.....

Witness: (.....)

Signature of Contractor:

Address:

Postal Address:

Occupation:

\*\*\*\*\*

#### 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) NIT Part I, The notice inviting tender, all the documents including additional conditions, specifications and drawings if any, forming tender (NIT part – I) as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard B.S.N.L. W.-7/8 as on website [www.civil.bsnl.co.in](http://www.civil.bsnl.co.in) and as available with the office as standard publication as (NIT Part – II)
- c) Agreement signed on non-judicial paper as per Performa annexed to the tender document. (Cost of non-judicial stamp paper to be borne by the successful contractor.)

For & on behalf of the Bharat Sanchar Nigam Limited

Sub-Divisional Engineer (Civil)  
BSNL Civil Sub-Division,  
Rourkela

**PROFORMA OF SCHEDULES**

**SCHEDULE "A"**

"Schedule of Quantities (as per PWD-3)" - **Enclosed**

**SCHEDULE "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**

**All materials required for execution of the work shall have to be arranged by the Contractor at his own risk and cost**

**SCHEDULE "C"**

**Tools and Plants to be hired by the contractor.**

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

**DELETED**

**SCHEDULE "D"**

"Extra schedule for specific requirement/ documents for the work. If any" - **N/A (DELETED)**

**SCHEDULE "E"**

Schedule of component of Materials, Labour etc for escalation: - **NO ESCALATION ON MATERIAL AND LABOUR etc. IS PAYABLE FOR THIS WORK.**

**CLAUSE 10 C**

Component of Materials expressed as percent of Total Value of Work	<b>"X"</b>	<b>75 %</b>
Component of Labour expressed as percent of Total Value of Work	<b>"Y"</b>	<b>25 %</b>
Component of POL expressed as percent of Total value of Work	<b>"Z"</b>	<b>0%</b>

**SCHEDULE "F"**

**Reference to General Conditions of Contract**

<b>Name of Work</b>	<b>Construction of Open surface drain from back side of S/Q to Municipal drain at Sundergarh</b>
<b>Estimated cost of Work</b>	<b><u>Rs. 33873./-(Rupees Thuirty three thousand Eight hundred seventy three) only.</u></b>
Earnest Money (As Para 6 of BSNL W-6)	<b><u>Rs.677/- (Rupees six hundred seventy seven) only</u></b>

<b>Performance Guarantee</b> (5% of the tendered value in the form of Bank Guarantee from	Rs. *****./- (Rupees...***** ) only
--	-------------------------------------



Schedule Bank in respect of works with Estimated cost put to tender exceeding Rs. 15 Lakhs)		
<b>Security Deposit</b> (10% of the tendered value for works with Estimated Cost put to tender up to Rs. 15 Lakhs) (5% of the tendered value in the form of Bank Guarantee from Schedule Bank in respect of works with Estimated cost put to tender exceeding Rs. 15 Lakhs)		Rs. *****./- (Rupees...*****) only
<b>GENERAL RULES AND DIRECTIONS</b>		
Officers inviting tender:		Sub-Divisional Engineer, BSNL Civil Sub- Division, Rourkela.
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3.		50%
<b>Definitions.</b>		See below
2(v)	Engineer-in charge	Sub-Divisional Engineer, BSNL Civil Sub- Division, Rourkela
2(viii)	Accepting Authority	Sub-Divisional Engineer, BSNL Civil Sub- Division, Rourkela
2(x)	Percentage on cost of materials and Labour to cover all overheads and profit	10 %
2(xi)	Standard Schedule of Rates	<b>DELHI SCHEDULE OF RATES- 2016</b> PUBLISHED BY CPWD with up-to-date correction slips.
9(ii)	Standard BSNL Contract Form	BSNL W-7/8 form as modified and corrected up to date.
<b>Clause 2</b>		
Authority for fixing compensation under Clause 2		Executive Engineer, BSNL Civil Division, Sambalpur
<b>Clause 2A</b>		
Whether Clause 2A shall be applicable		No
<b>Clause 3A</b>		
Whether Clause 3A shall be applicable		yes
<b>Clause 5</b>		
i)	Time allowed for execution of work.	<b>15(Fifteen)Days</b>
li)	Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer, BSNL Civil Division, Sambalpur
<b>Clause 6 A</b>		
Whether Clause 6A shall be applicable		
<b>Clause 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>No intermediate payment</b>
<b>Clause-10</b> Reinforcement steel to be used in the work shall have to be procured :		
		Reinforcement steel to be used in work shall be TMT bars conforming to relevant BIS codes from main/primary producers such as SAIL,TISCO,RINL etc as approved by the ministry of steel.
<b>Clause 11</b>		
Specification to be followed for execution of work.		CPWD Specifications 2009 Volume I to II with up to date correction slips as on the date of opening of tenders.
<b>Clause 12</b>		
12.1.2(ii)	Schedule of rates for determining the rates for additional, altered or substituted items that cannot be determined under 12.1.2(i).	<b>Delhi Schedule of Rates- 2016 Published by CPWD with up to date correction slips</b>
12.1.2(ii)	Plus/ minus (+ / -) the % over the rate entered in the schedule of rates.	*****% age above/below.
12.2 & 12.3	Limit for value of any item of any individual trade beyond which sub clauses (i) to (iii) shall not apply and clauses 12.2. & 12.3 shall apply.	50%
<b>Clause 16</b>		
Competent authority for deciding reduced rates.		Superintending Engineer, BSNL Civil Circle Sambalpur.
<b>Clause 36(i)</b>		
a)	General guideline for fixing requirement of technical staff and rate of recovery in case of non-compliance, for the work shall be as per the following table:	
i)	Cost of work more than Rs. 10 lakhs but less than Rs. 50 lakhs.	One no. Graduate Civil Engineer with or without experience or one no. diploma Civil Engineer with at least 05(five) years of experience as Principal Technical Representative.
ii)	Cost of work Rs. 50 lakhs & above but less than Rs. 200 lakhs	One no. Graduate Civil Engineer with at least 05(five) years of experience as Principal Technical Representative.
lii)	Cost of work Rs. 200 lakhs & above but less than Rs. 500 lakhs.	One no. Graduate Civil Engineer with at least 05(five) years of experience as Principal Technical Representative AND One no. Graduate Civil Engineer with or without experience or one no. diploma Civil Engineer with at least 05(five) years of experience as Technical Representative.
iv)	Cost of work Rs. 500 lakhs & above but less than Rs. 1000 lakhs.	One no. Graduate Civil Engineer with at least 05(five) years of experience as Principal Technical Representative AND Two nos. Graduate Civil Engineer with or without experience or

