Office of the Executive Engineer (E), BSNL Electrical Division, HPO Complex, Near BSNL CSC, Dharamshala-176215

Tel.No. 01892-222500, 01892-222501 (Fax).

BSNL Connecting India Faster

भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

NAME OF WORK : - C/O 100 Bedded Regional Hospital at Chamba (HP) {Sub Head : SITC of 1 no. 20 Passenger Machine room less (MRL) type lift.} .

Tender No. :- **21/EE/E/BSNL/ED/DMA/ E-TENDER /2016-17**

Name of Agency :-

Cost of Tender : - Rs.569.00

UNDERTAKING

It is undertaken that we have gone through all the clauses /sub-clauses & terms & conditions of the BSNL EW-6 & BSNL EW -8 forms. We abide by that & we understand that the same shall be part & parcel of the agreement.

In case of failure to comply as above, our offer will stand withdrawn and our tender documents would not be opened by the tender opening officer. The decision of tender opening officer in this regard shall be final & binding on me.

Signature of contractor/authorized representative
With seal of the firm

Executive Engineer (E)
BSNL Electrical Division
Dharamshala.

Name of Work: - C/O 100 Bedded Regional Hospital at Chamba (HP) {Sub Head : SITC of 1 no. 20 Passenger Machine room less (MRL) type lift.} .

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This is certified that this NIT contains 105 pages excluding pages A, B,.

CORRECTION SLIP

Addendum/Modification to BSNL EW -8 & BSNL EW -6 Forms Conditions of contract-Definitions:-

All reference to:-

i) BSNL EW /Public work department/P&T Department. /D.O.T. /B.S.N.L
ii) D.G. works/ Additional Chief Engineer BSNL EW /Chief Engineer of Zone.
iii) Administrative Head of BSNL EW /P&T Department.
iv) BSNL EW Circles/Civil Circle.
v) Ministry of works, Housing & supply.
vi) Government.

In various clauses shall be taken to mean:-

i) Bharat Sanchar Nigam Limited.
ii) Chief Engineer (E), Bharat Sanchar Nigam Limited.
iii) Administrative Head of Bharat Sanchar Nigam Limited.
iv) Telecommunications Electrical Circle.
v) Bharat Sanchar Nigam Limited (Ministry of Communications)
vi) Bharat Sanchar Nigam Limited

भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

PRESS NOTICE

Notice Inviting e- Tenders

NIT No: 21/EE/E/BSNL/ED/DMA/ E-TENDER /2016-17

(To be filled by E.E.(E)

The Executive Engineer (E) B.S.N.L., Electrical Division, Mandi at CTTC Complex Sundernagar-175002 invites on behalf of Bharat Sanchar Nigam Limited, item rate e-tenders in two bid system for the following work (s) :-- C/O 100 Bedded Regional Hospital at Chamba (HP) {Sub Head : SITC of 1 no. 20 Passenger Machine room less (MRL) type lift.} .

Estimated Cost - **Rs. 42,00,000/-**, EMD- **Rs. 84,000/-**, Cost of Bid Document - **Rs 569/-** Last date & time of submission of on line bid – **29/01/2017 (Up to 17.00 hrs).** For details visit www.tenderwizard.com/BSNL or www.hp.bsnl.co.in

Executive Engineer (E)
BSNL, Electrical Division
Dharamshala.

NOTICE INVITING e-TENDER

The Executive Engineer (Elect.), BSNL Electrical Division, HPO Complex, Near CSC, Dharamshala-176215 on behalf of Bharat Sanchar Nigam Limited, invites online item rate e-tenders in Two Bid system from eligible contractors for the work and details given below:

	GENERAL DETAILS	
1	NIT No.	**21/EE/E/BSNL/ED/DMA/ E-TENDER /2016-17**
2	Name of work	C/O 100 Bedded Regional Hospital at Chamba (HP) {Sub Head : SITC of 1 no. 20 Passenger Machine room less (MRL) type lift.} .
3	Estimated cost of the work Inclusive of all taxes	**Rs. 42,00,000/-**
4	Completion period	**Seven Months**
5	Earnest Money Deposit (EMD) - @2% of estimated Cost	**Rs. 84,000/-**
6	Mode of submission of EMD	DD/FDR/TDR/BG of a Nationalized/Scheduled Bank in favour of **"AO (Claim Officer), o/o CGMT HP Circle Shimla**
7	Bid Cost (Non Refundable)	Rs 569/-
8	Mode of submission of Bid Cost	DD / Pay Order/ Bankers Cheque of a Nationalized / Scheduled Bank in favour of **"AO (Claim Officer), o/o CGMT HP Circle Shimla**
9	Tender processing fees including taxes (Non Refundable)	Online payment as per details given on website www.tenderwizard.com/BSNL
10	Availability of tender Documents	www.tenderwizard.com /BSNL, and www.hp.bsnl.co.in (The bidder can only participate in e-tender on www.tenderwizard.com/BSNL)
11	Date & time of availability of tender documents in the portal for downloading	**From 11-01-2017**
12	Last date and time of closing of online submission of tenders	**29-01-2017 (up to 17:00 Hrs.)**
13	Period during which EMD & Bid cost instrument and other documents shall be submitted.	After the date and time of submission of online bid and up to 15.00hrs. dated **01-02-2017** All documents shall be submitted by dropping in the box available in office of Executive Engineer (E) or shall be sent by Regd. Post/Speed. BSNL will not be responsible for any postal delay.
14	Date and time of online opening of technical bid.	On **01-02-2017** at 15:00 hours
15	Date and time for online opening of financial bids	**02-02-2017** at 15.30 hrs
16	Competent authority inviting tender	Executive Engineer (E), BSNL Electrical Division, HPO complex, Near BSNL CSC, Dharamshala-176215.
17	Help desk	011-49424365, 0172-39537537, Email-twhelpdesk691@gmail.com

1. ELIGIBILITY CRITERIA

The Contractors satisfying the following conditions: -

- The lift manufacturer of the makes proposed in the NIT. (Refer p.no. 26 & 27, List of approved makes along with special note at the end of LIST.)

OR

- The dealer authorized by lift manufacturer of the makes proposed in the NIT. (Refer p.no. 26 & 27, List of approved makes along with special note at the end of LIST.) The letter of authorization in original from the lift manufacturer will be produced by the dealer.

The contractor shall also submit and confirm:

- Documentary proof of satisfying the eligibility criteria as per **"1"** above , copy of PAN card, Original authorization of person quoting the tender from Directors/ Proprietor of the company, Near relative certificate from or on behalf of Directors/ Proprietor of the company.
  (All the documents shall be self attested / certified by any BSNL Executive /Notary /Gazetted Officer of Central Govt.)

- The firm should be registered under the Himachal Pradesh Value Added Tax Act 2005 and should further have EPF and ESI registration certificates from appropriate Govt. authorities.

- The firms who claim to be exempted from the ESI & EPF registration need to submit an affidavit on Non-judicial stamp paper for the same as per performa at **p.no.40** (Annexure–IV).

- If the firms do not have ESI & EPF registration, they will though be allowed to participate in the bid process, but they will have to get the ESI & EPF registration within15 days from the date of issue of intimation from BSNL regarding intent to accept the tender, else their EMD shall be forfeited absolutely and the firm shall not be allowed to participate in the next tender for the same work. If the firm fails to produce ESI & EPF registration certificate on more than one occasion, the firm shall be barred from participating in all future tenders.

- The contractor who are not registered under Himachal Pradesh Value Added Tax Act 2005 may bid for the contract however such contractors will have to get himself registered within 15 days from the date of issue of intimation from BSNL regarding intent to accept the tender, else their EMD shall be forfeited absolutely and the firm shall not be allowed to participate in the next tender for the same work. The firm shall give an affidavit on Non-judicial stamp paper as per performa at **page no.41** (Annexure-V) in this regard.

- The Firm should have valid service tax registration.

2. Important Instruction to Bidders For Regarding Online Tendering (E-Tendering)

2.1 Bidder is required to have class 3 digital signature certificate (DSC).
Every bidder has to get himself registered on www.tenderwizard.com/BSNL. He has to pay online registration charges depending on his category to M/s ITI Limited (tenderwizard.com) while having registration. The payment will be made online only.
For Registration: open website www.tenderwizard.com/BSNL >> Register Me >> Read Instruction Carefully >> Fill Form >> Upload Credential Documents >> Make Registration Charges Payment >> Save Acknowledgement >> Send request Letter on your letter pad (scanned copy) along with the documents you uploaded while having registration through email to twhelpdesk680@gmail.com to activate your User Id.
After sending of request letter and other documents by you, your user id will be activated within one working day and you will be intimated through email. After activation of your user id you will be able to login.
To request for tender documents and participate in tender, bidder has to request/apply online through www.tenderwizard.com/BSNL
For any help, please contact on 011-49424365 or 0172-3953753. A user manual for vendor (bidder) is also available. (Home page >>Click to view latest circulars / Formats / Manuals >> General >> Vendor Manual_New Version >> Vendor_Detailed_HELP_MANUAL_BSNL.)
Prospective bidders or General public can see and download free of cost PDF format of the tender documents from website: **www.tenderwizard.com/BSNL OR www.hp.bsnl.co.in.**

To participate in the tender, prospective bidders are requested to download the tender documents and price bid in excel formats, after login in the Home page of the website www.tenderwizard.com/BSNL with User ID/Password/Class III Digital Signature Certificate.

Prospective Bidder has to fill price bid and upload the same without renaming it.
Other than this, bidders are required to upload his credential documents and/or eligibility documents required by tender inviting authority elsewhere in this document in the tender online on www.tenderwizard.com/BSNL. Please refer Help Manual for Tender submission or contact ITI Helpdesk.

2.2 The Intending bidder must read the terms and conditions of Notice Inviting Tender & eligibility criteria carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the supporting documents required.

2.3 Information and instructions for bidder posted on website shall form part of bid document.
The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft/Pay Order/Banker's Cheque/FDR towards the cost of bid document and EMD in favour of **"AO (Claim Officer), o/o CGMT HP Circle Shimla** and other documents as specified.

2.4 Those Contractors not registered on website www.tenderwizard.com/BSNL mentioned above are required to get registered beforehand.

2.5 Contractor can upload documents in the form of JPG format and PDF format and any other format as permissible by the e-tendering portal.

2.6 Contractor must ensure to quote rate of each item. If any cell is left blank, the same shall be treated as "0". Therefore if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

LIST OF MANDATORY DOCUMENTS TO BE SCANNED AND UPLOADED ON THE LINK WITHIN PERIOD OF BID SUBMISSION

Sr. no.	Description
1.	Demand Draft/Pay Order/Banker's Cheque /FDR/TDR/BG of any Nationalized/ scheduled bank towards EMD.
2.	Demand Draft/Pay Order/Banker's Cheque of any Nationalized/scheduled bank towards cost of bid.
3.	Documentary proof of satisfying eligibility conditions as per "1" above
4.	PAN card issued by Income Tax Department,
5	Original authorization of person quoting the tender from Directors/ Proprietor of the company
6.	Certificate for "No near relatives are working in BSNL" as per format available in NIT document.
7.	Sales Tax / VAT registration no. with HP sales tax Department and EPF and ESI registration certificates from appropriate Govt. authorities.
8.	The firms who claim to be exempted from the ESI & EPF registration need to submit an affidavit on Non-judicial stamp paper for the same as per proforma given elsewhere in this document
9.	Affidavit on Non-judicial stamp paper regarding registration under Himachal Pradesh Value Added Tax Act 2005 given elsewhere in this document as per Proforma.
10.	Service Tax Registration No.

NOTES:

1. All the documents shall be self attested / certified by any BSNL Executive /Notary /Gazetted Officer of Central Govt.
2. The bidder shall upload scanned copy of originals in JPG or PDF format. The submission of documents is deemed as undertaking by bidder that all the documents are true and genuine. If it is found, at any time during bidding or execution of work, that the information/documents submitted by the bidder are in variance/forged/bogus, they shall be legally held responsible for the same. Their offer shall be summarily rejected or termination of contract, if awarded, forfeiting of the EMD, performance guarantees, security deposit, if any. The bidder/contractor shall be blacklisted /debarred for further works in BSNL for a period of three years.

Executive Engineer (E)
BSNL Electrical Division
Dharamshala.

BSNL EW **NIT (BSNL EW-6)**

Bharat Sanchar Nigam Limited
(A Government of India Enterprise)
Electrical Wing

Zone: H.P. Division: **Dharamshala** Circle: Shimla

NIT No. :- **21 /EE/E/BSNL/ED/DMA/ E-TENDER /2016-17**

NOTICE INVITING e -TENDERS

(As per Tendering procedure in BSNL revised up to date)

01. Item rate e-Tenders are hereby invited on behalf of BSNL for the work of**: C/O 100 Bedded Regional Hospital at Chamba (HP) {Sub Head : SITC of 1 no. 20 Passenger Machine room less (MRL) type lift.} .**

Estimated cost: **Rs. 42,00,000/-**

02. The intending bidder eligible to submit bid has to scan and upload the following documents as per the provision of eligibility criteria. All the documents shall be self attested / certified by any BSNL Executive /Notary /Gazetted Officer of Central Govt.
If the bidder is a firm in partnership / Limited company or Corporation, then the hard copies of "FORM-A" and partnership deed / Memorandum of Articles of Association and power of attorney / Authorization to the person who signs the tender in case of companies etc. shall also be submitted along with hard copies of other document.

03. Intending bidder is eligible to submit bid provided he has definite proof to the satisfaction of competent authority of having the eligibility criteria as given below.

04. (a) Detailed tender documents of tender consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of works to be done and the set of conditions of contract to be complied with by the persons whose tender may be accepted is available in downloadable form at the website **www.tenderwizard.com/BSNL or www.hp.bsnl.co.in** free of cost.
(b) The site for the works is available / or shall be made available in parts.

05. The time allowed for carrying out the work will be **Seven Months** and shall be reckoned from the 10th day after the date of written order to commence the work.

06. The intending bidder has to fill all the details such as Banker's name, Demand Draft/Fixed Deposit Receipt/Pay Order/Banker's Cheque/Bank Guarantee number, amount and date.

(i) Earnest Money amounting to **Rs. 84,000/-** in the form of demand draft / FDR / BG /CDR/TDR of a nationalized/scheduled bank guaranteed by the Reserve Bank of India, drawn in favour of **"AO (Claim Officer), o/o CGMT HP Circle Shimla** payable at **Shimla.** The Validity period of EMD is 120 days, from the date of opening of tender as stipulated above. However EMD in shape of DD with validity of three months is also acceptable.

(ii) Cost of Bid Document amounting to Rs 569/- (in the form of Demand Draft/Pay Order/Banker's Cheque) drawn in favour of **AO (Claim Officer), o/o CGMT HP Circle Shimla** payable at **Shimla.**

(iii) E-tender processing fee @ 0.05% of Estimated cost put to tender (subject to Minimum Rs.500/- and maximum of Rs.5,000/-) plus applicable taxes is to be paid through online on e-payment link available on portal by VISA/Master enabled Credit/Debit cards/PNB net banking facility to the account of M/s ITI Ltd. as mentioned in the portal.

07. a) The original financial instruments like Demand Draft/FDR/BG/CDR against EMD and Demand Draft towards cost of Bid document shall be placed in a single sealed envelope super scribed as "Earnest Money and Cost of Bid Documents" mentioning name of work and due date of opening of Bid.

(b) Attested copies of all documents satisfying eligibility criteria i.e. **Letter regarding the lift manufacturer of the makes proposed in the NIT, dealership certificate in original, PAN card, Service Tax, EPF & ESI registrations and WCT/Sales Tax/VAT registrations as per the eligibility criteria & other documents** shall be scanned and uploaded to the e-tendering website within the period of bid submission and copies of the same shall be deposited in a separate envelope marked as "Other documents".
If the bidder is a firm in partnership / Limited company or Corporation, then the hard copies of "FORM-A" and partnership deed / Memorandum of Articles of Association and power of attorney / Authorization to the person who signs the tender in case of companies etc. shall also be submitted along with hard copies of other documents as above.
If attested copies of the documents are not submitted, the contractor shall produce the originals of the documents on demand for verification at the date & time of opening of hard copies of documents of intending bidders before Executive Engineer (E).

