

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
Office of the Executive Engineer (E), B.S.N.L. Electrical Division,
First Floor, Block no. 35, SDA Complex, Kasumpti, Shimla-171009.
Telephone No. 0177-2623109, 2627422

To,
The bidder.

Subject:-Rate contract for the work of SITC of 8 Nos. 7 TR High Precision Package type Air-Conditioning Units for various sites under BSNL Electrical Zone HP Shimla [PART-A- Supply Portion, PART-B- ITC & Part-C- AMC Portion].

NIT No.: 02 /2020-21/SHIMLA/SHIMLA DIVISION

Please find enclosed the tender document in respect of above mentioned tender which contains the following.

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If interested, kindly submit your offers to BSNL Electrical Division Shimla by means of online bids only for Electronic Tendering at the portal detailed in 'Special Instructions to Bidders for E-Tendering' before last date submission as per details in table under Section I, Point no. 1.0.

Key Details:

Last date and time of closing of online submission of tenders.	04.07.2020 up to 18.00 hrs
Date and time of online opening of technical bid.	09.07.2020 After 15.30 hrs
Date and time for online opening of financial bids	10.07.2020 After 15.00 hrs
Estimated Cost	₹ 70,57,312/=
EMD	₹ 1,41,146/=

Executive Engineer (E)
Mo. No. 9418700315
E-Mail: xenbsnlsml@gmail.com

SECTION-1 DETAILED NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

No. 65/EE/E/BSNL/ED/SML/2020-21/15

Date: 18.06.2020

NIT No.: 02 /2020-21/SHIMLA/SHIMLA DIVISION

1.0 The Executive Engineer (E), BSNL Electrical Division, First Floor, Block no. 35, SDA Complex, Kasumpti, Shimla-171009 Shimla invites item rate, single stage bidding two stage opening, e-TENDER on behalf of CMD, BHARAT SANCHAR NIGAM LIMITED for the following work from Firms / Contractors satisfying the under mentioned eligibility conditions:

Name of Work	Estimated Cost Rs.	EMD Rs.	Tender Cost Rs.	Period Of Completion	Last date and time of on line submission/ uploading of E-tender i.e. e-Envelope-I & II	Last date and time of submission of EMD, Tender Cost & POA in original in sealed cover in Division office	Time and date of opening of sealed envelope of EMD, Tender cost & e-Tender i.e.-e-Envelope-I	Time and date of opening of Price Bid i.e. e-Envelope -II
	Drawn in favour of & payable at							
Rate contract for the work of SITC of 8 Nos. 7 TR High Precision Package type Air-Conditioning Units for various sites under BSNL Electrical Zone HP Shimla. [PART-A-Supply Portion, PART-B- ITC & Part-C-AMC Portion]	Rs. 70,57,312	Only excluding GST.		PART-A & PART-B:03 Months from the date of issue of award of work ,PART-C: 72 Months (after 12 months from the date of completion of work)	04.07.2020 Up to 18.00 hrs	09.07.2020 up to 15.00 hrs	09.07.2020 After 15.30 hrs	10.07.2020 After 15.00 hrs
	Rs. 1,41,146	only	As per Note 2.1					
	Rs.1180/-(i/c GST) (Non refundable)							

Note 1: the quantities stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

Note 2: 25% of the Estimated Quantity/requirement in this tender Enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs). However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

2.0 Purchase of Tender Document: Tender document can be obtained by downloading it from the website <http://www.eprocure.gov.in> following "Link for E-tenders by BSNL". Tender doc can also be viewed on <http://www.hp.bsnl.co.in/>

2.1 Cost of Bid Document/Tender cost – Tender cost amounting Rs.1180/- (Including GST) can be deposited in the account details as below or can be submitted in the form of DD drawn in favour of AO (EF) O/O the CGMT BSNL HP Telecom Circle Shimla payable at Shimla.

Account no. – 510101005313741

Name of the Bank- Corporation Bank

Name of Account holder - AO (EF) O/O the CGMT BSNL HP Telecom Circle Shimla

Branch Name- Shimla

IFSC- CORP0000575 (Fifth character is zero)

Proof of tender cost submission in the account shall be submitted while uploading tender cost document during tendering.

3.0 Availability of Tender Document: As per table in Section I, point no. 1.

3.1 As this is the e-tender, physical copy of the tender document would not be available for sale.

Note 3: The Tender document shall not be available for download on its submission/closing date.

4. Eligibility Criteria: - The bidder should have the following eligibility conditions:

(a)

Financial norms:

Turnover: (I) Average annual turnover during the last 3 years, ending 31st March of previous financial year, should be at least 30% of the estimated cost put to tender.

AND

Physical norms:

Firms satisfying the following conditions:

(II) BSNL CO (Electrical) approved Package AC Manufacturer. (Refer Notes below)

OR

(III) The dealer authorized by BSNL CO (Electrical) approved Package AC Manufacturers. The letter of Authorization in Original from the manufacturer will have to be produced by the dealers.

OR

(IV) Experience of having successfully completed similar works in Central Government/State Government /Central Autonomous Body/Central Public sector Undertaking during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:- Three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost put to tender.

OR

Two similar successfully completed works costing not less than the amount equal to 60% of the estimated cost put to tender.

OR

One similar successfully completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

“Similar works stands for Supply, installation, testing and commissioning of Package AC units of individual capacity 5.6 TR and above”

Note 1 :-The contractor shall produce authorization certificate in original from the manufacturer for participation in tender and supply of spare parts, technical support etc. during the currency of the AMC contract.

- 2) Only BSNL Corporate Office (EW) approved make HPAC units shall be provided. Apart from the approved makes any other make approved by BSNL CO (EW) till the last date of opening of tender shall also be accepted.
- 3) The work Completion Certificate issuing Authority in respect of IV above shall not be below the rank of Executive Engineer (E).
- 4) The work shall be awarded only to those agencies whose High Precision Air-Conditioning units having valid product approval in BSNL on the last date of submission of tender.

b) Valid PAN No.

c) Valid GST Registration No or exemption certificate No.

4.1 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.

5. Bid Security/EMD:

5.1 The bidder shall furnish the bid EMD in one of the following ways:-

- (a) Demand Draft/ Banker's cheque/FDR drawn in favour of "AO (EF) O/O the CGMT BSNL HP Telecom Circle Shimla" and payable at Shimla.
- (b) Bank Guarantee from a scheduled bank drawn in favour of "AO (EF) O/O the CGMT BSNL HP Telecom Circle Shimla" which should be valid for 120 days (i.e. one month above the offer validity period subject to maximum of 120 days) from the tender opening date.

5.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

6. Date & Time of Submission of Tender bids:As per table in Section I, point no. 1.

Note 4: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. Opening of Tender Bids: As per table in Section I, point no. 1.

8. Place of opening of Tender bids:

8.1 In case of tenders invited through e-tendering process, the tenders shall be opened through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer clause 8 of Section-4 Part C of Tender document for further instructions.

- 8.2 In addition, authorized representatives of bidders (i.e. vendor organization) can attend the TOE at the office of “The Executive Engineer (E), BSNL, Electrical Division Shimla”, where BSNL’s Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
9. Tender /bids received after due time & date will not be accepted.
10. Incomplete, ambiguous, Conditional, unsealed (in case of manual tender) tender bids are liable to be rejected.
11. “The Chief Engineer (E), BSNL, Electrical HP Zone, Shimla” reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
12. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- 12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as nonresponsive and shall be rejected summarily.

