

TENDER DOCUMENT

FOR

THE WORK OF

Erection of fallen MARR mast and providing stay wire and interconnection to MARR Mast a N.Rangapuram in Kurnool BA
<u>NIT No. 18/2023-24/CDT</u>
This Tender document contains 56 printed pages including this cover.
Name of Contractor:
Date of Application and Receipt:
Tender issued on:
Cost of tender: ₹.177/-(Rupees One Hundred and Seventy Seven) only including GST (Non- Refundable)
Date of submission: 18.01.2024 (up to 15.00 hrs)
Date of opening: 18.01.2024 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	: ₹.177/- including GS tax
Date of opening	:

INDEX

SI.No.	Details		 Page	
		From		То
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 wel	o 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	-	57

The N.I.T. contains **56(Fifty Six)** 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 <u>read carefully & understand</u> 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, Kurnool, Payable at Kurnool, 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.

- 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 envelops 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 <u>www.ap.bsnl.co.in</u> 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 <u>www.ap.bsnl.co.in</u> 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 Newspapers as the case may be and shall also be on the BSNL website 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 t 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 work 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 contact 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.

TENDER DOCUMENT

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 t 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

1. 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 **"Erection of fallen MARR mast and providing stay wire and interconnection to MARR Mast at N. Rangapuram in Kurnool BA"**

The work is estimated to cost ₹.66,991/-(Rupees Sixty Six Thousand Nine Hundred and Ninety One) 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 : <u>www.ap.bsnl.co.in</u>. 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 <u>www.ap.bsnl.co.in</u>) and date of issue of tender forms will be as follows:
 - i) Last date of receipt of application * **<u>16.01.2024</u>** up to 16.00 hours.
 - ii) Last date of issue of tender forms * **17.01.2024**
- 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) ₹. 177/- 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, Kurnool.

ii) The tender shall be accomplished by Earnest money of ₹.1,340/- 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, Kurnool payable at Kurnool. 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.

<u>Note:</u> 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 * **18.01.2024** 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: - "Erection of fallen MARR mast and providing stay wire and interconnection to MARR Mast at N.Rangapuram in Kurnool BA"

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 superscripted as "Tender".
- 9.1.3 The sealed envelope no. 1 & 2 as above containing "Earnest money plus cost of tender, eligibility credentials", and the "Tender" shall be placed in another sealed envelope 3.
- 9.1.4 All the three envelopes shall be superscripted with following data on it.
 - i) Name of work
 - ii) Name of Tenderer
 - iii) Last date of receipt of Tender
- 9.2 In case tender document is purchased from Division Office.
- 9.2.1: Earnest Money Deposit in required format or proof of payment of EMD (If paid in cash) and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1
- 9.2.2: Envelope no. 2 will be as per para 9.1.2.
- 9.2.3: The sealed envelopes 1&2 shall be placed in another sealed envelope no. 3.
- 9.2.4: Same as 9.1.4
 - Note: In case the eligibility credentials are not found in order at any stage i.e before award of work or during execution of 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------s/o Resident of ------s/o 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 <u>www.ap.bsnl.co.in</u>.
 - 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 <u>www.ap.bsnl.co.in</u> 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, Kurnool

Item Rate Tender & Contract for Works

Tender "Erection of fallen MARR mast and providing stay wire and interconnection to MARR Mast at N.Rangapuram in Kurnool BA"

(i) To be submitted by 15:00 hours on * **18.01.2024**

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 *18.01.2024 in the office of Executive Engineer(c), BSNL Civil Division, Tirupati

Issued to:
(Contractor)
Signature of officer issuing the documents
Designation
Date of Issue

TENDER

I/We have read and examined notice inviting tender, schedule, A, B, C, D, E & 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 $\mathfrak{F.1,340}$ - (Rupees One Thousand, Three hundred and Fourty 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:

Occupation:

(______) Signature of Contractor

Postal Address:-

.....

ACCEPTANCE

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

(b)

For & on behalf of the Bharat Sanchar Nigam Limited.

)

Dated.....

BSNL Civil Division, TIRUPATI

erer)		
≥ of issue		
∋ of issue		
∋ of issue		
∋ of issue		
e of issue		
e of issue		
5		
Hire charges per day Place of issue		
3 4		
<u>'</u>		
osed)		
iseu)		
ORK.		

SCHEDULE "	F"				
	General Conditior	s of Contract			
Name of work: -			Erection of fallen MARR mast and providing stay wire and interconnection to MARR Mast at N.Rangapuram in Kurnool BA		
Estimated cos	t of Work		₹.66,991/-		
Earnest Mone	y		₹.1,340/- (Rupees One Thousand Three Hundred and Forty only)		
Performance Guarantee (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)			¥	(Rupeesonly)	
Security Deposit (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)			¥	(Rupeesonly)	
GENERAL RULES AND DIRECTIONS					
Officers inviting tender Executive Engineer©, BSNL Civil Division, TIRUPATI					
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3				50% (Fifty Percent)	
Defi	nitions			See below	
2(v)	Engineer-in charg	e	Executive I TIRUPATI	Engineer©, BSNL Civil Division,	
2(viii)	Accepting Authority		Executive Engineer©, BSNL Civil Division, TIRUPATI		
2(x)	Percentage on cost of materials and labour to cover all overheads and profit				
2(xi)	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 C	ontract Form	BSNL W - 8 amended up to correction slip No.6.		

Clause 2				
Authority f	or fixing compensation under Clause 2	Executive Engineer© ,BSNL Civil Division, TIRUPATI		
Clause 2	Α			
Whether Cl	ause 2A shall be applicable	No, Clause 2A for bonus stands deleted		
Clause 3A				
Whether Cl	ause 3A shall be applicable	Yes		
Clause 5				
i) Tir	me allowed for execution of work.	1(One) month		
	thority to give fair and reasonable tension of time for completion of work.	Executive Engineer© ,BSNL Civil Division, TIRUPATI		
Clause 6	A			
Whether Cl	ause 6A shall be applicable	YES		
Clause 7				
payment /a collected, i	e of work to be done together with net adjustment of advances for materials f any, since the last such payment for le to interim payment.	₹.33,500/-		
Clause 1				
have to be (a) CTD ba producers	nent steel to be used in the work shall procured as below: rs Manufactured by / rs Manufactured by/ producers	Primary producers such as SAIL,TISCO,RINL		
Clause 1	1			
	-			
Specificatio	on to be followed for execution of work.	CPWD specification volume I & II of 2009 with up to date correction slips.		
Clause 1	2			
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	50% (Fifty percent)		
Clause 16	Competent authority for deciding	Superintending Engineer© , BSNL Civil Circle,		
	reduced rates.	Vijayawada		

Clause 36(i)

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

SI. 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

b)

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
Steel reinforcement and structural steel sections for each	2 % minus
diameter, section and category.	

SI.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

Star prices to be considered for Escalation and Recoveries

SHEDULE - 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 not withstanding 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 <u>per GST Act</u>. 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 obeyance 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

3.5

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.

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 not 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.

3.10

3.11

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
because of demand/ recovery initiated by any revenue authority under
- laws/ regulations applicable in India or overseas.
 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.

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 is 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.

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 foods/ 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 my 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 DAMGES:** 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 30thSeptember 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.

