

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

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

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

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

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

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

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

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

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

<p>CLAUSE 10 C : (Payment due to increase/decrease in prices/wages after receipt of tender for the work)</p>	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: -</p> <p>i) The base date for ...s including extension, if any.</p> <p>ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same.</p> <p>iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor.</p> <p>iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below:</p> <p>a) Adjustment for component of Cement</p> <p>b) Adjustment for component of Reinforcement Steel</p> $V_s = Q_s * SP_s * (SI - SI_0) / SI_0$ <p>V_s = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Q_s = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter.</p> <p>SP_s = Star price of Reinforcement Steel as</p>	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: -</p> <p>i) The base date fors including extension, if any.</p> <p>ii) The cost of work on which the escalation will be payable shall be reckoned as below: - Table is same</p> <p>iii) Components of Cement, Reinforcement Steel, Engineer-in-Charge in working out such percentage shall be binding on the contractor.</p> <p>iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below:</p> <p>a) Adjustment for component of Cement (No Change)</p> <p>b) Adjustment for component of Reinforcement Steel</p> $V_s = Q_s * SP_s * (SI - SI_0) / SI_0$ <p>V_s = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Q_s = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or actual quantity consumed whichever is less during the Quarter.</p> <p>SP_s = Star price of Reinforcement Steel as mentioned in Schedule F.</p>
---	--	--

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

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

<p>under clause-5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) & (c) of this clause shall be payable/ recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.</p> <p>The increase/decrease in prices including extension if any and for the period under consideration.</p> <p>In case, price index of a particular material schedule-F shall be followed.</p> <p>The amount of contract as per the formula given below for individual material:</p> <p><u>a) Adjustment for component of Cement</u> (No Change)</p> <p><u>b) Adjustment for component of Reinforcement Steel</u></p> <p>$V_s = Q_s * SP_s * (SI - SI_0) / SI_0$</p> <p>Vs: Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p>Qs : Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)</p> <p>SPs Star price of Reinforcement Steel as mentioned in Schedule F.</p> <p>SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <ul style="list-style-type: none"> i) Index for the month when the last consignment of 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. <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p>	<p>contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) & (c) of this clause shall be payable/ recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.</p> <p>The increase/decrease in prices including extension if any and for the period under consideration.</p> <p>In case, price index of a particular material schedule-F shall be followed.</p> <p>The amount of contract as per the formula given below for individual material:</p> <p><u>a) Adjustment for component of Cement</u> (No Change)</p> <p><u>b) Adjustment for component of Reinforcement Steel</u></p> <p>$V_s = Q_s * SP_s * (SI - SI_0) / SI_0$</p> <p>Vs: Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered</p> <p>Qs : Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)</p> <p>SPs Star price of Reinforcement Steel as mentioned in Schedule F.</p> <p>SI= All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p>
--	--

<p>Slo : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and as valid on the last stipulated date of receipt of tender including extension if any.</p> <p><u>c) Adjustment for component of Galvanized Steel</u></p> $V_t = Q_t * SP_t * \{0.85[(TI-TI_o)/TI_o] + 0.15[(ZI-ZI_o)/ZI_o]\}$ <p>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 Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following:</p> <ol style="list-style-type: none"> i) Index for the month when the last consignment of galvanized steel for the work is procured or ii) Index for the month in which half of the stipulated contract period is over iii) Index for the period under consideration. <p>For the period extended under the provisions of clause-5 of the contract without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>TI_o = 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:</p> <ol style="list-style-type: none"> i) Index for the month when the last consignment of galvanized steel for the work is procured or 	<p>Slo : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and as valid on the last stipulated date of receipt of tender including extension if any.</p> <p><u>c) Adjustment for component of Galvanized Steel</u></p> $V_t = Q_t * SP_t * \{0.85[(TI-TI_o)/TI_o] + 0.15[(ZI-ZI_o)/ZI_o]\}$ <p>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)].</p> <p>TI = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p> <p>TI_o = 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</p> <p>(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index</p>
---	---

