



## TENDER DOCUMENT

FOR

THE WORK OF

**"Dismantling of 40M GBT at Narakuru in Nellore District."**

**NIT No. 02/CDT/2023-24.**

This Tender document contains **55** printed pages including this cover.

Name of Contractor: \_\_\_\_\_

Date of Application and Receipt: \_\_\_\_\_

Tender issued on: \_\_\_\_\_

Cost of tender: **₹.590/-** (Rupees One Hundred and Seventy Seven) only including GST (Non-Refundable)

Date of submission: **31.05.2023 (up to 15.00 hrs)**

Date of opening: **31.05.2023 at 15.30 hrs**

EXECUTIVE ENGINEER (CIVIL)  
BSNL CIVIL DIVISION,  
TIRUPATI.

Name of Contractor : \_\_\_\_\_  
 Date of Application and Receipt : \_\_\_\_\_  
 Tender issued on : \_\_\_\_\_  
 Cost of tender : ₹.590/- including GS tax  
 Date of opening : \_\_\_\_\_

## I N D E X

Sl.No.	Details	From	Page	To
01.	Cover page -----	01	-	01
02.	Index -----	02	-	02
03.	Important Instructions to all Tenderers : -----	03	-	03
04.	Instructions to Tenderers who downloaded from the web	04	-	05
05.	Declarations	06	-	07
06.	General Rules & Directions : -----	08	-	10
07.	BSNL. W -6: -----	11	-	15
08.	BSNL W-7/8 (Abridged form): -----	16	-	17
09.	Pro-forma of Schedule A to F: -----	18	-	21
10.	Schedule – “D” (Additional Conditions/ Specifications)--	22	-	29
11.	Correction slips No. 4,5 & 6 -----	30	-	53
12.	Schedule – “A” (Schedule of Quantities): -----	54	-	55

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

Executive Engineer (Civil),  
 BSNL Civil Division,  
 Tirupati.

**IMPORTANT INSTRUCTIONS TO ALL TENDERERS**

01. Please go through the directives carefully. Any lapse / departure may lead to:
- i) Rejection of your tender and / or
  - ii) Forfeiture of your earnest money / and or
  - iii) Cancellation of your registration and / or
  - iv) Debarring you from future tenders.
02. The tenderers should read carefully & understand **all the Conditions for the contract, Schedule of quantity etc** attached with the tender document before actually quoting for the work.
03. Submission of Tender :- The Earnest money, Tender cost, Eligibility Credentials and Tender may be submitted as per Para No. 9.0 to 9.2.4 of BSNL W-6.
04. Any tender in which any of the prescribed conditions is not fulfilled or any conditions including that of conditional rebate is put forth by the tenderer shall be summarily rejected. However any unconditional rebate offered before the opening of the tenders shall be considered.
05. Near relatives of the BSNL employees shall not be permitted to tender and all the intending tenderers will have to give a certificate (that none of his / her near relatives as defined in para **14** of BSNL W-6) in the format enclosed.
06. The rates quoted shall include all taxes i.e. 50% of service tax payable, insurance, transportation, royalty, seigniorage charges that are applicable from time to time as per statutory rules of State / Central Government.
07. The rates shall invariably be written in figures and words and amount for each item worked out and filled in the schedule. All corrections made while filling shall be signed and seal affixed.
08. Please fill up the entire tender with one pen only. If the ink pen blots on the paper, please use dot pen for the entire tender.

CONTRACTOR

EXECUTIVE ENGINEER

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

1. Tender is to be down loaded from the web site and print is to be taken on A4 size paper and details are to be entered by the tenderer at the various locations in the document. It is advisable that the down loaded tender document to be printed through a good printer like laser etc., Submission of Xerox or Photocopy of tender document is prohibited.
2. The tenderer should see carefully & ensure that the complete tender document including schedule of quantities as per the Index has been downloaded. While taking printout it shall be ensured that the document is printed as appearing in the web & there is no change in formatting, number of pages etc. and all the pages are legible and clear.
3. The cost of the tender document (Non refundable, amount mentioned in BSNL W-6 of tender document) will have to be deposited by the tenderer in the form of bank draft payable in favour of **Accounts Officer (Cash), % GMTD, BSNL, Nellore** along with the tender. This should be enclosed as a separate demand draft. A single demand draft for the cost of tender form and Earnest Money Deposit will not be accepted. Tender not accompanied with the demand draft towards the cost of tender document will be summarily rejected.
4. The Earnest Money Deposit required for this work as stipulated in BSNL W-6 of tender document also to be submitted separately.
5. Tenderers are advised to download tender documents well in advance and submit the tender before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in website and the same shall be taken into account while submitting the tender. Tenderer shall download corrigendum (if any), print it out, sign and attach it with the main tender document. Tender document not accompanied by published corrigendum/s is liable to be rejected. BSNL will not be responsible for delay in downloading of tender document from website.
6. Each page of tender document should be signed by the tenderer with seal.
7. Tenderer/s are free to download tender document at their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the Office of **Executive Engineer, BSNL Civil Division, Tirupati**. After award of work agreement will be prepared based on the master copy of tender document available in the above mentioned office. **In case any discrepancy between the tender document downloaded from the website and the master copy, later shall prevail and will be binding on the tenderer/s, no claim on this account will be entertained.**
8. If any change/addition/deletion is made by the Tenderer/Contractor and the same is detected at any stage even after the award of the tender, full earnest money deposit will be forfeited and the contract will be terminated at his /their risk and cost. The tenderer is also liable to be banned from doing business with BSNL Civil Wing.
9. The down loaded "Tender Document" in which rates are quoted should be properly bound and sealed. Loose / Spiral bound tenders shall be rejected out-rightly. In case of any corrections/additions/alterations/deletions in the tender document vis-à-vis tender document available on website the tender will not be considered and Earnest Money Deposit shall be forfeited.

10. In case of any doubt in the downloaded tender, the same should be got clarified from the **O/o Executive Engineer, BSNL Civil Division, Tirupati** (telephone No: 0877-2220800) before submitting the tender.
11. (i) Attested copies of the credentials; (ii) Cost of Tender document; (iii) Earnest Money Deposit shall be kept in one envelope.
- NOTE :**  
Attested copies of credentials to be submitted are :
1. Enlistment / Registration document for all contractors.
  2. PAN Card for Non-BSNL contractors.
  3. Certificate of GST registration
  4. Form 'A' and Partnership deed in case of Partnership Firms. Memorandum of Articles of Association and Power of Attorney to sign the tender documents in case of Private Limited Companies.
12. Tender documents shall be kept in another envelope.
13. Above two covers shall be kept in a third cover and dropped in the tender box. All the three envelopes should be properly closed and sealed.
14. The tenders of tenderers will not be opened and will be returned to them in case cost of tender document is not submitted and or EMD is not submitted and or they are not eligible based on the credentials submitted by them. In any case cost of tender document will not be refunded.
15. Originals of all the credentials shall be produced by the tenderer as and when asked by the **Executive Engineer, BSNL Civil Division, Tirupati**. In case of failure to produce the originals the tender will not be considered and Earnest Money Deposit will be forfeited.
16. The tenderer should ensure that every page of the downloaded tender document is signed by him with stamp (seal).

CONTRACTOR

**DECLARATIONS TO BE GIVEN BY THE TENDERERS****It is to certify that**

- a) I / we have downloaded the tender form from the website [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in) and I/We have not tampered / modified the tender forms in any manner. In case, if the same is found to be tampered / modified I/We understand that my/our tender will be summarily rejected and full amount of Earnest Money Deposit will be forfeited and I/We am/are liable to be banned from doing business with BSNL Civil Wing.

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

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

**Date: -**

**Signature of Tenderer**

- b) I /We have gone through BSNL W-8 amended upto correction slip No. 6; available on website [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in) and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

**Date: -**

**Signature of Tenderer**

- c) I, \_\_\_\_\_ S/O Sri. \_\_\_\_\_ Resident of \_\_\_\_\_ hereby certify that none of my relative (s) as defined in para 14 of BSNL W-6 is/are employed in A.P. 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.

NOTE:- (To be certified by all the partners in case of partnership firms, by all the directors in case of companies).

**Date: -**

**Signature of Tenderer**

- 1.
- 2.
- 3.
- 4.