		two nos. diploma Civil Engineer with at least 05(five) years of experience as Technical Representatives.
v)	Cost of work Rs. 1000 lakhs and above.	One no. Project manager having degree in corresponding degree of Engineering with at least 10(Ten) years of experience as Principal Technical Representative. AND One no. Graduate Civil Engineer with at least 05(five) years of experience as Principal Technical Represent. AND Two nos. Graduate Civil Engineer with or without experience or two nos. diploma Civil Engineer with at least 05(five) years of experience as Technical Representatives.
b)	Recovery to be affected from the contractor in the event of not fulfilling the provisions of clause 36(i).	Rs 20,000/- per month for Project manager having degree in corresponding degree of Engineering with at least 10(Ten) years of experience. Rs. 15,000/- per month for Graduate Civil Engineer with at least 05(five) years of experience. Rs. 10,000/- per month for Graduate Civil Engineer with or without experience or for diploma Civil Engineer with at least 05(five) years of experience.
<b>Clause 42</b>		
i) (a)	Schedule/ statement for determining theoretical quantities of Cement, Steel on the basis of Delhi Schedule of Rates 2002 Printed by CPWD with up to date correction slips.	
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	3% minus
	ii) More than Rs. 5 lakhs	2% minus
b)	Steel reinforcement and structural steel sections for each diameter, section and category.	2% minus
<b>Star prices to be considered for Escalation and Recoveries</b>		
<b>Sl No.</b>	<b>Material</b>	<b>Star price</b> (Rate in figures and words)
1.	For Cement (OPC 43 Grade)	<b>Rs.6000.00</b>
2 (a)	For Mild steel	<b>Not Applicable</b>
2 (b)	For reinforcement Steel conforming to BIS 1786 (Fe 415 Grade)	<b>Not Applicable</b>
2 (c)	For reinforcement Steel TMT Bars Conforming to IS:1786:2008	<b>Not Applicable</b>

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

Sd/-  
Sub-Divisional Engineer (Civil),  
BSNL Civil Sub-Division,  
Rourkela.

## SCHEDULE-D

### **ADDITIONAL SPECIFICATIONS)**

#### **(Para 2.2.1) Stone Aggregate:**

Stone aggregate used in the work shall be of hard broken stone to be obtained from approved source (quarries) at **Gutidhara** and shall conform to the relevant provisions in the C.P.W.D. Specifications 2009. It shall conform to IS 383 unless otherwise specified.

#### **(Para 2.2.2) Coarse Sand:**

Coarse sand used in the work shall be obtained from approved sources at **Bramahani River** and conform to the relevant provisions in the specifications 2009. Grading of sand for masonry mortar shall conform to IS 216(Table 3.2 of CPWD specifications 2009).

#### **(Para 2.2.2) Fine Sand:**

Fine sand used in the work shall be obtained from approved source at **Bramahani River** and shall conform to the relevant provisions in the C.P.W.D. Specifications 2009 as per grading Zone IV. Grading of sand for plaster shall conform to IS 1542(Table 3.2 of CPWD specifications 2009)

#### **N O T E:-**

Where only one variety of sand is available, the sand will be sieved for use in finishing work, as directed by the Engineer-in-charge, in order to obtain smooth surface and nothing extra will be paid on this account.

#### **(Para 2.8) Brick Work:**

Brick used in the work shall be FPS to be obtained from approved kilns at **Kansbahal/Rourkela**. They shall be well burnt and shall have a compressive strength of not less than 50 Kg/Sq. cm. And water absorption percentage of not more than 20% of its dry weight when immersed in the water for 24 hours. In all other respects they shall conform to the bricks of class designations provisions in C.P.W.D. Specifications 2009 with up to date correction slip.