(c) Both the envelope as above shall be placed in another envelope with due mention of name of work, due date and time of opening of bids, name of the bidder and shall be submitted in the office of the **Executive Engineer (E), BSNL Electrical Division, HPO complex, BSNL CSC, Dharamshala-176215.** after last date and time of submission of online bid.

(d) The documents are to be reached the Division office latest by 15.00 hours on **01/02/2017** failing which the bid is liable to be rejected. The authority will not be held responsible for the postal delay if any in the delivery of the documents and non-receipt of the same in time.

(e) Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest money Deposit, Cost of Bid Document and other documents uploaded are found in order. The time & date of opening of uploaded scanned documents & online Technical bid is on or after **15.00 hours** dated **01/02/2017**.

08. The Tender will be submitted in two parts –
Part- 1:- TECHNICAL AND COMMERCIAL BID
Part-2:- PRICE BID

a) The technical and commercial bid will be opened first at the first instance and evaluated by the Committee. At the second stage financial bids of only the technical and commercially accepted offer will be opened for further evaluation and ranking before awarding the contract.

b) The technical and commercial bid shall be evaluated by the tender evaluation committee and if necessary clarifications/confirmation, for deviations (if any) shall be taken from the eligible bidders so as to evaluate their bids as per terms and conditions of the tender documents to decide the technically & commercially responsive / non responsive bidder.

In case holiday is declared on the opening day the tenders will be opened on the next working day.

09. The bid submitted shall become invalid and cost of bid and e-tendering processing fees shall not be refunded if-
(i) The bidder is found ineligible.
(ii) The bidder does not upload all the documents as stipulated in the bid document.
(iii) Any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of the tender opening authority

10. Criteria of submission of eligibility documents for the online bids shall be considered as fulfilled if hard copies of all mandatory documents are submitted and found in order.

11. The EMD of all the unsuccessful tenderers shall be released on issue of award letter to the successful tenderer. This shall be done within one week of award letter.

12. Exemption from payment of earnest money and security deposit by any other unit/ department shall not hold good for BSNL.

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

14. After submission of online bid, the contractor can resubmit revised bid any number of times but before last time and date of submission of bid as notified. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rates of all the items).

15.(i) **Performance Guarantee :**
The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value of items in the form of Bank Guarantee (of a Nationalized / Scheduled Bank in a standard format) / CDR / FDR / DD within two weeks from the date of issue of award letter. The validity period of the performance security in the form of performance Bank Guarantee shall be one year from the date of actual completion of works and the same shall be released only after completion of 12 months free maintenance / warranty period.

(ii) **Security Deposit :** In addition to performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum be deducted with the sum already deposited as earnest money, will amount to security deposit of 5% of the Tendered value of the work.

16. The acceptance of a tender will rest with the **Superintending Engineer (E)** who does not bind himself to accept the lowest tender or any other tender and reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily.

17. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

18. The competent authority on behalf of BSNL reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

19. (i) The tenderer should give a certificate that none of his/her relative is employed in BSNL units. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be given by all the Directors of the Company.
(ii) Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as :

a. Members of a Hindu Undivided family
b. They are husband and wife
c. The one is related to the 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)

(iii) The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as SSA / Circle / Chief Engineer / Chief Archt./ Corporate office for non-executive employees and all SSA in a circle including circle office / Chief Eng./ Chief Archt./ Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender / work, for proprietorship, partnership firms and limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The format of the certificate to be given is "I …….. …….. son of Sh---------- ---------- …… Resident of ---------- …… hereby certify that none of my relative (s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. 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".

(Seal of the Firm) (Signature of Contractor)

20. No employee in BSNL/ Govt. of India is allowed to work as a contractor for a period of two years of his retirement from service without the prior permission. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of tender and engagement in the contractor's service.

21. The tenders for the work shall remain open for acceptance for a period of 90 days from the date of opening of the tenders.

If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which is not acceptable to the BSNL shall, without prejudice to any other right of remedy be at liberty to forfeit 50% (fifty percent only) of the said earnest money absolutely.

22. Extension of validity: In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request all tenderers to extend the validity of their respective tenders and the Earnest Money deposit by a reasonable period. In such cases, extension of validity of Earnest Money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.

23. The contractor should read the tender documents carefully before submitting the online bid.

24. Before e-tendering the Contractor shall inspect the site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extend of grounds, working conditions, including stocking of materials, installation of T&P etc. and condition affecting accommodation and movement of labour etc. required for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by the BSNL in any circumstances.

25. Agreement shall be drawn with the successful tenderer on prescribed form. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.

26. The successful tenderer/contractor on acceptance of his tender by the Accepting authority should sign every page of downloaded tender as available in the website with stamp (seal) of his firm/organization.

27. This down loaded and signed tender consisting of Notice Inviting e-Tender (BSNL EW-6) shall form part of the contract document. The successful tenderer/contractor shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:

a) The Notice Inviting e-Tender, all the documents including additional conditions, specifications and drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard form (BSNL EW-8).

28. General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on BSNL website **www.electrical.bsnl.co.in OR www.tenderwizard.com/BSNL** as well as in the Division office.

29. For e-tendering of this tender BSNL has engaged e-portal maintained by M/s ITI Ltd, New Delhi. The agency intending to participate in tendering process shall have to register with ITI Ltd, New Delhi. For details kindly visit website **http://www.tenderwizard.com/BSNL**

30. ELIGIBILITY CRITERIA

The Contractors satisfying the following conditions: -

- The lift manufacturer of the makes proposed in the NIT. (Refer p.no. 26 & 27, List of approved makes along with special note at the end of LIST.)

OR

- The dealer authorized by lift manufacturer of the makes proposed in the NIT. (Refer p.no. 26 & 27, List of approved makes along with special note at the end of LIST.) The letter of authorization in original from the lift manufacturer will be produced by the dealer.

The contractor shall also submit and confirm:

- Documentary proof of satisfying the eligibility criteria as per **"30"** above , copy of PAN card, Original authorization of person quoting the tender from Directors/ Proprietor of the company, Near relative certificate from or on behalf of Directors/ Proprietor of the company.
  (All the documents shall be self attested / certified by any BSNL Executive /Notary /Gazetted Officer of Central Govt.)

- The firm should be registered under the Himachal Pradesh Value Added Tax Act 2005 and should further have EPF and ESI registration certificates from appropriate Govt. authorities.

- The firms who claim to be exempted from the ESI & EPF registration need to submit an affidavit on Non-judicial stamp paper for the same as per performa at **p.no.40** (Annexure–IV).

- If the firms do not have ESI & EPF registration, they will though be allowed to participate in the bid process, but they will have to get the ESI & EPF registration within15 days from the date of issue of intimation from BSNL regarding intent to accept the tender, else their EMD shall be forfeited absolutely and the firm shall not be allowed to participate in the next tender for the same work. If the firm fails to produce ESI & EPF registration certificate on more than one occasion, the firm shall be barred from participating in all future tenders.

- The contractor who are not registered under Himachal Pradesh Value Added Tax Act 2005 may bid for the contract however such contractors will have to get himself registered within 15 days from the date of issue of intimation from BSNL regarding intent to accept the tender, else their EMD shall be forfeited absolutely and the firm shall not be allowed to participate in the next tender for the same work. The firm shall give an affidavit on Non-judicial stamp paper as per performa at **page no.41** (Annexure-V) in this regard.

- The Firm should have valid service tax registration.

Executive Engineer (E)
BSNL, Electrical Division
Dharamshala.

BSNL EW **TENDER FORM (BSNL EW-8)**

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

ZONE – H.P. DIVISION – **Mandi at Sundernagar** BRANCH: ELECTRICAL WING

Tender for the work of:- **C/O 100 Bedded Regional Hospital at Chamba (HP) {Sub Head : SITC of 1 no. 20 Passenger Machine room less (MRL) type lift.} .**

TENDER

1. I/we have read and examined the notice inviting tender, schedule, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rates and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

2. I/ We hereby tender for the execution of the work specified for BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

3. I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

4. A sum of **Rs. 84,000/-** is hereby forwarded in the form of Deposit at call receipt / FDR / Bank guarantee of a Nationalized/Scheduled Bank as earnest money. If I /We fail to commence the work specified I/We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and the same may at the option of the competent authority on behalf of BSNL be recovered without prejudice to any other 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.

5. Should this tender be accepted, I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to maximum of percentage mentioned in clause 12.3 of the tender form and those in excess of that limit at rates to be determined in accordance with provisions contained in clauses 12.2.

6. I / We agree to furnish to BSNL Deposit at call receipt /FDR/ Bank guarantee of a Nationalized/Scheduled Bank for an amount equal to 5% of the contact value in a standard format within two weeks from the date of issue of award letter. I/We agree to keep the performance bank guarantee valid for one year from the date of actual completion of work.

7. 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 to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

Signature of Witness

(required in the case of contractor's thumb impression is given by the contractor in place of signature)

(Signature of contractor)
(Name & Postal address) Seal of Contractor

Occupation of Witness Date:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned here under) is accepted by me for and on behalf of BSNL for a sum of Rs. _____ (Rupees _____

_____)

The letters referred to below shall form part of this contract Agreement.

a)

b)

For & on behalf of BSNL
Dated:…… Signature

Designation

GENERAL RULES AND DIRECTIONS

1. All works proposed for execution by contract will be notified in a form of invitation to tender displayed on Notice Board in select BSNL offices and signed by the officer inviting tender or by publication in News papers/internet (designated web page) as the case may be.

2. This form will state the work to be carried out, as well as the date for 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 performance guarantee to be deposited by the successful tenderer(s). 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 by the contractor at the office of Officer inviting tender during office hours.

3. In the event of the tender being submitted by a firm, it must be signed by the authorized signatory.

4. Receipts for payments made on account of work when executed by a firm, must also be signed by authorized signatory.

5. 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 conditions of any sort, including conditional rebates, will be summarily rejected. However, tenders with unconditional rebate will be acceptable. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each.
   The rates(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.

6. The Officer inviting tender or his duly authorised 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. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. 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.

7. 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.

8. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the Officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the concerned Accounts Officer.

9. The memorandum of work tendered for and the schedule of materials to be supplied by BSNL 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.

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

11. Rates quoted by the Contractor in the tender both 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 in either in figurers 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.

12. **(i) Performance Guarantee :**
The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value of items in the form of Bank Guarantee (of a Nationalized / Scheduled Bank in a standard format) / CDR / FDR / DD within two weeks from the date of issue of award letter. The validity period of the performance security in the form of performance Bank Guarantee shall be one year from the date of actual completion of works and the same shall be released only after completion of 12 months free maintenance / warranty period.

(ii) **Security Deposit :** In addition to performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum be deducted with the sum already deposited as earnest money, will amount to security deposit of 5% of the Tendered value of the work.

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

14. **Taxes & Duties:** The firm shall quote rates for all the items inclusive of local Sales Tax/VAT, Central Sales Tax and Works Contract Tax, service tax as applicable for the works. **No concessional form shall be issued by BSNL to the firm.** The bidder shall give the total composite price inclusive of all Central & State's levies and taxes i.e. Excise Duty, Service Tax, Sales Tax, Purchase Tax, Turnover Tax, Works Contract Tax etc. The total composite price shall comprise of unit price, and all other components of price need to be individually indicated/ quoted against the goods/material/ service, it proposes to supply under the contract in the following manner:

(i) The basic unit price (ex-factory) of goods/services/materials, Excise Duty, Sales Tax, Freight, forwarding, packing, service tax, insurance and any other levies/charges already paid or payable by the contractor/supplier shall be quoted separately **(wherever applicable).**
(ii) The liability to pay all taxes, levies, etc. shall be of contractor and BSNL will not entertain any claim whatsoever in this respect.

15. **Evaluation of Bids:-**The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the price of the goods offered inclusive of Duties and Taxes, Sales Tax, Packing, Forwarding, Freight and Insurance charges etc. However BSNL will issue way bill with specific request of the Agency.

"Duties and Taxes for which the firm has to furnish Cenvatable Challans / Invoices will be indicated separately in the PO/APO".

Vendors should furnish the correct E.D./Customs Tariff Head in the Price Schedule **(wherever applicable).** If the credit for the Duties/ Taxes under CENVAT Credit Rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.

In case the Duties & Taxes which are non CENVAT-able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow to the supplier to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules, 2004.

The purchaser reserve the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the E.D./Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D./Customs Tariff notifications.

"If the supplier fails to furnish necessary supporting documents i.e. Excise/Customs invoices etc. in respect of Duties/Taxes which are Cenvatable, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm".

16.a. However, pursuant to the constitution (forty-sixth Amendment) Act, 1982, if any further tax or levy is imposed by statute, after the last date for the receipt of tender and the contractor thereupon necessarily and properly pays such taxes/ levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

b. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of BSNL and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.

c. The Contractor shall, within a period of 30 days of 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.

17. In case of statutory variation in excise duty within the stipulated date of completion of individual agreement, the same shall be paid or recovered as per the actual against documentary proof for major equipments/ materials. However, beyond this period BSNL will take advantage of any duty reduction but will not pay extra on account of duty increase.

18. BSNL shall deduct work contract tax, income tax and other statutory deductions from payments due to the firm as per rules of the State/Central Government. The Accounts Officer concerned shall issue certificates for such deductions to the firm.

19. 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, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

20. Other agencies will also simultaneously execute the works like horticulture, external services, installation of telephone exchange equipment and other building works for the same project along with this work. The contractor shall offer necessary co-operation for the same.

21. Some restrictions may be imposed by the security staff etc. on the working and/or movement of labour, material etc. The contractor shall be bound to follow all such restrictions / instructions and nothing extra shall be payable on this account.

22. The contractor shall comply with the provisions 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 Engineer-in-charge 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 provisions of the said Act.

23. No engineer of gazetted rank or executive of BSNL employed in engineering or administrative duties in an engineering department of the Govt. of India/BSNL is allowed to work as a contractor for a period of two years of his retirement from government service without the previous permission of Govt. of India/BSNL. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Govt. of India as foresaid, before submission of the tender or engagement of the contractor's service as the case may be.

24. Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as:

24.1 Members of a Hindu Undivided family

24.2 They are husband and wife

24.3 The one is related to the 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)

25. The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./Corporate office for non executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender / work, for proprietorship, partnership firms and limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The format of the certificate to be given is "I…… ……son of Sh…… Resident of…… hereby certify that none of my relative (s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. 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".

(Seal of the Firm) (Signature of Contractor)

CONDITIONS OF CONTRACT

1. **Definitions :** The 'Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
   i) The expression "works" or "work" shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
   ii) The 'site' shall mean the land/building/or other places on, into or through which work is to be executed under the contract or any alternate land, building, path or street which may be allotted or used for the purpose of carrying out the contract.
   iii) The 'Contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
   iv) BSNL means the Bharat Sanchar Nigam Ltd. having its corporate office at Harish Chandra Mathur Lane, Janpath, New Delhi-110001 and its successors.
   v) The 'Engineer-in-charge' means the Engineer officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of BSNL as mentioned in Schedule 'F' hereunder.
   vi) Accepting Authority shall mean the authority mentioned in Schedule 'F'
   vii) 'Excepted Risk' are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damages from Aircraft, Acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the accepting authority or causes solely due to use or occupation by BSNL of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to BSNL's faulty design of works.
   viii) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
   ix) Tendered value means the value of the entire work as stipulated in the letter of award.
   x) Market rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

3. Scope and Performance: Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. The contractor shall be furnished, free of cost, one certified copy of the contract documents except standard specifications, schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

5. Works to be carried out : The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

6. Sufficiency of Tender: The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

7. Discrepancies & adjustments of Error : The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the schedule of quantities, the specifications and/or the drawings, the following order of preference shall be observed :-

- i) Description of Schedule of Quantities
- ii) Particular Specification and Special condition, if any
- iii) Drawings
- iv) BSNL/C.P.W.D. Specifications
- v) Indian Standard Specifications of B.I.S

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

9. Signing of Contract: The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

10. The agreement to be signed on non-judicial stamp paper and the cost to be decided as per the prevailing local bye-laws or zonal head of the circle.