**d) The following are the works which are being executed by me / us.**

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

**Date: -**

**Signature of Tenderer**



BHARAT SANCHAR NIGAM LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)

## GENERAL RULES AND DIRECTIONS

1. All work proposed for execution by contracts will be notified in a form of invitation to tender duly signed by the officer inviting tender will be displayed on the notice board/ pasted in public places or by publication in News papers as the case may be and shall also be on the BSNL website [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in)

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each Partner thereof or by the partner(s) as specified in the partnership deed or by the person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.

3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partner(s) or by the partner(s) as specified in the Partnership Deed by the person holding a power of attorney authorizing him to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. No single envelope shall include tender for more than one work, but contractors who wish to tender for two or more works shall submit separate envelope for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

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

5. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. A receipt of earnest money, forwarded therewith, shall be given to all contractors. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor, remitting the same, without any interest.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment of payment, to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the AO / Sr. AO or a duly authorized Cashier.

8. The memorandum of work tendered for and schedule of the materials to be supplied by the BSNL and their issue-rate shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.



9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender document, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

10. In case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates, which correspond with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

In the event of no rate has been quoted for any item(s) then the rate for such item(s) will be considered as zero and work will be required to be executed accordingly. It will be presumed that the contractor has included the cost of this/ these item(s) in other item(s).

11. In case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word Rs. Should be written before the figure of Rs. And word 'P' after the decimal figures, e.g. Rs. 2.15 'P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to the two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the rate in words and it should not be written in the next line.

13. The contractor whose tender is accepted, for amount exceeding Rs. 15.00 Lakhs (Rupees Fifteen Lakhs), will be required to furnish an irrevocable PERFORMANCE GUARANTEE mentioned elsewhere in the Contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of Acceptance of Tender. This guarantee shall be in the form of Fixed Deposit receipts or Guarantee Bonds of a Scheduled Bank or State Bank of India.

The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by BSNL by way of Security Deposit unless he/they has / have deposited the amount of Security at the rate mentioned above in form of Demand draft / Baker's Cheque / Deposit at call receipt of a Scheduled Bank or State Bank of India in accordance with the form annexed hereto.

In case of works with estimated cost put to tender is up-to and including Rs. 15.00 Lakhs (Rupees Fifteen lakhs) the total security deposit deducted shall be 10% (Ten percent) instead of 5% (Five percent) of the tendered value of the work. Security Deposit shall be recovered @ 10% of gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work.

14. On acceptance of the tender, the name of accredited representative(s) of the contractor, who would be responsible for taking instructions from the Engineer-in-charge, shall be communicated in writing to the Engineer-in-Charge.

15. Sales-tax, purchase tax, turnover tax or any other tax on material in respect of the contract shall be payable by the Contractor and BSNL will not entertain any claim whatsoever in respect of the same.

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

17. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has /have tendered for the same work. Failure to observe this condition would render, the tender of the contractors, tendering, as well as witnessing the tender, liable to summary rejection.

18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor of appropriate class, must associate himself with agencies of appropriate class, which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

19. The contractor shall submit list of works which are in hand (progress) in the following form:-

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

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



B.S.N.L.W-6

**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

**NOTICE INVITING TENDER**

Sealed Item rate tenders are invited on behalf of the BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible contractors of B.S.N.L, D.O.T, CPWD, State PWD (B&R). DOP, MES & Railways for the work of **"Dismantling of 40M GBT at Narakuru in Nellore District."**

The work is estimated to cost **₹.1,36,092/- (Rupees One Lakh Thirty Six Thousand and Ninety Two) only**

- 1.0 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority.
- 1.0.1 Criteria of eligibility for issue of tender documents for non-BSNL registered contractors of public works organizations like CPWD, State PWD(B&R), DOP, MES Railways only.
- 1.0.1.1 For works up to ₹. 7.00 Lakhs – **"No prior experience is required for any category of registered contractors"**
- 2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL W - 8, amended upto correction slip No. 6 which is available as a BSNL publication / BSNL Web site : **www.ap.bsnl.co.in**. Tenderer shall quote his rates as per various terms and conditions of the said form, (in case "Tender Documents" are down loaded from the BSNL web site in which rates are to be quoted should be properly bound and sealed) which will form part of the agreement.
- 3.0 The time allowed for carrying out the work will be **1 (One) month** from the **Fifth** day after the date of issue of letter of award of work, or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the tender document.
- 4.0 The site for the work is available,
- 5.0 The last date of receipt of applications for issue of tender forms (in prescribed format/can also be down loaded from BSNL web site **www.ap.bsnl.co.in** ) and date of issue of tender forms will be as follows:
  - i) Last date of receipt of application \* **29.05.2023** up to 16.00 hours.
  - ii) Last date of issue of tender forms \* **30.05.2023**
- 6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of the contract to be complied with by the contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL web site **www.ap.bsnl.co.in** or be seen in the office of the **Executive Engineer (C) BSNL Civil Division, Tirupati** between 11.00 hrs. & 16.00 hrs every day except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of the following:-
  - i) **₹. 590/-** Including GS 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 (Cash), % GMTD, BSNL, Nellore.**

- ii) The tender shall be accomplished by Earnest money of ₹.2,730/- in cash (up to ₹.2500/- only) / Deposit at Call Receipt of a scheduled bank/Fixed Deposit Receipt of a scheduled bank/Demand Draft of a scheduled bank issued in favour of "**Accounts Officer (Cash), % GMTD, BSNL, Nellore** payable at Nellore. When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.

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

- 7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9.0 below, will be received by the **Executive Engineer(C) BSNL Civil Division, Tirupati** upto 15.00 hrs on \* **31.05.2023** and will be opened by him or his authorized representative in his office on the same day at 15.30 hrs. After opening the main envelope 3, the envelope 1 containing the earnest money along with the cost of the tender as applicable and eligibility credentials shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers whose earnest money, cost of tender and eligibility is found in order. The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached .

- 8.0 The description of the work is as follows: "**Dismantling of 40M GBT at Narakuru in Nellore District.**"

9.0 **Submission of the Tender:-**

Tender shall be submitted in following manner:

9.1 **In case the tender document is down loaded from BSNL web site .**

- 9.1.1 "Earnest Money plus cost of tender and eligibility credentials" shall be placed in sealed envelope – 1. marked "Earnest Money plus cost of tender and eligibility credentials".

- 9.1.2 The "Tender" shall be placed in sealed envelope – 2 and will be super scripted 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 super scripted with following data on it.

- i) Name of work
- ii) Name of Tenderer
- iii) Last date of receipt of Tender

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

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

- 9.2.2: Envelope no. 2 will be as per para 9.1.2.

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

- 9.2.4: Same as 9.1.4

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

- 9.3 The Tender in which rates/percentage are to be quoted should be properly bound and **sealed (wax sealed/ adhesive tape sealed)**. Loose/spiral bound submission (in case the tender is down loaded from web site) shall be rejected out rightly. In case of any correction/ addition/alteration/omission in Tender document vis-à-vis Tender document available on web site shall be treated as non-responsive and shall be summarily rejected.
- 10.0 Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above-mentioned officer.
- 10.1 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools & plant, etc., will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.
- 11.0 The competent authority on behalf of the B.S.N.L. does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
- 12.0 Canvassing whether directly or indirectly, in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 13.0 The competent authority on behalf of the B.S.N.L. reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 14.0 The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is /are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is /are defined as –
- (i) Member of Hindu Undivided family (HUF).
  - (ii) They are Husband and wife.
  - (iii) The one is related to other in the manner as father, mother, son(s) & son's wife (daughter –in-law), daughter(s), daughter's husband (Son –in –law), brother (s), brother's wife, sister (s), sister's husband (brother – in –law).
- 14.1 The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/ Gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications.
- 14.2 All the intending tenderer will have to give a certificate that none of his /her such near relative (s) as defined above is/are working in the concerned BSNL Civil Zone where he is going to apply for tender /work. The format of the certificate is to be given as : -
- "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".

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

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

- 15.0 No Engineer of Gazetted rank or other Gazetted officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of one year after the date of his retirement from Government service, without previous permission of the Government of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who has not obtained the permission of the Government of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.