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

**Sd/-**

**Sub-Divisional Engineer (Civil),  
BSNL Civil Sub-Division,  
Rourkela.**

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

Clause / para of BSNL 6/8	Existing Provision	Modifications proposed
1A	The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by BSNL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash (up to 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.	The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by BSNL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash (up to 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.
	All compensations or the other sums ..... will be treated a part of the Security Deposit.	All compensations or the other sums ..... will be treated a part of the Security Deposit.
	Does not exist	The Security Deposit as deducted above can be released against the Bank Guarantee by a scheduled bank , on its accumulation to a minimum of Rs. 5 lakh subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rs. 5 Lakh. Provided further that the validity of Bank Guarantee including the one given against the earnest money shall be in conformity with the provisions contained in clause which shall be extended from time to time depending upon the extension of contract granted under provisions of Clause 2 and Clause 5.
	NOTES: -	NOTES: -
	In case of works with..... tendered value of the work	In case of works with .....tendered value of the work

CLAUSE 2. (COMPEN SATION FOR DELAY	If the contractor fails to maintain.....The decision of the aforesaid authority in writing shall be final and binding on the contractor.	If the contractor fails to maintain.....The decision of the aforesaid authority in writing shall be final and binding on the contractor.
	This will also apply to items or group of items for which separate period of completion has been specified.	This will also apply to items or group of items for which separate period of completion has been specified.
	Compensation for delay of work	Compensation for delay of work
	@ 2.0 % Per month of delay to be computed on daily basis for the works having stipulated time of completion more than six months	@ 2.0 % Per month of delay to be computed on daily basis for the works having stipulated time of completion more than six months
	@ 1.0 % Per week of delay to be computed on daily basis for the works having stipulated time of completion up to six months	@ 1.0 % Per week of delay to be computed on daily basis for the works having stipulated time of completion from three months to six months
		@ 1.5 % Per week of delay to be computed on daily basis for the works having stipulated time of completion up to three months
	Provided always ..... is originally given.	Provided always ..... is originally given.
	The amount ... other contract with the BSNL.	The amount ... other contract with the BSNL.
	In case, the contractor does not ..... However, no interest, whatsoever, shall be payable on such withheld amount.	In case, the contractor does not ..... However, no interest, whatsoever, shall be payable on such withheld amount.
	Does not exist	The compensation for slow progress or non-completion of work in stipulated time, at the rates specified therein, is an “agreed compensation” under clause 2, which the contractor has to pay in case of default. Therefore, Engineer-in-Charge will recover the same at the rates mentioned above, if the progress of the work is slow or the work is not completed in stipulated time. In case the contractor feels aggrieved, he may appeal to the authority specified in Schedule „F” against such recovery, who has to take a balanced view of the delays on the part of the contractor, vis-à-vis the delays of the department and may uphold the recovery at the original rates or at reduced rates or completely waive off the same depending upon the merits of each case. In such cases the decision of the competent authority shall be final and out of purview of the clause 25.
CLAUSE 3 (WHE N CONTRACT CAN BE DETERMINED)	If the Contractor:	If the Contractor:
	i) Having been ..... seven days thereafter; or,	i) Having been ..... seven days thereafter; or,
	ii) has without ..... seven days from the Engineer-in-Charge; or	ii) has without ..... seven days from the Engineer-in-Charge; or
	iii) persistently neglects to... Engineer-in-Charge; or	iii) Persistently neglects to ..... Engineer-in-Charge; or
	iv) fails to complete ..... Engineer-in-Charge; or	iv) fails to complete ..... Engineer-in-Charge; or
	v) being a company shall pass a resolution or the court shall make an order that the 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	v) shall offer or give or agree to give to any person in Government/BSNL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having been done or forborne to do any act in relation to the obtaining or execution of this or any

	winding up order; or	other contract for BSNL; or
	vi) commits any act/acts mentioned in Clause-21 there of	vi) Shall enter in to a contract with BSNL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge; or
	vii) fails to start the work within 1/8 th of stipulated time	vii) Shall obtain a contract with BSNL as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
	Does not exist	viii) Shall any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition ( other than a voluntary liquidation for the purpose of amalgamation or reconstruction ) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; Or
	Does not exist	ix) being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order; or
	Does not exist	x) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; Or
	Does not exist	xi) assigns, transfer, sublets ( engagement of labour on a piece-work basis or of a labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-charge
	THEN the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the Contract and in addition to any right or remedies under any of the provisions of the Contract or otherwise and whether the date for completion has or has not elapsed, shall by a notice in writing, shall have powers: -	THEN the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the Contract and in addition to any right or remedies under any of the provisions of the Contract or otherwise and whether the date for completion has or has not elapsed, shall by a notice in writing, shall have powers: -

22	a) To determine or rescind the contract as aforesaid (of	a) To determine the contract as aforesaid (of which
	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.	termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Performance Guarantee, Earnest Money Deposit and security deposit already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.
	b) To measure up the work of the contractor, after giving notice to the contractor, and to take such balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work.	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.
	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	Deleted
	and Performance Guarantee or the proceeds of sales thereof, or a sufficient part thereof as the case may be. If said available Performance Guarantee, Security Deposit and moneys are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary The Buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract. If the expenses incurred by the BSNL are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.	
	In the event of above course(s) ..... to be paid the value so certified.	In the event of above course(s) ..... to be paid the value so certified.