Note 5: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 6: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

SECTION- 2

Tender Information

1. Type of tender:-
 - a) No. of Bid Submission Stages for tender: Single Stage. (Please See Note-1).
 - b) No. of Envelopes for submission of Bids: Two Nos. Electronic envelope system (Two Stage opening) (Please See Note-1).
 - c) E-reverse auction (In case of tenders invited through e-tendering only): NO
- Note 1: The bidder shall submit Techno-commercial & Financial bid simultaneously.
- Note 2: The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.
2. Bid Validity Period/Validity of bid Offer: 90 days from the tender opening date.
 3. In case of tenders invited under two envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents:-
 - (a) Techno-commercial envelope shall contain:-
 - (i) Tender cost and EMD
 - (ii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 (Section -1) of the DNIT
 - (iii) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A
 - (iv) Integrity Pact (Section 7, Proforma 7(G))
 - (v) Clause by clause compliance as per clause 11.2 of Section- 4A
 - (vi) Bidder's Profile & Questionnaire duly filled & signed.
 - (vii) Non-Relation Certificate duly filled & signed.
 - (viii) Undertaking & declaration duly filled & signed
 - (ix) Documents stated in clause 10 of Section-4 Part A.
 - (x) Tender/ Bid form- Section-9 Part-A
 - (xi) Electronic Form- Technical
 - (xii) Self-declaration by the firm for not blacklisted by GST authorities and mentioning of multiple GST numbers, if available.
 - (xiii) Valid MSME registration certificate for MSE vendor (if applicable).
 - (xiv) EPF and ESIC registration certificate.
 - (b) Financial envelope shall contain:
 - (i) Electronic Form- ~~financial along with BOQ Price Schedule (Section 9 Part-B) with all relevant bid annexure (in case of tenders invited through e-tendering process).~~

Note 3: In view of COVID-19 Pandemic, following documents are required to be submitted offline (i.e. offline submissions) by lowest tenderer to "The Executive Engineer(E), BSNL, Electrical Division Shimla" on or before award of work in a sealed envelope.

The envelope shall bear the tender number, name of work.

- i) EMD – Bid security (original copy)
- ii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.

iii) Integrity Pact.

4. ~~In case of tenders invited under Single Envelope System, the envelope will contain both techno-commercial & financial bid i.e. documents 3(a) (i) to (xi) & 3 (b) (i) to (ii).~~

5. (a) Payment terms for Procurement items:

- (i) 90% of the price shall be paid on the receipt of material along with all accessories at site by the consignee.
- (ii) The balance 10% payment shall be released after successful physical installation and trial run of the system by departmental officers as per norms. In cases where shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the agreement.
- (iii) 100% payment (in place of 90%) may be made on delivery, provided that an additional Bank Guarantee for an amount equivalent to 10% of the value of supplies valid for a minimum period of one year is furnished by the supplier along with an undertaking that-
- (iv) In case of failure of the firm to carry out obligations as mentioned as (b) above, BSNL will have the liberty to en-cash the Bank Guarantee in addition to other actions required to be taken as per the agreement.

(b) Payment terms for ITC:- 100% against ITC.

c)FOR COMPREHENSIVE MAINTENANCE CONTRACT :-

The payments shall be made quarterly.

NOTE: - No payment will be made for goods rejected at the site on testing, Payment, if made, for such items shall be recovered from subsequent bills or other bills.

6. Delivery Schedule: Time allowed to carry out the work shall be Three Months.

The tentative programme for execution shall be –

- 1-Submission of drawing – Within fifteen days of stipulated commencement of work.
- 2-Supply of major equipment – Within one month of stipulated commencement of work.
- 3-Installation, testing and commissioning – In next one month.
- 4-Testing and completion of work – In next fifteen days.

7. Consignee/Engineer In-charge: Executive Engineer (E), Shimla/Mandi/Dharamshala.

Completion of Work:-

1. DATE OF COMPLETION: -

Date of successful *initial Acceptance & testing (A/T)* of all the systems shall be taken as date of completion of the Supply and ITC portion of the contract.

2. COMPLETION DRAWINGS:-

The firm shall supply three sets of drawings / documents immediately on completion of the as detailed below-

1. Schematic diagram of control wiring.
2. Operation and maintenance manual

3. TESTING AND A/T :-

The firm shall test the set itself as per the BSNL schedule and practice before offering for acceptance test by B.S.N.L. All the relevant tests to check the performance of all systems shall be Conducted (A/T) by the BSNL's T&D / Circle A/T team or any other authorized person nominated by Engineer-in-charge, at site after installation as per the decision of the Engineer-in-charge.

SECTION 3 PART- A
SCOPE OF WORK

A.General:

- 1)Supply, installation, testing and commissioning of factory tested 7 TR (Sensible Cooling Capacity) Microprocessor based air-cooled High Precision AC package units complete with Upward / downward flow as per site requirement with suitable mesh in the return air path having energy efficient high technology, along with scroll compressor, comprising of indoor & outdoor units with all components including providing suitable floor stand for indoor unit to match false flooring height, supply of suitable size of copper refrigerant piping, controls, interlocking, electrical accessories, SPP [for all three phase motors], voltage & current indications & sequential controls, communication port with suitable protocol to suit BMS compatibility but without software, air cooled condenser, MCBs, safety valve, pressure release valve, data / communication cable between units including laying of refrigerant piping, cable, charging of required quantity of refrigerant, condenser/data communication cable between units etc. complete as required and as per specifications attached.
- 2)Comprehensive maintenance of the 7 TR microprocessor based air-cooled Precision package AC unit (after the warrantee period) including all items covered under Part-A & Part-B as per the specifications/conditions of contract & as per the details given in relevant sections by deploying the required staff including specialized man power and by arranging required spares, refrigerant gas, tools and plant etc. to keep the AC unit & connected equipments operational up to the required standards complete as required.

SECTION- 3 Part B
TECHNICAL SPECIFICATIONS

SECTION - I

NOTE: To be supplied when Job Agreement is drawn.

GENERAL DESCRIPTION OF WORK

1. Station :
2. Name of Building :
3. Drawings:

The following drawings give the necessary details regarding the areas to be air conditioned, location of air-conditioning plant, cooling tower, proposed routes for condenser water pipes and air ducts, location of fire dampers and other relevant particulars. Any other information can be had from the concerned Executive Engineer (E).

4. Design Data:

The salient design and other relevant data is given below:

1. Particulars of temperature and relative humidity.

i) Outside design conditions:

	D.B. °C (° F)	W.B. °C (° F)	R.H. (%)
Summer:
Monsoon:
Winter:

ii) Inside design conditions:

Summer:
Monsoon:
Winter:

2. Fresh Air requirements: One air change per hour.
3. Areas to be air-conditioned: As per Annexure 'A'.
4. Plant operation: 24 hours continuously.
5. Peak heat load: -----kcal/Hr (----TR)
6. Features of A/C Plant: As per schedule of work attached
7. Roof Insulation : NONE.

NOTE: Safety standards as per Annexure B. Makes of various items as per Annexure C.

SPECIFICATIONS FOR 7 TR CAPACITY HIGH PRECISION AIR CONDITIONERS (HPACs)

1.0 SCOPE :

- 1.1 These specifications describe the specific requirements of microprocessor based High Precision Air conditioners (HPACs). The HPAC unit shall consist of indoor and outdoor unit.
- 1.2 The indoor unit shall be floor mounted type comprising of hermetic sealed scroll compressor(s), filter section, controller, electrical power system , multi-rows deep copper cooling coil with aluminium fins, dehumidification cycle, modular panel cabinet construction, cabinet insulation, statically & dynamically balanced blower section, humidifier, refrigeration controls etc. The unit shall be suitable for Top/Bottom discharge.
- 1.3 The outdoor unit shall comprise of air-cooled condenser with fans.
- 1.4 These specifications set out the basis of design of self contained HPACs to meet the environmental needs of telecom equipments.
- 1.5 The firms willing to supply such units shall get their prototype unit approved from BSNL.