TENDER DOCUMENTNIT NO. 18/2023-24/CDTLIST 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 Butlyl 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.

BSNL

TEN	DER DOCUMENT	NIT NO. 18/2023-24/CDT	BSNL
41.	Mortice latch & lock	Godrej, Sheel.	
42.	Glass	Modifloat / Asahi / Saint 0	Gobain.
43.	Plyboard	GreenPly / Kitply.	
44.	Prelaminated MDF Board	Merino.	
45.	Plain MDF Board	NUWOOD.	
46.	Laminates	Greenlam/Formica/Merin	olam/Royal Touch.
47.	Paints	Jenson & Nicholson/Asia	n/British/Nerolac/ICI.
48.	Water Proof cement paint	Super Snowcem, Nitcoce	em.
49.	PVC tiles	Wonderfloor, Carara.	
50.	Glue	Fevicol / Vamicol.	
51.	Ceramic tiles	Kajaria / Bell / NITCO / O	RIENT / 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 ceilin	g Armflex / Superion / Euro	batex.
57.	Square perforated metal fall	se ceiling Conwed / Unimet / TRAC	
58.	Providing Acoustical felt trea	atment Soundtex.	
59.	Gypsum board accessories	INDIA Gypsum Ltd.,	
60.	Epoxy paint	Nerolac / Asian.	
61.	Access flooring system (Fal	se floor) Unitile / Donn.	
62.	Perforated panels (False flo	or) Unitile / Donn	
63.	Modular work stations	Bristol, Godrej, Blow plas Legend.	t, Featherlite,
64.	Tinted filim	Garware, Meditech, 3M.	
65.	Vitrified tiles	Naveen, Bell, Kajaria, NI	TCO, Euro.
66.	Wood preservative	Bison by British paints, W Termiseal.	/oodguard,
67.	Marine plywood	Kenwood, Kitply, Greenp	ly.
68.	Commercial plywood	Guna, Kenwood, Galaxy,	Century.
69.	Plain partical board	Novopan, Ecoboard.	
70.	PVC water tank	Sintex (with ISI mark emb	cossing 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)

То

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

Correction Slip no. 4

(To GCC for civil works-2006)

Clause/	Existing Provisions	Modifications proposed
Par a of		
BSNL		
6/8		
1A	The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions Will be made and held by BSNL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in Cash (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.	The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along- with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by BSNL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash (upto Rs. 2500) Demand draft/Banker's Cheque/ Deposit at Call Receipt of a Scheduled Bank or The State Bank Of India in accordance with the form annexed hereto. In case a Fixed Deposit Receipt of any bank is furnished by the contractor to the BSNL as part of the security Deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the BSNL to make good the deficit.
	All compensations or the other sums	
	Security Deposit.	Security Deposit.
	Does not exist NOTES: -	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.
	In case of works with tendered value of the work	NOTES: - In case of works with tendered value of the work

TENDER DOCUMENT

NIT NO. 18/2023-24/CDT

BSNL

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

BSNL

CLAUSE 3	If the Contractor:	If the Contractor:
(WHEN CONTRAC T CAN BE DETERMIN ED)	 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 	 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) 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
	vi) commits any act/acts mentioned in Clause-21 there ofvii) fails to start the work within 1/8 th of stipulated time	vi) Shall enter in to a contract with BSNL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge; or vii) Shall obtain a contract with BSNL as a
	Does not exist	result of wrong tendering or other non- bonafide methods of competitive tendering; or 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
	Does not exist	 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 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

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

TENDER DOCUMENT

	IENDER DOCUMENT NIT	NO. 18/2023-24/CD1 BSNI
	and Performance Guarantee or the proceeds of sales thereof, or a sufficient part thereof as the	
	case may be. If said available Performance	
	Guarantee, Security Deposit and moneys are not	
	sufficient, the contractor shall be called upon in	
	writing and shall be liable to pay the same within	
	30 days. If the contractor shall fail to pay the	
	required sum within the aforesaid period of 30	
	days, the Engineer-in-charge shall have the right	
	to sell any or all of the contractor's unused	
	materials, constructional plant, implements,	
	temporary The Buildings, etc. and apply the proceeds of sale thereof towards the satisfaction	
	of any sums due from the contractor under the	
	contract and if thereafter there be any balance	
	outstanding from the contractor, it shall be	
	recovered in accordance with the provisions of	
	the contract. If the expenses incurred by the	
	BSNL are less than the amount payable to the	
	contractor at his agreement rates, the difference	
	shall not be paid to the contractor.	
	·	
	In the event of above course(s) to be paid	
	the value so certified.	In the event of above course(s) to be paid the value so certified.
	The contractor, whose contract is determined or	
	rescinded as above, shall be allowed to	The contractor, whose contract is determined as
	participate in the tendering process for the	above, shall not be allowed to participate in the
	balance work if he so desired.	tendering process for the balance work.
Clau se	Does not exist	In case, the work cannot be started due to reasons not within the control of the contractor
3A		within 1/8 th 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.
CLA	Does not exist	Engineer-in-Charge shall, except as otherwise
USE 6A		provided, ascertain and determine by
Com		measurement the value of work done in accordance with the contract.
pute		
ri		All measurement of all items having financial
zed		value shall be entered by the contractor and
Mea		compiled in the shape of the Computerized
sure		Measurement Book having pages of A-4 size as
m		per the format of department so that a complete
ent		record is obtained of all the items of works
Воо		performed under the contract.
k		
		All such measurement and levels recorded by
		the contractor or his authorized representative
		from time to time, during the progress of the work, shall be got checked by the contractor
		from the Engineer-in-Charge or his authorised
		representative as per interval or program fixed

in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

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.

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.

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.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/ levels by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

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.

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.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor

	TENDER DOCUMENT NIT NO. 18/2023-24/CDT		
		from liabilities from any over measurement or defects noticed till completion of the defects liability period.	
CLA USE 10 B i) Secu red Adva nce on Non- peris habl e Mate rials	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.	The contractor on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work, upto 90% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.	
	Such secured advance glass, sand, petrol, diesel etc.	Such secured advance glass, sand, petrol, diesel etc.	