- 16.0 The tender for the work shall remain open for acceptance for a period of **60(Sixty)** days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/ intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% (Fifty percent) 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 proforma annexed to tender document, within 15 days of issue of letter of award by the BSNL. In the event of failure on part of the successful tenderer to sign the agreement, the earnest money will be forfeited and the tender cancelled.

In case of works of estimated to cost 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 proforma 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 fifteen days, the Earnest Money will be forfeited and Tender cancelled.

- 18.0 This notice inviting tender (BSNL W-6) shall form a part of the contract document. In accordance with clause-1 of the contract, the letter of acceptance shall be issued first in favour of the successful tenderer/contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come in to effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful tenderer/contractor shall, within 30 days from such date, formally sign the agreement consisting of: -

- a) The notice inviting tender, all the document including additional conditions, specifications and drawings if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard BSNL W-8 amended upto correction slip No.6 as on website [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in).
- c) Agreement signed on non - judicial stamp paper as per Proforma annexed to BSNL W-8

- 19.0 Payment to the contractors shall be made through E-Payment system like ECS & EFT as detailed below:-
- a) In cities/ areas where ECS/EFT facility is provided by Banks, the tenderer must have account in such ECS/EFT facility providing Banks and the Bank a/c No. shall be quoted in the tender by the tenderer.
  - b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local branch i.e tenderer is having Bank account in the same place from where the payment is made by BSNL unit.
  - c) In case payment is made to outside branch i.e tenderer is having Bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
  - d) The payments to contractors will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than 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 chart has been prepared as required under Clause-5 and approved by the competent authority.
- 21.0 If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of six months.
- 22.0 General condition of contract for works amended upto correction slip No. 6 in BHARAT SANCHAR NIGAM LIMITED are available on web site [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in) as well as in the Divisional/Sub-Divisional office.
- 23.0 The tenderer shall furnish a declaration to this effect (in case of down loaded Tender) that no addition/deletion/correction have been made in the Tender document submitted and it is identical to the Tender document appearing on web site. Every page of down loaded Tender shall be signed by the tenderer with stamp (seal) of his firm/organization.

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

**Relevant \*blanks to be filled  
in by Executive Engineer.**



BSNL. W – 7/8

**BHARAT SANCHAR NIGAM LIMITED**  
(A GOVERNMENT OF INDIA ENTERPRISE)

STATE- **ANDHRA PRADESH**CIRCLE-**BSNL Civil Circle, VIJAYAWADA**DIVISION – **BSNL Civil Division, Tirupati**ZONE- **BSNL Civil A.P Zone**SUB-DIVISION- **BSNL Civil Sub-Division, Nellore.**

**Item Rate Tender & Contract for Works**

Tender for "**Dismantling of 40M GBT at Narakuru in Nellore District.**"

- (i) To be submitted by 15:00 hours on \* **31.05.2023**  
to the **Executive Engineer(c), BSNL Civil Division, Tirupati**
- (ii) To be opened in presence of tenderer who may be present at **15:30** hours on  
\***31.05.2023** in the office of **Executive Engineer(c), BSNL Civil Division,**  
**Tirupati**

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

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

Designation \_\_\_\_\_

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

**T E N D E R**

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

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

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

A sum of **₹.2,730/- ( Rupees Two Thousand Seven hundred and Thirty 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 authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

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

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

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

Dated.....

Witness:

Address:

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

Occupation:

Postal Address:-

## A C C E P T A N C E

The above tender (as modified by you (Contractor) and as provided in the letters mentioned here under) is accepted by me for and on behalf of the Bharat Sanchar Nigam Limited for a sum of Rs. \_\_\_\_\_ Rupees

\_\_\_\_\_ )

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

(a)

(b)

For & on behalf of the Bharat Sanchar Nigam Limited.

Dated.....

Signature . . . . .

Name & Designation . . . . .

Executive Engineer (Civil)  
BSNL Civil Division, TIRUPATI

<b>PROFORMA OF SCHEDULES</b>				
( Operative Schedules to be supplied separately to each of the intending tenderer)				
<b>SCHEDULE "A"</b>				
Schedule of Quantities ..... (Enclosed)				
<b>SCHEDULE "B"</b>				
Schedule of Materials to be issued to the contractor				
S. No.	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
<b>N I L</b>				
<b>SCHEDULE "C"</b>				
Tools and Plants to be hired to the contractor				
S. No.	Description of Item	Hire charges per day	Place of issue	
1	2	3	4	
<b>DELETED</b>				
<b>SCHEDULE "D"</b>				
Extra schedule for specific requirements/documents for the work if any - Schedule D1 (Enclosed)				
<b>SCHEDULE "E"</b>				
<b>Schedule of component of Materials, Labour etc. for escalation.</b> <b>NO ESCALATION ON MATERIAL AND LABOUR IS PAYABLE FOR THIS WORK.</b>				
<b>CLAUSE 10 C</b>				
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>	

<b>SCHEDULE "F"</b>		
<b>Reference to General Conditions of Contract</b>		
<b>Name of work:-</b>	<b>"Dismantling of 40M GBT at Narakuru in Nellore District."</b>	
Estimated cost of Work	<b>₹.1,36,092/-</b>	
Earnest Money	<b>₹.2,730/- (Rupees Two Thousand Seven Hundred and Thirty only)</b>	
<b>Performance Guarantee</b> (5% of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimate cost put to tender exceeding Rs. 15.00 Lakhs)	₹. _____ (Rupees _____ only)	
<b>Security Deposit</b> (10 % of the tendered value for works with estimated cost put to tender up to Rs. 15 Lakhs) (5% of the tendered value in the form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender exceeding Rs. 15.00 Lakhs)	₹. _____ (Rupees _____ only)	
<b><u>GENERAL RULES AND DIRECTIONS</u></b>		
Officers inviting tender	<b>Executive Engineer®, BSNL Civil Division, TIRUPATI</b>	
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		<b>50% (Fifty Percent)</b>
<b>Definitions</b>		See below
2(v)	Engineer-in charge	<b>Executive Engineer®, BSNL Civil Division, TIRUPATI</b>
2(viii)	Accepting Authority	<b>Executive Engineer®, BSNL Civil Division, TIRUPATI</b>
2(x)	Percentage on cost of materials and labour to cover all overheads and profit	<b>10 %</b>
2(xi)	Standard Schedule of Rates	C.P.W.D. DSR- 2021 with up to date correction slips. Rates multiplied by 110/115.
2(xii)	Department	BSNL
9(ii)	Standard BSNL Contract Form	BSNL W - 8 amended up to correction slip No.6.

<b>Clause 2</b>		
Authority for fixing compensation under Clause 2		<b>Executive Engineer© ,BSNL Civil Division, TIRUPATI</b>
<b>Clause 2A</b>		
Whether Clause 2A shall be applicable		<b>No, Clause 2A for bonus stands deleted</b>
<b>Clause 3A</b>		
Whether Clause 3A shall be applicable		<b>Yes</b>
<b>Clause 5</b>		
i)	Time allowed for execution of work.	<b>1(One) Month.</b>
ii)	Authority to give fair and reasonable extension of time for completion of work.	<b>Executive Engineer (Civil), BSNL Civil Division, TIRUPATI</b>
<b>Clause 6A</b>		
Whether Clause 6A shall be applicable		<b>YES</b>
<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>₹.68,000/-</b>
<b>Clause 10</b>		
Reinforcement steel to be used in the work shall have to be procured as below: (a) CTD bars Manufactured by / producers (b) TMT bars Manufactured by/ producers		<b>..... Primary producers such as SAIL,TISCO,RINL</b>
<b>Clause 11</b>		
Specification to be followed for execution of work.		<b>CPWD specification volume I &amp; II of 2009 with up to date correction slips.</b>
<b>Clause 12</b>		
12.2 & 12.3	Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not apply and clauses 12.2.& 12.3 shall apply	<b>50% (Fifty percent)</b>
<b>Clause 16</b>		
Competent authority for deciding reduced rates.		<b>Superintending Engineer© , BSNL Civil Circle, Vijayawada</b>

**Clause 36(i)**

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

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

- To be filled up by NIT approving authority as per latest provisions of Appendix-18 of CPWD Works manual.

**Clause 37(i) modified**

The GST has been implemented by Government of India with effect from 1st July, 2017. The rates quoted by the tenderer shall be firm and **inclusive of all taxes including GST @ 18%** on work contract service as per GST Act after duly considering the advantage of Input Tax Credit of GST on material/goods or services used in the work.