2.0 DESIGN:

The unit shall be designed to meet the following conditions:

1	Rated capacity	7TR (sensible cooling capacity)
2	Flow direction	Upward / Downward flow
3	Return Air inlet Temp.	25 °C (DB) & 50% RH.
4	Saturated Suction Temp.	Between 9 °C and 10 °C
5	Minimum Super heat	2 °C
6	Saturated Discharge Temperature	Maximum 53 °C (at 43 °C ambient)
7	Ambient air design temperature (Entering condenser)	43 °C. However, the unit shall be able to work for ambient up to 50 °C)
8	Air Quantity	Not less than 550 CFM/TR
9	Filters	Having 95% efficiency down to 5 microns.
10	Face velocity across the cooling coil.	Not exceeding 2.5m/sec
11	Type of load	The load shall be High sensible type having Sensible Heat factor not less than 0.90
12	EER of the unit	Not less than 2.90 Watt/watt

3.0 CABINET :

- 3.1 The Cabinet shall be constructed from best quality GI sheet steel/CRCA sheet of thickness not less than 1.6mm for top, bottom and side panels & 0.9mm for front and back panels suitably treated for weather protection, corrosion and shall be powder coated. Alternatively, double skin panels with overall thickness not less than the thickness specified herein above, can also be provided.
- 3.2 Coil and blower sections shall be insulated internally for both acoustics and thermal purposes. The insulation material shall be polyurethane foam of thickness not less than 15 mm complying to the class-B according to DIN 4102 with self-extinguishing and sound absorbing properties.

4.0 COMPRESSOR:

- 4.1 The compressor(s) shall be of scroll hermetic sealed type of COPELAND–ZR108C/DANFOSS make having independent refrigerant circuit.
- 4.2 Compressor(s) shall be suitable for R407C/R410A refrigerants.
- 4.3 Compressor(s) shall be suitable for operation on 3-phase, 415± 10% volts, 50 Hz, AC supply.
- 4.4 The compressors shall be located in such a way that removal of one compressor shall not affect the operation of the other compressor.
- 4.5 Compressors shall be mounted on vibration isolation pads or any other mounting approved by manufacturer.
- 4.6 The compressor(s) shall be provided with built in overload protection.
- 4.7 The Compressor(s) shall be fitted with electrically operated oil heaters. The heaters shall be “ON” when compressor is in “OFF” position and vice-versa. It shall be possible to disconnect power supply to the heater during extended periods of shut down.

5.0 EVAPORATOR SECTION:

- 5.1 The Evaporator Coil shall be provided separately for each refrigerant circuit.
- 5.2 Evaporator coil shall be constructed out of copper tubes not less than 0.28 mm thickness with expanded aluminium fins to give a good mechanical bond for maximum heat transfer. The number of fins shall not be less than 12 fins per inch. Fins thickness shall not be less than 0.1 mm and provided with hydrophilic treatment.
- 5.3 Face area of coil shall be selected corresponding to air velocity not exceeding 2.5 m/sec.
- 5.4 The condensate drain tray shall be of stainless steel of thickness not less than 1.2mm shall be provided to cover full projected area of cooling coil to collect all the condensed water. The PVC threaded water pipe shall be provided to drain the condensed water.
- 5.5 The Blower fans shall be statically and dynamically balanced.
- 5.6 Backward curved fan directly driven by electronically Commutated (EC) motor with integrated electronics suitable for operation on 3-phase AC supply. The fan speed shall be controlled by sensing return air temperature/pressure/controller logic for energy saving.
- 5.7 Energy efficient motors of EBMPAPST/ROSSENBERG/ZEIHLBEGG make shall be used.
- 5.8 Infrared /Immersed electrode humidifier shall be provided.

REFRIGERANT PIPING:

- 6.1 Separate piping shall be provided for each refrigerant circuit.
- 6.2 Each refrigerant circuit shall be suitable for operation on R-407C/R 410A and shall consist of the following items:-
 - i) Electronic Expansion Valve (EEV) controlled by the microprocessor with special software to enable the adjustment of flow of refrigerant fluid through the evaporator. At the same time, it should not allow liquid flood back into compressor.
 - ii) Removable liquid line filter drier with hand shut off valves.
 - iii) Liquid Line sight Glass with Moisture indicator.
 - iv) Charging valves.
 - v) Liquid receiver with safety plug. However, the provision of liquid receiver may not be required if the oversized condenser is provided to cater the function of liquid receiver.
- 6.3 Serviceable/removable components for easy removal & assembling.
- 6.4 The piping shall be carried with refrigerant quality copper tubes of thickness not less than 18 SWG (1.2mm). The proper bending tool shall be used for bending of the pipes. Heavy gauge radius fittings shall be provided wherever, bending of pipes is not feasible.

7.0 ELECTRICAL SYSTEM :

The electrical system shall conform to relevant I.S. standard. The panel shall be accessible from front. The main incomer MCCB of suitable rating and having a rupturing capacity of not less than 25 kA shall be provided along with Single Phasing Preventer (SPP), Electronic overload protection, phase loss and reverse phase sequence and sensing negative sequence current to meet the total power requirements.

7.1 The load shall be distributed equally on 3-phase, 4-wire supply.

7.2 All control wires shall be provided with not less than 1.5 sq. mm. Multi-strand copper conductor. The control wiring shall be properly colour coded and shall be numbered/ ferruled at their point of termination to facilitate servicing/identification.

7.3 The power and control wiring shall be provided in separate casing capping/conduit.

7.4 Heaters shall be provided with insulators, with safety thermostats, humidistat and contactors of suitable ratings.

7.5 Isolator of suitable rating having rupturing capacity of not less than 10 kA shall be provided for each equipment/ motor/ heater etc. However, the isolation arrangement for condenser fan motor shall be achieved through suitable rating MCB mounted on condenser unit.

7.6 Contactor of suitable rating shall be provided with over load protection for motors and compressors.

7.7 The laminated power and control wiring diagram shall be provided on HPAC unit.

AIR COOLED CONDENSER:

7.1 Separate condenser unit shall be provided for each refrigerant circuit.

7.2 A heat rejecting coil block shall be constructed out of copper tubes not less than 0.28 mm thickness with expanded aluminium fins to give a good mechanical bond for maximum heat transfer. The number of fins shall not be less than 12 fins per inch.

7.3 Fins thickness shall not be less than 0.1 mm and shall be provided with epoxy /suitable weather proof coating.

7.4 A minimum of two numbers axial flow fan directly driven by variable speed drive shall be provided for each condenser unit.

7.5 The condenser unit shall suitably design for noise level ≤ 75 dB at a distance of 1 meter away from outdoor unit.

7.6 The Condenser unit shall be suitable for round-the-clock operation.

7.7 The body of the condenser unit shall be made out of 16 SWG (1.6 mm) corrosion resistant G.I. Sheet. The entire assembly shall be supported by epoxy coated frame.

8.0 CONTROLS :

8.1 High pressure trip – Manual reset (for each compressor)

8.2 Low pressure trip – Auto reset (for each compressor)

The unit shall trip in the event of for three consecutive LP trip.

9.0 SAFETY INTERLOCKS :

9.1 The compressor shall start with condenser fan in "ON" condition only. However, the compressor may run without condenser fan in operation.

9.2 Provision shall also be made to operate the evaporator fan without operation of condenser and compressor.

10.0 CONTROLLER :

10.1 SCOPE :

Each unit shall have individual controller as per the manufacturer’s design to maintain the desired temperature and humidity. The controller shall be intelligent type with microprocessor capable of communicating with other units in same room and control the desired condition with group action. The controller shall operate the units in Master-Slave configuration; however, each controller shall act as Master, if required, in emergency situations.

The controller shall be provided with a backlit LCD/LEDscreen and control keys for user inputs mounted in an ergonomic, aesthetically pleasing housing. The controls shall be menu driven. The display & housing shall be viewable while the unit panels are open or closed.

The controller shall fully compliant with EEC directives for electromagnetic compatibility possessing following broad features:

- i) Operates and monitors so that the temperature and humidity in the conditioned area are kept at 23±3 °C & 40±20% RH respectively. However, the parameters shall be site settable.
- ii) The controller shall be password protected for preventing un-authorized access.
- iii) The display shall be organized into following three main sections:

User Menu	Service Menu	Advanced Menu
Active alarms, event log, numeric/ graphic data, unit view/ status overview (including the monitoring of room conditions, operational status in % of each function, date and time) , total run hours, various sensors etc.	Set points, standby settings (lead/lag), timers/ sleep mode, alarm setup, sensor calibration, maintenance/ wellness settings, and repair /service mode etc.	Factory Settings, Configuration settings shall be factory-set based on the pre-defined component operation etc.