TENDER DOCUMENT

NIT NO. 18/2023-24/CDT

BSNL

 CLAUSE If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 8.34 threeol) and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or wages of labour required for services rendered at 8.4 threeol and/or work dout and the amount of the contract services rendered at 8.4 threeol and/or wages of labour required for such three services rendered at 8.4 threeol and/or work dout and the amount in the prices of materials and 1.4 three services and the amount in rupes at 8.4 threeol and/or work dout and the required for such three services rendered at 8.4 threeol and/or which the secalation with the secalation withet and tabour, when due, shall be worked out as a	IENDER	DOCUMENT NIT NO. 18/2023-	-24/CD1 BSNL	
 (Payment the SSNL in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for such increase in the contractor shall be compensated for such increase as per provisions detailed below and the amount of the amo		If the prices of materials (not being materials	If the prices of materials (not being materials	
due to increase/ increase/ weexcution of the work increase, the contract shall be compensated for such increase, the contract shall be compensated or such increase, the contract shall be compensated for such increase, the contract shall be compensated for such increase, the contract shall be contract shall accordingly be contract shall accordingly be varied, subject to the contract shall be condition that such compensation for escalation in prices shall be available only for the work do under the provisions of Clause 5 of the contract whito the contract validity is extended under the provisions of Clause 5 of the contract whito the contract validity is extended under the provisions of Clause 5 of the contract whito the contract validity is extended under the provisions of Clause 5 of the contract whito the contract validity is extended under the provisions of Clause 5 of the contract whito the such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. i) The base date fors including extension, if any. i) The cost of work on which the escalation working out such percentage shall be inder or such and percentage shall be inding on the contract. i) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below. ii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be inding on the contract. iii) Components of Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below. iii) Component of Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below. iii) Adjustintent for component of Reinforcement Steel consumd, Nerease o	10 C :	supplied or services rendered at fixed prices by		
 increase/ decrease/ in prices/ wages 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 subjulated period of the contract so the contract without any action under Clause 5 of the contract subject to the condition that no such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out aper the formula given below: a) Adjustment for component of Cement functase or decrease in the amount in rupes to be paid or recovered. b) Adjustment for component Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SP_* - Star price of Reinforcement Steel as mentioned in Schedule F. 	(Payment	the BSNL in accordance with Clauses 10 & 34	BSNL in accordance with Clauses 10 & 34 thereof)	
 decrease in provisions detailed below and the amount of the contract shall accordingly be varied, subject to the contract shall according such period for which the studed under the provisions of Clause 5 of the contract validity is extended under the provisions of Clause 5 of the contract validity is extended of completion in the such compensation shall be payable for a work for which the stuplated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be inding on the contract. ii) The cost of work on which the escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a Adjustment for component of Cement Steel Cost i.e. increase or decrease in the amount in rupees to be paid or recovered. b) Adjustment for component of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. b) Adjustment for component Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SP_n - Star price of Reinforcement Steel as mentioned in Schedule F. 	due to	thereof) and/or wages of labour required for	and/or wages of labour required for execution of the	
 in prices/ wages after contract shall accordingly be varied, subject to condition that such compensation for escalation in prices shall be available only for the work done during the stupulated period of the contract including such period for which the contracts walldly is extended under the provisions of Clause 5 of the contract including such period for which the contracts walldly is extended under the provisions of Clause 5 of the contract which the stipulated period of completion is 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18[Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reconder as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contract. iv) The compensation for escalation for escalation metarials and labour, when due, shall be worked out ase per the formula given below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contract. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out age the formula given below: a Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component steel consumed be paid or recovered. b) Adjustment for component Steel consumed, based on theoretical consumption, or actual quantity consumed	increase/	execution of the work increase, the contractor	work increase, the contractor shall be compensated	
 wages after receipt of 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 wailable only for the work done during the stipulated period of the contract wailable only for the work done during the stipulated period of the contract wailable only for the work done during the stipulated period of the contract wailable only for the work done during the stipulated period of the contract wailable only for the work done during the stipulated period of the contract wailable only for the work done during the stipulated period of the contract wailable only for the work done during the stipulated period of the contract wailable only for the work done during the stipulated period of the contract wailable only for the work done during the stipulated period of the contract wailable only for the work done during the stipulated period of the contract wailable and so subject to the condition that no such compensation for escalation is the provisions of Clause 5 of the contract wailable and so subject to the condition that no such compensation for escalation is the prices of materials and labour, when due, shall be worked out and sea on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. b) Adjustment for component of Reinforcement Steel consumption, or actual quantity consumed whichever is less during the Quarter. b) Adjustment for component Steel consumption, or actual quantity consumed whichever is less du	decrease	shall be compensated for such increase as per	for such increase as per provisions detailed below	
after receipt of trader for the work! 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 contracts so the contract without any action under Clause 2 and also subject to the condition that no such compensation for escalation in the prices of which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. i) The base date fors including extension, if any. ii) ii) The cost of work on which the escalation working out such percentage shall be inding on the contractor. ii) The base date fors including extension, if any. iii) iii) Components of Cernent, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iii) Components of Cernent, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: iii) Adjustment for component of Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: iii) Adjustment for component of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Qa-Quantity of Reinforcement Steel consumed, based on theoretical consumu	in prices/	provisions detailed below and the amount of the	and the amount of the contract shall accordingly be	
 incereit of prices shall be available only for the work done during the stipulated period of the contract wilduid as uses of the contract wilduid as subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Cother Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. b) Adjustment for component of Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. b) Adjustment for component of Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. b) Adjustment for component of Reinforcement Steel consumption, or actual quantity consumed whichever is less during the Quarter. SP_* - Star price of Reinforcement Steel as mentioned in Schedule F. 	wages	contract shall accordingly be varied, subject to the	varied, subject to the condition that such	
 incereit of prices shall be available only for the work done during the stipulated period of the contract wilduid as uses of the contract wilduid as subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Cother Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. b) Adjustment for component of Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. b) Adjustment for component of Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. b) Adjustment for component of Reinforcement Steel consumption, or actual quantity consumed whichever is less during the Quarter. SP_* - Star price of Reinforcement Steel as mentioned in Schedule F. 	after	condition that such compensation for escalation in	compensation for escalation in prices shall be	
 tender for during the stipulated period of the contract studid is extended under the provisions of Clause 5 of the contract without any action under Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation working out such percentage shall be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Cher entitas and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement Steel Cost i.e. increase or decrease in the amount in rupees to be paid or recovered. b) Adjustment for component Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. b) Adjustment Steel consumption, or actual quantity consumed whichever is less during the Quarter. SP_n - Star price of Reinforcement Steel as methoned in Schedule F. 	receipt of			
 the work) including such period for which the contract 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 expable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. ii) The base date fors including extension, if any. iii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for escalation for escalation of escalation of escalation of escalation of escalation of escalation for escalation of escalation for escalation for	tender for	• •	stipulated period of the contract including such	
 validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: b) Adjustment for component of Cement (No Change) b) Adjustment for component of Cement Steel (No Fange) b) Adjustment for component of Cement Steel (No Fange) c) The contractor. iv) The compensation in Reinforcement Steel consumption, or actual guantity consumed whichever is less during the Quarter. SP_a - Star price of Reinforcement Steel samentioned in Schedule F. 	the work)			
 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such to compensation for escalation in the prices of compensation for escalation in the prices of compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation in will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Cother Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement for effection in Reinforcement Steel (Steel Cost i.e. increase or decrease in the amount in rupees to be paid or recovered. b) Adjustment for component Steel cost i.e. increase or decrease in the amount in rupes to be paid or recovered. b) Adjustment Steel consumption, or actual quantity consumed whichever is less during the Quarter. SP_a - Star price of Reinforcement Steel as mentioned in Schedule F. 			under the provisions of Clause 5 of the contract	
 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such completion is 18(Eighteen) months or les			•	
 compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel [Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel cost i.e. increase or decrease in the amount in rupesto to be paid or recovered. Q_a - Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SP_a - Star price of Reinforcement Steel as mentioned in Schedule F. 		-		
 which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel as defor b) Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Q_a - Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SP_a - Star price of Reinforcement Steel as mentioned in Schedule F. 		-	-	
 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be worked out as per the formula given below: a) Adjustment for component of Cement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: b) Adjustment for component of Cement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: b) Adjustment for component of Cement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: b) Adjustment for component of Cement Steel, Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. b) Adjustment for component Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as mentioned in Schedule F. 				
 compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement Steel b) Adjustment for component of Cement Steel V_s = Q_s * SP_s * (SI-SI₀) / SI₀ V_s = Q_a * SP_s * (SI-SI₀) / SI₀ V_s = Q_a the amount in rupees to be paid or recovered. Q_s = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. 			_	
 materials and labour, when due, shall be worked out based on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. b) Adjustnet for component Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. 				
 out based on the following provisions: - i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reckoned as below: Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Cement crease or decrease in the amount in rupest to be paid or recovered Q_s = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter				
 i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel b) Adjustment for component of Cement c b) Adjustment for component of Cement c b) Adjustment for component of Cement c c d. Adjustment for component of Cement d. Adjustment for component of Cement d. Adjustment for component of Cement b) Adjustment for component of Cement d. Adjustment for component of Cement Steel b) Adjustment for component of cerease in the amount in rupees to be paid or recovered. Q_s - Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter			31	
 i) The base date fors including extension, if any. ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel ox the increase or decrease in the amount in rupes to be paid or recovered. V_s = Q_a * SP_s * (SI-SI_b) / SI_b V_s = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SP_s = Star price of Reinforcement Steel as mentioned in Schedule F. 		51		
 ii) The cost of work on which the escalation will be payable shall be reckoned as below: Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel . Vs = Qa * SPs * (SI-SIo) / SIo Vs = Qa * SPs * (SI-SIo) / SIo Vs = Qa a* SPs * (SI-SIo) / SIo Vs = Qa a* SPs * (SI-SIo) / SIo Vs = Qa a* SPs * (SI-SIo) / SIo Vs = Qa a* SPs * (SI-SIo) / SIo Vs = Qa attity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as mentioned in Schedule F. 		i) The base date fors including extension, if		
 ii) The cost of work on which the escalation will be payable shall be reckoned as below: Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel Vs = Qs * SPs * (SI-SIo) / SIo Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as mentioned in Schedule F. 			if any.	
 will be payable shall be reckoned as below: - Table is same. iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel Vs = Qs* SPs* (SI-SI₀) / SI₀ Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as mentioned in Schedule F. 				
 Table is same. Table is same. Table is same. Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: Adjustment for component of Cement Adjustment for component of Cement Adjustment for component of Cement Adjustment for component of Reinforcement Steel Adjustment for component of Reinforcement Steel Adjustment for component of Reinforcement Steel Adjustment for component of Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Q_s = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SP_s = Star price of Reinforcement Steel as mentioned in Schedule F. 				
 iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel b) Adjustment for component of Reinforcement Steel b) Adjustment for component of Reinforcement Steel c				
 Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel Vs = Qs * SPs * (SI-SIo) / SIo Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as mentioned in Schedule F. 		- Table is same.	l able is same	
 Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel Vs = Qs * SPs * (SI-SIo) / SIo Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as mentioned in Schedule F. 		iii) Components of Cement Reinforcement	iii) Components of Cement Reinforcement	
 working out such percentage shall be binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Cement Steel b) Adjustment for component of Reinforcement Steel vs = Qs * SPs * (SI-SIo) / SIo Vs = Qs * SPs * (SI-SIo) / SIo Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as mentioned in Schedule F. 				
 binding on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel b) Adjustment for component of Reinforcement Steel vs = Qs * SPs * (SI-SI₀) / SI₀ Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as mentioned in Schedule F. on the contractor. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement (No Change) b) Adjustment for component of Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as mentioned in Schedule F. 				
 iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel Vs = Qs * SPs * (SI-SIo) / SIo Vs = Qs * SPs * (SI-SIo) / SIo Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as mentioned in Schedule F. iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement (No Change) b) Adjustment for component of Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. 				
 Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel Vs = Qs * SPs * (SI-SIo) / SIo Vs = Qs * SPs * (SI-SIo) / SIo Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as 		binding on the contractor.		
 Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below: a) Adjustment for component of Cement b) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel Vs = Qs * SPs * (SI-SIo) / SIo Vs = Qs * SPs * (SI-SIo) / SIo Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as 		iv) The compensation for escalation for	iv) The compensation for escalation for Cement	
Materials and P.O.L. shall be worked out as per the formula given below:P.O.L. shall be worked out as per the formula given below:a)Adjustment for component of Cement a)Adjustment for component of Cement (No Change)b)Adjustment for component of Reinforcement Steela)Adjustment for component of Reinforcement SteelVs = Qs * SPs * (SI-SIo) / SIo Vs = Qs * SPs * (SI-SIo) / SIob)Adjustment for component of Reinforcement SteelVs = Qs * SPs * (SI-SIo) / SIo Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.b)Adjustment for component of Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.Vs = Variation in Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter.Vs = Star price of Reinforcement Steel as mentioned in Schedule F.			, , , , , , , , , , , , , , , , , , , ,	
per the formula given below:given below:a)Adjustment for component of Cement a)Adjustment for component of Cement (No Change)b)Adjustment for component of Reinforcement Steelb)Adjustment for component of Reinforcement SteelVs = Qs * SPs * (SI-Slo) / SloVs = Qs * SPs * (SI-Slo) / Slob)Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.b)Adjustment for component of Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.b)Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter.consumed whichever is less during the Quarter.SPs = Star price of Reinforcement Steel as mentioned in Schedule F.SPs = Star price of Reinforcement Steel as mentioned in Schedule F.				
 a) Adjustment for component of Cement b) Adjustment for component of Reinforcement Steel Vs = Qs * SPs * (SI-SIo) / SIo Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as a) Adjustment for component of Cement (No Change) b) Adjustment for component of Reinforcement of Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as mentioned in Schedule F. 				
 b) Adjustment for component of Reinforcement Steel Vs = Qs * SPs * (SI-SIo) / SIo Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as 			9.10.100.001	
 b) Adjustment for component of Reinforcement Steel Vs = Qs * SPs * (SI-SIo) / SIo Vs = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SPs = Star price of Reinforcement Steel as 		a) Adjustment for component of Cement	a) Adjustment for component of Cement	
Reinforcement SteelReinforcement Steel $V_s = Q_s * SP_s * (SI-SI_o) / SI_o$ $V_s = Q_s * SP_s * (SI-SI_o) / SI_o$ $V_s = Variation in Reinforcement Steel cost i.e.increase or decrease in the amount in rupees tobe paid or recovered.V_s = Variation in Reinforcement Steel cost i.e.increase or decrease in the amount in rupees tobe paid or recovered.Q_s = Quantity of Reinforcement Steel consumed,based on theoretical consumption, or actualquantity consumed whichever is less duringthe Quarter.Reinforcement SteelV_s = Variation in Reinforcement Steel cost i.e.increase or decrease in the amount in rupees tobe paid or recovered.Q_s = Quantity of Reinforcement Steel consumed,based on theoretical consumption, or actualquantity consumed whichever is less duringthe Quarter.Q_s = Star price of Reinforcement Steel asSP_s = Star price of Reinforcement Steel asmentioned in Schedule F.$		······	· · ·	
Reinforcement SteelReinforcement Steel $V_s = Q_s * SP_s * (SI-SI_o) / SI_o$ $V_s = Q_s * SP_s * (SI-SI_o) / SI_o$ $V_s = Variation in Reinforcement Steel cost i.e.increase or decrease in the amount in rupees tobe paid or recovered.V_s = Variation in Reinforcement Steel cost i.e.increase or decrease in the amount in rupees tobe paid or recovered.Q_s = Quantity of Reinforcement Steel consumed,based on theoretical consumption, or actualquantity consumed whichever is less duringthe Quarter.Reinforcement SteelV_s = Variation in Reinforcement Steel cost i.e.increase or decrease in the amount in rupees tobe paid or recovered.Q_s = Quantity of Reinforcement Steel consumed,based on theoretical consumption, or actualquantity consumed whichever is less duringthe Quarter.Q_s = Star price of Reinforcement Steel asSP_s = Star price of Reinforcement Steel asmentioned in Schedule F.$		b) Adjustment for component of	b) Adjustment for component of	
$V_{s} = Q_{s} * SP_{s} * (SI-SI_{o}) / SI_{o}$ $V_{s} = Variation in Reinforcement Steel cost i.e.$ increase or decrease in the amount in rupees to be paid or recovered. $Q_{s} = Quantity of Reinforcement Steel consumed,$ based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SP _{s} = Star price of Reinforcement Steel as $V_{s} = Q_{s} * SP_{s} * (SI-SI_{o}) / SI_{o}$ $V_{s} = Variation in Reinforcement Steel cost i.e.$ increase or decrease in the amount in rupees to be paid or recovered. $Q_{s} = Quantity of Reinforcement Steel consumed,$ based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SP _{s} = Star price of Reinforcement Steel as mentioned in Schedule F.				
$V_{s} = Q_{s} * SP_{s} * (SI-SI_{o}) / SI_{o}$ $V_{s} = Variation in Reinforcement Steel cost i.e.$ increase or decrease in the amount in rupees to be paid or recovered. $Q_{s} = Quantity of Reinforcement Steel consumed,$ based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SP_{s} = Star price of Reinforcement Steel as $V_{s} = Variation in Reinforcement Steel cost i.e.$ increase or decrease in the amount in rupees to be paid or recovered. $Q_{s} = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SP_{s} = Star price of Reinforcement Steel as mentioned in Schedule F.$				
$ V_s = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. $		Vs = Qs * SPs * (SI-SIa) / SIa		
 increase or decrease in the amount in rupees to be paid or recovered. Q_s = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter. SP_s = Star price of Reinforcement Steel as 				
be paid or recovered. $Q_s = Quantity of Reinforcement Steel consumed,based on theoretical consumption, or actualquantity consumed whichever is less duringthe Quarter.Q_s = Quantity of Reinforcement Steel consumed,based on theoretical consumption, or actualquantity consumed whichever is less duringthe Quarter.Q_s = Quantity of Reinforcement Steel consumed,based on theoretical consumption, or actualQuarter.SP_s = Star price of Reinforcement Steel asmentioned in Schedule F.Steel consumed,based on theoretical consumption, or actualquantity consumed whichever is lessduringthe Quarter.$				
Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter.based on theoretical consumption, or actual quantity consumed whichever is less during the SPs = Star price of Reinforcement Steel as mentioned in Schedule F.based on theoretical consumption, or actual quantity consumed whichever is less Quarter.			1	
Qs = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter.quantity consumed whichever is less during the Star price of Reinforcement Steel as mentioned in Schedule F.Qs = Quantity of Reinforcement Steel consumption, or actual quantity consumed whichever is less during the Quarter.Quantity consumed whichever is less during the Quarter.		be paid or recovered.	-	
based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter.Quarter.SPs = Star price of Reinforcement Steel as mentioned in Schedule F.SPs = Star price of Reinforcement Steel as mentioned in Schedule F.			-	
quantity consumed whichever is less during the Quarter.SPs = Star price of Reinforcement Steel as mentioned in Schedule F.		-		
the Quarter. $SP_s = Star$ price of Reinforcement Steel as mentioned in Schedule F.			Quarter.	
SP _s = Star price of Reinforcement Steel as mentioned in Schedule F.				
			-	
Mentioned in Schedule F.			mentioned in Schedule F.	
		Mentioned in Schedule F.		