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.

**Clause 42**

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

ii) **Variation permissible on theoretical quantities**

- a) Cement for works with estimated costs put to tender
- i) not more than Rs. 5 lakhs 3 % minus
  - ii) more than 5 lakhs 2 % minus
- b) Steel reinforcement and structural steel sections for each diameter, section and category. 2 % minus

**Star prices to be considered for Escalation and Recoveries**

Sl.No	Material	Star Price (Rate in Figures and Words) excluding GST and transportation
1	For Cement	₹. 4,883- One Metric Tonne
2(a)	For Mild steel	NA
2(b)	For Reinforcement Steel conforming to BIS 1786 (Fe 415 Grade)	₹. 38,241/-One Metric Tonne
2(c)	For Reinforcement Steel TMT bars Fe - 500 D grade	₹. 38,241/- One Metric Tonne
2(d)	For Structural steel	₹. 35,749/- One Metric Tonne

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

## SCHEDULE - D

### ADDITIONAL CONDITIONS

#### (i) CEMENT

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

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

#### (ii) GS TAX

For the purpose of this agreement, the terms 'GST' shall include Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST) and any other taxes levied under the GST related legislation in India as may be applicable.

#### (iii) CONSTRUCTION WORKERS WELFARE CESS

Cess under building and other construction worker's welfare cess "Act 1996" and building and other construction workers Cess rules notwithstanding any thing contained in this contract, cess at the rate stipulated under Clause 3(1) of the Building and other construction worker's welfare Cess Act 1996, shall be recovered from the gross amount of the bill / bills payable under this contract.

### 2.0 OTHER CONDITIONS:

- 2.1 The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector, ANDHRA PRADESH State Govt. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. The extra sewerage charges (one time charges for commencement of work) required to be paid to the Municipal Corporation/ other statutory bodies shall be paid by the department and need not be considered by the contractor. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor. The water charges (for municipal water connection as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water connection for the drinking purposes from the municipal authorities or any other statutory body, the consequent sewerage charges shall be borne by the contractor. The clause 31A of the General conditions of contract for BSNL works is not applicable to the tender. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and shall pay to such authority all the fees that is required to be paid for the execution of work. He shall protect and indemnify the Department and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts. The fee payable to statutory authorities for obtaining the various permanent service connections and Occupancy Certificate for the building shall be borne by the Department.

### 3.0 Taxes and Royalties

- 3.1 **DEFINITION:** For the purpose of this agreement, the terms 'GST' shall include Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST) and any other taxes levied under the GST related legislation in India as may be applicable.

- 3.2 **RATE :** Rate quoted by the contractor shall be **inclusive** of all taxes/ cess, Building and other Construction Workers Welfare Cess or any other tax or Cess applicable in respect of this contract. **The tenders are advised to examine the various provisions of GST Act 2017 applicable to works contract as defined in Clause 119 of Section 2 of CGST Act.** The rate

quoted shall also be **inclusive** of all applicable taxes on goods / materials used in the work including GST as per rule. However, the rate quoted by the contractor shall be

**exclusive of rate chargeable on Work Contract Service under composite supply as per GST Act.** GST on work contract service as Composite supply shall be paid or reimbursed separately at the time of bill or afterwards as per rule. The contractor will also have to ensure that benefit of **Input Tax Credit** available as per GST Act in works contract Service as

composite supply is fully utilized, and benefit is totally passed on to the BSNL for final settlement of tax. [Note: It is important for the contractor to maintain separate accounts & records as per **Accounts & Records Rules 2017** for this work showing : (a) the names and addresses of the persons on whose behalf the works contract is executed; (b) description, value and quantity (wherever applicable) of goods or services received for the execution of works contract; (c) description, value and quantity (wherever applicable) of goods or services utilized in the execution of works contract; (d) the details of payment received in respect of each works contract; and (e) the names and addresses of suppliers from whom he received goods or services. The GST paid shall also be maintained. This is particularly important for Input tax crediting under new GST Act, and also vital to keep away any ambiguity or dispute related thereof with the BSNL. BSNL will not entertain **any extra claim**

due to lacking on contractor's part in this respect or on in any other respect in obedience of statutory rules / guidelines issued by the Competent Govt. in this regard.]

- 3.3 **INDEMNITY:** It is the responsibility of the supplier/contractor to ensure that outwards supply return (GSTR-1) is tiled correctly and to declare correct information on the invoice and GST portal.

In case of mismatch because of vender's fault, prompt amendments must be made by the supplier else supplier shall be required to indemnify BSNL of the loss of credit due to mismatch and BSNL shall recover the said amount from vendor. The compliances to be adhered by supplier include (but are not limited to) the following:

- (i) Uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time.
- (ii) Issuing GST compliant invoice/CN/DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.
- (iii) Acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of details on GSTN. Such changes w.r.t. the mis-match are required to be accepted by supplier within the time limit prescribed under the GST law. It must be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier.

BSNL reserves the right to be indemnified for the credit loss and recover the said amount from the supplier in case BSNL is unable to claim the input tax credit for any-compliance or default or due to lack of diligence on the part of the supplier. Further in case any credit is not received or short credit is received or in case of any error, because of which no credit is received then such equivalent amount is not liable to be paid by BSNL. Where, however the amount has already been paid by BSNL the same is liable to be recoverable or adjustable against subsequent payments.

3.4 **INDEMNITY CLAUSE:** It is hereby agreed between both the parties that in case any GST and / or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability/ professional costs related to litigation becomes payable by BSNL or input tax credit is denied to BSNL due to failure of the supplier to comply with the relevant laws/ regulations applicable in India or overseas. Supplier undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL.

3.5 **TAX DEDUCTED AT SOURCE:** Nothing contained herein the agreement shall prevent BSNL from deducting tax at source if required under GST Act and GST regulations any law or any regulation.

Income Tax and surcharges over Income Tax etc. at the rates fixed by the Ministry of finance, Government of India, shall be deducted from all the running and final bills of the contractor. Should there be any increase in rate of Income Tax and surcharge during execution of the contract, the same shall be payable by the contractor.

The Workers welfare cess and or any other cess as per the Govt. regulations will also be recovered from the contractor's bill

3.6 **GST INVOICE:** It shall be the responsibility of supplier to raise appropriate tax invoice as per provisions of GST Act. BSNL reserves the right to be indemnified for the credit loss in case BSNL is unable to claim the input tax credit for any non-compliance / default in raising appropriate invoice by supplier. Further all invoices should be sent to BSNL promptly.

Further the supplier is required to comply following requirement w.r.t. issuance of invoice :

\*All the details of supplier (name, address, GSTIN/ unregistered vendor, place of supply, SAC/HSN code etc.,) and other mandatory details shall be mentioned on the invoice.

\*Invoice/DN/CN need to be issued timely within the prescribed under GST law.

\*In case of any deficient supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.

\*It would be the responsibility of the supplier to declare correct information on invoice and GST portal viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.

\*Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availment of credit and ensure that the place of supply as per GST law is same as registered premise.

\*It shall be the responsibility of supplier to raise invoice within the prescribed timelines.

\*E-Way bill number should be mentioned on the invoices.

3.7 **DEBIT NOTE:** The supplier acknowledges and agrees to issue appropriate debit note/ credit note as prescribed under GST Act and send to BSNL within the prescribed time. All documents should be received well in advance so as to enable BSNL to claim proper credit wherever applicable.

Further it shall be the responsibility of supplier to declare the details of such credit note in the return for the month during which such credit note has been issued but not later than



September following the end of the financial year in which such supply was made, or the date of furnishing of the relevant annual return, whichever is earlier.

BSNL reserves the right to be indemnified for the credit loss by supplier in case BSNL is unable claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the supplier.

- 3.8 **PAYMENT TERMS:** BSNL will make payment to supplier only after the invoice is uploaded by supplier in GST outward return i.e. GSTR-1, and credit as GST is available (reflected in GSTR- 2A) to BSNL wherever applicable.

Further it is agreed that for claiming payment, the following documents are to be submitted by the Supplier to the paying state along with appropriate invoice.

1. Invoice along with e-way bills.
2. Delivery challans
3. Consignee Receipt (L.R)
4. Each equipment shall be accompanied by supplier certification confirming adherence to all standards for materials and workmanship quality. On copy of the same shall be sent by the supplier to state quality head/ state operation heads for record.
5. Bill of materials.
6. Any other document as may be demanded by BSNL.