	<p>ii) Index for the month in which half of the stipulated contract period is over</p> <p>iii) Index for the period under consideration.</p> <p>For the period extended under the provisions of clause-5 of the contract without any action under clause-2, the same principle as for the period within stipulated period of completion, will apply.</p> <p>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.</p>	<p>prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)</p> <p>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.</p>
<p>CLAUSE 12: (Deviations, Variations Extent and Pricing)</p>	<p>12.1 The Engineer-in-Charge shall have power except as hereafter provided.</p> <p>12.1.1 The time requested by the contractor, as follows:</p> <p>(i) In the proportionI tendered value(+) plus</p> <p>(ii) 25% of the timet authority under Clause-5.</p> <p>12.1.2 Rates for such altered, additional or substituted work shall be determined by the Engineer-in-Charge as follows:</p> <p>i) If the rate for altered, additional or substituted item of work is specified in the schedule of quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rates for the same item of work in the other schedules of quantities.</p> <p>ii) If the rate for any altered, additional, or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tender where two or more schedule of quantities form part of the contract the rate shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar item in other</p>	<p>12.1 The Engineer-in-Charge shall have power except as hereafter provided.</p> <p>12.1.1 The time requested by the contractor, as follows:</p> <p>(i) In the proportionI tendered value(+) plus</p> <p>(ii) 25% of the timet authority under Clause-5.</p> <p style="text-align: center;">To be deleted</p>

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

	<p>Does not exist</p> <p>12.3 All the provisions of the preceding paragraph i.e. Clause 12.2 shall also apply to the decrease in the rates of items for the work in excess of the deviation limit and the Engineer-in-Charge may after giving notice to the contractor and after taking into consideration any reply received from him, revise the rates for the work in question having regard to decrease in the market rates.</p> <p>12.4 The Engineer-in-Charge shall intimate to the contractor the sanctioned rates of items falling under the sub-clauses 12.1.2(i) to (ii) above within three months of written orders to carry out the work and in case item falling under sub-clauses 12.1.2 (iii) and clauses 12.2 within three months of intimation of rate claimed by the contractor. The reduced rates of items falling</p>	<p>market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).</p> <p>12.2.2 If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).</p> <p>In the case of contract items, substituted items, contract cum substituted items which exceeds the limits laid down in Schedule 'F' the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rate so claimed are in excess of the rates specified in the Schedule of Quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the stipulated rates so determined for the quantities in excess of the deviation limit laid down in schedule-F.</p> <p>12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule 'F', and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.</p> <p>12.4 The contractor shall send to the Engineer-in-Charge once every three months, an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor</p>
--	---	--

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

(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.

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

To be deleted

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 Conciliation Act 1996. If a settlement does not appear possible, the Conciliator, after consultation with the parties will give a written declaration that further efforts at Conciliation are no longer justified and the Conciliation Proceedings are terminated.

(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 along-with 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**

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

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 Engineer-in-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.

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

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

Conditions of BSNL W-6

<p>Para 6</p>	<p>Tender documents, during the hours specified above on payment of the following: -</p> <p>(i) Rs _____ in cash as cost of tender (Non refundable) and</p> <p>(ii) Earnest money of Rs. _____ in cash (upto Rs.2500/-only)/ deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of _____ When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.</p> <p>(iii) The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from Website in the form as detailed at sub para(ii) above.</p> <p>Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money.</p>	<p>Tender documents during the hours specified above on payment of following:-</p> <p>i. Rs. -----plus Sales Tax (as applicable) as cost of tender (Non-refundable) in cash or Demand Drafts / Pay Orders of a Scheduled Bank drawn in favour of Accounts Officer, BSNL Civil Division _____ .</p> <p>ii. The tender shall be accompanied by Earnest money of in cash (upto Rs. 2500/-only) /Banker's cheque/deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/ Demand draft of a Scheduled Bank issued in favour of Accounts Officer, BSNL Civil Division _____. When amount of Earnest money is more than Rs. 5 lakhs, part of earnest money is acceptable in form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 Lakhs) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.</p> <p>To be deleted</p> <p>Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money. The 'Cost of tender' and 'Earnest money' should be submitted through separate instruments.</p>
----------------------	--	---