TENDER DOCUMENT

NIT NO. 18/2023-24/CDT

SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:	SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce.
 i) Index for the month when the last consignment of steel reinforcement for the work is procured or ii) Index for the month in which half of the stipulated contract period is over 	(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)
iii) Index for the period under consideration. For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.	
SI_{o} = All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.	SI ₀ = All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.
c) Adjustment for component of Galvanized steel	c) Adjustment for component of Galvanized steel
$V_t = Q_t * SP_t * \{0.85[(TI-TI_o)/TI_o]+0.15[(ZI-ZI_o)/ZI_o]\}$	Vt = Qt * SPt * {0.85[(TI-TI ₀)/TI ₀]+0.15[(ZI- ZI ₀)/ZI ₀]}
]+0.15[(ZI-ZI_o)/ZI_o]} Vt = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qt = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier). SPt = Star price of Galvanized Steel as mentioned in Schedule F [to be fixed by the concerned CE(C)]. TI = All India wholesale index for Tower steel
$\begin{split} &\textbf{ZI}_o)/\textbf{ZI}_o] \} \\ &\textbf{V}_t = \text{Variation in Galvanized Steel cost i.e.} \\ &\text{increase or decrease in the amount in rupees to} \\ &\text{be paid or recovered.} \\ &\textbf{Q}_t = \text{Quantity of Galvanized Steel brought at site} \\ &\text{or used in works since previous bill (whichever is earlier).} \\ &\textbf{SP}_t = \text{Star price of Galvanized Steel as mentioned} \\ &\text{in Schedule F [to be fixed by the concerned} \\ &\textbf{CE}(C)]. \\ &\textbf{TI} = \text{All India wholesale index for Tower steel} \\ &\text{material (Angles , channels and sections) for the} \end{split}$]+0.15[(ZI- ZI _o)/ZI _o]} V _t = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Q _t = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier). SP _t = Star price of Galvanized Steel as mentioned in Schedule F [to be fixed by the concerned CE(C)].