Supplier hereby agrees that it will be solely responsible for performing all compliances and making payments of GST, Cesses, interest, penalties of any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas.

- 3.9 **PURCHASE ORDER:** It is understood between the parties that supplier shall raise invoice basis purchase order issued by BSNL. In case of any deviation or disagreement by supplier on place of supply, billing location, HSN code/ SAC Code stated on PO, it shall be the responsibility of supplier to intimate BSNL well in advance.

Further, in case supplier raises the invoice on an address other than agreed, it shall be the responsibility of the supplier to modify the invoice.

- 3.10 **PLACE OF SUPPLY:** For the purpose of this agreement, place of supply under GST Act shall be the place of supply as determined under purchase order raised by BSNL. It shall be the responsibility of supplier to intimate BSNL well in advance in case of deviation / disagreement with the place of supply as determined in PO.

- 3.11 **DEFICIENT SUPPLY/INCOMPLETE SUPPLY/REJECTED SUPPLY:** Each party to contract agrees that in case of any deficient supply or incomplete supply or rejected supplier, it shall be the responsibility of supplier to issue GST compliance credit note within the reasonable time and tax and take tax adjustment. In case the supplier fails to issue proper credit note within the time stipulated under the GST law, the taxes charged and not adjusted would be borne by the supplier

- 3.12 **ADVANCE PAYMENT:** Where in terms of the agreement, BSNL pays advance amount to supplier for supply of goods/ services; it shall be the responsibility of supplier to issue GST compliant receipt vouchers or such other document as may be prescribed to BSNL. Further supplier would be registered to issue refund voucher as prescribed under GST Act in case no supply is made and no invoice is raised.

- 3.13 **COMPLIANCE RATING:** Supplier shall be liable to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. Supplier shall be required to submit a self-declaration from time to time that, they are not black-listed on the GST portal. Notwithstanding anything contained in agreement, in the event of black listing of supplier i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to supplier only on receipt of input tax credit to BSNL.
- 3.14 **E-WAY BILL:** It shall be the responsibility of supplier to obtain e-way bill in case of movement of goods exceeding limit as prescribed under the GST Act. Supplier would indemnify BSNL in case of any non-compliance or default or due to lack of diligence on the part of the supplier to comply with the e-way bill requirement.
- 3.15 **PENALITY:** It is agreed by supplier that in case of any deviation, default or negligence on the part of supplier due to which it is liable to pay penalty to BSNL, the same shall be recovered by BSNL from supplier along with applicable GST tax ( as may be applicable).
- 3.16 **LIQUIDATED DAMAGES:** GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by supplier.
- 3.17 **SET OFF:** It is agreed that in case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.
- 3.18 **MISCELLANEOUS:** Supplier agrees to share the monthly information with BSNL which would be uploaded by the supplier in its GSTR-1 along with the information of input credit in such month. It shall be the responsibility of vendor / supplier to provide reconciliation statement of all the supplies made by it including issuances of credit note, debit note or other documents as prescribed, within 30<sup>th</sup> September following the end of relevant financial year.
- 3.19 **ROYALTY:** Any royalties at the prevalent rates shall have to be paid by the contractor on all the boulders / stones, metals, shingle, sand, bajri etc. or any other material collected by him for the execution of the work, direct to the Revenue authority or authorised agent of the State Govt. or Central Govt concerned.

**LIST OF PREFERRED MAKES FOR VARIOUS ITEMS OF WORK**

S.No	Material	Preferred Make
1.	Water Proofing Compound	Fosroc, Pidilite, Impermo by M/s Snowcem, Sika, Accoproof.
2.	PVC Pipes & Fittings	Supreme, Prince, Sudhakar, Truebore.
3.	Acrylic Distemper/Plastic Paint	Asian Paints, ICI, Berger.
4.	Synthetic Enamel Paint	ICI(Dulux Gloss), Asian Paints (Premium apcolite Gloss)
5.	Steel Primer	ICI, Asian Paints, Berger, Shalimar.
6.	Dash/Anchoring Fasteners	HILTI / Fischer
7.	Nuts/Bolts and Screws	GKW / Atul.
8.	Stainless Steel Sink (Out of Salem Steel only)	DIAMOND. NIRALI, Jayana, Prestige.
9.	Float Valve	Viking, Prayag.
10.	Admixtures	Fosroc, Pidilite, Roff.
11.	Vitreous China Sanitary Ware	Parryware, Hindustan Sanitaryware, Cera.
12.	Plastic seat cover of W.C.(ISI Mark only)	Commander, Hindware.
13.	Centrifugally Cast(spun) Iron Pipes & Fittings	NECO or any other B.I.S. marked product & fittings.
14.	Centrifugally Cast(spun) Iron Pipes (Class LA)	Electro Steel, Kesoram, Jindal.
15.	G.I. Pipes	Jindal (Hissar), Tata, Zenith.
16.	G.I. Fittings	Unik, Zenith, HB.
17.	Gun Metal Valves	Leader, ZOLOTO
18.	Stone ware pipes & Gully traps	Perfect, Hind or Crystal.
19.	Mirror Glass	Saint Gobain, Modiguard, Asahi.
20.	Grouting Compound	Latticrete, Fosroc.
21.	Aluminium Sections	Hindalco, Jindal, Indal.
22.	Ready Mix Concrete.	Ultratech, ACC, M/s L&T Concrete, Birla.
23.	Aluminium Fittings	Classic, Everite, Jyothi.
24.	Hydraulic door closer	Hardwyn, Everite.
25.	Floor Springs	Ozone, Hardwyn, Everite.
26.	Exterior paint	Snocem India, Asian, ICI, Berger.
27.	Pre-laminated partical board	Novapan, Ecoboard.
28.	Aluminium Composite Panel (ACP)	Armstrong, Reynobond, Alponic, Alucobond.
29.	Reflective glass	Saint Gobain, Asahi, Modi.
30.	Polyvinyl Butyl film	Dupont, Trossifoil, Trussof.
31.	PVC Sheet flooring	LG, Armstrong, Jindal.
32.	Prepainted sheet	Tata-bluescope, Jindal.
33.	ERW pipe	Tata, Jindal.
34.	Silicon sealant	Dow corning, GE.
35.	Epoxy grouts	Saint Bobin, Latticrete, FOSROC.
36.	Flush Door Shutters	Kitply / Standard, Kutty.
37.	Hardware Fittings	EARL BIHARI / HETTICH / LAXMI.
38.	Cupboard lock	Dorset, Godrej, Europa.
39.	Drawer Multilock	KEYMAN / Earl Behari.
40.	Cylindrical lock	SECUR, DORSET, Godrej.

41.	Mortice latch & lock	Godrej, Sheel.
42.	Glass	Modifloat / Asahi / Saint Gobain.
43.	Plyboard	GreenPly / Kitply.
44.	Prelaminated MDF Board	Merino.
45.	Plain MDF Board	NUWOOD.
46.	Laminates	Greenlam/Formica/Merinolam/Royal Touch.
47.	Paints	Jenson & Nicholson/Asian/British/Nerolac/ICI.
48.	Water Proof cement paint	Super Snowcem, Nitcocem.
49.	PVC tiles	Wonderfloor, Carara.
50.	Glue	Fevicol / Vamicol.
51.	Ceramic tiles	Kajaria / Bell / NITCO / ORIENT / Somany
52.	Porcelain ware	Parryware / Nycer /Cera / Hindware.
53.	CP fittings & accessories	Parko / Gem / Kingston.
54.	Sand cast iron pipes	RIF / BC.
55.	R.C.C. Pipes	IHP.
56.	Insulation above false ceiling	Armflex / Superion / Eurobatex.
57.	Square perforated metal false ceiling	Conwed / Unimet / TRAC.
58.	Providing Acoustical felt treatment	Soundtex.
59.	Gypsum board accessories	INDIA Gypsum Ltd.,
60.	Epoxy paint	Nerolac / Asian.
61.	Access flooring system (False floor)	Unitile / Donn.
62.	Perforated panels (False floor)	Unitile / Donn..
63.	Modular work stations	Bristol, Godrej, Blow plast, Featherlite, Legend.
64.	Tinted filim	Garware, Meditech, 3M.
65.	Vitrified tiles	Naveen, Bell, Kajaria, NITCO, Euro.
66.	Wood preservative	Bison by British paints, Woodguard, Termiseal.
67.	Marine plywood	Kenwood, Kitply, Greenply.
68.	Commercial plywood	Guna, Kenwood, Galaxy, Century.
69.	Plain partical board	Novopan, Ecoboard.
70.	PVC water tank	Sintex (with ISI mark embossing only)
71.	PVC Door shutter	Rajashri, Sintex.
72.	White Cement	Birla White / J.K. White.
73.	PVC gratings	PriNce / Prayag.