CONTRACTOR EXECUTIVE ENGINEER (E)

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities: As per Price Bid

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Sr. No.	Description of item	Quantity	Rates in figures and words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
1	Nil		Nil	

SCHEDULE 'C'

Tools and plants to be hired to the contractor

Sr. No.	Description of item	Hire charges per day	Place of Issue
1	2	3	4
NIL			

SCHEDULE 'D'

Extra schedule for specific requirements/ document for the work, if any.

I. Scope for works- : Appended from page **24-25**_____

II. General Conditions & Commercial/General: - Appended from **page- 15-20**_____

III. Copy of Memo no. 5-1-12-EW/94 dt. 26/9/1996, Model form of Bank Guarantee): Appended from **page 36-38**____

SCHEDULE 'E'

Schedule of component of Cement, Steel, other materials, Labour etc. for price escalation.

NIL

CLAUSE 10 CC

Component of Cement expressed as per cent of total value of work	Xc	_____ %	NA
Component of Steel expressed as per cent of total value of work	Xs	_____ %	
Component of civil(except cement and steel) / Electrical construction Materials expressed as per cent of total value of work	Xm	_____ %	
Component of Labour expressed as per cent of total value of work	Y	_____ %	

SCHEDULE 'F' Reference to General Conditions of contract.	
Name of work:	**C/O 100 Bedded Regional Hospital at Chamba (HP) {Sub Head : SITC of 1 no. 20 Passenger Machine room less (MRL) type lift.} .**
Estimated cost of work:	**Rs. 42,00,000/-**
i) Earnest money :	**Rs. 84,000/-**
ii) Performance Guarantee : iii) Security Deposit :	5% of tendered value of work. 5 % of the tendered value of the work.
GENERAL RULES and DIRECTIONS:	**Officer inviting tender: EE (E), BSNL Electrical Division, HPO Complex, Near BSNL CSC, Dharamshala-176215.** Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 and 12.3.
Definitions:	See below
2(v) Engineer-in-Charge	Concerned Executive Engineer (E), BSNL Electrical Division, Dharamshala.
2(viii) Accepting Authority	**SE (E), BSNL Electrical Circle Shimla.**
2(x) Percentage on cost of materials and labour to cover all overheads and profits.	**15%**
2(xi) Standard Schedule of Rates	NA
2(xii) Department	BSNL
9(ii) Standard CPWD contract Form	BSNL EW Form 8 as modified and corrected up to date.
Clause 1 i)Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days ii) Maximum allowable extension beyond the period provided in I) above in days	14 Days
Clause 2 Authority for fixing compensation under Clause 2.	SE (E), BSNL Electrical Circle Shimla.
Clause 5 Time allowed for execution of work. Authority to give fair and reasonable extension of time for completion of work.	**Seven Months** SE (E), BSNL Electrical Circle Shimla.

Clause 11 Specifications to be followed for execution of work	Specifications as per Contract Document with Schedule of work.
Clause 12 12.2(iii) Schedule of rates for determining the rates for additional, altered or substituted items that cannot be determined under 12.2.(i) & (ii)	NIL
Clause 12 12.2(iii), plus/minus ± the % over the rate entered in the schedule of rates	NA
Clause 12 Deviation Limit beyond which clauses 12.3 shall apply	25%
Clause 25 Competent Authority for Conciliation	SE (E), BSNL Electrical Circle Shimla.
Clause 30.2 Minimum Qualifications and experience required for Principal Technical Representative.	
i) For works with estimated cost put to tender more than (Rs. 2 lac but less than Rs.5 Lac for Elect/ Mech. Works)	Recognized diploma holder
ii) For works with estimated cost put to tender more than Rs. 5 lac for Elect/ Mech. Works	Graduate or recognized diploma holder with 3 years experience
Clause 30.5 Recovery to be effected from the contractor in the event of not fulfilling provision of clause 30.2	Rs.4,000/- p.m. for works costing above 5 lac Rs.2,000/- p.m. for works costing between 2 lac and 5 lac

(Copy of Price Bid – For View Purpose Only, Bidder has to submit financial bid online in excel file on www.tenderwizard.com/BSNL)

BHARAT SANCHAR NIGAM LIMITED

FINANCIAL (PRICE) BID

SCHDULE OF WORK

NAME OF WORK: C/O 100 Bedded Regional Hospital at Chamba (HP) {Sub Head : SITC of 1 no. 20 Passenger Machine room less (MRL) type lift.} .

Sl. No.	Description of Items	Quantity	Rate (In Rupees)		Unit	Amount (In Rupees)	
			SUPPLY COMPONENT	ITC COMPONENT		SUPPLY COMPONENT	ITC COMPONENT
1	Supply, Installation, Testing and Commissioning of 1 No. 20 passenger Lift with **Machine room less** at site (Approx. 1360 Kgs. capacity) as per the specifications attached and confirming to the latest lift act and lift practice having a speed of **1.00 meter/second** with total travel as given below. The lift shall be operated on automatic push button control, **V3F microprocessor based full selective collective simplex control system** with and without attendants and suitable for 3 phase, 50Hz, 415V AC supply with **energy efficient gearless motor**. All lift equipments including cars, counter weights, self travelling devices, indicators, doors, terminal buffers, ropes / belts, safety devices, ARDs including all wiring connections and connected equipments shall be as per the detailed specifications appended herewith. The work also includes **12 months free maintenance/warranty** of the lifts including replacement of defective materials, periodical inspection and servicing including attending the breakdown calls etc as required. Miscellaneous items like supports for guide rails, overhead gears, scaffoldings, minor building works like making pockets, holes, painting etc. and making good the same also included within the scope of work. The Lift shall be provided with automatic rescue devices, over load indications and protection, audio announcement and full height Infra red light curtain in doors. **Note:- (Conducting lift inspection at site after installation and obtaining clearance certificate from local inspecting authority (H.P. State) including material inspection at factory are included within the scope of work)** Lift for Approx. 14.00 Meters travel(Ground to 4th Floor) (Serving Floors: Ground and 4 floors, Total stops: 5 and Landings : 5	01 Job			Job		
	Total						

NOTE : 1) Since the Service Tax is applicable on ITC component only so the Quoted rate should be inclusive of all taxes & levies, but excluding SERVICE TAX which shall be calculated in the Break-Up of Price.

2) The vendors are advised to visit the site for proper assessment of scope of work at their own cost.

(Signature with Seal of Firm)

Executive Engineer (E),
BSNL Electrical Division,
Dharamshala.

NAME OF WORK: C/O 100 Bedded Regional Hospital at Chamba (HP) {Sub Head : SITC of 1 no. 20 Passenger Machine room less (MRL) type lift.} .

BREAK-UP OF PRICE

Quoted Amount (SUPPLY COMPONENT) (in Rs.)	Quoted Amount (ITC COMPONENT) (in Rs.)	Service Tax @14.5% on ITC Component (in Rs.)	Quoted Amount inclusive of all TAXES, Levies and Charges. (In Rs.)
(A)	(B)	(C)	(A+B+C)

(Signature with Seal of Firm)

Executive Engineer (E),
BSNL Electrical Division,
Dharamshala.

UNPRICED SCHEDULE

LIST OF APPROVED MAKES- BSNL ELECTRICAL WING

S. No.	Item	Makes
1	Engine	Ashok Leyland /Cummins/ Cater pillar / KOEL/ Volvo Penta / Mahindra & Mahindra (up to 40 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 20 KVA)
2	Alternator(Brushless)	Crompton Greaves (AL. series) / KEC / Leroy Somer / Stamford/Jyoti Ltd
3	Battery (Lead Acid / Mntc. Free)	Amara Raja / AMCO / Farukawa / Hitachi / Exide/ Prestolite / Standard
4	HV Switchgear (Vacuum Circuit Breaker/SF6)	Biecco Lawrie / Crompton / Kirloskar / MEI / Jyoti Ltd
5	Transformer (Oil filled / Dry type)	ABB / Schneider Electric /Andrew Yule / Bharat Bijlee / Crompton / EMCO / Kirloskar /Siemens
	a) Above 400 KVA /	
	b) Up to 400 KVA	In addition to above makes, Uttam/Automatic Electric Gear(AEG)/Patson/Rajasthan Transformer and Switchgear
6	Air Circuit Breaker	L&T/ Schneider Electric / Siemens
7	MCCB(Ics=Icu)	L&T/ Schneider Electric / Siemens
8	SDF units	L&T/ Schneider Electric / Siemens/ HPL/Havells
9	Power Contactors	L&T/ Schneider Electric / Siemens/ Lakshmi(LECS)
10	Change Over Switch	HPL / Havells / H-H Elcon
11	Intelligent APFC Relay	L&T/EPCOS(Siemens)/ Schneider Electric / Neptune Ducati/Syntron/ABB
12	Bus Bar Trunking/ Sandwiched Bus Duct	Moeller/L&T/Schneider Electric/ABB/Legrand/Zeta
13	Power Capacitors (MPP/APP)	L&T/EPCOS(Siemens)/ABB/Crompton/ Schneider Electric/Neptune Ducati
14	Digital/ KWHr meter	Schneider Electric/ AE/ Digitron / IMP/ Meco / Rishabh / Universal/HPL/L&T/ABB
15	Cold shrink HT/LT Cable Joint	Denson / 3M(M-Seal)/ Raychem
16	Rubber Matting	ISI mark
17	MCB/ lsolator/ELCB / RCCB/ Distribution Board	Crompton / Havells / lndokopp / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard/ C&S/ABB/HPL
18	MS/ PVC Conduit	ISI mark
19	Cable Tray	MEM/Bharti/Ratan/Slotco/Profab
20	HT/LT Cables	ISI mark
21	PVC insulated copper conductor wire	ISI mark

22	Centrifugal Pump	Amrut / BE / Beacon / Batliboi / Crompton / Jyoti / Kirloskar / KSB / Mather & platt / WASP/Grundfos
23	Submersible Pump	Crompton/Amrut / BE / Calama / Kirloskar / KSB
24	Motors	ABB/ Bharat Bijlee / Crompton Greaves /Schneider Electric / HBB / KEC / Siemens/Jyoti Ltd
25	Fresh Air Fans	GE / Khaitan/Almonard/Crompton
26	Starter	ABB / BCH / Schneider Electric / L&T / Siemens /
27	Single Phase Preventer	L&T / Minilec / Siemens / Zerotrip
28	GI/MS Pipe	ATC / ATL / BST / GSI / ITC / ITS / IIA /JST / Jindal /TTA / Tata/Zenith
29	Foot Valve	ISI mark
30	Gate Valve	Advance/Audco/Johnson Controls/Zoloto/Annapurna / Fountain / Kirloskar / Leader / Sant / Trishul
31	Compressors	Carrier/Emerson copeland/York/Danfoss (for chillers only)
32	Resin Bonded Glass wool	Fibre Glass / Pilkingston / UP Twiga
33	Expanded Polystyrene	BASF(India) Ltd.
34	Gauge	Feibig / H.Guru / Pricol
35	Controls	FLICA / Honeywell / Indfoss / Penn-Danfoss / Ranco / Ranutrol / Sporland
36	Fine Filters	Anfiltra Effluent / ARW / Athlete/ Airtake/ Dyna / Kirsloskar/ Puromatic/ Purafill/ Purolator / Tenacity
37	GI Sheet Essar/Notifier	HSU Jindal / National / Nippon Denro / Sail / Tata
38	Heat Detector	Appollo / Chemtron/ Edward / Fenwal/ Hochiki / Nitton /System Sensor/ Wormald/Honeywell
39	Ionization Detector	Appollo / Cerebrus / Edward/ /Fenwal / Hochiki / Nitton / System Sensor / Wormald
40	Photo Electric Smoke Detector	Appollo / Cerebrus / Edward / Fenwal/ Hochiki / Nitton / Wormald
41	Fire Panel (Microprocessor based)	Agni Instruments / Agni Devices/ Aruna Agencies/ Carmel Sensor / Ravel Elect./Honeywell Essar/Notifier/Navin Systems
42	Sprinkler/ Hose Reel & Hose Pipe	ISI mark
43	Fire Extinguisher	ISI mark
44	Lift	OTIS, Kone, Mitsubishi , Schindler, Johnson

SPECIAL NOTE:- Items which are approved from O/o PGM(E) BSNL New Delhi till last date of sale of tender, shall also be accepted.

SPECIFICATIONS FOR PASSENGER LIFTS

1. Type / Service: Passenger Lift
2. No. of Lifts required: 1 No. (Full selective collective simplex control)
3. Load: 20 Passengers, 1360 kgs. Approx.
4. Rated speed: 1.00 meter/second
5. Travel: 14.00 Meters (Approx.)
6. No. of stops: Ground + 4 floors, 5 stops, 5 Levels, 5 openings
7. Method of control: Variable Voltage, Variable Frequency (V3F) drives. Microprocessor based full collective and simplex control operation with and without attendant (jerk free start and stop operation).
8. Position of machine room : Machine room less - Gearless.
9. Size of Lift well : 2350 mm wide x 3000mm deep (Nominal).
10. Lift Pit depth: 1600mm (Nominal).
11. Internal size of car Platform: As per manufacturer's recommendations to suit the existing lift well size.
12. Construction, design & finish of car body work: Car inside surface shall be made of scratch proof Stainless steel hair line finish panels (min. 1 mm thick). Stainless steel false ceiling in mirror finish with decorative lights, pressure type fan for ventilation, scrolling /digital floor position indicators.
13. Flooring: Anti skidding flooring constructed out of Cold Rolled Grain Oriented (CRGO) formed sheets of steel / chequered Aluminium covered with at least 3mm thick Vinyl tiles.
14. Car entrances : One No. 1200 mm Wide x 2100mm (approx.) High scratch proof stainless steel hair line finish power operated **automatic centre opening door**. The car and the door shall be provided with sensitive reopening arrangements with full length infra red curtain with suitable numbers intersecting beams, which are likely to come in contact with persons entering or coming out of the car and with door pressure limiter as secondary door safety.
15. Car light : Decorative lights to get sufficient lighting inside the car.

16. a) Call indicator : In the car operating panel as per Sl. No. 17 below.

    b) Position indicator in car : Above the car door.

    c) Landings: UP/DOWN direction arrow indicators with two luminous push buttons are to be provided for intermediate landings and single push button for terminal landings with call direction indicators and digit type car position indicator on all landing panels.

17. Car operating panel: Full length stainless steel hair line finish car operating panel with integrated battery backed Emergency Light and Push to Talk shall consist of the following:
    1. Key operated Switch marked to indicate "Attendant" , "Automatic Operation"
    2. Push button for each floor Served.
    3. Emergency " STOP" push button.
    4. Emergency alarm push button (Battery operated)
    5. "UP & DOWN" direction button with indicator.
    6. Buzzer
    7. Non-Stop button.

8. Over load indication

9. Door close and open push button

18. Landing Entrance: Front Only.

a. Car open : in front only

b. Size & type of doors : 1200 mm wide x 2100mm height (approx.), scratch proof Stainless steel , hair line operation finish, centre opening horizontal sliding door having self closing facility and emergency key opening facility at all landings. The landing door and car door are mechanically interconnected so as to open or close simultaneously.