	$\mathbf{K} \mathbf{D} \mathbf{U} \mathbf{U} \mathbf{U} \mathbf{U} \mathbf{U} \mathbf{U} \mathbf{U} U$	JCDI DSINL
	iii) Index for the period under consideration.	
	For the period extended under the provisions of	
	clause-5 of the contract without any action under	
	clause 2, the same principle as for the period	
	within stipulated period of completion, will apply.	
	TIo = All India wholesale index for Tower steel	TIo = All India wholesale index for Tower steel
	material (Angles, channels and sections) as	material (Angles, channels and sections) as
	published by the Economic Adviser to	published by the Economic Adviser to Government
	Government of India, Ministry of Industry and	of India, Ministry of Industry and Commerce and
	Commerce and that valid on the last stipulated	that valid on the last stipulated date of receipt of
	date of receipt of tender including extension if any.	tender including extension if any.
	ZI = All India wholesale index for Zinc for the	ZI = All India wholesale index for Zinc for the
	period under consideration as published by the	period under consideration as published by the
		Economic Adviser to Government of India,
	Economic Adviser to Government of India, Ministry	Ministry of Industry and Commerce.
	of Industry and Commerce. However, the	(In respect of the justified period extended
	price index shall be minimum of the following:	under the provisions of clause-5 of the contract
	() Index for the mean the set of the set	without any action under clause 2, the index
	i) Index for the month when the last	prevailing at the time of stipulated date of
	consignment of galvanized steel for the work is	completion or the prevailing index of the period
	procured or	under consideration, whichever is less, shall be
	(i) In sheet for the surrough the little is the first	considered)
	ii) Index for the month in which half of the	
	stipulated contract period is over	
	iii) Index for the period under consideration.	
	For the period extended under the provisions of	
	clause-5 of the contract without any action under	
	clause-2, the same principle as for the period	
	within stipulated period of completion, will apply.	71. = All India wholesale index for Zine as published
	71 - All India subalanata indas (ZI ₀ = All India wholesale index for Zinc as published by the Economic Adviser to Government of India,
	$ZI_o = AII$ India wholesale index for Zinc as	-
	published by the Economic Adviser to	Ministry of Industry and Commerce and that valid on
	Government of India, Ministry of Industry and	the last stipulated date of receipt of tender including
	Commerce and that valid on the last stipulated date of	extension if any.
	receipt of tender including extension if any.	d) Adjustment for compensat of Other
	d)Adjustment for component of Other	 d) Adjustment for component of Other Materials (No Change)
	Materials (No Change)	
		e) Adjustment for component of P.O.L.
	e) Adjustment for component of P.O.L.	(No Change)
	(No Change)	
CLAUS	If after submission of the tender, the price of	If after submission of the tender, the price of
Е	cement and/or reinforcement steel bars and/or	cement and/or reinforcement steel bars and/or
10 CA	galvanized steel (not being materials supplied	galvanized steel (not being materials supplied from
	from the Engineer-in Charge's stores in	the Engineer-in Charge's stores in accordance with
	accordance with Clauses 10 thereof) increase(s) /	Clauses 10 thereof) increase(s) / decreases beyond
	decreases beyond the price(s) prevailing at the	the price(s) prevailing at the time of the last
	time of the last stipulated date of receipt of	stipulated date of receipt of tenders (including
	tenders (including extensions, if any) for the work,	extensions, if any) for the work, then the amount of
	then the amount of the contract shall accordingly	the contract shall accordingly be varied and
	be varied and provided further that any such	provided further that any such variation shall be
	variation shall be effected for stipulated period of	effected for stipulated period of contract including
	contract including the justified period extended	the justified period extended under clause-5 of the
1		-

TEN

10/2022 24/CDT TNO

ND	EK DOCUMENT NIT NO. 18/2	023-24/CD1 BSNL
	under clause-5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) & (c) of this clause shall be payable/ recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.	contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) & (c) of this clause shall be payable/ recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.
	The increase/decrease in prices including extension if any and for the period under consideration.	The increase/decrease in prices including extension if any and for the period under consideration.
	In case, price index of a particular material schedule-F shall be followed.	In case, price index of a particular material schedule-F shall be followed.
	The amount of contract as per the formula	
	given below for individual material:	The amount of contract as per the formula given below for individual material:
	a) Adjustment for component of Cement	
	(No Change)	a) Adjustment for component of Cement
	b) Adjustment for component of	(No Change)
	Reinforcement Steel	b) Adjustment for component of Reinforcement
	Keimorcement Steer	
	Vs = Qs * SPs * (SI-SIo) / SIo	<u>Steel</u>
		Vs = Qs * SPs * (SI-SIo) / SIo
	Vs: Variation in Reinforcement Steel cost i.e.	
		Variation in Dainforcement Steel cost is
	increase or decrease in the amount in rupees to	Vs: Variation in Reinforcement Steel cost i.e.
	be paid or recovered	increase or decrease in the amount in rupees to be
		paid or recovered
	Qs: Quantity of Reinforcement Steel paid either	
		• • • • • • • • • • • • • • • • • • •
	by way of secured advance or used in works since previous bill (whichever is earlier)	Qs : Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)
	SPs Star price of Reinforcement Steel as mentioned in Schedule F.	SPs Star price of Reinforcement Steel as mentioned in Schedule F.
	SI= All India wholesale index for Bars and Rods	
	(Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:	SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce
	 i) Index for the month when the last consignment of steel reinforcement for the work is procured or ii) Index for the month in which half of the stipulated contract period is over iii) Index for the period under consideration. For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.	(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)
	within stipulated period of completion, will apply.	

SIo : All India wholesale index for Bars and Rods	SIo : All India wholesale index for Bars and Rods
(Steel) as published by the Economic Adviser to	(Steel) as published by the Economic Adviser to
Government of India, Ministry of Industry and	Government of India, Ministry of Industry and
Commerce, for the period under consideration	Commerce, for the period under consideration and
and as valid on the last stipulated date of receipt	as valid on the last stipulated date of receipt of
of tender including extension if any.	tender including extension if any.
<u>c) Adjustment for component of Galvanized</u>	<u>c) Adjustment for component of Galvanized</u>
<u>Steel</u>	<u>Steel</u>
Vt = Qt * SPt * {0.85[(TI-TI _o)/TI _o] + 0.15[(ZI-	Vt = Qt * SPt * {0.85[(TI-TI₀)/TI₀] + 0.15[(ZI-
ZI _o)/ZI _o]}	ZI₀)/ZI₀]}
 Vt = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Qt = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier). SPt = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)]. TI = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following: i) Index for the month when the last consignment of galvanized steel for the work is procured or ii) Index for the month in which half of the 	V_t = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered. Q_t = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier). SP_t = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)]. TI = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce (In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period
stipulated contract period is over iii) Index for the period under consideration.	under consideration, whichever is less, shall be considered)
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.	
TI_0 = All India wholesale index for Tower steel material (Angles, channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any. ZI = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:	 TI₀ = All India wholesale index for Tower steel material (Angles, channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any. ZI = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce
 i) Index for the month when the last	(In respect of the justified period extended
consignment of galvanized steel for the work is	under the provisions of clause-5 of the contract
procured or	without any action under clause 2, the index

TENDER	DOCUMENT	NIT NO. 18/2023	3-24/CDT BSNL
	ii) Index for the month stipulated contract perioiii) Index for the period u	d is over	prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)
	For the period extended un clause-5 of the contract wit clause 2, the same princi within stipulated period of c	hout any action under ple as for the period	
	ZI _o = All India wholesale is published by the Ecc Government of India, Min Commerce and that valid date of receipt of tender inc	nomic Adviser to istry of Industry and on the last stipulated	ZI _o = 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.
CLAUSE 12: (Deviatio	12.1 The Engineer-in-Cha	•	12.1 The Engineer-in-Charge shall have power except as hereafter provided.
n s, Variation	12.1.1 The time reque as follows:		12.1.1 The time requested by the contractor, as follows:
s Extent and	plus	I tendered value(+)	(i) In the proportionI tendered value(+)
Pricing)	Clause-5.	t authority under	plus (ii) 25% of the timet authority under Clause-
	12.1.2 Rates for such substituted work shall be Engineer-in-Charge as foll	-	5.
	 i) If the rate for altered, additem of work is specified quantities, the contractor altered, additional or subsame rate. In the case of where two or more schedu form part of the contract, the taken from the schedu particular part in which the failing that at the lowest apsame item of work in the quantities. 	d in the schedule of shall carry out the estituted items at the f composite tenders, ules of quantities may ne applicable rate shall le of quantities of that e deviation is involved, oplicable rates for the	To be deleted
	ii) If the rate for any alt substituted item of work i schedule of quantities, the be derived from the rate f item specified therein. In tender where two or more form part of the contract th from the nearest similar it quantities of the particular the deviation is involved lowest of the nearest s	s not specified in the rate for that item shall or the nearest similar n case of composite schedule of quantities e rate shall be derived em in the schedule of part of works in which failing that from the	