10.2 USER MENU:

The user menu shall be defined as follows:

i) Active Alarms :

Unit memory shall hold the 100 most recent alarms with time and date stamp for each alarm.

ii) Event Log :

Unit memory shall hold minimum of 100 most recent events with id number, time and date stamp for each event. The conditioned area temperature, humidity etc. are saved at regular intervals.

iii) Numeric/Graphic Data View :

The numeric/ graphic records shall be available for supply air temperature, return air temperature, return air humidity and outdoor ambient temperature.

iv) Unit View - Status Overview :

Numeric or Graphical unit view summary displays shall include temperature, humidity, active functions and any alarms of the units.

v) Total Run Hours :

Menu shall display accumulative component operating hours for Unit and compressors.

11.3 SERVICE MENU:

The service menu shall be defined as follows: -

i) Set Points :

The controller shall allow programming of the following conditions:

- a) Temperature Set Point - 18-29°C
- b) Adjustable Temperature Hysteresis- 0.5-5°C
- c) Humidity Set Point -20-80% RH
- d) Adjustable Humidity Hysteresis -1-10% RH
- e) Low/High Temperature Alarm-2-32°C
- f) Low/High Humidity Alarm -15-85% RH
- g) High Pressure Alarm-320-340 psi

The controller may be set within these ranges, however, the unit may not be able to control to extreme combinations of temperature and humidity. Factory set HP Alarm at fixed point within the specified range herein above, can also be provided.

The controller shall include the following settable features:

- a) Unit identification number.
- b) Startup delay, cold start delay and Fan run on timers
- c) Remote shutdown & general alarm management
- d) Compressor sequencing.
- e) Return temperature control.

ii) Repair/Service Mode :

Control input and output values and status shall be displayed to aid in unit diagnostics and troubleshooting. Control inputs shall indicate on or off at the front display and shall be able to turn on or off from the front display without using jumpers or a service terminal. Each control output shall be indicated by an LED on a circuit board.

11.4 ADVANCED MENU:

Factory Settings:

Configuration settings shall be factory-set based on the pre-defined component operation.

11.5 The Controller shall also have following features:

- i) Allow adjustment of temperature, humidity set points, range of control, alarm set points etc.
- ii) Arrow/control buttons for navigation and value adjustment.
- iii) Status indicators like Power, Cool, humidity etc.
- iv) The controller shall be provided with power backup unit to operate during mains power failure.
- v) Programming of unit shall be based on :
 - (a) Equal run hours per 24 hours in a day and
 - (b) Turn on next unit in case the designated unit is unhealthy.

11.6 GROUP OPERATION:

The optimum number of units shall be made operational in order to maintain the necessary temperature and humidity in the conditioned area. All units can work as a single system and shall communicate with each other to maintain desired values in the conditioned area.

11.7 CASCADING EFFECTS:

If the values exceeds beyond the set points, the standby units will operate to maintain the desired condition and after maintaining the set points, unit will return back to standby mode. In case, the standby unit(s) are not in a position to maintain the set values, all the units shall operate collectively to maintain the desired condition.

The Controller shall have the feature of grouping/ zoning of units, if required.

11.8 SYSTEM AUTO RESTART:

The controller shall have auto restart facility to start unit sequentially after restoration of power supply with suitable programmable time delay to minimize total inrush current.

11.9 PREDICTIVE HUMIDITY CONTROL:

The controller shall calculate the moisture content in the room and prevents unnecessary humidification and dehumidification cycles by responding to changes in dew point temperature.

11.10 ALARM MANAGEMENT :

i) Display Status Indication :

The unit shall display the following:

- a. Temperature and humidity.
- b. Blower fan-working status.
- c. Compressor working status.
- d. Electric heaters working status.
- e. Temperature set point.
- f. Humidity set point.
- g. Working hours of main component i.e. Compressor, fan, heater, humidifier.
- h. Unit working hours.
- i. Real time and date.
- j. Type of alarm.

ii) Audio-Visual alarms:

- a. High Temperature
- b. Low Temperature
- c. High Humidity
- d. Low Humidity
- e. Compressor Overload
- f. Evaporator Fan Overload.
- g. Humidifier Faulty.
- h. High Pressure
- i. Low Pressure
- j. Clogged Filter
- k. Condenser Fan overload
- l. Unit OFF

11.11 The controller shall be suitable to be integrated with fire system and should switch off the unit in event of receiving signal from the fire panel.

11.12 The Controller shall be equipped with Modbus/BACnet/LonWorks/open protocols connectivity facility for enabling data transfer to a IBMS system, wherever IBMS is available Or The log data shall be downloadable printable in sequence of date & time. The necessary provision shall be available to connect the laptop /flash drive through TCP/IP protocols, wherever IBMS is not available.

11.13 The firm shall provide one software free of cost.

11.0 MICRO INVENTORY: As per the manufacturer's prototype product approved by BSNL and valid as on date of acceptance of tender.

ELECTRICAL WORK

1. Scope

This section sets out the basic requirement for switchboards, electrical power wiring to individual motors and other equipments, control circuit wiring and earthing etc.

2. General

1. Unless otherwise specified particularly the entire equipment shall be suitable for operation on 415 volts/240 volts, 50Hz earthed neutral, 3/single-phase alternating current system as may be required.
2. All components, accessories, raw materials and finished parts used in manufacture and assembly of switch boards, power and control circuit wiring and earthing system shall comply with the relevant Indian Standards amended upto date. Where Indian Standards do not exist British Standards shall apply.
3. The entire work shall comply with Indian Electricity rules and C.P.W.D general specifications for electrical work. Particular care shall be taken to ensure compliance to I. E. rules 41, 45, 51 and 61.
4. When cables pass through pipes, wooden bushes shall be provided at both the ends. When cables are required to pass through floors or walls, pipe inserts shall be provided and openings sealed in approved manner.

3. Control Wiring

1. Control circuit wiring shall be carried out with 250 volts grade PVC insulated armored multi core copper conductor cables.
2. Control cables shall be of adequate cross sections to restrict the voltage drop but each conductor shall be not less than 1.5 sq. mm.
3. Runs of control wires within the switchboard shall be neatly bunched and suitably supported / clamped. Means shall be provided for easy identification of the control wires by means of labeled ferrules.
4. The control wiring shall correspond to the circuit / sequence of operations and inter locks as required for satisfactory performance of the plant.

4. Earthing

1. In accordance with Rule 61 of IE Rules, metallic frame of all medium voltage equipments / supporting frames, shall in all cases be connected to 2 separate and distinct earths. The size of such earth wires shall be not less than 4-mm dia GI wire.

5. DRAWINGS TO BE SUBMITTED FOR APPROVAL

The contractor shall get the following drawings approved before the start of the work:

- a) A dimensional drawing giving complete details of the erection of the equipment in plant room (including condensers, refrigerant piping and details of foundations). While deciding layout future expansion, if any, has to be taken into consideration.
- b) Electric wiring diagrams for all Electrical equipments including controls showing cable sizes and equipment capacities.

6. TESTING AT SITE: -

a) TRIAL RUN

After installation is complete physically and all adjustments as listed above are carried out, the plant shall be subjected to trial run. The trial run is to be conducted for a period of 7 days subject to minimum running of 120 hours in the presence of representative of the BSNL. During this test performance of all the equipments and control systems shall be checked. Inside conditions shall

also be recorded on this trial run. A record of this test shall be submitted to the Engineer-in-Charge who shall arrange for initial acceptance testing thereafter.

b) INITIAL ACCEPTANCE TESTING

After completion of trial run the plant shall be subjected to initial acceptance testing as per standards of the BSNL. This testing shall be conducted jointly by the representative of the Engineer-in-Charge, Inspection circle and user. A list of all defects and discrepancies shall be prepared during the test, which shall be rectified by the agency within a period of 15 days.

c) FINAL PERFORMANCE CUM SEASONAL TEST

This test shall be conducted jointly by the representative of the Engineer-in-Charge, and Inspection Circle of BSNL and user as per standards of the BSNL. The test shall be conducted between 1st April to 30th September.