19. Leveling device: As per 2.31.1 of IS 1860-1980

20. Machinery: The machine shall be integral mono block energy efficient Gearless traction type design for heavy duty and suitable for lift operation.

21. a) Battery and battery charger : One set of rechargeable battery of suitable capacity to operate ARD and other essential controls with trickle charger is to be provided.

b) Emergency light: Emergency light (Rechargeable Battery operated) in car.

c) Emergency alarm Bell: Emergency alarm bell (Rechargeable Battery Operated) at ground floor.

22. Ventilation: Axial flow fan suitably concealed behind the false ceiling with separate switch in car operating panel to throw air evenly..

23. Fire Switches: Fire switches as per IS may be provided to enable the fire authority to take over the complete control of the lift in case of emergency.

24. Hands free Press and Speak Intercom: Emergency alarm and push to talk system shall be provided for making emergency alarm and for communication.

25. Counter weight: Provided in a structural steel frame as per clause 14 of IS 14665(Part4/sec.1to9):2001.

26. Terminal buffers : Terminal buffers shall be installed as a means of stopping the car and counter weight at the extreme limits of travel and shall be spring or oil buffers. Buffers in the pit shall be mounted on steel channels or suitable concrete blocks.

27. Guide: Steel 'Tee' section guides shall be provided for the car and counter - weight. At least the guides for the car should be machined.

28. Safety Gears: As per IS 14665(Part4/sec.1to9):2001.

29. Over speed Governor: As per IS 14665(Part4/sec.1to9):2001.

30. Ropes / Belts: As per manufacturer's recommendations.

31. Reverse phase and phase failure relay: Reverse phase & phase failure relay shall be provided to protect the machine against phase reversal and failure of any phase.

32. Special features: A device **(Automatic Rescue Device)** above car/suitable location to move the car automatically (with the help of maintenance free battery) up /down to bring it to the nearest landing in case of failure of power supply shall be provided.

33. Braille Fixture to be provided.

34. Lift Announcement: The lift shall be provided with lift announcement system with floor announcements, overload and special announcements.

35. Load weighing device : Elevator shall be provided with load weighing device with features like full load by pass function (80% loading) for landing calls and overload indicator and announcement in the car in case the car is loaded more than 110% of the rated load. This will ensure that the doors will not close in case the loading is more than 110%.

36. Pit Ladder: A Steel / Alluminium ladder should be provided in the pit.

37. Miscellaneous: All electrical wiring shall have flame resisting moisture proof insulation and will be run in heavy gauge metal conduit/ casing. The trailing cable between the car and lift well will be multi core type designed for lift services and will have flame resisting moisture proof covering. Cables should conform to relevant IS amended up to date. The supply and erection of lift shall conform to the latest lift act in force and modern lift practice in all respects. All wiring and earthing etc. shall conform to IE rules and regulations.

38. a) Electrical supply : 415V/440V A/C, 50Hz,3-Phase 4-wire system.
    b) Auxiliary required: 220V, single phase, 50HZ, A/C.

39. Spares and Instructions: All necessary spare required for one year free maintenance period is to be provided by the firm. Necessary tool kit for day to day operation i/c operation and maintenance manual and special instructions if any for care and maintenance during lift operation is to be provided by the firm.

40. Guarantee & Free Maintenance: Supply firm shall give a guarantee for twelve months from satisfactory completion, testing and handing over of the work against any material/manufacturing defects and shall include free normal maintenance for a period of twelve months in their offer which consist of periodical inspection of lift, general cleaning, greasing adjustment and checking of all safety devices including attending break down calls etc as required.

41. Painting: All exposed metal parts especially iron parts shall be painted with 2 coats of approved synthetic enamel paint after 2 coats of synchromate primer after erection and before commissioning the lift.

42. General : Suitable scaffolding in the hoist way and cutting work etc. shall be done by the supplier only. All minor bldg works if any required shall also be provided.

43. Reference : All the lift equipment & installation shall conform to the following ISI Standard and CPWD General specifications Electrical works part lll Lifts and escalators amended up to date.
    (a) Safety rules: As per IS14665 (Part3/sec.1t&2):2000.
    (b) Installation operation and maintenance As per IS14665 (Part2/sec.1t&2): 2000.
    (c) Out line dimensions: As per IS 14665(Part1):2000
    (d) Lift cables : As per IS4289-1967

SPECIAL CONDITIONS OF CONTRACT

TECHNICAL

Following special conditions shall be read in conjunction with the conditions of contract and amendments thereto. If there are provisions in these special conditions which are at variance with provisions in the other documents, the provisions in these special conditions shall take precedence.

The work shall generally be carried out as per IE rules, IS and national building/electrical codes/ fire manuals/BSNL & CPWD specifications and NIT conditions. Department reserves the right to award in full or in parts to different agencies.

1. STORES AND MATERIALS

All the stores and materials required for the work except those supplied as departmental supply shall be arranged at works site by the firm from his own resources or open market. It should be clearly understood that no claim whatsoever shall be entertained by the Department on this account. Safe custody of the materials brought at site shall be firm's responsibility till the installation is taken over by the Department after successful acceptance testing.

2. I.S. STANDARDS

The lift equipments and installation shall conform to various standards amended up to date wherever applicable.

3. INSPECTION OF SITE AND CONTRACT DOCUMENTS

For the purpose of inspection of site and relevant contract documents the firm is required to contact the Executive Engineer (E) concerned who shall give reasonable facilities for inspection of the same. The firm shall inspect and examine the site and shall satisfy himself before submission of the tender as to the form and nature of work, the quantities, materials necessary for completion of the work and in general; shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

4. PROGRAM FOR EXECUTION

The firm shall supply detailed program to Engineer-in-Charge for execution of contract within fifteen days of award of work. The program shall contain details about submission of drawings and supply of materials. Tentative dates for installation, testing & commissioning of lift shall also be submitted.

5. DRAWINGS TO BE SUBMITTED FOR APPROVAL

The firm shall get system drawings approved from Engineer in charge. The approval of drawings will not absolve the responsibilities for supplying and installing the system with the relevant specifications/codes/agreement conditions. Control arrangement drawing should be put up to the Executive Engineer (E) within three weeks from the date of receipt of the site plans for his approval. (showing clearly all the civil works to be done by the tenderer). The EE(E) should give his consent within three weeks of receipt of drawing in all respects.

6. CO-ORDINATION AT SITE

At the site of works, as various agencies will be working, it should be the aim of different agencies that on their account the work of other agency /agencies is not delayed. Full cooperation and full coordination is to be extended during progress of work and at the time of testing by all the agencies.

7. LIASONING AND CO-ORDINATION WITH VARIOUS AUTHORITIES

The firm shall do co-ordination and liasioning with Lift inspecting authority for inspection of Lift installation complete with arranging/ submitting various test reports, drawings, prescribed forms to Lift Inspector/ competent authorities and to obtain satisfactory clearance certificate for operation of the Lift installation.

8. INSPECTION AT CONTRACTOR'S / MANUFACTURER'S PREMISES

(i) The BSNL's authorized representative shall have full powers to inspect drawings of any portion of the work or examine the materials and workmanship of the material/equipment at the contractor's works or at any other place from where the material or equipment is obtained. Acceptance of any material or equipment shall in no way relieve the contractor of his responsibility for meeting the requirement of the specifications but shall have to be replaced free of cost by the contractor in case the equipment is found defective or of inferior quality.

(ii) The BSNL reserves the right to send/depute its representative for inspection of material/equipment and witness the test at manufacturer's /supplier's premises before dispatch and firm should not demand any extra payment for this.

9. INSPECTION AND TESTING OF INSTALLATION

After physical completion of installation the entire system shall be tested by the firm in accordance with the functional requirements in presence of Engineer-in-Charge or his representative. Results obtained shall be recorded and submitted to the department in the prescribed form as per IE Rules. Subsequently installation shall be got inspected and passed by the **Lift Inspector/competent authority (H.P. State)** as per statutory rules as required. Generally besides ascertaining the adequacy of sizes for the ratings like current carrying capacity, rupturing capacity, voltage range, rigidity of supports etc. the required tests shall be carried out.

10. CHANGE IN SPECIFICATIONS

(i) BSNL reserves the right to make changes in the specifications of the work if in its opinion the same is found necessary. However such alterations shall be made after mutual discussion and agreement between BSNL and the contractor. Any price implication in this regard shall be mutually discussed and agreed upon, in terms of clause 12 of BSNL- EW.

(ii) Modifications or alterations by the contractor in the design / specifications of any equipment/material will not be permitted by BSNL as a matter of principle. However the same can be agreed by BSNL under the exceptional circumstances where:

a) The same is necessitated due to non-availability of material/component of certain specification or make.

OR

b) Such alterations constitute an improvement in the opinion of the contractor and BSNL.

(iii) Prior written approval of BSNL is necessary before undertaking any alteration/ modification in the specifications of the equipments.

11. TEST CERTIFICATES

The firm shall submit Manufacturer's test certificates for all major equipments along with supply of the materials.

12. PACKING, FORWARDING & STORAGE

Before dispatch to site, the equipment/ component/ materials shall be properly packed so as to afford protection against transit damages and damages against storage in open areas either at transporter's premises or at work site. Special care shall be taken in respect of sensitive items. When storage in open area is inevitable proper water proof covering shall be provided to protect damages on account of rain water etc. However, damaged items shall be replaced as per the direction of Engineer-in-Charge. Lockable space for storing the material may be provided on request, if available. However, safe custody of the material stored at site will be responsibility of the contractor till the completion/handing over of the work.

13. POWER SUPPLY

Electricity for erection, commissioning and testing of equipment shall be provided free of cost.

14. COMPLETION OF WORK

The completion date will be the date of acceptance and taking over i.e. after the commissioning of the lift and running of the lift in trouble free condition for a period of 30 days. However bill shall be finalized only after successful inspection and testing of the lift by lift inspector/competent authority.

15. COMPLETION DRAWINGS

a. Four sets of completion drawings giving following details shall be furnished.
i General arrangement drawing to scale showing location with dimensions and clearances and working parameters.
ii. Details of foundation for equipment and weight of associated equipments.
iii. Control and schematic wiring diagrams and wiring diagrams duly numbering the terminals showing sequence of operation, size of cables etc.
b. Copies of test certificates and guarantee cards of the equipment and operation Manuals shall be supplied along with the equipment.

16. REJECTION OF DEFECTIVE EQUIPMENT

i) If the completed lift installation or any portion thereof, before it is taken over, is found defective or fails to fulfill the intent of the specifications, the contractor shall on receipt of a written notice from the Engineer-in-charge, forthwith make good the defective equipment / installation.

ii) If the contractor fails to rectify the defects and/ or make good the defective equipment/installation within a stipulated time mentioned in the written notice or replace the equipment at no extra cost, BSNL may make good, reject and or replace at the risk and expenses of the contractor, the whole or any portion of the installation which is defective or fails to fulfill requirements of the contract.

17. TAKING OVER OF INSTALLATION

After the installation has been completed in all respects and tested successfully the same shall be taken over by the Department/end user after 30 days trouble free running.

18. GUARANTEE AND DEFECTS LIABILITY

i) The guarantee shall be valid for 12 months from the date of handing over of the installation after successful testing, commissioning and operation. The contractor shall guarantee that all equipments shall be free from any defect due to the defective material and/or bad workmanship and also the equipments shall work satisfactorily with performance and efficiencies not less than the guaranteed values.

ii) Any part found defective during this period shall be replaced free of cost by the contractor. The service of the contractor's personnel, if required during this period, shall be made available free of cost to the BSNL.

iii) The contractor shall depute his representative without delay on intimation of the defect.

iv) A joint report shall be prepared by the representative of BSNL and firm regarding nature of defects and remedial action required. Time schedule for such action shall also be finalized.

v) In case the contractor fails to depute his representative and / or fails to cause remedial measure within reasonable time as decided during joint inspection, the BSNL may proceed to do so at the contractor's risk and expenses and without prejudice to any other right, to recover such expenses.

vi) The following aspects are, however, not covered under the purview of guarantee.

(a) Consequential losses and damages.
(b) Parts subject to normal wear and tear
(c) Deterioration or failure of equipment due to corrosive atmosphere
(d) Supply of consumable items like indicating lamps unless the loss of these items are due to defective material/ workmanship.

19. MAINTENANCE

The firm shall provide free comprehensive maintenance for 12 months from the date of successful completion of the work. This includes replacement of defective components at free of cost including scheduled inspections and break down calls as per the technical specifications. During these visits, the firm shall inspect the system, adjust necessary controls if required and satisfy the department /end user that the system is working in good condition.

20. BYE-LAWS, INDEMNITY AGAINST LIABILITIES

a) The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving/receiving all necessary notices and keep the Engineer-in-charge informed about the notices issued and received.

b) The contractor shall indemnify the BSNL against all claims in respect of patent rights, design, trade mark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties.

c) License fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof shall be borne by the contractor.

d) All liabilities/ penal recoveries on matters arising out of tax/ excise/ levies such as incorrect deductions, discrepancies in the filing of returns, revised assessment by the concerned authorities etc. shall be borne by the contractor.

e) It is contractor's liability to follow all safety procedures in accordance with relevant I.S. amended up to date during execution of work at site.

21. If the contractor withdraws the offer in any period of the main work, the same will be considered as with drawing the offer after quoting the tender and action will be initiated accordingly.

COMMERCIAL / GENERAL

The contractor shall read carefully the following conditions and shall quote accordingly confirming all the points in their offer.

1. EMPLOYEES PROVIDENT FUND
The contractor shall comply/fulfill the provisions of the EPF and Misc. Provisions Act.-1952 and Employees Provident Fund Scheme-1952 as amended up to date in respect of labours/employees engaged by them for performing this work. Any consequences arising due to non-complying of the provisions as specified above shall be the sole responsibility of the firm.

2. INCREASE / DECREASE OF TENDER QUANTITY
BSNL will have the right to increase or decrease up to 25% of the contract value depending upon the requirement of goods and services specified in the schedule of items without any change in the unit price or other terms and conditions at the time of award of contract.

In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender / contract within a period of six months from date of award of work at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

3. TERMS OF PAYMENT
The following terms of payment shall be applicable:
a) 80% on receipt of equipment at site and after satisfactory physical inspection.
b) 10% of the approved contract value after successful installation of equipment.
c) 10% after testing, commissioning and handing over.

4. OCTROI CERTIFICATE: - "No octroi exemption certificate will be issued by the department".

5. TAXES AND DUTIES
The firm shall quote rates for all items inclusive of all taxes and duties including works contract tax / VAT, surcharge, cess etc. & nothing extra will be paid.

6. WORK CONTRACT TAX (If applicable)
The rates offered by the firm shall be inclusive of the works contract tax, additional tax, surcharge etc. as applicable in the state. Certificate for such deduction shall be issued to the firm by the Accounts Officer concerned.

7. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:
Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the Engineer in charge on behalf of the BSNL shall have the option of terminating the contract without compensation to the contractor.

8. INDULGING OF CONTRACTOR IN CRIMINAL/ANTISOCIAL ACTIVITIES AND CASES UNDER INVESTIGATION / CHARGE SHEETED BY CBI OR ANY OTHER GOVERNMENT AGENCIES ETC. :
If the CBI/Independent External Monitor (IEM) / Income Tax /Sales Tax/ Central Excise/ Custom Departments recommend such a course – Action will be taken as per the directions of CBI or concerned department.

Sign & seal of the Contractor

Executive Engineer (E),
BSNL Electrical Division,
Dharamshala.

ANNEXURE-I

MODEL FORM OF BANK GUARANTEE

Whereas_____ (hereinafter called "the Contractor(s)

"has submitted its Tender dated_____for ____ _____ _____ ____
)

(Nameof Work)_____

_____

KNOW ALL MEN by these presents that WE_____

_____of_____having our registered office at _____(hereinafter called "the Bank") are bound unto_____ _____ (hereinafter called "the B.S.N.L.") in the sum of _____ for which payment will and truly to be made of the said B.S.N.L., the Bank binds itself, its successors and assigns by the these presents.