BSNL

schedule of quantities. The rate of such item shall be worked out on the basis of rate of similar item plus the difference in rate of the original item and the substituted item at the rate entered in Schedule of Rates mentioned in Schedule 'F' plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.

iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) to (ii) above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed and the Engineer-in-Charge shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform, the Engineer-in-Charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such items shall be determined by the Engineerin-Charge on the basis of market rate(s) prevailing during the fortnight following the date of the order plus ten per cent for profit and overhead.

12.2 In the case of contract items, substituted items, contract cum substituted items or additional items which individually exceeds the deviation limits laid down in Schedule 'F' the contractor shall within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limit provided that if the rate so claimed are in excess of the rates specified in the Schedule of Quantities of those derived in accordance with the provisions of sub-para (i) to (ii) of conditions 12.1.2 and the Engineer-in-Charge shall, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the stipulated rates so determined. In the event of the contractor failing to claim the revision of rates within the stipulated period, 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'.

Does not exist

12.2 In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may, within 15 days of receipt of the order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall, within one month of the receipt of the claim supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform, the Engineer- in-Charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such items shall be determined by the Engineer- in-Charge on the basis of market rate(s) prevailing during that period.

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:-

12.2.1 lf	the	market	rate	for	the
		market	iuto	101	

ENDER DOCUMENT	<u>NII NO. 18/202</u>	3-24/CDT BSNL
		market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).
Does not exist		12.2.2 If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).
12.3 All the provisions of p Clause 12.2 shall also appl rates of items for the v deviation limit and Engineer	ly to the decrease in the vork in excess of the	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.
giving notice to the contrac consideration any reply re- the rates for the work in qu decrease in the market rate	ctor and after taking into ceived from him, revise uestion having regard to	12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule "F", and the Engineer-in- Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply
12.4 The Engineer – in –C the contractor the sance falling under sub-clauses within three months of wri the work and in case it clauses 12.1.2(iii) and cla	tioned rates of items 12.1.2(i) to (ii) above tten orders to carry out em falling under sub-	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.
months of intimation of contractor. The reduced ra	rate claimed by the	12.4 The contractor shall send to the Engineer- in-Charge once every three months, an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in- Charge which he has executed during the

TENDER DOCUMENT

NIT NO. 18/2023-24/CDT

<u>TENDER</u>	A DOCUMENT NIT NO. 18/202	23-24/CDT BSNL
	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. Does not exist	 shall be deemed to have waived his right. However, the Superintending Engineer may authorize consideration of such claims on merits. 12.5 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:- i) For Buildings: All works upto 1.2 m above the ground level or upto floor 1 level whichever is lower. ii) For abutments, piers and well steining: All works upto 1.2 m above the bed level. 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. iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works upto 1.2 metres above the ground level. v) For basement: All works upto 1.2 m above ground level or upto floor 1 level whichever is lower. v) For basement: All works upto 1.2 m above ground level or upto floor 1 level whichever is lower. v) For Roads, all items of excavation and filling including treatment of subbase.
	12.5 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.	12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.
CLAUSE 25-Settle ment of Disputes & Arbitra tion	Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-	Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

(i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the BSNL or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract, the contractor shall forthwith give notice in writing of his claim, in this behalf to the Engineer-in-Charge within 30 days from the date of disallowance thereof for which the contractor claims such additional payment or compensation or disputes the validity of any deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the BSNL be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Engineer-in-Charge in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claims not notified to the Engineer-in-Charge in writing in the manner and within the time aforesaid.

(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.

(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.

(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 (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.

If the Superintending Engineer fails to (ii) give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor within a period of 30 days from receipt of the decision, give a notice, in the form prescribed by the BSNL as per Appendix-XV to the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, to the Administrative Head of the Bharat Sanchar Nigam Limited for appointment of an arbitrator to adjudicate the notified claims failing which the said decision shall be final binding & conclusive and not referable to adjudication by the arbitrator.

To be deleted

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 Conciliat ion 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.

(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.

(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.

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 alongwith the notice for appointment of To be deleted

(iii) Except where the decisions have become final, binding and conclusive in terms of Sub para (ii) above, disputes or differences shall be referred for adjudication through the arbitration by the Sole Arbitrator appointed by the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, the Administrative Head of the Bharat Sanchar Nigam Limited. It will also be no objection to any such appointment that the Arbitrator so appointed is a BSNL Employee and that he had to deal with the matters to which the Contract relates in the course of his duties as BSNL Employee. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief Engineer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along-with the notice for appointment of arbitrator **and giving** NIT NO. 18/2023-24/CDT

BSNL

	DUCUMENT NIT NO. 18/2023	D-24/CD1 BSNL
	arbitrator.	reference to the rejection by the Superintending Engineer of the appeal.
	It is also a term arbitration at all.	It is also a term arbitration at all.
		It is also a term of this contract that if contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and BSNL shall be discharged and released of all liabilities under the contract in respect of these claims.
	The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause	The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re- enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause
	It is also a term of give reasons for the award for each dispute referred to him.	It is also a term of give reasons for the award for each dispute referred to him.
	It is also a term equally by both the parties.	It is also a term equally by both the parties.
	It is also a term costs to be so paid.	It is also a term costs to be so paid.
CLAUSE 36	Contractors Superintendence, Supervision, Technical Staff & Employees	Contractors Superintendence, Supervision, Technical Staff & Employees
Employ ment of	i) The contractor under the contract.	i) The contractor under the contract.
Technical	The contractor shall immediately after receiving	The contractor shall immediately after receiving
Staff and	letter of acceptance of the tender and before	letter of acceptance of the tender and before
employees	commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications,	commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications,
	experience, age, address and other particulars	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	along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be
	than specified in Schedule 'F'. The Engineer-in-	supervising the work. Minimum requirement of
	Charge shall within 15 days of receipt of such communication intimate in writing his approval or	such technical representative(s) and their qualifications and experience shall not be lower
	otherwise of such representative to the contractor.	than specified in Schedule 'F'. The Engineer-in-
	Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor	Charge shall within 15 days of receipt of such communication intimate in writing his approval or
	shall appoint another such representative	otherwise of such representative to the contractor.
	according to the provisions of this clause.	Any such approval may at any time be withdrawn
	Decision of the Engineer-in-Charge shall be final and binding on the contractor in this respect. Such	and in case of such withdrawal, the contractor shall appoint another such representative according to
	a principal technical representative shall be	the provisions of this clause. Decision of the
	appointed by the contractor soon after receipt of	Engineer-in-Charge shall be final and binding on the
	the approval from the Engineer-in-Charge and	contractor in this respect. Such a principal technical

shall be available at site within fifteen days of start of the work.