	The contractor, whose contract is determined or rescinded as above, shall be allowed to participate in the tendering process for the balance work if he so desired.	The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.
use 3A	Does not exist	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.
	Does not exist	Engineer-in-Charge shall, except as Otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
		All measurement of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of department so that a complete record is obtained of all the items of works performed under the contract.
		All such measurement and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.
		Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his Authorized representative. The contractor will, thereafter, incorporate such changes may be done during these checked/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

	<p>The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Officer for payment. The contractor shall submit two spare copies of such computerized MBs for the purpose of reference and record by the various officers of the department.</p> <p>The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.</p> <p>The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/ levels by the Engineer-in-Charge or his representative.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurements</p>	
	<p>shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.</p>	
		<p>The contractor shall give not less than seven days<sup>“</sup> notice to the Engineer-in-Charge or his authorized representative in charge of the work before <u>covering up or otherwise placing beyond the reach</u></p>
		<p>of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and /or test checking measurements without such notice having been given or the Engineer-in-Charge’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</p>

		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.
CLAUSE 10 B i) Secured Advance on Non-perishable Materials	The contractor on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work, up to 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered / deducted from the next payment made under any of the clause or clauses of this contract.	The contractor on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work, up to 90% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered / deducted from the next payment made under any of the clause or clauses of this contract.
	Such secured advance ..... glass, sand, petrol, diesel etc.	Such secured advance ..... glass, sand, petrol, diesel etc.

CLAUSE 10C: (Payment due to increase/decrease in prices/wages after receipt of tender for the work)	If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:	If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: -
	i) The base date for ...s including extension, if any.	i) The base date for .....s including extension, if any.
	ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same.	ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same
	iii) Components of Cement, Reinforcement Steel, ..... Engineer-in-Charge in working out such percentage shall be binding on the contractor.	iii) Components of Cement, Reinforcement Steel, ..... Engineer-in-Charge in working out such percentage shall be binding on the contractor.
	iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall	iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L.

	be worked out as per the formula given below:	shall be worked out as per the formula given below:
	a) Adjustment for component of Cement	a) Adjustment for component of Cement
	.....	(No Change)
	b) Adjustment for component of Reinforcement Steel	b) Adjustment for component of Reinforcement Steel
	$V_s = Q_s * SP_s * (SI - SI_o) / SI_o$	$V_s = Q_s * SP_s * (SI - SI_o) / SI_o$
	$V_s$ = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.	$V_s$ = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
	$Q_s$ = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter.	$Q_s$ = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter.
	$SP_s$ = Star price of Reinforcement Steel as mentioned in Schedule F.	$SP_s$ = Star price of Reinforcement Steel as mentioned in Schedule F.
	$SI$ = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:	$SI$ = 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.
	i) Index for the month when the last consignment of steel reinforcement for the work is procured or	(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)
	ii) Index for the month in which half of the stipulated contract period is over	
	iii) Index for the period under consideration.	
	For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.	
	$SI_o$ = 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.	$SI_o$ = 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.
	c) Adjustment for component of Galvanized steel	c) Adjustment for component of Galvanized steel
	$V_t = Q_t * SP_t * \{0.85[(TI - TI_o)/TI_o] + 0.15[(ZI - ZI_o)/ZI_o]\}$	$V_t = Q_t * SP_t * \{0.85[(TI - TI_o)/TI_o] + 0.15[(ZI - ZI_o)/ZI_o]\}$
	$V_t$ = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.	$V_t$ = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
	$Q_t$ = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).	$Q_t$ = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).
	$SP_t$ = Star price of Galvanized Steel as mentioned in Schedule F [to be fixed by the concerned CE(C)].	$SP_t$ = Star price of Galvanized Steel as mentioned in Schedule F [to be fixed by the concerned CE(C)].
	$TI$ = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:	$TI$ = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce

	i) Index for the month when the last consignment of galvanized steel for the work is procured or	(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)
	ii) Index for the month in which half of the stipulated contract period is over	
	iii) Index for the period under consideration.	
	For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will app	
	T <sub>Io</sub> = 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.	T <sub>Io</sub> = 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.
	Z <sub>I</sub> = 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:	Z <sub>I</sub> = 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.
	i) Index for the month when the last consignment of galvanized steel for the work is procured or	(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)
	ii) Index for the month in which half of the stipulated contract period is over	
	iii) Index for the period under consideration.	
	For the period extended under the provisions of clause-5 of the contract without any action under clause-2, the same principle as for the period within stipulated period of completion, will apply.	
	Z <sub>Io</sub> = 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.	Z <sub>Io</sub> = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.
	d) Adjustment for component of Other Materials	d) Adjustment for component of Other Materials
	(No Change)	(No Change)
	e) Adjustment for component of P.O.L.	e) Adjustment for component of P.O.L.
	(No Change)	(No Change)
CLAUSE 10 CA	If after submission of the tender, the price of cement and/or reinforcement steel bars and/or galvanized steel (not being materials supplied from the Engineer-in Charge's stores in accordance with Clauses 10 thereof) increase(s) / decreases beyond the price(s) prevailing at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under clause-5 of the contract without any action under clause-2 subject to the	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

	condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) & (c) of this clause shall be payable/ recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.	contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) & (c) of this clause shall be payable/ recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.
	The increase/decrease in prices ..... including extension if any and for the period under consideration.	The increase/decrease in prices ..... including extension if any and for the period under consideration.
	In case, price index of a particular material ..... schedule-F shall be followed.	In case, price index of a particular material ..... schedule-F shall be followed.
	The amount of contract ..... as per the formula given below for individual material:	The amount of contract ..... as per the formula given below for individual material:
	a) Adjustment for component of Cement	a) Adjustment for component of Cement
	(No Change)	(No Change)
	b) Adjustment for component of Reinforcement Steel	b) Adjustment for component of Reinforcement Steel
	$V_s = Q_s * S_Ps * (SI - SI_o) / SI_o$	$V_s = Q_s * S_Ps * (SI - SI_o) / SI_o$
	Vs: Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered	Vs: Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered
	Qs : Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)	Qs : Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)
	SPs Star price of Reinforcement Steel as mentioned in Schedule F.	SPs Star price of Reinforcement Steel as mentioned in Schedule F.