CONTRACTOR

EXECUTIVE ENGINEER (Civil)

**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,  
(Signature)

Copy in duplicate to:

1. The Executive Engineer  
\_\_\_\_\_ Division

Clause/ Par a of BSNL 6/8	Existing Provisions	Modifications proposed
1A	<p>The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of <b>5%</b> of the tendered value of the work. Such deductions Will be made and held by BSNL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in Cash (upto Rs.2500.00/Demand draft/Banker's Cheque/Deposit at Call Receipt of a Scheduled Bank or The State Bank Of India in accordance with the form annexed hereto. In case a Fixed Deposit Receipt of any bank is furnished by the contractor to the BSNL as part of the security Deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the BSNL to make good the deficit.</p> <p>All compensations or the other sums ..... will be treated a part of the Security Deposit.</p> <p>Does not exist</p> <p>NOTES: - In case of works with ..... tendered value of the work</p>	<p>The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of <b>5%</b> of the tendered value of the work. <b>Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money.</b> Such deductions will be made and held by BSNL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash (upto Rs. 2500) Demand draft/Banker's Cheque/ Deposit at Call Receipt of a Scheduled Bank or The State Bank Of India in accordance with the form annexed hereto. In case a Fixed Deposit Receipt of any bank is furnished by the contractor to the BSNL as part of the security Deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the BSNL to make good the deficit.</p> <p>All compensations or the other sums ..... will be treated a part of the Security Deposit.</p> <p><b>The Security Deposit as deducted above can be Released against the Bank Guarantee by a scheduled bank , on its accumulation to a minimum of Rs. 5 lakh subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rs. 5 Lakh. Provided further that the validity of Bank Guarantee including the one given against the earnest money shall be in conformity with the provisions contained in clause which shall be extended from time to time depending upon the extension of contract granted under provisions of Clause 2 and Clause 5.</b></p> <p>NOTES: - In case of works with ..... tendered value of the work</p>

<p><b>CLAUSE 2. (COMPENSATION FOR DELAY)</b></p>	<p>If the contractor fails to maintain.....The decision of the aforesaid authority in writing shall be final and binding on the contractor. This will also apply to items or group of items for which separate period of completion has been specified.</p> <p>Compensation for delay of work</p> <p>@ 2.0 % Per month of delay to be computed on daily basis for the works having stipulated time of completion more than six months</p> <p>@ 1.0 % Per week of delay to be computed on daily basis for the works having stipulated time of completion upto six months</p> <p>Provided always ..... is originally given.</p> <p>The amount ... other contract with the BSNL.</p> <p>In case, the contractor does not ..... However, no interest, whatsoever, shall be payable on such withheld amount.</p> <p>Does not exist</p>	<p>If the contractor fails to maintain.....The decision of the aforesaid authority in writing shall be final and binding on the contractor. This will also apply to items or group of items for which separate period of completion has been specified.</p> <p>Compensation for delay of work</p> <p>@ 2.0 % Per month of delay to be computed on daily basis for the works having stipulated time of completion more than six months</p> <p>@ 1.0 % Per week of delay to be computed on daily basis for the works having stipulated time of completion from <b>three months to six months</b></p> <p><b>@ 1.5 % Per week of delay to be computed on daily basis for the works having stipulated time of completion up to three months</b></p> <p>Provided always ..... is originally given.</p> <p>The amount ... other contract with the BSNL.</p> <p>In case, the contractor does not ..... However, no interest, whatsoever, shall be payable on such withheld amount.</p> <p><b>The compensation for slow progress or non-completion of work in stipulated time, at the Rates specified therein, is an “agreed compensation” under clause 2, which the Contractor has to pay in case of default. Therefore, Engineer-in-Charge will recover the same at the rates mentioned above, if the progress of the work is slow or the work is not Completed in stipulated time. In case the contractor feels aggrieved, he may appeal to the authority specified in Schedule „F” against such recovery, who has to take a balanced view of the delays on the part of the contractor, vis-à-vis the delays of the department and may uphold the recovery at the original rates or at reduced rates Or completely waive off the same depending upon the merits of each case. In such cases the decision of the competent authority shall be final and out of purview of the clause 25.</b></p>
--	---	---

<p><b>CLAUSE 3 (WHEN CONTRACT CAN BE DETERMINED)</b></p>	<p>If the Contractor:</p> <p>i) Having been ..... seven days thereafter; or,  ii) has without ..... seven days from the Engineer-in-Charge; or  iii) persistently neglects to... Engineer-in-Charge; or  iv) fails to complete ..... Engineer-in-Charge; or  v) being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order; or</p> <p>vi) commits any act/acts mentioned in Clause-21 there of</p> <p>vii) fails to start the work within 1/8 th of stipulated time</p> <p>Does not exist</p> <p>Does not exist</p>	<p>If the Contractor:</p> <p>i) Having been ..... seven days thereafter; or,  ii) has without ..... seven days from the Engineer-in-Charge; or  iii) persistently neglects to... Engineer-in-Charge; or  iv) fails to complete ..... Engineer-in-Charge; or</p> <p><b>v) shall offer or give or agree to give to any person in Government/BSNL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having been done or forborne to do any act in relation to the obtaining or execution of this or any other contract for BSNL; or</b></p> <p>vi) Shall enter in to a contract with BSNL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge; or</p> <p>vii) Shall obtain a contract with BSNL as a result of wrong tendering or other non-bonafide methods of competitive tendering; or</p> <p>viii) Shall any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition ( other than a voluntary liquidation for the purpose of amalgamation or reconstruction ) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or</p> <p>ix) being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to</p>
--	---	---



<p>Does not exist</p> <p>Does not exist</p> <p>THEN the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the Contract and in addition to any right or remedies under any of the provisions of the Contract or otherwise and whether the date for completion has or has not elapsed, shall by a notice in writing, shall have powers: -</p> <p>a) To determine or rescind the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Performance Guarantee, Earnest Money Deposit and security deposit already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.</p> <p>b) To measure up the work of the contractor, after giving notice to the contractor, and to take such balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work.</p> <p>The Engineer – in – charge shall on such determination or recession shall have powers to carry out such items of 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 amount 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 any other account whatsoever or from his Security Deposit</p>	<p>x) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or</p> <p>xi) assigns, transfer, sublets ( engagement of labour on a piece-work basis or of a labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-charge</p> <p>THEN the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the Contract and in addition to any right or remedies under any of the provisions of the Contract or otherwise and whether the date for completion has or has not elapsed, shall by a notice in writing, shall have powers: -</p> <p>a) <b>To determine the contract</b> as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Performance Guarantee, Earnest Money Deposit and security deposit already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.</p> <p>b) To measure up the work of the contractor, after giving notice to the contractor, and to take such balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work.</p> <p>Deleted</p>
--	--

	<p>and Performance Guarantee or the proceeds of sales thereof, or a sufficient part thereof as the case may be. If said available Performance Guarantee, Security Deposit and moneys are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary The Buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract. If the expenses incurred by the BSNL are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.</p> <p>In the event of above course(s) ..... to be paid the value so certified.</p> <p>The contractor, whose contract is determined or rescinded as above, shall be allowed to participate in the tendering process for the balance work if he so desired.</p>	<p>In the event of above course(s) ..... to be paid the value so certified.</p> <p>The contractor, whose contract is determined as above, <b>shall not be</b> allowed to participate in the tendering process for the balance work.</p>
<b>Clause 3A</b>	Does not exist	<p><b>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8<sup>th</sup> of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.</b></p>
<b>CLAUSE 6A</b> <b>Computerized Measurement Book</b>	Does not exist	<p>Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.</p> <p><b>All measurement of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of department so that a complete record is obtained of all the items of works performed under the contract.</b></p> <p><b>All such measurement and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorised representative as per interval or program fixed</b></p>