THE CONDITIONS of the obligation are :

1- If the Contractor(s) withdraws its tender during the period of Tender validity specified on the Tender Form, or

2- If the Contractor(s) having been notified of the acceptance of its Tender by Bharat Sanchar Nigam Limited during the period of Tender validity.

a) Fails or refuses to execute the Contract.

b) Fails or refuses to furnish Security Deposit in accordance with the conditions of Tender document.

We undertake to pay to Bharat Sanchar Nigam Limited upto the above amount upon receipt of its first written demand, without B.S.N.L. having to substantiate its demand, provided that in its demand B.S.N.L. will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions. The guarantee will remain in force as specified in the Tender Document upto and including Thirty (30) days after the period of the Tender validity, and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

Name of witness **Signature of the Witness**

Address of witness

ANNEXURE-II

MODEL FORM OF PERFORMANCE GUARANTEE

I) BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE FOR ELECTRICAL INSTALLATION/O & M/ AIR CONDITIONING, DIESEL ENGINE ALTERNATOR, LIFTS AND SUB-STAITION WORKS etc.

_____for_____
_____(Name of work) and

Whereas ---------- (here in after called" the Contractor(s)" has submitted its Tender dated _____for_____(Name of work) and

Whereas----------(here in after called" the Contractor(s)" has been communicated the acceptance of its tender dated_____for_____(Name of work)vide letter No. _____dated _____BSNL.

KNOWN ALL MEN by these presents that We_____of _____having our registered office at _____(here in after called "The bank")are bound up to _____(here in after called "the BSNL") in the sum of _____for which payment will and truly to be made of the said BSNL,the Bank binds itself, its successors and assigns by these presents.

i) We (name of the bank)_____do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the BSNL by reason of breach by the said contractor(s)'of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)'failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding_____.

ii) We under take to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

iii) We (name of the bank)_____further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____(office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS(as specified in the agreement) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

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

v) This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

vi) We (name of the bank)_____lastly undertake not to revoke this guarantee during its currency expect with the previous consent of the BSNL in writing .

Dated_____ day of _____ For_____
(Indicate the name of bank)

ANNEXURE-III

"NO RELATIVE WORKING IN BSNL" CERTIFICATE

(To be uploaded with Eligibility conditions)

I_____S/o_____

R/o_____

here by certify that none of my relative(s) as defined below is/are employed in BSNL unit as per details given in the tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have absolute right to take any action as deemed fit/without any prior intimation to me.

(i) Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as :

a. Members of a Hindu Undivided family

b. They are husband and wife

c. The one is related to the 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)

(i) The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as SSA / Circle / Chief Engineer / Chief Archt./ Corporate office for non-executive employees and all SSA in a circle including circle office / Chief Eng./ Chief Archt./ Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender / work, for proprietorship, partnership firms and limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

(Dated Signature of contractor)

(Seal of the firm)

ANNEXURE-IV

PROFORMA FOR AFFIDEVIT REGARDING EPF/ ESI PROVISIONS

(To be uploaded with Eligibility conditions)

I…….son of…….

Resident of …… hereby give an undertaking that:

(I) * EPF and Miscellaneous provisions Act, 1952 (amended upto date) is not applicable to my / our establishment.

* I / We have registered as per the EPF and Miscellaneous provisions Act, 1952 and our Registration no. is ……We undertake to keep it valid during the currency of contract.

* I / We shall produce EPF registration certificate within 15 days, from the date of issue of intimation from BSNL regarding intent to accept the tender. In case I / We fail to produce the said document within the prescribed time frame, BSNL shall have the right to forfeit the whole Earnest Money and cancel the tender and further I / We will not participate in the next tender for the same work.

(II) * ESIC Act, 1948 (amended upto date) is not applicable to my / our establishment.

* I / We have registered as per the ESIC Act, 1948 (amended upto date) and our Registration no. is ……. We undertake to keep it valid during the currency of contract.

* I / We shall produce ESIC registration certificate within 15 days, from the date of issue of intimation from BSNL regarding intent to accept the tender. In case I / We fail to produce the said document within the prescribed time frame, BSNL shall have the right to forfeit the whole Earnest Money and cancel the tender and further I / We will not participate in the next tender for the same work.

In case at my 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.

* (Strike out whichever is not applicable)

(Dated Signature of contractor)

(Seal of the firm)

ANNEXURE-V

PROFORMA FOR AFFIDEVIT REGARDING registration under Himachal Pradesh Value Added Tax Act 2005

(To be uploaded with Eligibility conditions)

I……..son of…….

Resident of …… hereby give an undertaking that:

I / We shall get registered under the Himachal Pradesh Value Added Tax Act 2005 in the prescribed format within 15 days, from the date of issue of intimation from BSNL regarding intent to accept the tender. In case I / We fail to produce the said document within the prescribed time frame, BSNL shall have the right to forfeit the whole Earnest Money and cancel the tender and further I / We will not participate in the next tender for the same work.

(Dated Signature of contractor)

(Seal of the firm)

CLAUSES OF CONTRACT

CLAUSE – 1

Performance Guarantee

1.1 i) The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of bank guarantee / CDR/FDR/DD (of a nationalized / Scheduled Bank in a standard format) within two weeks from the date of issue of award letter. The validity period of the performance security in the form of performance bank guarantee shall be one year from the date of actual completion of work. Compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his performance guarantee or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by BSNL on any account whatsoever and in the event of his performance guarantee being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or guarantee bonds or fixed deposit receipt tendered by the state bank of India or by scheduled banks executed in favour of BSNL.

ii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus one year beyond that. In case the time for completion of works gets enlarged ,the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.

iii) The Engineer –in –charge shall not make a claim under the performance guarantee except for amounts to which BSNL is entitled under the contract (not withstanding and or without prejudice to any other provisions in the contract agreement in the event of:

a) Failure by the contractor to extend the validity of the Performance guarantee as described herein above, in which event the engineer-in-charge may claim the full amount of the Performance Guarantee.
b) Failure by the contractor to pay BSNL any amount due, either as agreed by the contractor or determined under clauses/conditions of the agreement, within 30 days of the service of notice to this effect by engineer-in-charge.

iv)In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the Performance guarantee shall stand forfeited in full and shall be at the disposal of the BSNL.

1.2 In case a fixed deposit receipt of any bank is furnished by the contractor to the BSNL as part of the Performance guarantee and the Bank is unable to make payment against the 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.

CLAUSE 1A

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called contractor shall permit Government/BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the 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. This will be released after an observation period of 12 months after the date of Completion of work alongwith Performance Guarantee.

CLAUSE 2

Compensation for Delay

2.1 If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to BSNL on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as decided by the Superintending Engineer (whose decision in this regard shall be final and binding).

i)	First ten weeks	-	0.5% of contract value per week
ii)	Next ten weeks	-	0.7% of contract value per week

2.2 Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 12% of the tendered value of work. The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with BSNL.

2.3 For the purpose of grant of extension of time, air conditioning, Engine Alternator, Fire detection work is deemed to have been completed after successful completion of the initial acceptance testing by T&D Circle and as per BSNL standards. For Sub Station, the date of clearance from electrical inspector and for wet riser system date of clearance from concerned Fire authority is taken as deemed date of completion. For lift the date of completion shall be taken as the date of clearance from the lift inspector.

CLAUSE 3

When Contract can be Determined

3.0 Subject to other provisions contained in this clause the engineer-in-charge may without prejudice to his right against the contractor in respect of any delay, or inferior workmanship or otherwise to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases

(i) If the contractor having been given by the engineer-in charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.

(ii) If the contractor 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 creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(iii) If the contractor has, without reasonable cause suspended the execution of the work or has failed to proceed with the work with due diligence so that in the opinion of the engineer-in-charge(which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

(iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

(v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the

contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(vi) If the contractor commits any acts mentioned in clause 21 hereof.

When the contractor has made himself liable for action under any of the cases aforesaid, the engineer-in charge on behalf of the BSNL shall have powers.

a) To determine or rescind the contract as aforesaid(of which termination or rescission notice in writing to the contractor under the hand of the engineer-in-charge shall be conclusive evidence) upon such determination or rescission the full performance guarantee and security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of BSNL. If any portion of the performance guarantee and security deposit has not been paid or received it would be called for and forfeited.

b) To employ labour paid by BSNL and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials(of the amount of which cost and price certified by the engineer in charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract. The certificate of divisional officer as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by BSNL are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

c) After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case 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(of the amount of which excess the certificate in writing of the engineer-in-charge 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 BSNL under this contract or on any other account whatsoever or from his performance guarantee or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by BSNL are less than the amount payable to the contractor at his agreement rates, the differences shall not be paid to the contractor.

The contractor whose contract is determined or rescinded as above shall not be allowed to participate in the tendering process for the balance work.

In the event of any one or more of the above courses being adopted by the engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract and in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the engineering-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Provided further that if any of the recoveries to be made, while taking action as per (b) and/or (c) above, are in excess of the performance guarantee and security deposit forfeited, these shall

be limited to the amount by which the excess cost incurred by BSNL exceeds the performance guarantee and security deposit so forfeited.

CLAUSE 4

Contractor Liable to pay Compensation even if action not taken under

In any case in which any of the powers conferred upon the engineer-in-charge by clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the engineer-in-charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires, after giving a notice in writing to the contractor take possession of (or at the sole discretion of the engineer-in-charge which shall be final and binding on the contractor) use as on hire(the amount of the hire money being also in the final determination of the engineer-in-charge) all or any tools, plant materials and stores, in or upon the works, or the site thereof, belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in the case of these not being applicable at current market rate to be certified by the engineer-in-charge, whose certificate thereof shall be final and binding on the contractor, Engineer in charge by notice in writing may order the contractor or his clerk of the works, foreman or other authorized agent to remove such tools, plant, materials or stores from the premises(within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the engineer-in-charge may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

The time allowed for carrying out the work as entered in the tender as per Schedule'F' or the extended time shall be strictly observed by the contractor and shall be the essence of the contract on the part of the contractor and shall be reckoned from the tenth day after the date on which the order to commence the work is issued to the contractor .If the contractor commits default in commencing the execution of the work as aforesaid, BSNL shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and the performance guarantee absolutely.

5.1 To ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds, one month(save for special jobs) to complete 1/8th of the whole of work before 1/4 th of the whole time allowed under the contract has elapsed; 3/8th of the work before 1/2 of such time has elapsed, and 3/4th of the work, before 3/4th of such time has elapsed. For special jobs, if a time schedule has been submitted by the contractor and the same has been accepted by the engineer-in-charge, the contractor shall comply with the said time schedule

5.2 If the work(s) be delayed by:-

i) force majeure, or
ii) abnormally bad weather, or
iii) serious loss or damage by fire, or
iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-charge in executing work not forming part of the contract or

vi) Non-availability of stores, which are the responsibility of BSNL to supply.

vii) Any other cause which, in the absolute discretion of the authority mentioned in Schedule'F' is beyond contractor's control.

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

5.3 Request for extension of time, to be eligible for consideration, shall be made by the contractor in writing within 30 days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which extension is desired. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-charge and this shall be binding on the contractor.

CLAUSE 6

Measurements of Work Done

All measurement of all items having financial value shall be entered in Measurement Book so that a complete record is obtained of all works performed under the contract.

6.2 All Measurements shall be taken jointly by the Engineer-in-charge or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

6.3 If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-charge or his representative, the Engineer-in-charge and the BSNL shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three(3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-charge or his representative shall be deemed to be accepted by the contractor.

6.4 The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for recording measurements.

6.5 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 items no such standard is available then a mutually agreed method shall be followed.

6.6 The contractor shall give not less than seven days notice in writing to the engineer-in-charge or his authorized subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach

of measurement and shall not cover up and place beyond the reach of measurement any work without the consent in writing of the engineer-in-charge or his authorized subordinate in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the engineer-in-charge's consent being obtained 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.

6.7 Engineer-in-charge or his authorized representative may cause either themselves or through another officer of BSNL to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements.

6.8 It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or 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 7

Payment on Intermediate Certificate to be regarded as Advances

No payment shall be made for a work estimated to cost rupees Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. But in the case of a work estimated to cost more than Rs. Twenty thousand interim or running account bills shall be submitted by the contractor for the work executed on the basis of recorded measurements. The contractor shall not be entitled to be paid any interim payment if the gross work done since the last payment is less than Rs. Twenty thousand.

7.2 Interim payment on account of amount admissible shall be made by the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-charge. The amount admissible shall be paid by 20th working day after the day of presentation of the bill by the contractor to the Engineer-in-charge or his Sub Divisional Engineer.

7.3 Payment to the contractors for Air Conditioning, Engine Alternator, Sub Station, Lifts, fire detection, fire fighting and other specialized items, during progress of work, will be regulated as below :-

a) 80% of prorata of the approved price breakup of contract value on receipt of equipment at site and after satisfactory physical inspection.
b) 10% of prorata of the approved price breakup of contract value after successful installation of equipment.
c) 5% of the approved contract value after successful completion of Initial acceptance testing.
d) 5% of the approved contract value after successful completion of the final acceptance testing.
e) For the works where A/T is not applicable e.g. for substation, lift, fire fighting etc. 5% of the approved contract value shall be released after clearance by Electrical inspector/ lift inspector/ Fire officer respectively.

7.4 All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim nor shall it conclude, determine or affect in any way the powers of the engineer-in-charge under

these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

7.5 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of BSNL to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

CLAUSE 8

Completion Certificate

8.1 Within ten days of the completion of the work, the contractor shall give notice of such completion to the engineer-in-charge and within thirty days of the receipt of such notice the engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects(a) to be rectified by the contractor and/or(b) for which payment will be made at reduced rates, shall be issued but no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and dirt etc. from the site. if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish etc. the engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean of such dirt as aforesaid and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

8.2 The contractor shall submit completion plan as required vide CPWD general specifications for Electrical works(part 1 - Internal) 1994 and (part II - External) 1995 /BSNL specifications as applicable within thirty days of the completion of the work.

8.3 In case, the contractor fails to submit the completion plan as aforesaid he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15,000/- (Rs. Fifteen thousand only) as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.

CLAUSE 9

Payment of Final Bill

1 The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-charge, will, as far as possible be made within the period specified here in under, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge or his authorised Sub Divisional Engineer, complete with account of materials issued by BSNL and dismantled materials.

i)	If the Tendered value of work is up to Rs. 5 lakhs	:	3 months
ii)	If the Tendered value of work exceeds Rs. 5 lakhs	:	6 months

Payment of Contractor's Bill to Banks

9.2 Payments due to the contractor, may if so desired by him, be made to his bank instead of direct to him provided that the contractor furnishes to the engineer-in-charge (i) an authorization in the form of a legally valid documents such as a power of attorney conferring authority on the bank to receive payments and (ii) his own acceptance of the correctness of the amount made out as being due to him by BSNL or his signature on the bill or other claim preferred against BSNL before settlement by the engineer-in-charge of the account or claim by the payment to the bank. While the receipt given by such bank shall constitute a full and sufficient discharge for

the payment, the contractor shall whenever possible present his bills duly receipted and discharge through his bank. Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis BSNL.

CLAUSE 10

Materials to be provided by the Contractor

i) Materials which BSNL will supply are shown in the Schedule of work / Schedule B. It also stipulates the quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from Engineer-in-charge.

ii) As soon as the work is awarded, the contractor shall finalise the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer-in-charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-charge.

iii) The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra transportation, if any involved, beyond the original place of issue.

iv) The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary.

v) All stores/materials so supplied to the contractor or procured with the assistance of BSNL shall remain the absolute property of BSNL and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-charge or his authorised agent.

vi) In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licences or permit and/or for criminal breach of trust, be liable to BSNL for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by BSNL within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months but if a part of the materials only has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-charge whose decision in this regard shall be final and binding on the contractor.