- d) The BSNL shall have the right to operate all equipments if in operating conditions, whether or not such equipment, have been accepted as complete and satisfactory. Repairs and alternations shall be made at such times as directed by Engineer-in-Charge.
- e) In special circumstances the BSNL may have to use the plant to air condition some areas even before the completion of whole work. The firm shall co-operate fully under such circumstances.
- f) Wherever relaxations are required, these should be obtained from the Superintending Engineer (Electrical) well before the final performance cum seasonal test.
- g) All test equipments, the operating personnel, oil and refrigerant required for testing shall be supplied by the contractor.

PART C
GENERAL CONDITIONS
COMPREHENSIVE AMC PORTION AGREEMENT

1. Scope of Maintenance :
 - a. The maintenance of HPAC units as included in the schedule of work is to be carried out on comprehensive basis. No material / spares will be supplied by BSNL. The firm has to adhere to maintenance schedule attached with this document.
 - b. The firm has to repair / replace defective parts / spares at no extra cost. The faulty compressor will be replaced from the original manufacturers / authorized dealer and documentary proof for the same will be given.
 - c. During warranty and maintenance period, the complaints shall be attended within 24 hours (Maximum) of registering complaints. The complaint period will start from the time when call is received by agency at its call centre and duly acknowledged by him in the form of complaint no. The complaints registered after 6 PM will be considered from 8 AM on the next day.
 - d. In case the contractor fails to attend the complaint within 24 hours of registering complaint, the department may proceed to do so at the contractor's risk and expenses and without prejudice to any other right.
 - e. The AMC period shall be started immediately after the expiry of warrantee period & will be treated as taken over for comprehensive contract from the next calendar date. The units being in warrantee period, there will not be any kind of defect list etc during handing over.
 - f. After the completion of maintenance contract, the Agency will hand over the installation in a healthy and free from defects condition.
2. METHODOLOGY
 - a. Before starting the work the agency has to supply the details as per Annexure I. A complaint book as per Annexure-II shall be kept at sub-division office by the firm and the firm shall update the same by submission of service reports. Necessary complaints will be registered by JTO (E) / SDE (E) concerned and entries will be made by him according to the service reports with due verification.
 - b. At the start of each quarter, the firm in consultation with SDE (E) concerned shall prepare a tentative program for preventive maintenance to be carried out during the period by listing name of stations and date on which he may carry out the maintenance.
 - c. The firm shall depute only those persons who are trained in handling the unit to the satisfaction of maintenance in charge.
3. MAINTENANCE SCHEDULE TO BE FOLLOWED

QUARTERLY

 1. Checking and tightening of electrical connections.
 2. Check compressor mounts for any undue vibrations or cracks, replace mounts, if necessary.
 3. Checks air leakage around the A/C unit and rectify.
 4. Cleaning of cooling and condensing coil with air pressure (including chemical cleaning, if required).
 5. Clean internal parts of A/C units.
 6. Open fan section cover. Check belts for wear & tear. Replace, if necessary. Check bearings & alignment of belt drive and take corrective action.
 7. Check operating pressures of compressors. Take corrective action for deviations.
 8. Checking of Micro controller settings
 9. Checking of sequential operational settings of programmer.

10. Checking all safety controls like overload, HP/LP cutouts & thermostats. Take corrective action, wherever required.
11. Checking current drawn by blower fan motor, condenser fan motor & compressor.
12. Ensure proper operation of motorized dampers.
13. Checking all indicating lamps, protective fuses etc.
14. Checking of refrigerant leakages & topping up if required.
15. Checking of supply air flow rate & air leakages if any.
16. Checking all safety interlocks

YEARLY

1. Complete servicing of the units.
2. Carry out leak test for refrigeration circuit and plug the leaks, if any.
3. Check current of all motors and take corrective action for major deviations.
4. Check for any rust spots. Dry, emery such spots, patch up with red oxide and paint.
5. Performance cum trial run test including capacity calculation by enthalpy & HR method as per proforma Test report.
4. SPECIAL CONDITION
 - a) All breakdown calls / complaints have to be attended by the firm with utmost promptness.
 - b) The replacement of Microvee filters will be the responsibility of BSNL. [Replacement of Microvee filter shall be done with the prior written approval of the Superintending Engineer (E)].
 - c) Burnt out motors shall not be repaired but replaced with higher efficiency motors of reputed make.

ANNEXURE B
LIST OF SAFETY STANDARDS

I.S.618 - Code of practice for safety and health requirement in Electrical and Gas welding and cutting operations.

I.S. 659 - Safety code for Air Conditioning.

I.S. 660 - Safety code for Mechanical Refrigeration.

I.S.3016 - Code of practice for fire precautions in welding and cutting operations.

I.S. 3210 - Code for safety procedures and practices in Electrical works.

I.S. 3696 - Safety for Scaffolds and Ladders.

- INDIAN ELECTRICITY RULES 1956.

ANNEXURE -C
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)	BieccoLawrie / 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(lcs=lcu)	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/ KWH 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/ Isolator /ELCB/RCCB/ Distribution Board	Crompton / Havells / Indokopp / 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 / Pilkington / 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	HSU Jindal / National / Nippon Denro / Sail / Tata
38	Heat Detector	Appollo / Chemtron/ Edward / Fenwal/ Hochiki / Nitton /System Sensor/ Wormald/Honeywell Essar/Notifier
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, Thyssenkrupp
45	High Precision Package AC Units	Schneider (Uniflair)/Stulz/Sidwal

SECTION-3 Part C
SCHEDULE OF REQUIREMENTS (SOR)

S.NO.	GOODS/ SERVICES	QUANTITY	Unit of Measurement (Km/kg/No. etc.)
AS PER DRAFT PRICE SCHEDULE(SECTION-9 PART-B)			

Note: Bidder shall furnish the detailed Bill of Material (BOM) for each SOR item mentioned above. The detailed Bill of Material should clearly mention all the components including quantities, constituting the SOR item. The priced Bill of Material should be submitted in the e-envelope containing the price bid and unpriced Bill of Material should be submitted in the envelope containing the techno-commercial part. There should not be any difference in the items and quantities in the priced and the unpriced BOMs.

SECTION-4 Part A
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. DEFINITIONS

- (a) "The Purchaser" means the Bharat Sanchar Nigam Ltd.(BSNL),New Delhi
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" or "The Vendor" means the individual or firm supplying the goods under the contract.
- (d) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) "The Advance Purchase Order" or "Letter of Intent" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.

2. ELIGIBILITY CONDITIONS:

Kindly refer to clause 4 of Section – 1 i.e. Detailed NIT.

3. COST OF BIDDING

3.1 The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. DOCUMENTS REQUIRED

4.1 The work required to be done; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.0 CLARIFICATION OF BID DOCUMENTS

5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by E-mail of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 14 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents uploaded on the CPP Portal and website.

Note: Depending upon the emergency/urgency, the CE(E) may take a decision on the no of days for clarification.

5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an

integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders on CPP Portal.
- 6.2 The amendments shall be notified in writing by FAX or Email or by Addendum through e-tendering portal and these amendments will be binding on all the bidders.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.
- (b) Bid Security furnished in accordance with clause 12.
- (c) A Clause by Clause compliance as per clause 11.21
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.

8. BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section-9.

9. BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. GST and other applicable taxes, packing, forwarding, freight and insurance etc. but excluding Octroi /Entry Tax which will be paid extra at actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section-9 Part-B. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- (a) The Basic Unit price (Ex-Factory Price) of the goods, GST and other applicable taxes, Freight, Forwarding, Packing, Insurance and any other Levies/ Charges already paid or payable by the supplier shall be quoted separately item wise.
 - (b) The supplier shall quote as per price schedule given in Section-9 Part-B for all the items given in schedule of requirement at Section-3 Part-C.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.
- 9.5 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".

- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause-9.1 subject to other terms and condition as stipulated in clause 22.2 of Section-4 Part-A. And clause11 of Sec-5 Part-A of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.
- 9.7 The freight by sea for transportation of equipment/Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the supplier at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents (i.e. only those documents to prove eligibility and qualification of specific bidder)
- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
 - b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part-B.
 - c) Power of Attorney as per Section 4, Part A, clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause14.3(b) or (c).
 - d) Documentary proof of applicable rate of GST.
 - e) If applicable, undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.
 - f) In case of Private or Public Limited Company, authorized signatory shall specify that none of the near relatives of Directors are working in BSNL in accordance with clause 34.
 - g) Certificate of incorporation.
 - h) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - i) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
 - j) If applicable, Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.
- 10.2 Documentary evidence for financial and technical capability
- a) The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability.
 - b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.
- 10.3 In order to enable the Purchaser to assess the provenness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.
- 10.4 DELETED.
- 10.5 DELETED.

11. DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS
- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (a) A detailed description of goods with essential technical and performance characteristics;
 - (b) a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser and
 - (c) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions of AMC (Section- 5 Part A, B & C) shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2 above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.
12. BID SECURITY /EMD
- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 (DNIT).
- 12.2 The MSE bidders are exempted from payment of bid security:
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c) MSE unit is required to submit its monthly delivery schedule.
 - d) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; He will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process)
- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only

after the finalization of ordering of complete tendered quantity in pursuance to clause 24.4 & 27.3 of this section.

12.7 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

Note:-The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.

13.0 PERIOD OF VALIDITY OF BIDS

13.1 Bid shall remain valid for period specified in clause 2 of Tender Information (Section-2). A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 FORMAT AND SIGNING OF BID

14.1 The bidder shall submit his bid, online (in case of e-tendering) & through sealed envelopes physically (in case of tenders with manual bidding process), complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) & by hand signatures (for manual bidding process), by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

Note:-The Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

14.3 Power of Attorney-

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned state(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15. SEALING AND MARKING OF BIDS

15.1.1 The bid should be submitted as per Clause 3 of tender information (Section-2).

15.1.2 ~~In Single stage bidding & single envelope system, a single envelope containing documents of bidder's satisfying the eligibility and techno-commercial conditions as per clause 2 and clause 10 with bid security as per clause 12.~~

~~i.2 a) The envelope shall be addressed to the purchaser inviting the tender.~~

~~(i) In case of tenders invited by MMT section of BSNL CO, the Purchaser Address shall be: DGM (MMT), Bharat Sanchar Nigam Limited (Corporate Office), 2nd Floor, Bharat Sanchar Bhawan, Jan path, New Delhi-110001.~~

~~(ii) In case of tenders invited from other section of BSNL CO./ Circles/SSA of BSNL, the Purchaser Address shall be specified by the purchaser inviting the tender of concerned Circle/ SSA.~~

~~b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).~~

~~c) The envelope shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.~~

~~d) Tenders should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.~~

~~e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT to The Executive Engineer(E), BSNL, Electrical Division at the venue (address is given in clause 15.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.~~

~~f) Venue of Tender Opening:~~

~~(i) In case of Tenders invited by MMT section of BSNL, C.O., tenders will be opened in Meeting Room, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001 at specified time & date as stated in NIT.~~

~~(ii) The tender shall be opened in the office of the Executive Engineer(E) as per address given in clause 15.2(a) above. If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently in the office of the Executive Engineer(E) as per address given in clause 15.2(a) above.~~

15.1.3 ~~In single stage bidding & two envelopes system, the bidder shall submit this bid in two envelopes: (Not applicable in case of e-tendering. However as per requirement of clause 163 of GFR 2017, for purchasing high value plant, machinery etc. of complex and technical nature, the clause 15.1.3 may be retained).~~

~~1. The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility/Technical & commercial conditions as per clause 2 & 10 with bid security as per clause.~~

~~2. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B(I&II). The cover of first envelope shall contain the 'Original Copy' of the Techno-commercial bid, subject to clause 14.2, duly marked 'TECHNO-COMMERCIAL BID'. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause 14.2, duly marked 'FINANCIAL BID' Both the envelopes should be sealed separately and further kept in a~~

~~single main envelope under the personal seal of the bidder.~~

~~15.3 If the envelopes not sealed and marked as required at Para 15.1 and 15.2, the bid shall be rejected.~~

16.0 SUBMISSION OF BIDS

16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

~~16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.~~

17. LATE BIDS

17.1 No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the purchaser.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS.

18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY PURCHASER

19.1 The purchaser shall open bids online in the presence of the authorized representatives of bidders online or physically present who chose to attend, at time & date specified in Clause 7 of DNIT (Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7C).

19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee.

~~(i) In Single stage bidding & single envelope system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT.~~

(ii) (For single stage two envelope system) Techno Commercial bid shall be opened on the date of tender opening as given in the NIT. Thereafter the competent authority/CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by competent authority/TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.

(iii) The following information should be read out at the time of Techno- commercial bid opening:-

- a) Name of the Bidder
- b) Name of the item

- c) EMD amount & validity and acceptability
 - d) Information in respect of eligibility of the bidder.
 - e) Details of bid modification/ withdrawal, if applicable.
- (iv) The following information should be read out at the time of Financial bid opening:-
- a) Name of the Bidder
 - b) Name of the item
 - c) Quantities/prices quoted in the bid
 - d) Discount, if offered
 - e) Taxes & levies

19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS

20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21. PRELIMINARY EVALUATION

21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 14, does not tally with its breakup quoted in col. 5, 6, (9+11) or 13, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.

21.4 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable taxes, packing, Forwarding, Freight & Insurance charges etc. as arrived in col.19 of Price schedule in Section 9 Part-B and of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes (if any) applicable on the movement of Goods.

- (a) Duties, Taxes & Cesses for which the firm has to furnish GST Challans/Tax Invoices will be indicated separately in the PO/APO.
- (b) Vendors should furnish the correct HSN/SAC classification/Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
- (c) In case the Duties & Taxes which are non-eligible for Input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such duties, Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent to such Duties, Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
- (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/Custom 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 GST Act/ Customs Tariff notifications.
- (e) If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties, taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the firm.
- (f) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

- (g) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, place of supply etc. which restricts BSNL to claim input tax credit then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.
23. CONTACTING THE PURCHASER
- 23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
- 24.0 PLACEMENT OF ORDER
- 24.1. The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz. L1/ L2/ L3etc keeping other levies & charges unchanged.
- ~~24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.~~
- ~~24.4 In the event of L2 and so on bidders refusing to accept its package de-rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause 3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.~~
25. PURCHASER'S RIGHT TO VARY QUANTITIES
- (a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract with in a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly)with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

27. ISSUE OF ADVANCE PURCHASE ORDER

27.1. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.

27.3 ~~L-1 bidder may be issued Advance Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest valuated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.~~

28. SIGNING OF CONTRACT

28.1 The issue of Purchase order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, ~~except in case of L-1 bidder, whose EMBG/EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.~~

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS

NIT approving authority may require the supplier to have Quality Management System supported and evidenced by any combination of the following measures or any other measures:

- a) A Quality Policy.
- b) A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
- c) Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- d) System of Inward Good Inspection.
- e) System to calibrate and maintain required measuring and test equipment.
- f) System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.

- g) Configuration management and change-control mechanism.
- h) A quality plan for the product.
- i) Periodical internal quality audits.
- j) A 'Quality Manual' detailing the above shall be furnished.