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

	$V_t = Q_t * SP_t * \{0.85[(TI-TIo)/TIo] + 0.15[(ZI-ZIo)/ZIo]\}$	$V_t = Q_t * SP_t * \{0.85[(TI-TIo)/TIo] + 0.15[(ZI-ZIo)/ZIo]\}$
	Vt = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.	Vt = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
	Qt = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).	Qt = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).
	SPt = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)].	SPt = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)].
	TI = All India wholesale index for Tower steel material (Angles, channels and sections) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:	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
	i) Index for the month when the last consignment of galvanized steel for the work is procured or	(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).
	ii) Index for the month in which half of the stipulated contract period is over	
	iii) Index for the period under consideration.	
	For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.	
	TIo = 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.	TIo = 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.
	ZI = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:	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
	i) Index for the month when the last consignment of galvanized steel for the work is procured or	(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)
	ii) Index for the month in which half of the stipulated contract period is over	
	iii) Index for the period under consideration.	
	For the period extended under the provisions of clause-5 of the contract without any action under clause-2, the same principle as for the period within stipulated period of completion, will apply.	
	ZIo = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension	ZIo = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender

	if any	including extension if any.
CLAUSE 12: (Deviation s, Variations Extent and Pricing)	12.1 The Engineer-in-Charge shall have power ..... except as hereafter provided.	12.1 The Engineer-in-Charge shall have power ..... except as hereafter provided.
	12.1.1 The time ..... requested by the contractor, as follows:	12.1.1 The time ..... requested by the contractor, as follows:
	(i) In the proportion .....l tendered value(+) plus	(i) In the proportion .....l tendered value(+) plus
	(ii) 25% of the time .....t authority under Clause-5.	(ii) 25% of the time .....t authority under Clause-5.
	12.1.2 Rates for such altered, additional or substituted work shall be determined by the Engineer-in-Charge as follows:	To be deleted
	i) If the rate for altered, additional or substituted item of work is specified in the schedule of quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rates for the same item of work in the other schedules of quantities.	
	ii) If the rate for any altered, additional, or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tender where two or more schedule of quantities form part of the contract the rate shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar item in other schedule of quantities. The rate of such item shall be worked out on the basis of rate of similar item plus the difference in rate of the original item and the substituted item at the rate entered in Schedule of Rates mentioned in Schedule 'F' plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.	
	iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) to (ii) above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed and the Engineer-in-Charge shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform, the Engineer-in-Charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such items shall be determined by the Engineer-in-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.	
	12.2 In the case of contract items, substituted items, contract cum substituted items or additional items which individually exceeds the deviation limits laid down in Schedule 'F' the contractor shall within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limit provided that if the rate so claimed are in excess of the rates specified in the Schedule of Quantities of those derived in accordance with the provisions of sub-para (i) to (ii) of conditions 12.1.2 and the Engineer-in-Charge shall, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the stipulated rates so determined. In the event of the contractor failing to claim the revision of rates within the stipulated period,	12.2 In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may, within 15 days of receipt of the order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall, within one month of the receipt of the claim supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform, the Engineer-in-Charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such items shall be determined by the Engineer-in-Charge on the basis of market rate(s) prevailing during that period.
	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'.	In case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned below:-
	Does not exist	12.2.1 If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).
	Does not exist	12.2.2 If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).
		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.
	12.3 All the provisions of the preceding paragraph i.e. Clause 12.2 shall also apply to the decrease in the rates of items for the work in excess of the deviation limit and the Engineer-in-Charge may after giving notice to the contractor and after taking into consideration any reply received from him, revise the rates for the work in question having regard to decrease in the market rates.	12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule "F", and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
	12.4 The Engineer-in-Charge shall intimate to the contractor the sanctioned rates of items falling under the sub-clauses 12.1.2(i) to (ii) above within three months of written orders to carry out the work and in case item falling under sub-clauses 12.1.2 (iii) and clauses 12.2 within three months of intimation of rate claimed by the contractor. The reduced rates of items falling under clause 12.3 shall be intimated within three months of the receipt of order by the contractor. Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates or disputes in the rates fixed by the Engineer-in-Charge of the items falling under the above clauses.	12.4 The contractor shall send to the Engineer-in-Charge once every three months, an up to 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.
	Does not exist	<p>12.4.1 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 up to 1.2 m above the ground level or up to floor 1 level whichever is lower.</p> <p>ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level.</p> <p>iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and the other elevated structures: All works up to 1.2 meters above the ground level.</p> <p>iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 metres above the ground level.</p> <p>v) For basement: All works upto 1.2 m above ground level or up to floor 1 level whichever is lower.</p> <p>vi) For Roads, all items of excavation and filling including treatment of sub base.</p>
	12.5 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	12.5 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