CLAUSE 10A

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by BSNL.

i) The contractor, shall at his own expense and without delay, supply to the Engineer-in-charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid

down or referred to in the contract. The contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-charge that the materials so comply. The Engineer-in-charge shall within thirty days of supply of samples or within such further period as he may require intimate to the contractor in writing whether samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-charge shall be issued after the test results are received.

ii) The contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

iii) The Engineer-in-charge or his authorised representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

i) The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-charge shall be at liberty to employ at the expense of the contractor other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The engineer-in-charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the engineer-in-charge may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor.

CLAUSE 10B

The contractor(s) shall make his/their own arrangements for water/electricity required for internal/external electrification work and nothing extra will be paid for the same. In respect of specialized works like DG Set, Air conditioning, Fire Detection etc. water/ electricity supply shall be made available by BSNL free of cost for erection/testing.

CLAUSE 10 C

In respect of Contracts with stipulated time period of completion being less than18(Eighteen) months, if after submission of the tender the wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order and such increase exceeds ten per cent of the wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied. Provided always that any increase so payable is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to any delay in the execution of the contract within the control of the contractor.

Provided, however, no reimbursement shall be made if the increase is not more than10% of the said wages, and if so, the reimbursement shall be made only on the excess over 10% and provided further that any such increase shall not be payable if such increase has become operative after the contract or extended date of completion of the work in question.

If after submission of the tender, the wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order and such decrease exceeds ten per cent of the wages prevailing at the time of receipt of the tender for the work, the BSNL shall in respect of labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work minus ten per cent thereof and the wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the BSNL, and further shall, at the request of the Engineer-in-Charge may require any documents so kept and such other information as the Engineer-in-Charge may require.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply

CLAUSE 10 CC

10CC.1 If the prices of materials (not being materials supplied or services rendered at fixed prices by BSNL in accordance with clause 10 A 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 is validity extended under the provisions of clause 5 of the contract without any action under Clause 2 .However, for the work done during the justified period extended as above ,the compensation as detailed below will be limited to prices wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration , whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is 18 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 :

A) For Lift Work:

In respect of works relating to supply and installation of lifts/escalators price variation clause as per IEEMA shall be applicable.

B) For work other than lift:

i) The base date for working out such escalation shall be the last date of receipt of tenders including extension, if any.

ii) The cost of work on which escalation will be payable shall be reckoned as below :-

a) Gross value of work done upto this quarter : (A)
b) Gross value of work done upto the last quarter : (B)
c) Gross value of work done since previous quarter (A-B): (C)
d) Extra items paid as per Clause 12 & 12A based on Prevailing market rate during this quarter : (D)
e) Cost of work (W) for which escalation is applicable

W = 0.85 M [Where M = (C – D)]

iii) The components of materials and labour in working out such percentages are given below and shall be binding on the contractor.

For AC, DG, S/Stn.,F.D., F.F. & other specialized works	For internal/external Electrical Works

A) material ……. 85% percent A) material ……. 75% percent
B) labour ……. 15% percent B) labour ……. 25% percent

iv) The compensation for escalation for materials shall be worked out as per the formula given below:-

$$V_M = W \times \frac{X_M}{100} \times \frac{MI - MI_o}{MI_o}$$

V_M - Variation in material cost i.e. Increase or decrease in the amount in rupees to be paid or recovered.

W- Cost of work done worked out as indicated in sub para (ii) above

X_M - Component of materials expressed as percent of the total value of work

MI- All India whole sale index for all commodities for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce.

MI_o - All India whole sale price index for all commodities valid on the last stipulated date of receipt of tender including extension if any, as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce.

v) The following principles shall be followed while working out indices mentioned in sub-para (iv) above.

a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost or work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than three months, depending on the actual date of completion .

b) The index(MI) Relevant to any quarter for which such compensation is paid shall be the arithmetical average of the indexes relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment is less than three months, the index MI shall be the average of the indices for the month falling within that period .

vi) The compensation for escalation for labour shall be worked out as per the formula given below:-

$$V_L = W \times \frac{Y}{100} \times \frac{LI - LI_o}{LI_o}$$

V_L - Variation in labour cost i.e. Increase or decrease in the amount in rupees to be paid or recovered.

W - Value of work done, worked out as indicated in sub para (ii) above

Y - Component of labour expressed as percentage of the total value of work

LI_o - Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

LI - Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last day of the quarter previous to one under consideration.

vii) The following principles will be followed while working out the compensation as per sub para (vi) above.

a) The minimum wage of an unskilled male mazdoor mentioned in sub para (vi) above shall be the higher of the following two figures, namely those notified by government of india, ministry of labour and those notified by the local administration both relevant to the place of work and the period of reckoning .

b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in the cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.

c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rates for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductable from the cost of work under this contract and in this regard formula herein before stated under this clause 10(cc) shall mutatis mutandis apply, provided that.

a) No such adjustment for the decrease in the price of materials and/ or wages of labour afore-mentioned would be made in case of contracts in which the stipulated period of completion of the work is eighteen months or less.

b) The engineer-in-charge shall otherwise be entitled to lay down the procedures by which the provision of this sub-clause shall be implemented from time to time and the decision of the engineer-in-charge in this behalf shall be final and binding on the contractor.

ix) Provided always that the provision of the preceding clause 10 (C) shall not be applicable for contracts where provisions of this clause are applicable but in cases where provision of this clause are not applicable, the provisions of clause 10(C) will become applicable.

CLAUSE 10D

The contractor shall treat all materials obtained during dismantling of an installation, excavation of the site for a work etc. as BSNL's property and such materials shall be disposed of to the best advantage of BSNL according to the instructions in writing issued by the engineer-in-charge.

CLAUSE 11

Work to be Executed in Accordance with Specifications, Drawings, Orders, etc.

11.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the engineer-in-charge. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of installation.

11.2 **In the case of any class of work for which there is no such specification as referred to Clause 11.1 , such work shall be carried out in accordance with the Bureau of Indian Standards** specification, in case there is no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications. In case there are no such specifications as required above the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-charge.

CLAUSE 12

12.1 The engineer-in-charge shall have power

Deviations, Variations Extent and Pricing

i) To make any alterations in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work and

ii) To omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the work in accordance with any instructions given to him in writing signed by the engineer-in-charge, and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work except as hereafter provided.

12.1.1

The time for the completion of work shall, in the event of any deviations resulting in additional cost over the tendered value of sum being ordered, be extended, if requested by the contractor, as follows:

i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-charge.

12. 2 Rates for such altered, additional or substituted work shall be determined by the Engineer- in-charge as follows:-

i) If the rates for the additional, altered or substituted item of work is specified in the schedule of quantity, the contractor shall carry out the altered, additional or substituted item at the same rate.

ii) If the rate for any additional altered 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.

iii) If the rate for altered, additional or substituted item of work cannot be determined in the manner specified in sub paras (i) and (ii) above, then such item of works shall be carried out at the rate entered in the CPWD schedule of Rates as mentioned in the Schedule 'F' minus/plus the percentage by which the tendered amount of the work actually awarded is higher or lower than the corresponding estimated amount of the work actually awarded.

iv) If the rates for the altered additional or substituted item of work can not determined in the manner specified in the sub-clauses (i) to (iii)above, then the rates for such item of work shall be derived from the Schedule of Rates specified in sub para above (iii) minus/plus the percentage mentioned in that sub para. Provided always that if rates(s) for part(s) of the item(s) are not available in the schedule of rates specified above, rate for part(s) of such item(s) shall be determined on the basis of the market rate(s) prevailing during the fortnight following the date of the order plus ten percent for profit and overhead.

v) If the rates for the altered, additional or substituted item of work can not be determined in the manner specified in sub-paras (i) to (iv) above, the contractor shall within 15 days of the date of receipt of 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 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 or rates on the basis of prevailing market rates. In the event of 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 item shall be determined by the Engineer-in-charge on the basis of market rate(s).

vi) Provided further that in case where the original item is substituted, the substituted item shall be deemed to have replaced the original item in the contract itself to that extent and above provisions pertaining to the deviations shall apply with respect to such substituted item and not the original item.

12.3 Increase/ Decrease of tendered quantity

a) BSNL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of items without any change in the unit price or other terms and conditions at the time of award of contract. In exceptional and unavoidable cases BSNL can increase the quantity of goods and services beyond 25 % of the tendered quantity without any change in tendered and accepted unit price and also other terms and conditions as applicable at the time of award of contract.

CLAUSE 13

Foreclosure of Contract due to Abandonment or Reduction in Scope of Work

13.1 If at any time after acceptance of the tender BSNL shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

13.2 The contractor shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilised on the work to the full extent in view of the foreclosures.

i) Reasonable compensation for transfer of T&P and staff from site to contractor's permanent stores or to his other works, whichever is less. If T&P/staff are not transported to either of the said places, no cost of transportation shall be payable.

ii) BSNL shall have the option to take over contractor's materials or any part thereof either brought to site or to which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however BSNL shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by BSNL cost of such materials as detailed by Engineer-in-charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

13.3 The contractor shall, if required by the Engineer-in-charge, furnish to him books of account, wage books and other relevant documents and evidences as may be necessary to enable him to certify the reasonable amount payable under this condition.

13.4 The reasonable amount of item(s) on13.2 (i) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by BSNL as per item 13.2 (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any work and materials and any other sums which at the date of termination were recoverable by BSNL from the contractor under the terms of the contract.

CLAUSE 14

14.1 If contractor :

Suspension of work

i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-charge; or

ii) commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge; or

iii) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge; or

iv) Shall offer or give or agree to give to any person in 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 for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for BSNL or

v) Shall enter into 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 Accepting Authority/Engineer-in-charge; or

vi) Shall obtain a contract with BSNL as a result of wrong tendering or other non-bonafide methods of competitive tendering; or

vii) being an individual, or if a firm, any partner thereof shall at 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 effects or 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

viii) being a company, shall pass a resolution or the court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager; or

ix) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days or

x) Assigns, transfers, sublets (engagement of labour on a piece-work basis or of 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 Accepting Authority.

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to BSNL by a notice in writing to cancel the contract as a whole or only such items of work in default from the contract.

14.2 The Engineer-in-charge shall on such cancellation by the Accepting Authority have powers to:

(a) take possession of the site and any materials, equipment, implements, stores etc. thereon and/or

(b) carry out the incomplete work by any means at the risk and cost of the contractor.

14.3 On cancellation of the contract in full or in part, the Engineer-in-charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or in case the works or part of the works is not to be completed, the loss or damage suffered by BSNL. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

14.4 Any excess expenditure incurred or to be incurred by BSNL in completing the works or part of the works or the excess loss or damages suffered or may be suffered by BSNL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to BSNL in law be recovered from any moneys due to the contractor on any account, and if such money are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

14.5 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 contractors' unused materials, plant, implements 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.

14.6 Any sums in excess of the amount due to BSNL and unsold materials, tools and plant etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by BSNL of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

CLAUSE 15

Inspection and supervision of work

15.1 i) The contractor shall, on receipt of the order in writing of the Engineer-in-charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons.

a) on account of any default on the part of the contractor or

b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or

c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

ii) If the suspension is ordered for reasons (b) and (c) in sub para (i) above.

a) The contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25% of completion time specified in the contract.

b) If the total period of all such suspensions in respect of the work exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Engineer-in-charge within fifteen days of the expiry of the period of 30 days.

c) If the works or part thereof is suspended on the orders of the Engineer-in-charge for more than three months at a time, except when suspension is ordered for reason 15.1 i) (a) in sub para above, the contractor may after receipt of such order serve a written notice on the Engineer-in-charge requiring permission within fifteen days from receipt by the Engineer-in-charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by BSNL or where it affects whole of the works, as an abandonment of the works by BSNL, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-charge. In the event of the contractor treating the suspension as an abandonment of the contract by BSNL, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-charge within 30 days of the expiry of the period of three months.

15.2 Provided further that the contractor shall not be entitled to claim any compensation from BSNL for the loss suffered by him on account of delay by BSNL in the supply of materials in schedule of work where such delay is covered by difficulties relating to the availability of trucks, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of BSNL.

CLAUSE 16

Rectification of defects

16.1 All work under or in course of execution or executed in pursuance of the contract shall at all time be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the

Vigilance Cell of BSNL and of the Chief Technical Examiner's office (CVC) and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the engineer-in-charge or his authorised subordinate to visit the works, shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

16.2 If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer-in-charge/Vigilance Cell or his subordinate officers or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of his failing to do so within a period specified by the Engineer-in-charge in the demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

16.3 In such case the Engineer-in-charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority (Superintending Engineer) may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the equipment or he may reject the work outright without any payment and/or get it an other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17

Contractor liable for damages, defects during maintenance period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building road, road kerb, fence enclosure, water pipe, cable drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part of its is being executed or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise of its completion shall have been given by the engineer-in-charge as aforesaid arising out of defective or improper materials or workmanship the contractor shall upon a receipt of a notice in writing on that behalf make the same good at his own expense, or in default, the engineer-in-charge may cause the same to be made good by other workmen and deduct the expense from any sums that may be due, or at any time thereafter may become due to the contractor, or from performance guarantee and security deposit or the proceeds of sale there of or of a sufficient portion thereof. The performance guarantee and security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

CLAUSE 18

Contractor to supply Tools and Plants etc.

The contractor shall provide at his own cost all materials (except such special materials if any, as may in accordance with the contract be supplied from the engineer-in-charge's stores), Plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of engineer-incharge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor, shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting in the measurements or examination at any time and from time to time of the work of materials. Falling his so doing the same may be provided by the engineer-in-charge at the expenses of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and or from his performance guarantee or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18 A

In every case in which by virtue of the provisions of section 12, subsection (i) of the workmen's compensation act, 1923. BSNL is obliged to pay compensation to a workmen employed by the contractor, in execution of the works. BSNL will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the BSNL under section 12, sub-section (ii) of the said act, BSNL shall be at liberty to recover such amount or any part thereof by deduction from the performance guarantee or from any sum due by BSNL to the contractor whether under this contract or otherwise. BSNL shall not be bound to contest any claim made against it under section 12, sub-section (i) of the said act, except on the written request of the contractor and upon his giving to BSNL full secruity for all costs for which BSNL might become liable in consequence of contesting such claim.

CLAUSE 18 B

Ensuring Payment & Amenities to Workers, if Contractor Fails

In every case in which by virtue of the provisions of the ''The Building & Other Construction Workers(Regulation of Employment & Condition of Service) Act 1996", The The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, AND, Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, amended from time to time, BSNL is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Contractor's Labour Regulations, or under the Rules framed by the Government / BSNL from time to time for the protection of health and sanitary arrangements for workers employed by the Contractor, BSNL will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred ; and without prejudice to the rights of the BSNL under relevant provisions of above mentioned Acts, BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the BSNL to the contractor whether under this contract or otherwise BSNL shall not be bound to contest any claim made against it under the relevant provisions of above mentioned Acts, except on the written request of the contractor and upon his giving to the BSNL full security for all costs for which BSNL might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be Complied by the Contractor

The contractor shall comply with the provisions of the "The Building & Other Construction Workers(Regulation of Employment & Condition of Service) Act 1996" and the "The Building and Other Construction Workers Welfare Cess Act 1996" amended from time to time and rules framed there-under. The contractor shall comply with the provisions of the "The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998" and the "The Building and Other Construction Workers Welfare Cess Rules 1998", amended from time to time. The BSNL at the time of making any payment to the contractor for work done and measured under the contract shall deduct such sum at the rate, as prescribed in the The Building and Other Construction Workers Welfare Cess Rules as applicable to the State in which the work is situated, of gross value of the work done from each running bill and final bill. Such deduction will be transferred to the State Workers Welfare Board by the Engineer-in-Charge as per the rules. The Engineer-in-charge, as Principal Employer, shall continue to monitor the rigorous implementation of the act/rules during the currency of the contract.