	<p>in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.</p> <p>Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes may be done during These checked/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorised representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.</p> <p>The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Division Officer for payment. The contractor shall submit two spare copies of such computerized MBs for the purpose of reference and record by the various officers of the department.</p> <p>The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.</p> <p>The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking</p>
--	---

	<p>of measurements/ levels by the Engineer-in- Charge or his representative.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.</p> <p>The contractor shall give not less than seven days" notice to the Engineer-in-Charge or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative incharge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and /or test checking measurements without such notice having been given or the Engineer-in-Charge"s consent being obtained in writing the same shall be uncovered at the Contractor"s expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.</p> <p>Engineer-in-Charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p> <p>It is also a term of this contract that checking and/or test checking the measurements of any item of work in the</p>
--	---

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

<p><b>CLAUSE 10 C : (Payment due to increase/decrease in prices/wages after receipt of tender for the work)</b></p>	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 &amp; 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is <b>18(Eighteen)</b> months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: -</p> <p>i) The base date for ...s including extension, if any.</p> <p>ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same.</p> <p>iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor.</p> <p>iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below:</p> <p><b>a) Adjustment for component of Cement</b> .....</p> <p><b>b) Adjustment for component of Reinforcement Steel</b></p> $V_s = Q_s * SP_s * (SI - SI_o) / SI_o$ <p><b>V<sub>s</sub></b> = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>Q<sub>s</sub></b> = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or <b>actual quantity consumed whichever is less</b> during the Quarter.</p> <p><b>SP<sub>s</sub></b> = Star price of Reinforcement Steel as <b>Mentioned in Schedule F.</b></p>	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 &amp; 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is <b>18(Eighteen)</b> months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: -</p> <p>i) The base date for .....s including extension, if any.</p> <p>ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same</p> <p>iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor.</p> <p>iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below:</p> <p><b>a) Adjustment for component of Cement</b> (No Change)</p> <p><b>b) Adjustment for component of Reinforcement Steel</b></p> $V_s = Q_s * SP_s * (SI - SI_o) / SI_o$ <p><b>V<sub>s</sub></b> = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>Q<sub>s</sub></b> = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or <b>actual quantity consumed whichever is less</b> during the Quarter.</p> <p><b>SP<sub>s</sub></b> = Star price of Reinforcement Steel as mentioned in Schedule F.</p>
---	--	--

	<p><b>SI=</b> All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of steel reinforcement for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p><b>SI<sub>o</sub></b> = All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>c) Adjustment for component of Galvanized steel</b></p> $V_t = Q_t * SP_t * \{0.85[(TI-TI_o)/TI_o] + 0.15[(ZI-ZI_o)/ZI_o]\}$ <p><b>V<sub>t</sub></b> = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>Q<sub>t</sub></b> = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p><b>SP<sub>t</sub></b> = Star price of Galvanized Steel as mentioned in Schedule F [to be fixed by the concerned CE(C)].</p> <p><b>TI</b> = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p>	<p><b>SI=</b> All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce.</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p> <p><b>SI<sub>o</sub></b> = All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>c) Adjustment for component of Galvanized steel</b></p> $V_t = Q_t * SP_t * \{0.85[(TI-TI_o)/TI_o] + 0.15[(ZI-ZI_o)/ZI_o]\}$ <p><b>V<sub>t</sub></b> = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>Q<sub>t</sub></b> = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p><b>SP<sub>t</sub></b> = Star price of Galvanized Steel as mentioned in Schedule F [to be fixed by the concerned CE(C)].</p> <p><b>TI = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</b></p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period</p>
--	---	--

	<p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p><b>TI<sub>0</sub></b> = All India wholesale index for Tower steel material (Angles , channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>ZI</b> = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <p>i) Index for the month when the last consignment of galvanized steel for the work is procured or</p> <p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause-2, the same principle as for the period within stipulated period of completion, will apply.</p> <p><b>ZI<sub>0</sub></b> = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>d) Adjustment for component of Other Materials</b> (No Change)</p> <p><b>e) Adjustment for component of P.O.L.</b> (No Change)</p>	<p><b>TI<sub>0</sub></b> = All India wholesale index for Tower steel material (Angles , channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>ZI = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.</b> (In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p> <p><b>ZI<sub>0</sub></b> = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>d) Adjustment for component of Other Materials</b> (No Change)</p> <p><b>e) Adjustment for component of P.O.L.</b> (No Change)</p>
<b>CLAUSE 10 CA</b>	<p>If after submission of the tender, the price of cement and/or reinforcement steel bars and/or galvanized steel (not being materials supplied from the Engineer-in Charge's stores in accordance with Clauses 10 thereof) increase(s) / decreases beyond the price(s) prevailing at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended</p>	<p>If after submission of the tender, the price of cement and/or reinforcement steel bars and/or galvanized steel (not being materials supplied from the Engineer-in Charge's stores in accordance with Clauses 10 thereof) increase(s) / decreases beyond the price(s) prevailing at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under clause-5 of the</p>



<p>under clause-5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) &amp; (c) of this clause shall be payable/ recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.</p> <p>The increase/decrease in prices ..... including extension if any and for the period under consideration.</p> <p>In case, price index of a particular material ..... schedule-F shall be followed.</p> <p>The amount of contract ..... as per the formula given below for individual material:</p> <p><b><u>a) Adjustment for component of Cement</u></b> (No Change)</p> <p><b><u>b) Adjustment for component of Reinforcement Steel</u></b></p> <p><b><math>V_s = Q_s * SP_s * (SI - SI_o) / SI_o</math></b></p> <p><b>Vs:</b> Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p><b>Qs :</b> Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)</p> <p><b>SPs</b> Star price of Reinforcement Steel as mentioned in Schedule F.</p> <p><b>SI=</b> All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <ul style="list-style-type: none"> <li>i) Index for the month when the last consignment of steel reinforcement for the work is procured or</li> <li>ii) Index for the month in which half of the stipulated contract period is over</li> <li>iii) Index for the period under consideration.</li> </ul> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p>	<p>contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) &amp; (c) of this clause shall be payable/ recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.</p> <p>The increase/decrease in prices ..... including extension if any and for the period under consideration.</p> <p>In case, price index of a particular material ..... schedule-F shall be followed.</p> <p>The amount of contract ..... as per the formula given below for individual material:</p> <p><b><u>a) Adjustment for component of Cement</u></b> (No Change)</p> <p><b><u>b) Adjustment for component of Reinforcement Steel</u></b></p> <p><b><math>V_s = Q_s * SP_s * (SI - SI_o) / SI_o</math></b></p> <p><b>Vs:</b> Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p><b>Qs :</b> Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)</p> <p><b>SPs</b> Star price of Reinforcement Steel as mentioned in Schedule F.</p> <p><b>SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</b></p> <p><b>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</b></p>
--	--

<p><b>Slo</b> : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and as valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b><u>c) Adjustment for component of Galvanized Steel</u></b></p> $V_t = Q_t * SP_t * \{0.85[(TI-TI_o)/TI_o] + 0.15[(ZI-ZI_o)/ZI_o]\}$ <p><b>V<sub>t</sub></b> = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>Q<sub>t</sub></b> = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p><b>SP<sub>t</sub></b> = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)].</p> <p><b>TI</b> = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <ol style="list-style-type: none"> <li>Index for the month when the last consignment of galvanized steel for the work is procured or</li> <li>Index for the month in which half of the stipulated contract period is over</li> <li>Index for the period under consideration.</li> </ol> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p><b>TI<sub>o</sub></b> = All India wholesale index for Tower steel material (Angles, channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>ZI</b> = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <ol style="list-style-type: none"> <li>Index for the month when the last consignment of galvanized steel for the work is procured or</li> </ol>	<p><b>Slo</b> : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and as valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b><u>c) Adjustment for component of Galvanized Steel</u></b></p> $V_t = Q_t * SP_t * \{0.85[(TI-TI_o)/TI_o] + 0.15[(ZI-ZI_o)/ZI_o]\}$ <p><b>V<sub>t</sub></b> = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p><b>Q<sub>t</sub></b> = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).</p> <p><b>SP<sub>t</sub></b> = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)].</p> <p><b>TI = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</b></p> <p><b>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</b></p> <p><b>TI<sub>o</sub></b> = All India wholesale index for Tower steel material (Angles, channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p> <p><b>ZI = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</b></p> <p><b>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index</b></p>
--	---