31. REJECTION OF BIDS

31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section- 5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- f) Section-4 Part A clause 9.5 on discount which is reproduced below:- "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

31.2 Before outright rejection of the Bid by Bid-opening team/ tender opening authority for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team / tender opening authority, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is

prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

32. ACTION BY PURCHASER AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT

In case of default by Bidder(s)/ Vendor(s) such as

- a) Does not supply the equipment in time;
- b) Equipment does not perform satisfactory in the field in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1

Purchaser will take action as specified in Appendix-1 of this section.

33. Deleted

34. NEAR-RELATIONSHIP CERTIFICATE

- 34.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

- 34.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.

- 34.3 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) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

- 34.4. The format of the certificate is given in Section 6 (B).

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

Note for Tender opening Committee:

At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized

signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.

The documents/ papers to be submitted in respective bid part have been explicitly stated in clause- 7 of Section-4 Part A.

This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.

These papers will be treated as authentic one, in case of any dispute. Verification of eligibility documents vide letter no. CA/MMT/10-9/2014/Pt. I dated 08.06.2018

36. Security Clause as per latest guidelines and requirement
Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed.
37. Reservation/ Procurement from MSE units: The guidelines / instructions / laws issued vide No CA/MMT/3-2/2018 06.03.2019 and further updates if any, issued from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.

Appendix-1 to Section 4 Part A
(Standard Tender Enquiry Document)

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non- acceptance of further supplies / works & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender:	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD, BG etc.)	i) Cancellation of APO, ii) Rejection of Bid & iii) Forfeiture of EMD.
1(b) cont d.	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.).	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If detection of default after issue of PO/ WO	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.

	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following: a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors. b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and/or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and/or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded

		<p>equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.</p>
5.2	<p>Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).</p>	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
	<p>(a) for amount already paid by BSNL .</p>	
	<p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p>	
	<p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p>	
	<p>Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.</p>	
	<p>Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p>	<p>i) Termination of PO/WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>
	<p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p>	
	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments</p>	<p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>

	but not limited to these elements and/ or any other TSP through BSNL.	
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial	i) Termination/ Short Closure of the PO/ WO.
	position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
10		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	<p>(i) Termination of contract, if any.</p> <p>(ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>

11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/supplier.</p>	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

SECTION-4 Part-B
SPECIAL INSTRUCTIONS TO BIDDERS

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1. Eligibility Conditions: As per Section-1 (DNIT)
2. Bid Security

The bank guarantee/DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee/DD so submitted shall be as per the format given in Section-7 B on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

Section- 4 Part C
E-tendering Instructions to Bidders

General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents.

Submission of Bids only through online process is mandatory for this Tender.

For conducting electronic tendering, BSNL, Maharashtra is using the portal (<https://www.eprocure.gov.in/>) of Government of India.

1. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage bidding /Two Envelopes',

In case of two envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate(DSC)
2. Register on Electronic Tendering System®(ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS
 - Query to BSNL(Optional)
 - View response to queries posted by BSNL, as addenda.
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Techno-commercial Part
9. View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To use the Electronic Tender® portal (<https://www.eprocure.gov.in/>), vendor needs to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact NIC Helpdesk (as given below), to get your registration accepted/activated.

NIC Helpdesk	
Telephone	1800-233-7315
E-mail ID	cppp-nic@nic.in [Please mark CC: support-nic@ncode.in]
BSNL Contact-1	
BSNL's Contact Person	Shri S K Kalia SDE (EP)
Telephone	94180162016 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	xenbsnlsm@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Shri Bhushan Chikhalikar EE (E) Shimla
Telephone	9418700315 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	xenbsnlsm@gmail.com

5. Bid related Information for this Tender (Sealed Bid). The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

Contents of first Envelope i.e. Techno Commercial Envelop:- As per Section , Point 3.(a).

Contents of second envelope i.e. Financial Envelop
--

Original Price Schedule (BOQ)duly filled in (Download Price Schedule_Part_I in .xls format, duly fill in the required details & upload)

6. Offline Submissions:

The lowest tenderer is requested to submit the following documents offline to (designation and address of tender receiving authority) on or before award of work in a Sealed Envelope. The envelope shall bear (name of the work), the tender number.

1. EMD-Bid Security in Original.
2. Power of attorney in accordance with clause 14.4 of Section-4 Part A.
3. Tender documents signed at the end of each section.
4. Integrity Pact.

7. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender

Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

8. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens. ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

9. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.eprocure.gov.in>), and go to the User-Guidance Center

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

10. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows (XP))
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

SECTION-5 Part A
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of goods /services.

2. STANDARDS

The goods/services supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section -3.

3. PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

4. PERFORMANCE SECURITY

4.1 A) For Supply and ITC Portion:-All suppliers/bidders (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser. The PBG shall be valid for a period of 30 Months

B) For AMC Portion:- The bidder shall submit a performance bank guarantee towards fulfilment of obligations under AMC, equivalent to 2% of the cost of equipment as per P.O. or the first year AMC charge pertaining to that Circle whichever is higher, in a prescribed proforma. The PBG shall be submitted at least two months in advance of date of start of AMC. The PBG shall be valid for a period of 84 Months to cover one year above the 72 Months AMC period. The PBG shall be extendable for a further period as required if there is any delay in start of AMC for any reason. For the additional equipment, the amount of PBG shall be increased at the same rate as indicated above, within a time period of one month of the date of such equipment getting covered under AMC.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7B of this Bid Document.

4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

5.1 The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.

- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfil the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfil the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking over Certificate". This clause shall be applicable only when the material is supplied in Stores.
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.
6. DELIVERY AND DOCUMENTS
- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents shall be completed within time frame stated in note 7 of Clause 6 of Section-2 (Tender information).
- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.
- 6.4 The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.
7. TRAINING
- 7.1 The bidder shall provide training for installation and maintenance staff of the purchaser free of cost where required.

- 7.2 The bidder shall specify in its bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.
- 7.3 The bidder shall provide all training material and documents.
- 7.4 Conduct of training of the purchaser's personnel shall be at the suppliers' plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

8. INCIDENTALSERVICES

The supplier may be required to provide any or all of the following services:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;
- (c) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

9. SPARES

- 9.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity considered for arriving at the price of spares in Sec-4 Part A clause9.

- a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.
- b) In the event of termination of production of the spare parts, the supplier shall:
 - i. give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and
 - ii. following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

- 9.2. Over a period of three years starting from the date of final acceptance, the supplier shall supply, at its own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of its need.

10. WARRANTY

- 10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twelve months after the stores have been taken over under clause 5.5 above.

10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

11. PAYMENT TERMS

11.1 Payment of specified percentage of the price as stated in clause 5 of Section -2 (Tender Information) shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

- (a) Invoice clearly indicating break up details of composite price i.e. Basic, GST, any other Duties and Taxes, Freight/Packing Charges etc.
- (b) Acknowledged Delivery Challan in original.
- (c) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
- (d) Proof of payment of Octroi/ entry tax etc., if applicable.
- (e) Test certificates of major equipments.

Note :-1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice/Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.

- 2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR -3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- 3) TDS/TCS shall be deducted at the prescribed rate, if any (as the case may be)
- 4) BSNL can adjust/forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.
- 5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

11.2 The balance payment shall be released within 6 months from the date of supply of the equipment in case there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

11.2.1 100% Payment (in place of Payment % specified in clause 11.1 above) may be made on delivery, provided that an additional Bank Guarantee for an amount equal to Balance Payment % of the value of supplies [specified in clause 11.2 above] valid for a minimum period of twelve months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In case purchaser intimates shortages/ damages in received stores to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period as requested by the purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at O/o

Executive Engineer (E), Shimla and shall be released only after the cases are settled in accordance with the provisions available in the Purchase Order/ Tender document.