	extra shall be admissible for such operations.	case may be. Nothing extra shall be admissible for such operations.
CAUSE 25 Settlement of Disputes & Arbitration	Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning 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:-	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:-
	(i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the BSNL or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract, the contractor shall forthwith give notice in writing of his claim, in this behalf to the Engineer-in-Charge within 30 days from the date of disallowance thereof for which the contractor claims such additional payment or compensation or disputes the validity of any deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the BSNL be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Engineer-in-Charge in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claims not notified to the Engineer-in-Charge in writing in the manner and within the time aforesaid.	(i) If the contractor considers that any work demanded of him to be outside the requirements of the contract, disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of contractor's letter.
	(ii) The Engineer-in-Charge shall give his decision in writing on the claims notified by the contractor within 30 days of the receipt of the notice thereof. If the contractor is not satisfied with the decision of the Engineer-in-Charge, the contractor may within 15 days of the receipt of the decision of the Engineer-in-Charge submit his claims to the conciliating authority named in Schedule 'F' for conciliation along with all details and copies of correspondence exchanged between him and the Engineer-in-Charge.	(ii) If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor within a period of 30 days from receipt of the decision, give a notice, in the form prescribed by the BSNL as per Appendix-XV to the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, to the Administrative Head of the Bharat Sanchar Nigam Limited for appointment of an arbitrator to adjudicate the notified claims failing which the said decision shall be final binding & conclusive and not referable to adjudication by the arbitrator.

	<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>To be deleted</p>
	<p>(iv) When it appears to the Conciliator that there exists element of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to parties for their observation after receiving the observations of the parties. He may reformulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on settlement of the dispute, they may draw up and sign a written settlement agreement. Parties may request the Conciliator to draw up or assist them in drawing up the settlement agreement. Such settlement agreement shall have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under section 30 of Arbitration and Conciliation Act 1996. If a settlement does not appear possible, the Conciliator, after consultation with the parties will give a written declaration that further efforts at Conciliation are no longer justified and the Conciliation Proceedings are terminated.</p>	<p>To be deleted</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>To be deleted</p>
	<p>(vi) Except where the decisions have become final, binding and conclusive in terms of the contract, all disputes arising out of the notified claims of the contractor as aforesaid and all claims of the BSNL shall be referred for adjudication through the arbitration by the Sole Arbitrator appointed by the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, the Administrative Head of the Bharat Sanchar Nigam Limited. It will also be no objection to any such appointment that the Arbitrator so appointed is a BSNL Employee and that he had to deal with the matters to which the Contract relates in the course of his duties as BSNL Employee. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief Engineer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p>	<p>(iii) Except where the decisions have become final, binding and conclusive in terms of Sub para (ii) above, disputes or differences shall be referred for adjudication through the arbitration by the Sole Arbitrator appointed by the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, the Administrative Head of the Bharat Sanchar Nigam Limited. It will also be no objection to any such appointment that the Arbitrator so appointed is a BSNL Employee and that he had to deal with the matters to which the Contract relates in the course of his duties as BSNL Employee. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief Engineer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p>

	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.	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 giving reference to the rejection by the Superintending Engineer of the appeal.
	It is also a term ..... arbitration at all.	It is also a term ..... arbitration at all.
		It is also a term of this contract that if contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and BSNL shall be discharged and released of all liabilities under the contract in respect of these claims.
	The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause	The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause
	It is also a term of ..... give reasons for the award for each dispute referred to him.	It is also a term of ..... give reasons for the award for each dispute referred to him.
	It is also a term ..... equally by both the parties.	It is also a term ..... equally by both the parties.
	It is also a term ..... costs to be so paid.	It is also a term ..... costs to be so paid.
CLAUSE 36 Employment of Technical Staff and employee s.	Contractors Superintendence, Supervision, Technical Staff & Employees	Contractors Superintendence, Supervision, Technical Staff & Employees
	i) The contractor ..... under the contract.	i) The contractor ..... under the contract.
	The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work. Such qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the 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.	The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the Engineer-in-Charge shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from the Engineer-in-Charge and shall be available at site within fifteen days of

		start of the work.
	<p>If the contractor (or any partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the Clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and/or the contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in-Charge and/or at the site of work, as required, to take instructions. Instructions given to the Principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his responsible authorized agent shall be actually available at site at least two working days every week, these days shall be determined in consultation with the Engineer-in-Charge as well as fully during important stages of execution of work, during recording measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and purpose of this clause are fulfilled satisfactorily.</p>	To be deleted.
	<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.</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.</p>

	Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative/ responsible agent along-with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.	Further if the contractor fails to appoint a suitable principal technical representative and/ or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along-with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.
	ii)The contractor shall ..... for proper supervision of the work.	ii)The contractor shall ..... for proper supervision of the work.
	The contractor shall ..... execution of the work.	The contractor shall ..... execution of the work.
	The Engineer-in-Charge shall be ..... possible by competent substitutes.	The Engineer-in-Charge shall be ..... possible by competent substitutes.
CLAUSE 37 Levy/ Taxes Payable by Contractor	i) Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect.	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.
	ii) The contractor shall deposit ..... from local authorities.	ii) The contractor shall deposit ..... from local authorities.
	iii) If pursuant to or under any law, ..... as aforesaid from dues of the contractor.	iii) If pursuant to or under any law..... as aforesaid from dues of the contractor.
CLAUSE 38 Conditions for reimburse ment of Levy/ Taxes, if levied after receipt of tenders	i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by statute, the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer ( whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor	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.