	<p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p><b>ZI<sub>0</sub></b> = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p>	<p><b>prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</b></p> <p><b>ZI<sub>0</sub></b> = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.</p>
<p><b>CLAUSE 12: (Deviation, Variations Extent and Pricing)</b></p>	<p><b>12.1</b> The Engineer-in-Charge shall have power ..... except as hereafter provided.</p> <p><b>12.1.1</b> The time ..... requested by the contractor, as follows:</p> <p>(i) In the proportion .....I tendered value(+) plus</p> <p>(ii) 25% of the time .....t authority under Clause-5.</p> <p><b>12.1.2</b> Rates for such altered, additional or substituted work shall be determined by the Engineer-in-Charge as follows:</p> <p>i) If the rate for altered, additional or substituted item of work is specified in the schedule of quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rates for the same item of work in the other schedules of quantities.</p> <p>ii) If the rate for any altered, additional, or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tender where two or more schedule of quantities form part of the contract the rate shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar item in other</p>	<p><b>12.1</b> The Engineer-in-Charge shall have power ..... except as hereafter provided.</p> <p><b>12.1.1</b> The time ..... requested by the contractor, as follows:</p> <p>(i) In the proportion .....I tendered value(+) plus</p> <p>(ii) 25% of the time .....t authority under Clause-5.</p> <p><b>To be deleted</b></p>

<p>schedule of quantities. The rate of such item shall be worked out on the basis of rate of similar item plus the difference in rate of the original item and the substituted item at the rate entered in Schedule of Rates mentioned in Schedule 'F' plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.</p> <p>iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) to (ii) above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed and the Engineer-in-Charge shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform, the Engineer-in-Charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such items shall be determined by the Engineer-in-Charge on the basis of market rate(s) prevailing during the fortnight following the date of the order plus ten per cent for profit and overhead.</p> <p><b>12.2</b> In the case of contract items, substituted items, contract cum substituted items or additional items which individually exceeds the deviation limits laid down in Schedule 'F' the contractor shall within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limit provided that if the rate so claimed are in excess of the rates specified in the Schedule of Quantities of those derived in accordance with the provisions of sub-para (i) to (ii) of conditions 12.1.2 and the Engineer-in-Charge shall, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the stipulated rates so determined. In the event of the contractor failing to claim the revision of rates within the stipulated period, the Engineer-in-Charge shall make payment at the rates as specified in the Schedule of Quantities or those already determined under sub-paras (i) to (ii) of condition 12.1.2 for the quantities in excess of the deviation limit laid down in Schedule 'F'.</p> <p>Does not exist</p>	<p><b>12.2</b> In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may, within 15 days of receipt of the order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall, within one month of the receipt of the claim supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform, the Engineer-in-Charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such items shall be determined by the Engineer-in-Charge on the basis of market rate(s) prevailing during that period.</p> <p>In case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned below:-</p> <p><b>12.2.1</b> If the market rate for the</p>
--	---

	<p>Does not exist</p> <p><b>12.3</b> All the provisions of 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 Engineer – in – charge may after giving notice to the contractor and after taking into consideration any reply received from him, revise the rates for the work in question having regard to decrease in the market rates.</p> <p><b>12.4</b> The Engineer – in – Charge shall intimate to the contractor the sanctioned rates of items falling under 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</p>	<p>market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).</p> <p><b>12.2.2</b> If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).</p> <p>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.</p> <p><b>12.3</b> The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule „F“, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.</p> <p><b>12.4</b> The contractor shall send to the Engineer-in-Charge once every three months, an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the</p>
--	---	---

	<p>under clause 12.3 shall be intimated within three months of the receipt of order by the contractor. Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates or disputes in the rates fixed by the Engineer-in-Charge of the items falling under the above clauses.</p> <p>Does not exist</p> <p><b>12.5</b> Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.</p>	<p>shall be deemed to have waived his right. However, the Superintending Engineer may authorize consideration of such claims on merits.</p> <p><b>12.5</b> For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless &amp; otherwise defined in the contract:-</p> <p>i) For Buildings: All works upto 1.2 m above the ground level or upto floor 1 level whichever is lower.</p> <p>ii) For abutments, piers and well steining: All works upto 1.2 m above the bed level.</p> <p>iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and the other elevated structures: All works upto 1.2 meters above the ground level.</p> <p>iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works upto 1.2 metres above the ground level.</p> <p>v) For basement: All works upto 1.2 m above ground level or upto floor 1 level whichever is lower.</p> <p>vi) For Roads, all items of excavation and filling including treatment of subbase.</p> <p><b>12.6</b> Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.</p>
<b>CLAUSE 25-Settlement of Disputes &amp; Arbitration</b>	<p>Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-</p>	<p>Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-</p>

<p>(i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the BSNL or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract, the contractor shall forthwith give notice in writing of his claim, in this behalf to the Engineer-in-Charge within 30 days from the date of disallowance thereof for which the contractor claims such additional payment or compensation or disputes the validity of any deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the BSNL be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Engineer-in-Charge in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claims not notified to the Engineer-in-Charge in writing in the manner and within the time aforesaid.</p> <p>(ii) The Engineer-in-Charge shall give his decision in writing on the claims notified by the contractor within 30 days of the receipt of the notice thereof. If the contractor is not satisfied with the decision of the Engineer-in-Charge, the contractor may within 15 days of the receipt of the decision of the Engineer-in-Charge submit his claims to the conciliating authority named in Schedule 'F' for conciliation along with all details and copies of correspondence exchanged between him and the Engineer-in-Charge.</p> <p>(iii) The party initiating conciliation shall send to the other party a written invitation to conciliate. Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate. If the other party rejects the invitation, or does not reply within thirty days from the date of invitation, there will be no Conciliation Proceedings.</p> <p>(iv) When it appears to the Conciliator that there exists element of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to parties for their observation after</p>	<p><b>(i) If the contractor considers that any work demanded of him to be outside the requirements of the contract, disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of contractor's letter.</b></p> <p><b>(ii) If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor within a period of 30 days from receipt of the decision, give a notice, in the form prescribed by the BSNL as per Appendix-XV to the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, to the Administrative Head of the Bharat Sanchar Nigam Limited for appointment of an arbitrator to adjudicate the notified claims failing which the said decision shall be final binding &amp; conclusive and not referable to adjudication by the arbitrator.</b></p> <p><b>To be deleted</b></p>
--	--

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



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

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

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

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

**CORRECTION SLIP NO. 6**  
**(TO GCC for civil works - 2006)**

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

**ABSTRACT ESTIMATE****"Dismantling of 40M GBT at Narakuru in Nellore District."**

Sl.No.	Description of Item	Quantity	Rate (Rs)	Unit	Amount(Rs)
1	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. a) Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	6.00	CuM.	One CuM.	
	(Rupees.....)				
2	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in - charge.	3.00	CuM.	One CuM.	
	(Rupees.....)				
3	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. a) In cement mortar	5.00	CuM.	One CuM.	
	(Rupees.....)				
4	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	21.00	CuM.	One CuM.	
	(Rupees.....)				
5	Dismantling and dismembering of Ground Based Tower up to 40m height (approximately 10MT weight) including cable runways, gantry, ladders and platforms etc carefully without any damage to the sections such as main legs, bracings, torsion members, ladders, wave guide racks, avaiation lamp, electrical wires, earthing strips , antenna fixtures Lightning arresters etc. complete with necessary precautions to prevent the materials falling on ground and sorting, stacking and grouping, bundling with rope or binding wire for easy handling and transporting the tower				

materials etc.by mechanical transport from the tower site at Narakuru to BSNL stores, Batwadipalem,Nellore, including loading, unloading and stacking etc. complete all as directed by the Engineer in Charge.

10500.00 KG

One KG

(Rupees.....)

- 6 CREDIT for taking possession and further disposal of the unserviceable material recovered from the work suchas steel reinforcement, Angles, M.S.Pipes etc.

500.00 KG

One KG

(Rupees.....)

**Contractor****Executive Engineer (Civil),  
BSNL Civil Division,  
Tirupati**