<p>Para 9 Submission of tender</p>	<p>9.2 In case tender document is purchased from Div/Sub-div office</p> <p>9.2.1: Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no.1</p> <p>9.2.2 :Envelope no. 2 will be as per Para 9.1.2.</p> <p>9.2.3: The sealed envelopes 1&2 shall be placed in another sealed envelop no 3</p> <p>9.2.4 :same as 9.1.4</p> <p>Note: In case the eligibility credentials contract or existing law</p> <p>9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.</p>	<p>9.2 In case the tender document is purchased from Division office</p> <p>9.2.1 Earnest Money Deposit in required format or proof of payment of EMD(if paid in cash) and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1</p> <p>9.2.2 Envelope no. 2 will be as per Para 9.1.2.</p> <p>9.2.3 The sealed envelopes 1 & 2 shall be placed in another sealed envelope no. 3</p> <p>9.2.4 Same as 9.1.4</p> <p>Note: In case the eligibility credentials contract or existing law</p> <p>9.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed (wax sealed/ adhesive tape sealed). Loose/spiral bound submission (in case the tender is downloaded from website) shall be rejected out rightly. In case of any correction/addition/ alteration/ omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.</p>
<p>Schedule-F</p>	<p>Reference to General Condition of contract: -</p> <p>Name of work: - -----</p> <p>Estimated cost of work: - Rs.------(Rupees-----)</p> <p>Earnest money: - - Rs.------(Rupees-----)</p> <p>Performance Guarantee (5 % of the tendered value in form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender Rs 6 Lakhs) Rs.------(Rupees-----)</p> <p>Security deposit</p> <p>(10 % of the tendered value for works with estimated cost put to tender upto 6 Lakhs) :- Rs.------(Rupees-----)</p> <p>(5 % of the tendered value in form of Bank Guarantee from Scheduled Bank in respect of works with estimated cost put to tender Rs 6 Lakhs) :- Rs.----- (Rupees-----)</p> <p>GENERAL RULES AND DIRECTIONS</p> <p>Officer inviting tender: - -----</p> <p>Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in</p>	<p>Reference to General Condition of contract: -</p> <p>-----NO CHANGE-----</p> <p>GENERAL RULES AND DIRECTIONS</p> <p>-----NO CHANGE-----</p>

	<p>accordance with the clause 12.2 & 12.3. -----</p> <p>Definitions: 2 (v) Engineer –in –Charge ----- 2 (viii) Accepting Authority ----- 2 (x) Percentage on cost of material and labour to cover all overheads and porfits. ----- 2 (xi) Standard Schedule of Rates ----- 2 (xii) Department ----- 9 (ii) Standard B.S.N.L. contract form -----</p> <p>Clause 2 Authority for fixing compensation under clause 2 ----</p> <p>Clause 2A Whether Clause 2A shall be applicable—Yes/NO</p> <p>Clause 3A Does not exist</p> <p>Clause 5 i) Time allowed for execution of work ----- ii) Authority to give fair and reasonable extension of time for completion of work -----</p> <p>Clause 6A Does not exist</p> <p>Clause 7 Gross value of work done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payments. -----</p> <p>Clause 11 Specifications to be followed for execution of work –</p> <p>Clause 12 12.1.2(iii) Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.1.2(i) and (ii). 12.1.2 (iii) Plus / minus the % over the rate entered in the Schedule of Rates</p> <p>12.2 & 12.3 Limit for value of any item of any individual trade beyond which sub-clauses (i) to (v) shall not be apply-----</p> <p>Clause 16 Competent authority for deciding reduced rates -----</p> <p>Clause 25 Competent Authority for conciliation -----</p>	<p>-----NO CHANGE-----</p> <p>Clause 2 -----NO CHANGE-----</p> <p>Clause 2A -----NO CHANGE-----</p> <p>Clause 3A Whether Clause 3A shall be applicable—Yes/NO--</p> <p>Clause 5 -----NO CHANGE-----</p> <p>Clause 6A Whether Clause 6A shall be applicable—Yes/NO--</p> <p>Clause 7 -----NO CHANGE-----</p> <p>Clause 11 -----NO CHANGE-----</p> <p>Clause 12 -----DELETED----- -----DELETED-----</p> <p>12.2 & 12.3 Limit for value of any item of any individual trade beyond which sub-clauses (i) to (v) shall not be apply -----</p> <p>Clause 16 -----NO CHANGE-----</p> <p>Clause 25 -----DELETED-----</p>
--	--	---

Clause 36(i)

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

Clause 42

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

Clause 36(i)

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

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

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

Clause 42

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

**Notice for appointment of Arbitrator
[Refer Clause 25]**

To

The Chief Engineer
BSNL Civil Zone

.....

Dear Sir,

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

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

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

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

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

Yours faithfully,

(Signatures)

Copy in duplicate to:

1. The Executive Engineer,
.....Division.