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.

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.

representative shall be appointed by the contractor soon after receipt of the approval from the Engineerin-Charge and shall be available at site within fifteen days of start of the work.

To be deleted .

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. TENDER DOCUMENTNIT NO. 18/2023-24/CDT

TENDER	DOCUMENT NIT NO. 18/2023	3-24/CDT BSNL
CLAUSE 37 Levy/ Taxes Payable by Contractor	DOCUMENTNTT NO. 18/2023Further 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 	Further if the contractor fails to appoint a suitable 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 or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable other technical representative(s) is/are appointed and the cont ractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along-with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge. ii)The contractor shall for proper supervision of the work. The contractor shall execution of the work. 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 and BSNL shall not entertain any claim whatsoever in this
	 ii) The contractor shall deposit from local authorities. iii) If pursuant to or under any law, as aforesaid from dues of the contractor. 	 respect. However, in respect of Service Tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor. ii) The contractor shall deposit from local authorities. iii) If pursuant to or under any law as aforesaid from dues of the contractor.
CLAUSE 38 Conditions for reimburse ment of Levy/ Taxes, if levied after receipt of tenders	i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the constitution (46 th 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)	 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

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

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

Clause No.	Present Provision	Proposed Provision
Clause 7	No payment shall be made for work Rates as decided by Engineer - in - charge.	No Change.
	The amount admissible will as far as possible be paid by <u>10th</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. All such interim paymentdetailed measurement thereof.	The amount admissible will as far as possible be paid by <u>30th</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. No change

BSNL

SCHEDULE OF QUANTITIES

<u>Name of work</u>: - Erection of fallen MARR mast and providing stay wire and interconnection to MARR Mast at N.Rangapuram in Kurnool BA.

	Description of item					
Sl. No.	Description of item	Quantity		Rate	UNIT	AMOUNT
1	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering, shuttering and finishing :					
a)	1:1 ¹ / ₂ :3 (1 cement : 1 ¹ / ₂ coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources).	0.20	Cum		One Cum	
	(Rupees					
2	Centring and shuttering including strutting, propping etc. and removal of form work for:					
a)	Columns, Pillars, Piers, Abutments, Posts and struts.	1.80	Sqm		One Sqm	
	(Rupees					
3	Smooth finishing of the exposed surface of R.C.C./ CC work with 6 mm thick cement mortar 1:3 (1 cement:3 fine sand).		Sqm		One Sqm	
4	(Rupees Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	20.00			One Kg	
	(Rupees					
5	Finishing walls with Acrylic Smooth exterior paint of required shade :					
a)	New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm).	9.00	Sqm		One Sqm	
	(Rupees					
6	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).	0.12	Cum		One Cum	

7	(Rupees Supplying and fixing of galvanised high tension grip bolts and nuts of grade 5.6 and of required size				
7	Supplying and fixing of galvanised high tension grip				
7					
	bolts and nuts of grade 5.6 and of required size				
	minimum mass of galvanised coating not less than				
	610 gms per sqm on bolts and nuts and other				
	fasteners etc., (Galvanisation shall be hot dipped as				
	per IS : 1759 standard / Zinc galvanising should be			One	
	conform to IS :13229-1991 or IS 209-1992).	10.00	Kgs	Kg	
	(Rupees				
8	(Rupees Supplying and erection of communication tower /				
Ũ	gantry or any other member of communication steel				
	tower of any height with required galvanised				
	structural steel members: (i)The structural steel				
	members of built-up sections shall be of structural				
	grade 'A' as per IS 2062 / IS 226 and IS 808, the				
	tubular sections shall conform to IS 1161 and bolts				
	and nuts should be of grade 4.6				
	(ii) Galvanisation of thickness not less than 120				
	microns on MS any mild steel members of the tower				
	including nuts and bolts (Galvanisation shall be hot				
	dipped as per IS:4759, Standard Zinc for				
	galvanising should conform to IS 13229-1991 or IS				
	209 (1992). The item shall be executed as per the				
	directions of the Engineer-in-charge.				
a)	Built-up sections including using of angles, plates,			One	
	flats, rounds etc.	60.00	Kos	Kg	
			0	8	
9	(Rupees				
9	Drilling of holes and anchoring in RCC / brick /				
	cement concrete flooring using power driller by the				
	specialised agency as per specified size to required				
	expansion hold fasteners including cleaning,				
	supplying and fixing GI anchor bolts at the				
	specified holes in RCC / Cement concrete / brick				
	flooring all complete as directed by the Engineer in				
	charge.				
a)	M12X75 mm.	36.00	Nos.	Each	
	(Rupees	<u></u>	<u></u>		
10	(Rupees Supplying and fixing of 10mm MS stay wire				
	including supplying and fixing of necessary clamp				
	arrangements for tightening and anchoring to the				
	base plates / anchor fasteners as required at all floor				
	levels etc., all complete as per directions of the			One	
	Engineer in charge.	80.00	Metres	Metre	
	(Rupees				

TEN	DER DOCUMENT NIT NO. 18/2023-2	24/CDT		BSNL	
11	Dismantling of fallen 15 M MARR Masts with				
	angles, tubes and bolts and nuts. The item rate				
	includes hire charges of ropes, pulleys, helmets and				
	any other materials under safety measures for the				
	labourers engaged for the erection Masts. The				
	department at no cost is responsible for accidents				
	damages etc. during or after execution of the work.				
	the work should be carried out as per the directions			One	
	of the Engineer-in-charge.	1	Job	Job	
	(Rupees				
12	(Rupees Mechanical transportation of segments of MARR				
	Masts with angles, tubes, bolts and nuts including				
	all connecting members including loading,				
	unloading, lifting up to terrace of floor 3 level and				
	stacking at site from specified place to place of				
	work lead, complete as per directions of the				
	Engineer in charge. (Nothing extra shall be paid				
	over and above the rate on any account).			One	
a)	Within the lead of 20.00 KM.	1.00	Job	Job	
	Rupees				
	(Rupees			One	
b)	lead of 20.00 KM.	15.00	KMs	KM	
13	(Rupees Erection of upto 15 M MARR Masts with angles,	 	 		
15	tubes and bolts and nuts (Masts material will be				
	supplied departmentally). The item rate includes				
	straightening and resizing segments, flanges,				
	segments, welding if any etc. hire charges of ropes,				
	pulleys, helmets and any other materials under				
	safety measures for the labourers engaged for the				
	erection Masts. The department at no cost is				
	responsible for accidents damages etc. during or				
	after execution of the work. the work should be				
	carried out as per the directions of the Engineer-in-			One	
	charge.	1	Job	Job	
	(Rupees				
14	Providing & arranging Welding by gas or electric				
	plant including transportation of plant to site etc.			0	
	complete for following operations.	1	Job	One Job	
		1	J 00	300	
	(Rupees				
L	(Irohoop	•••••		••••	

CONTRACTOR

Executive Engineer (Civil), BSNL Civil Division, Tirupati