	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 authorized 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.	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 authorized representative of BSNL and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
	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	iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
<b>Conditions of BSNL W-6</b>		
	Tender documents ....., during the hours specified above on payment of the following: -	Tender documents ..... during the hours specified above on payment of following:-
	(i) Rs ._____in cash as cost of tender(Non refundable) and	(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 _____ .
	(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.	(ii). The tender shall be accompanied by Earnest money of..... in cash (up to Rs. 2500/-only) /Banker's cheque/deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/ Demand draft of a Scheduled Bank issued in favour of Accounts Officer, BSNL Civil Division _____. 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.
	(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.	To be deleted
	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.	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.
Para- Submission of tender	9.2 In case tender document is purchased from Div/Sub-div office	9.2 In case the tender document is purchased from Division office
	9.2.1: Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no.1	9.2.1 Earnest Money Deposit in required format or proof of payment of EMD (if paid in cash) and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1
	9.2.2: Envelope no. 2 will be as per Para 9.1.2.	9.2.2 Envelope no. 2 will be as per Para 9.1.2.



	9.2.3: The sealed envelopes 1&2 shall be placed in another sealed envelop no 3	9.2.3 The sealed envelopes 1 & 2 shall be placed in another sealed envelope no. 3
	9.2.4 :same as 9.1.4	9.2.4 Same as 9.1.4
	Note: In case the eligibility credentials ..... contract or existing law	Note: In case the eligibility credentials ..... contract or existing law
	9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.	9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed ( wax sealed/ adhesive tape sealed). Loose/spiral bound submission (in case the tender is downloaded from website) shall be rejected out rightly. In case of any correction/addition/ alteration/ omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.
Schedule-F	Reference to General Condition of contract: -	Reference to General Condition of contract: -
	Name of work: ----- --	
	Estimated cost of work: - Rs.----- - (Rupees----- )	
	Earnest money: Rs.----- -- (Rupees----- )	
	Performance Guarantee (5 % of the tendered value in form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender Rs 6 ----- (Rupees---- Lakhs) Rs. - ( )	
	Security deposit	-----NO CHANGE-----
	(10 % of the tendered value for works with estimated cost put to tender up to 6 Lakhs) :-	
	Rs.----- (Rupees-----)	
	(5 % of the tendered value in form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender Rs 6 Lakhs) :- Rs.----- - (Rupees----- )	
	<b>GENERAL RULES AND DIRECTIONS</b>	<b>GENERAL RULES AND DIRECTIONS</b>
	----- Officer inviting tender: -	
	Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with the clause 12.2 & 12.3. ----- -	-----NO CHANGE-----
	Definitions:	
	2 (v) Engineer -in -Charge ----- --	
	2 (viii) Accepting Authority ----- ---	-----NO CHANGE-----
	2 (x) Percentage on cost of material and labour to cover all overheads and profits. ----- -	
	2 (xi) Standard Schedule of Rates ----- -	
	2 (xii) Department ----- --	
	9 (ii) Standard B.S.N.L. contract form ----- ---	
	Clause 2	Clause 2
	Authority for fixing compensation under clause 2 ----	-----NO CHANGE-----
	Clause 2A	Clause 2A
	Whether Clause 2A shall be applicable—	

	Yes/NO	
		-----NO CHANGE-----
	Clause 3A	Clause 3A
	Does not exist	Whether Clause 3A shall be applicable—Yes/NO--
	Clause 5	Clause 5
	i) Time allowed for execution of work ----- --	-----NO CHANGE-----
	ii) Authority to give fair and reasonable extension of time for completion of work ----- -	
	Clause 6A	Clause 6A
	Does not exist	Whether Clause 6A shall be applicable—Yes/NO--

	Clause 7	Clause 7									
	Gross value of work done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payments. ----- --	NO CHANGE----- ---									
	Clause 11	Clause 11									
	Specifications to be followed for execution of work –	NO CHANGE-----									
	Clause 12	Clause 12									
	12.1.2(iii) Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.1.2(i) and (ii).										
	12.1.2 (iii) Plus / minus the % over the rate entered in the Schedule of Rates	DELETED----- ----									
	12.2 & 12.3 Limit for value of any item of any individual trade beyond which sub-clauses (i) to (v) shall not be apply-----	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 -----									
	Clause 16	Clause 16									
	Competent authority for deciding reduced rates -----	-----NO CHANGE----- ---									
	Clause 25	Clause 25									
	Competent Authority for conciliation -----	-----DELETED----- -----									
	Clause 36(i)	Clause 36(i)									
	(a) Minimum qualifications & Experience required for Principal Technical Representative for Civil work with estimated cost put to tender.	General guideline for fixing requirement of technical staff and rate of recovery in case of non-compliance, for a work, shall be as per the following table:									
	i) More than Rs. 5 Lakhs but less than Rs. 10 Lakhs for Civil works -- Recognized diploma Holder in Civil Engineering		<table border="1"> <tr> <td>No</td> <td>qualification of Technical Representative</td> <td>experience</td> <td>recovery sum to be made from the contractor in</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	No	qualification of Technical Representative	experience	recovery sum to be made from the contractor in				
No	qualification of Technical Representative	experience		recovery sum to be made from the contractor in							
	ii) Rs. 10 lakhs and above but less than Rs. 60 lakhs --										

	Graduate Civil Engineer or Retired AE (Civil) possessing at least Recognized Diploma in Civil Engineering.								
	iii) Rs 60 lakhs and above -- Principal Technical Representative supported by requisite organization. The Principal Technical Representative shall be at least graduate Civil Engineer with ..... Years of minimum experience of works or retired Executive Engineer (Civil) possessing at least recognized diploma in Civil Engineering.							Figures	
		1	*	*		*	*	*	*
	(b) Recovery to be effected from the contractor in event of not fulfilling the provision of Clause 36(1)- Rs. 4000/- P.M. for graduate Engineer & Rs 2000/- P.M. for Diploma holder.	2	*	*		*	*	*	
		* To be filled up by NIT approving authority as per latest provision of Appendix-18 of CPWD Works Manual.							
	Clause 42	Clause 42							
	Schedule / statement for determining theoretical quantity of Cement ----- .	NO CHANGE----- ---							

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.