The contractor shall register himself under The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996" & The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, and, the "The Building and Other Construction Workers Welfare Cess Act 1996" and the "The Building and Other Construction Workers Welfare Cess Rules 1998", and shall also obtain a valid Licence under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, as amended from time to time, before the commencement of the work and continue to have these validated until the completion of the work.

Any failure to fulfill the above requirements shall attract the penal provisions of this contract arising out of the resultant of non-execution of the work.

CLAUSE 19 A

No labour below the age of eighteen years shall be employed on the work.

CLAUSE 19 B

Payment of wages:

Payment of wages

i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the contractor's Labour Regulation or as per the provisions of The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996", The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, AND, contract labour (Regulation and Abolition) Act 1970, and the contract labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

ii) The contractor shall, not withstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the contractor's Labour Regulations made by the Government / BSNL from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of

periodical returns and all other matters of the like nature or as per the provisions of The Building & Other Construction Workers(Regulation of Employment & Condition of Service) Act 1996", The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, AND, contract labour(Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

iv) a)The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

b) Under the provisions of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12 (162) MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act 1938, workmen's compensation Act, 1923, industrial disputes Act, 1947, Maternity benefits act, 1961, and the contractor's labour (Regulation and Abolition) Act, 1970, The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996 or the modifications thereof or any other laws relating thereto and the rules made there-under from time to time.

vi) The contractor shall indemnify and keep indemnified BSNL against payments to be made under and for the observance of the Laws aforesaid and the contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the Workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

viii) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19 C

(1) In respect of of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall, at his own expense, arrange for the safety provisions as per Model Safety Code framed from time to time and shall, at his own expense, provide for all facilities in connection therewith. The contractor shall ensure that at the construction site of The Building or other construction work, adequate safety measures are taken to protect The Building workers against any accident etc. The adequate safety measures in conformity with the provisions of Part III of The Building and Other Construction Workers (Regulation of Employment and condition of service) Central Rules 1998 should be provided in addition to the safety measures laid down in Model Safety Code. In case of any discrepancy, the safety measures as per Part III of the Building and Other Construction Workers (Regulation of Employment and condition of service) Central Rules 1998 shall supercede other provisions.

(2) In case the contractor fails to make arrangements and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

(1) the number of labourers employed by him on the work,
(2) their working hours,
(3) the wages paid to them,
(4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of the damages and injury caused by them, and,
(5) the number of female workers who have been allowed maternity benefit according to Clause 19 F and the amount paid to them.

Failing which the contractor shall be liable to pay to BSNL a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the Contractor.

CLAUSE 19 E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the provisions of various statutes/enactments and rules there under framed by the Central/State Governments, and rules framed by BSNL from time to time for the protection of health and sanitary arrangements for the workers employed by the BSNL/ Deptt. of Telecommunications and its contractors. Notwithstanding the above provisions, the contractor shall be liable for levy of any penalty in case he fails to meet the requirements of The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996 and The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Central Rules 1998 and Contract Labour (Regulation and Abolition) Act, 1970 and Contract

Labour (Regulation and Abolition) Central Rules, 1971, Industrial Disputes Act, 1947 or any other Labour laws relating there of and rules made there under from time to time

CLAUSE 19 F

Leave and pay during leave shall be regulated as follows:-

1. Leave:
   (i) in the case of delivery-maternity leave not exceeding 8 weeks, 4 weeks, upto and including the day of delivery and 4 weeks following that day,
   (ii) in case of miscarriage-upto 3 weeks from the date of miscarriage.

2. Pay:
   (i) in case of delivery- leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during the period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
   (ii) in the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:
   No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave,

4. The contractor shall maintain a register of Maternity (Benefit) in the prescribed form as shown in Appendix-I and II, and the same shall be kept at the place of work.

CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulation and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulation and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the BSNL a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting , filing such materially incorrect statements and in the event of the contractor (s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the tendered value of the Work. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/ are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of The Building & Other Construction Workers(Regulation of Employment & Condition of Service) Act 1996", The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, AND, Contract labour (Regulation and Abolition) Act, 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for the work-people employed by the contractor(s)(hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules to be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If

the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the workpeople as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved Standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be re-modeled and/ or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19 H

The contractor(s) shall at his/their own cost provide his /their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

i)

a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and floor area to be provided will be at the rate of 2.7 Sq.ms. (30 Sq.Ft.) for each member of the workers family staying with the labourers.

b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m X 1.50m(6'X5') adjacent to the hut for each family.

c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

ii)

a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be atleast 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that through out the period of their occupation the roofs remain watertight.

b) The contractor(s) shall provide each hut with proper ventilation.

c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

d) There shall be kept an open space of at least 7.2m(8yds.) between the rows of huts which may be reduced to 6m(20ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

iii) Water Supply- The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purpose. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks, which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefor.

iv) The site selected for the camp shall be high ground, removed from jungle.

v) Disposal of Excreta- The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration, which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/Authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

vi) Drainage:- The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

vii) The Contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

viii) Sanitation:- The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconducts himself and the contractor shall forthwith comply with such requirements.

CLAUSE 19 J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorisely during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy upto 5% of the tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19 K

Employees Provident Fund Scheme to be Complied by the Contractor

Employees Provident Fund Scheme to be Complied by the Contractor :

The contractor shall comply with the provision of the Employees Provident Fund Scheme 1952 as under the Employees Provident Funds and Miscellaneous Provisions Act 1952, amended from time to time. The contractor shall get himself registered and get the allocation of Registration Code No. from the competent authority as per provisions of the above scheme. The contractor shall indemnify and keep indemnified BSNL against payment to be made under and for the observance of the above scheme. The Executive Engineer (Engineer-in-Charge) as Principal Employer shall continue to monitor the rigorous implementation of the act/ rules during the currency of the contract.

CLAUSE 20

Minimum wages Act to be Compiled with

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996 and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 21

Work not to be sublet, Action in case of Insolvency

The contract as a whole or part thereof shall not be assigned or sublet or transferred either directly or indirectly whether by creating agent on the basis of General Power of Attorney or in any other manner or given on general power of attorney without the written approval of the Engineer-in-Charge. If the contractor assign or sublet (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or give on general power of attorney or transferred either directly or indirectly whether by creating agent on the basis of General Power of Attorney or in any other manner, his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, , consideration of any kind as an inducement or be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of BSNL in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contractor, or if the contractor shall obtain a contract with the BSNL as a result of wrong tendering or by non bonafide methods, of competitive tendering; or if the contractor enters into 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 Accepting Authority/ Engineer--in-Charge; or if the contractor being a company, shall pass a resolution or the court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the court or shareholders debenture holders to appoint a receiver or managers, Engineer-in-Charge on behalf of the Bharat Sanchar Nigam Limited shall have powers to adopt the courses specified in Clause 3 hereof in the interest of BSNL and in the event of any courses being adopted the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to use of BSNL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 23

Changes in Firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family (HUF) business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where-under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25

Settlement of Disputes & Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, 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 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 were 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 infructuous or have been terminated, the party, which initiated the Conciliation shall, within a period of 30 days of termination thereof shall give a notice, in the form prescribed by the BSNL, to the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, to the Administrative Head of the Bharat Sanchar Nigam Limited for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

(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 arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief Engineer, Bharat Sanchar Nigam Limited or the administrative head of the Bharat Sanchar Nigam Limited as aforesaid should act as arbitrator and if for any reasons that is not possible, the matter shall not be referred to arbitration at all.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him. The arbitrator shall give reasons for the award for each dispute referred to him.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter-statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any, by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 26

Contractor to indemnify BSNL against patent Rights

The Contractor shall fully indemnify and keep indemnified the Bharat Sanchar Nigam Limited against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against BSNL in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify Bharat Sanchar Nigam Limited if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

When the estimate on which a tender is made includes lumpsum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in–charge payable of measurement, the Engineer-in-charge may at his discretion pay the lumpsum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause .

CLAUSE 28

Action where no specifications are specified

In case of any class of work for which there are no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards specifications. In case there is no such specification in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications. In case no such manufacturer's specification is available then as per district specifications. In case

there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29

Withholding and lien in respect of sum due from the contractor

i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purposes aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or BSNL shall be entitled to withhold and have a lien to retain such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of BSNL or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or BSNL will be kept withheld or retained as such, by the Engineer-in-Charge, till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or BSNL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

ii) BSNL shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the contractor, without any interest thereon whatsoever.

Provided that BSNL shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

CLAUSE 29 A

Lien in respect of claims in other contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons or through Engineer-in-Charge against any claim of the Engineer-in-Charge of Government or such other person or persons in respect of payment of a sum of money arising out or under any other contract made by the contractor with the Engineer-in-Charge or of the Government or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

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CLAUSE 30

30.1 The contractor shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under the contract.

30.2 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, qualification, 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 as under:-

i)	Work with estimated cost put to tender more than Rs. 2 lakh but less than Rs. 5 lakh.	Recognized Diploma holder
ii)	Work with estimated cost put to tender more than Rs. 5 lakh	Graduate or recognized Diploma holder with three years experience.

30.3 The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a 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 tender accepting authority 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 Engineer-in-Charge and shall be available at site within fifteen days of start of work.

30.4 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 at least two working days every week, these days shall be determined in consultation with the Engineer-in-Charge as well as during important stages of execution of work, during recording of measurements of work 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 the purpose of this clause are fulfilled satisfactory.

30.5 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 provision of this clause, a recovery shall be effected from the contractor as specified below :-

i) Rs. 4000/- per month for works costing above 5 lakhs
ii) Rs.2000/- per month for works costing between 2 lakhs and 5 lakhs

30.6 The decision of the Engineer-in-charge as recorded in the site book and measurement recorded in measurement books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative/responsible agent alongwith every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

30.7 The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

30.8 The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work.

30.9 The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 31

Compensation During warlike situations

31.1 The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until, the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials property brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operations, activities covered by "excepted risk", the contractor shall, when ordered in writing by the Engineer-in-Charge, remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable materials and for the reconstruction of all works ordered by the Engineer-in-Charge such payments being in addition to compensation upto the value of the work, originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for the compensation shall be assessed by the Engineer-in-Charge upto Rs.5000/- and by the Superintending Engineer concerned for a higher amount. The contractor shall be paid for the damage/destruction suffered and for restoring the material at the rates based on the analysis of rates tendered for in accordance with the provisions of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose of which they were collected shall be final and binding on all parties to this contract.

31.2 Provided always that no compensation shall be payable for any loss in activities covered by “excepted risk" (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge, (b) for any materials etc not on the site of the work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the work.

31.3 In the event of the contractor having to carry out reconstruction as aforesaid he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

CLAUSE 32

All electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 1910 and Indian Electricity Rule 1956 amended upto date. List of Rules of particular importance to building installations is given in Appendix B & C of latest CPWD General Specifications for Electrical Works (external and internal).

CLAUSE 33

Release of Security Deposit after labour clearance

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after the completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

CLAUSE 34

Insurance

Without limiting the Contractor’s obligations and responsibilities stated elsewhere in the Contract, the contractor shall at his own cost arrange, secure and maintain insurance in the joint names of the BSNL and the contractor with any of the subsidiary of the General Insurance Corporation of India in such a manner that the BSNL and the contractor are covered for all time during the period of contract i.e. the time period allowed for completion of work, extended period and the defect liability period. The insurance shall be effected in accordance with terms

approved by the BSNL and the contractor shall submit the insurance policies to the Engineer-In-Charge within one week of signing of the agreement along with the receipt of premium. The contractor shall timely pay and submit the receipts of payment of premiums for extensions of policies, if any. The insurance shall cover the following: -

a) Contractor's All Risks Insurance

The contractor shall insure the work for a sum equivalent to the Contract value or such additional sums as specified and the interests of the BSNL against ALL RISKS claims, proceedings, loss or damages, costs, charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the work for which the contractor is responsible under the contract

b) Workman Compensation & Employers Liability Insurance.

This insurance shall be effected for all the contractor's employees engaged in the performance of the contract. The BSNL shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the BSNL against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect or in relation thereof.

c) Third Party Insurance.

The contractor shall be responsible for making good to the satisfaction of the Engineer-in-Charge any loss or any damage to all structures and properties belonging to the BSNL or being executed or procured or being procured by the BSNL or of the other agencies within the premises of all work of the BSNL if such loss or damage is due to fault and or the negligence or willful acts or omissions of the contractor, his employees, agents, representatives.

The contractor shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the BSNL or any third party including overhead and underground cables and in the event of any damage resulting to the property of the BSNL or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the BSNL or ascertained or demanded by the third party, shall be borne by the contractor.

Before commencing the execution of the work, the contractor, shall insure and indemnify and keep the BSNL harmless of all claims, against the contractor's liability for any materials or physical damage, loss or injury which may occur to any property, including that of the BSNL or to any person including any employee of BSNL, or arising out of the execution of the work or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be effected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the contractor, would be entitled to receive indemnify under the policy being brought or made against the BSNL, the insurer willfully indemnify BSNL against such claims and any costs, charges and expenses in respect thereof.

d) The contractor shall also at times indemnify the BSNL against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's Compensation Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof and rules made there under from time to time.

e) Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required to take out under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Engineer-in-Charge.

34.1 The Contractor shall prove to the Engineer-in-Charge from time to time he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the defects liability period.

34.2 The aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed for cancellation.

34.3 Remedy on the contractor's failure to insure

If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case Engineer-in-Charge may without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Engineer-in-Charge from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

BSNL SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handhold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1(1/4 horizontal and 1 vertical) .

2. Scaffolding of staging more than 3.6 m (12 ft.) above ground or floor ,swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted ,braced and otherwise secured at least 90 cm (3 ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials .such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms ,gangways and stairways should be so constructed that they should not sag unduly or unequallly and if the height of the paltform or the gangway or the stairway is more than 3.6m (12ft) above ground level or floor level ,they should be closely boarded ,should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platforms shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm (111/2") for ladder upto and including 3m (10 ft) in length. For longer ladders, this width should be increased atleast ¼" for each additional 30 cm (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept . Adequate precautions shall be taken to prevent danger from electrical equipment . No materials or any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from the accident and shall be bound to bear the expenses of defence of every suit ,action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may ,with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching-All trenches 1.2m (4 ft) or more in depth ,shall at all times be supplied with at least one ladder for each 30m (100 ft) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3 ft) above the surface of the ground .The side of the trenches which are 1.5 m(5 ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5 ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

7. Before any rewiring work is commenced and also during the progress of the work, no electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

8. Those engaged in welding works shall be provided with welder's protective eye- shields.

9. The contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken.

a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.

c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

d) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-

i) a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

b)Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get if verified by the Electrical Engineer concerned.

11. Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

14. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

15. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

16. At every work place, First Aid Box shall be provided and maintained so as to be easily accessible during the working hours.

NOTE:

In case of difference or ambiguity in Hindi and English Version, the English version will prevail

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY BHARAT SANCHAR NIGAM LIMITED OR ITS CONTRACTORS

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of the Bharat Sanchar Nigam Limited in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work, on any day during the period, during which the contract work is in progress.

3. FIRST-AID FACILITIES

i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first aid boxes at the rate of not less than one box for 150-contract labour or part thereof ordinarily employed.

ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment: -

a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipment: -

1. 6 small sterilised dressings.
2. 3 medium size sterilised dressings.
3. 3 large size sterilised dressings.
4. 3 large sterilised burn dressings.
5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine
6. 1 (30ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institute, Government of India.
11. 1 Bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution

b) For workplaces in which the number of contract labour exceeds 50- Each first–aid- box shall contain the following equipment.