**1. The Clause 7 of the GCC shall stand amended to the following extent:**

Clause as per BSNL W-8 (GCC)	Existing Provision	Modified Provision
<p><b>Line no. 18 to 21 of Para 1 of Clause 7</b></p>	<p>The amount admissible will as far as possible be paid by 10<sup>th</sup> working day after the day of presentation of the bill by the Contractor to the Engineer-in-charge or his Asst. Engineer together with the account of material issued by the BSNL, or dismantled materials, if any. In the case of works outside the head quarter of the Engineer-in-charge, the period of ten working days will be extended to fifteen working days.</p>	<p>The amount admissible will as far as possible be passed by 10<sup>th</sup> working day after the day of presentation of the bill by the Contractor to the Engineer-in-charge or his Asst. Engineer together with the account of material issued by the BSNL, or dismantled materials, if any. In the case of works outside the head quarter of the Engineer-in-charge, the period of ten working days will be extended to fifteen working days. Payment to the Contractor shall be released on receipt of the allotment from the Competent authority and no claim whatsoever for delay, if any, shall be entertained.</p>

**2. The GCC shall stand corrected up to correction slip no. 5 which has been made part of this tender document.**

**Signature of the Tenderer** \_\_\_\_\_

**Name of the Tenderer** \_\_\_\_\_

**Seal of the Tenderer** \_\_\_\_\_

**SPECIAL CONDITIONS FOR COMPLYING WITH THE GST LAW WHICH HAS COME INTO FORCE WITH EFFECT FROM 01/07/2017.**

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1. The Goods and service tax, hereinafter referred to as GST, has been implemented by the Government of India with effect from 1<sup>st</sup> July 2017. The rates quoted by the Contractor shall be exclusive of GST as applicable as on date. The GST component on the Contractor's bill paid to him by BSNL, shall be payable, as per extant rules, only to those Contractors who submit the details of GST registration to BSNL. Any further amendment notified by GOI in GST rules during the currency of the agreement shall also be applicable without any separate notice.
2. With the implementation of GST the service tax stands subsumed in GST. There will not be any reimbursement of Service tax and the Clause 37 of GCC 2006 stands modified accordingly. Income tax TDS, TDS towards GST, workers welfare cess deductions & other statutory deductions etc shall be made at source as per the prevalent laws.
3. The Contractor shall comply with the Central Goods and service tax Act, 2017, Integrated Goods and service tax Act, 2017, the relevant SGST and UTGST Acts and the rules framed there under and as amended from time to time. The Contractor shall get himself registered and get the registration code from the relevant authorities as per the provisions of the Act.
4. The Contractor shall indemnify and keep indemnified BSNL against any loss of input tax credit, **hereinafter called ITC**, caused to BSNL in case where the Contractor gets black listed by the GST authorities during the tenure of the BSNL contract either due to his own default or for any other reason whatsoever. BSNL would not be able to avail ITC in case the Contractor is GST black listed i.e has poor compliance rating.
5. The Contractor should furnish the correct **HSN/ SAC code** in his tax invoice. If the credit for duties, taxes and cesses under provisions/ rules under GST law is found to be not admissible at any stage owing to wrong furnishing of tariff head, then the Contractor will be liable to refund such non-admissible amount, if already paid, along with penalty and interest, if charged, by the concerned authority.
6. BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification etc from the CGST/ SGST/ IGST authority where the HSN or SAC Classification furnished against the particular contract by different bidders differ from each other or the same is found apparently not furnished in accordance to the GST act and/or rules framed thereunder.
7. If the Contractor fails to furnish necessary supporting documents i.e tax invoices etc. in respect of the duties, taxes and cesses which are eligible for ITC, the amount pertaining to such duties, taxes and cesses will be deducted from the payment due to the Contractor.
8. If the Contractor fails to perform necessary compliances which would in any manner restrict BSNL to claim ITC, then the amount pertaining to such duties, taxes and cesses will be deducted from any payment due to the Contractor.
9. Contractor shall be responsible for timely issuance and delivery of Invoice/ Debit note/ Credit note to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

### SCHEDULE OF QUANTITIES

**Name of work:-** Construction of Open surface drain from back side of S/Q to Municipal drain at Sundergarh

Sl.No.	DESCRIPTION OF ITEMS	Qty	Unit	Rate	Amount
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
a)	All kinds of soil.	8.10	Cum		
2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
a)	1:2:4 (1 cement : 2 coarse sand(zone-III) : 4 graded stone aggregate 20 mm nominal size)	0.30	Cum		
b)	1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size)	1.01	Cum		
3	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:				
a)	Cement mortar 1:4 (1 cement : 4 coarse sand)	3.75	Cum		
4	12 mm cement plaster of mix :				

Sl.No.	DESCRIPTION OF ITEMS	Qty	Unit	Rate	Amount
a)	1:4 (1 cement: 4 fine sand)	22.50	Sqm		
5	Neat cement punning	27.00	Sqm		

Sd/-  
SDE(Civil)  
BSNL Civil Sub-Division,  
Rourkela