1. 12 small sterilised dressing.
2. 6 medium size sterilised dressings.
3. 6 large size sterilised dressings.
4. 6 large size sterilised burn dressings.
5. 6 (15-gms.) packets sterilised cotton wool.
6. 1 (60 ml.) bottle containing two percent alcoholic solution iodine.
7. 1 (60-ml.) bottle containing salvolite latile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair of scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institute/ Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

iv) Nothing except the prescribed contents shall be kept in the First-aid box.

v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours at the work place.

vi) A person in charge of the first-aid box shall be a person trained in First-Aid treatment, at the work places where the number of contract labour employed is 150 or more.

vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works, First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

viii) Where work places are situated in places, which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

i) In every work place, there shall be provided and maintained, at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it or for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.

iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

i) Latrines shall be provided in every work place on the following scale namely:-

a) Where female are employed there shall be at least one latrine for every 25 females.
b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than bore-hole system.

iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers “For Men only” or “For Women only” as the case may be.

b) The notice shall also bear the figure of a man or a woman, as the case may be.

v) There shall be at least one urinal for upto 50 number of male workers and one for upto 50 number of female workers employed at a time, provided that where the number of male or female workers, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females, upto the first 500 and one for every 100 or part thereafter.

vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed off by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (When it will turn to manure).

ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges, which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq. m. (6 sft.) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a playroom for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19 H (ii) a, b & c.

ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

iii) The contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bedroom.

iv) The contractor shall provide one ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.

v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

ii) The contractor shall maintain the canteen in an efficient manner.

iii) The canteen shall consist of atleast a dining hall, kitchen, storeroom, pantry and washing places, separately for workers and utensils.

iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed atleast once in each year. Provided that the inside walls of the kitchen shall be lime-washed every 4 months.

vi) The premises of the canteen shall be maintained in a clean and sanitary condition.

vii) Wastewater shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

viii) Suitable arrangements shall be made for the collection and disposal of garbage.

ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.

x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture, except tables and chairs, shall not be less than one square metre (10 sft.) per diner to be accommodated as prescribed in sub-Rule 9.

xi)

a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

b) Washing places for women shall be separate and screened to secure privacy.

xii) Sufficient tables' stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

xiii) a)

1. There shall be provided and maintained, sufficient utensils, crockery, furniture and any other equipment's, necessary for the efficient running of the canteen.
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

b)

1. Suitable clean cloths for the employees serving in the canteen shall be provided and maintained.
2. A service counter, if provided, shall have top of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment's.

xiv) The foodstuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

xv) The charges for foodstuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.

xvi) In arriving at the price of food stuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure namely: -
   a) The rent of land and building.
   b) The depreciation and maintenance charge for the building and equipment's provided for the canteen.
   c) The cost of purchase, repairs and replacement of equipment's including furniture, crockery, cutlery and utensils.
   d) The water charges and other charges incurred for lighting and ventilation.
   e) The interest and amounts spent on the provision and maintenance of equipment's provided for the canteen.

xvii) Registered accountants and auditors shall audit the accounts pertaining to the canteen once every 12 months.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling-up of any borrow pits which may have been dug by him.

11. The contractor shall ensure that at the construction site of The Building or other construction work, adequate safety measures are taken to protect The Building workers against any accident etc. The adequate safety measures in conformity with the provisions of Part III of The Building and Other Construction Workers (Regulation of Employment and condition of service) Central Rules 1998 should be provided in addition to the safety measures laid down hereunder: In case of any discrepancy, the safety measures as per Part III of The Building and Other Construction Workers (Regulation of Employment and condition of service) Central Rules 1998 shall supercede.

12. Notwithstanding the provisions made above, the contractor shall be liable for levy of any penalty in case he fails to meet the requirements of The Building and Other Construction Workers (Regulation of Employment and condition of service) Act, 1996 and The Building and Other Construction Workers (Regulation of Employment and condition of service) Central Rules 1998.

13. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

14. AMENDMENTS

Government/ BSNL may, from time to time, add to or amend these rules and issue directions it may consider necessary for the purpose of removing any difficulty, which may arise in the administration thereof.

CONTRACTOR'S LABOUR REGULATIONS

1. SHORT TITLE

These regulations may be called the Contractors Labour Regulations.

2. DEFINITIONS

i) Workman means, any person employed by BSNL or its contractor directly or indirectly, through a subcontractor, with or without the knowledge of the BSNL, to do any skilled, semiskilled or unskilled, manual, supervisory, technical or clerical work, for hire or reward, whether the terms of employment are expressed or implied, but does not include any person: -

a) Who is employed mainly in a managerial or administrative capacity; or,

b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature; or,

c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in same other premises, not being premises under the control and management of the principal employer.

ii) Fair Wages means wages whether for time or piecework fixed and notified under the provision of the Minimum Wages Act from time to time.

iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

3.

i) Normally working hours of an adult employee should not exceed 9 hours a day and in case of child 4 ½ hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages. Children shall not be made to work extra hours.

iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.

b) Where the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

5. PAYMENT OF WAGES.

i) The contractor shall fix wage periods in respect of which wages shall be payable.

ii) No wage period shall exceed one month.

iii) The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.

vii) All wages shall be paid in current coin or currency or in both.

viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.

x) It shall be the duty of the contractor to ensure the disbursement of wages in presence of the Junior Engineer or any other authorised representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.

xi) The contractor shall obtain from the Junior Engineer or any other authorised representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form: -

"Certified that the amount shown in the column No……has been paid to the workman concerned in my presence on……..at……"

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

(i) The wages of a worker shall be paid to him without any deduction of any kind except the following: -

(a) Fines

(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

(c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

(e) Any other deduction, which the Central Government may from time to time, allows.

(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note:- An approved list of Acts and Omission for which fines can be imposed is enclosed at Appendix-X.

(iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

(iv) The total amount of fine, which may be imposed, in any one-wage period, on a worker, shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

(v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.

(vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

(i) The contractor shall maintain a Register of Persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)

(ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V)

(iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI)

(iv) Register of accident – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

a) Full Particulars of the labourers who met with accident.

b) Rate of wages.

c) sex

d) Age

e) Nature of accident and cause of accident

f) Time and date of accident

g) Date and time when admitted in hospital

h) Date of discharge from the hospital

i) Period of treatment and result of treatment

j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.

k) Claim required to be paid under Workmen's Compensation Act.

l) Date of payment of compensation

m) Amount paid with details of the person to whom the same was paid

n) Authority by whom the compensation was assessed

o) Remarks.

v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix XI) The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed (Appendix X)

v) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix XII).

vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).

ix) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV).

8. ATTENDANCE CARD-CUM WAGE SLIP

i) The contractor shall issue an Attendance card cum wage slip to each workman employed by him in the specimen form at (Appendix-VII).

ii) The card shall be valid for each wage period.

iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

iv) The card shall remain in possession of the worker during the wage period under reference.

v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

9. **EMPLOYMENT CARD**

The contractor shall issue an Employment Card in the Form XIV of CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

10. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX).

11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 &7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorised by the Ministry of Communication in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The labour officer or any person authorised by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. **REPORT OF LABOUR OFFICER**

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

i) The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Superintending Engineer as the case may be.

14. **APPEAL AGAINST THE DECISION OF LABOUR OFFICER**

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. **PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

i) A workman shall be entitled to be represented in any investigation or inquiry under these regulations by: -

a) An officer of a registered trade union of which he is a member.

b) An officer of a federation of trade unions to which the trade union referred to in Clause (a) is affiliated.

c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.

ii) An employer shall be entitled to be represented in any investigation or inquiry under these regulations by:-

a) An officer of an association of employers of which he is a member.

b) An officer of a federation of associations of employers to which association referred to in Clause (a) is affiliated.

c) Where the employer is not a member of any association of employers, by an officer of association of employer connected with the industry, in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

iii) No party shall be entitled to be represented by a legal practitioner in any investigation inquiry under these regulations.

16. **INSPECTION OF BOOKS AND SLIPS**

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government on his behalf.

17. **SUBMISSION OF RETURNS**

The contractor shall submit periodical returns as may be specified from time to time.

18. **AMENDMENTS**

The Central Government/ BSNL may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.

Appendix'I'

REGISTER OF MATERNITY BENEFITS (Clause 19F)

Name and address of the contractor_____

Name and Location of the work_____

Name of the Employee	Father's/ husband's name	Nature of Employment	Period of actual confinement	Date on which notice of given
1	2	3	4	5

Date on which maternity leave commenced and ended				
Date of Delivery/ Miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee				Remarks
In case of delivery		In case of miscarriage		
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

Appendix'II'

SPECIMEN FORM OF THE REGISTER,REGARDING
MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR IN DEPARTMENT OF TELECOM/ BSNL.

Name and address of the contractor_____

Name and location of the work_____

1. Name of the woman and her husband's name.
2. Designation
3. Date of appointment.
4. Date with months and years in which she is employed.
5. Date of discharge / dismissal, if any.
6. Date of production of certificates in respect of pregnancy.
7. Date on which the woman informs about the expected delivery.
8. Date of delivery / miscarriage / death.
9. Date of production of certificates in respect of delivery / miscarriage.
10. Date with the amount of maternity/ death benefit paid in advance of expected delivery.
11. Date with amount of subsequent payment of maternity benefit.
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
13. If the woman dies, the date of death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment.
14. Signature of the contractor for authenticating entries in the register.
15. Remarks column for the use of inspecting officer.

Appendix'III'

LABOUR BOARD

Name of work:_____

Name of Contractor:_____

Address of Contractor:_____

Name and address of BSNL Division:_____

Name of BSNL Labour Officer :_____

Address of BSNL Labour Officer:_____

Name of Labour Enforcement Officer:_____

Address of Labour Enforcement Officer:_____

Sl.No	Category	Minimum wage Fixed	Actual wage paid	Number Present	Remarks

Weekly holiday_____

Wage period _____

Date of payment of Wages_____

Working hours_____

Rest interval_____

Appendix'IV'

Form-XIII (See Rule 75)
Register of Workmen Employed by contractor

Name and address of contractor_____

Name and address of establishment under which contract is carried on_____

Nature and location of Work_____

Name and address of Principal Employer_____

Sl. No.	Name and surname of Workman	Age and Sex	Father's/ Husband's	Nature of employment / designation	Permanent home address of the workman	Local Address	Date of commencement of employment	Signature or thumb impression of	Date Termination of employment.	Reasons For termination.	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Appendix'V'

Form-XVI (See Rule 78(2)(a)
Muster Roll

Name and address of the contractor_____

Name and address of establishment under which contract is carried on_____

Nature and location of work_____

Name and address of Principal Employer_____

For the month of fortnight_____

Sl. No.	Name of workman	Sex	Father's/ Husband's name	Dates					Remarks
1	2	3	4	5					6
				1	2	3	4	5	

Appendix'VI'

Form –XVII (See Rule 78(2)(a))
Register of Wages

Name and address of the contractor_____

Name and address of establishment under which
contract is carried on_____

Nature and location of work_____

Name and address of Principal Employer_____

Wages period_____ Monthly/fortnightly

Sl.No.	Name of workman	Serial No.in the register of workman	Designation Nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate	Basic Wages
1	2	3	4	5	6	7	8

Dearness allowances	Overtime	Other cash payments(Indicate nature)	Total	Deductions if any, (indicate nature)	Net amount paid	Signature or thumb impression of the workman	Initial of contractor or his representative
9	10	11	12	13	14	15	16

Appendix'VII'
(Observe)

Wage Card No._____

Wage Card

Name and address of the contractor_____ Date of issue_____

Name and location of work_____ Designation_____

Name of Workman_____ Month/fortnight

Rate of Wages_____

	DATE																												
	1.	2.	3.	4.	5.	6.	7.	8.	9.	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Morning																															
Evening																															
Initial																															

Rate_____ Amount_____

Received from_____ the sum of Rs. _____on account of my wages.

Signature

Appendix'VII'
(Reverse)

Form-XIX
(See rule 78(2)(b))

Wages Slip

Name and address of the contractor_____

Name and Father's/Husband's name of workman_____

Nature and location of work_____

For the Week/Fortnight/Month ending_____

1. No. of days worked _____
2. No. of units worked in case of piece rate workers_____
3. Rate of daily wages/piece rate_____
4. Amount of overtime wages_____
5. Gross wages payable_____
6. Deduction, if any_____
7. Net amount of wages paid_____

Initials of the Contractors or his representative

Appendix'VIII'

Form-XIV
(See rule 76)

Employment Card

Name and address of the contractor_____

Name and address of establishment under which contract is carried on_____

Nature of work and location of work_____

Name and address of Principal Employer_____

1. Name of Workman_____
2. Sl No. in the register of workman employed_____
3. Nature of employment/designation_____
4. Wage rate (with particulars of unit in case of piece work)_____
5. Wages period_____
6. Tenure of employment_____
7. Remarks_____

Signature of contractor

Appendix'IX'

Form-XV (See Rule 77)
Service Certificate

Name and address of the contractor_____

Nature and location of work_____

Name and Address of workman_____

Age or date of birth_____

Identification marks_____

Father's/Husband's name_____

Name and address of establishment in/under which contract is carried on_____

Name and address of Principal Employer_____

Sl.No.	Total period for which employed		Nature of work done	Rate of Wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

Appendix'X'

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7 (v) of the DOT Contractors Labour Regulations to be displayed prominently at the site of work both in English and local Language.

1. Wilful insubordination or disobedience, whether along or in combination with other.
2. Theft fraud or dishonestly in connection with the contractors beside a business or property of DOT.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness fighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the DOT or of the contractor.
10. Sleeping on duty.
11. Malingering or showing down work.
12. Giving of false information regarding name and father's name etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectification.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishment.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Appendix'XI'

Form-XII (See Rule 78(2)(d))
Register of Fines

Name and address of the contractors_____

Name and address of establishment under which contract is carried on_____

Nature and location of work_____

Name and address of Principal Employer_____

Sl.No.	Name of workman	Father's/Husband's name	Designation/nature of employment	Act/Omission For which fine imposed	Date of Offence
1	2	3	4	5	6

Whether workman Showed cause against fine	Name of person in whose presence employees explanation was heard	Wage period and wages payable	Amount of fine imposed	Date on which fine realized	Remarks.
7	8	9	10	11	12

Appendix'XII'

Form-XX(See Rule 78(2)(d))
Register of Deduction for Damage or Loss

Name and address of the contractors_____

Name and address of establishment under which contract is carried on_____

Nature and location of work_____

Name and address of Principal Employer_____

Sl.No.	Name of workman	Father's/Husband's name	Designation/nature of employment	Particulars of damage or loss	Date of damage or loss
1	2	3	4	5	6

Whether workman showed cause against fine	Name of person in whose presence employees explanation was heard	Amount of deduction imposed	No. of installments	Date of recovery		Remarks
				First installment	Last installment	
7	8	9	10	11	12	13

Appendix'XIII'

Form-XXII (See Rule 78(2)(d)
Register of Advances

Name and address of the contractors_____

Name and address of establishment under which contract is carried on_____

Nature and location of work_____

Name and address of Principal Employer_____

Sl. No.	Name of workman	Father's/Husband's name	Designation nature of employment	Wage period and wages payable	Date and Amount of Advance given	Purpose(s) for which Advance made	Number of Installments by which advance to be repaid	Date and amount of each installments repaid	Date on which last Installments was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Appendix'XIV'

Form-XXIII (See Rule 78(2)(e))
Register of Overtime

Name and address of the contractors_____

Name and address of establishment under which contract is carried on_____

Nature and location of work_____

Name and address of Principal Employer _____

Sl.No.	Name of workman	Father's/husband's name	Sex	Designation /nature of	Date on which Overtime	Total overtime worked or	Normal rate of wages	Overtime rate of wages	Overtime earnings	Rate on which overtime wages	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

--- END OF TENDER DOCUMENT ----

CONTRACTOR EXECUTIVE ENGINEER (E)