11.3 A certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.

11.4 No payment will be made for goods rejected at the site on testing.

11.5 The bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-

- (a) Beneficiary Bank Name:
- (b) Beneficiary branch Name:
- (c) IFSC code of beneficiary Branch
- (d) Beneficiary account No.:
- (e) Branch Serial No. (MICR No.):

12. PRICES

12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below. 12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:

- a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
- b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
- c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

12.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

13. CHANGES IN PURCHASE ORDERS

13.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- (b) the method of transportation or packing;
- (c) the place of delivery; or
- (d) the services to be provided by the supplier.

13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14. SUB CONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:

- (a) forfeiture of its performance security,
- (b) imposition of liquidated damages, and/ or
- (c) Short closure of the contract in part or full and/ or termination of the contract for default.

15.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the supplier shall:

- (a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2 Section-5A as per provision given below:
- (b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause) at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.
- (c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.
- (d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.

- (e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 Part A & Part B.

15.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

16. LIQUIDATED DAMAGES

16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 below.

16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:

(a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.

(b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the tender approving authority, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.

(c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.

(d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).

16.3 In cases where the scheduled delivery period is distributed month-wise or is in instalments, the liquidated damages shall be imposed for delay in each scheduled month/ instalment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ instalment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ instalment but there is delay in month-wise/ instalment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ instalments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ instalment.

16.4 Deleted

17. FORCE MAJEURE

17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

18. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT

18.1 In case of default by Bidder(s)/ Vendor(s) such as

- (a) Failure to deliver and/ or commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section;
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) Equipment does not perform satisfactory in the field in accordance with the specifications;
- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

19. Clause deleted.

20. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5lakhs)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided here under:

- (1) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

(2) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 Lakh to Rs. 5 Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 Crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

(3) Neither party shall appoint its serving employee as arbitrator.

(4) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed denovo.

(5) Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

(6) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs.5crores.

[29B. Fast track procedure – (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section(3).

(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;

(b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;

(c) An oral hearing may be held only, if, all the parties make a request or if the arbitral

tribunal considers it necessary to have oral hearing for clarifying certain issues;

- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- (4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.
- (6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]
- (7) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Up to Rs. 5 Crores	Within 6 months (Fast Track procedure)
Above Rs. 5 Crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

- (8) In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.
- (9) The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case maybe).
- (10) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

- II. Following Arbitration Clause may be incorporated in Contracts POs, APOs, Tenders, EOIs, etc. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall

bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

III. APPLICABLE LAW AND JURSDICTION

(a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

(b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in anyway.

(c) The venue of arbitration shall be BSNL CO New Delhi and/or Circle/SSA HQ or the office of the Arbitrator situated at New Delhi or at the respective Territorial Circle/SSA HQ as the case may be.

21. SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

22. INTIMATION OF SUPPLY STATUS

The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to MM and the concerned User Branches of BSNL.

23. DETAILS OF THE PRODUCT

The bidder should furnish the name of its collaborator (if applicable), brand name, model number and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

24. FALL CLAUSE

24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section-5A. Further, if at any time during the contract

- i. It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/service;

And / or

- ii. The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

24.2 The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery

period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.

24.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."

24.4 In case under taking as in Clause 24.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

25. COURT JURISDICTION

25.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO have been issued. Accordingly, a stipulation shall be made in the contract asunder.

"This Contract/ PO is subject to jurisdiction of Court at Shimla only".

26. General Guidelines:-

"The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods and services and contract management respectively may also be referred to as guiding principles".

SECTION –5 Part B
SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

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

1. EARNEST MONEY

1.1 VALUE

The amount of earnest money to be deposited with each tender is 2% of the estimated cost put to the tender subject to a maximum of Rs. 2 Crores. Earnest money will be acceptable in the form of CDR/FDR/DD/BG.

1.2 VALIDITY PERIOD

The validity period of the Earnest Money Deposit is kept 30 days beyond the tender validity e.g. 90 +30 = 120 days, if the tender validity period is 90 days.

1.3 EXTENTION 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 tenderer 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.

2. CURRENCY OF CONTRACT

- a. The contract shall be valid for issue of LOI for 12 months for PART-A, PART-B & PART-C including 25% deviation if any, after the date of its acceptance. The ordering quantity can be increased up to the extent of 25% (deviation limit) without the consent of the firm. The firm shall execute such quantities at the rate quoted in the tender without any change in terms and conditions of the contract.

Operation of Master and Individual agreements shall be governed as follows:

- i) The Master Rate Contract agreement (Separate for PART-A. Supply Portion PART-B ITC Portion & PART-C AMC Portion) shall be framed in the O/o EE (Elect.), Shimla which shall be signed by the authorized representative of the firm within 15 days of issue of the acceptance letter.
- ii) For PART-A- Supply Portion , PART-B ITC Portion & PART-C AMC Portion :- Individual Letter of Intent (LOI) shall be issued by SE (Elect.), Shimla to the firm giving details of site, number of units required, name of concerned Executive Engineer (E) and other details.
- A. Operation of Individual agreements shall be governed as follows:
- a. EE shall draw separate individual agreements for “Supply” portion, “ITC” portion & “AMC” Portion based on above letter of intent and firm has to sign the agreement within 15 days of issue of award letter by EE.
- b. Date of start of PART-A. Supply Portion, and PART-B. ITC Portion agreements shall be the date of issue of LOI and time allowed to carry out the work shall be 03 Months counted thereafter as per terms of this NIT. Date of start of PART-C AMC portion agreement will be after one year of successful initial acceptance testing and time allowed to carry out the work shall be counted thereafter as per terms of this NIT

- c. LOI for PART –A & PART-B will be issued only after receipt of Performance guarantee against Master Agreement. LOI for PART-C will be issued however Performance guarantee shall be deposited/submitted against Master Agreement before 15 days of expiry of warranty period.
- d. Individual agreement shall be operated independently without co-relation with the other individual agreements for the purpose of payment, S. D., extension of time, closing of contract etc. as per terms and conditions of individual agreement. If the Firm fails to commence any work, the Proportionate amount PG of the individual work shall be forfeited.
- e. EMD deposited at the time of submission of tender shall be released after receipt of performance guarantee for Supply Portion as well as for ITC Portion agreement.
- f. S.D. and other deposits as per terms and conditions of individual agreement shall be kept with the concern EE (E) and refunded / adjusted as per relevant clause of individual agreement.

SECTION –5 Part C
General Conditions of AMC

1. CURRENCY OF CONTRACT

- a. The currency of contract shall be 72 months (6 years) which shall come in force after successful completion of warranty period.
- b. The Department reserves the right to terminate the contract by giving show cause notice of one-month duration at any time during the currency of the contract.

2. Annual Maintenance Contract (AMC):

- a) AMC shall come into effect after completion of warranty period and shall remain valid for 72 Months. Warranty of equipment/ Units/ terminals shall start from the date of acceptance by the consignee of the last batch of equipment/Units/terminals in the Circle.
- b) Terms and conditions of AMC shall be applicable during Warranty period including imposition of penalties except that no charges for services provided under Warranty/ extended warranty shall be payable. Amount for penalties will be deducted from the pending payments against supplies or if that amount is insufficient then by invoking the PBG available against supply or AMC or from the charges due for AMC.
- c) It shall be mandatory for the bidders to undertake the Annual maintenance contract for 72 months to be signed at the time of acceptance of APO for entire quantity proposed to be ordered. The selected bidder has to submit a signed copy of the AMC agreement along with the A.P.O.
- d) For this purpose the bidder shall quote all-inclusive Comprehensive AMC charges for each year. However GST shall be paid extra as applicable. AMC charges shall be included in evaluation of price bid, by applying a discounted rate of 12% per year to arrive at the NPV (Net Present Value). ~~The quote for AMC should be as a % (percent) of equipment cost (excluding duties and taxes CENVAT-able i.e. net cost to BSNL) and it is mandatory to quote yearly charge in Rs. in a column in Section 9 of tender document.~~ The bidder shall establish at least one Nodal Repair Center in the country or each region/circle of BSNL within a period of 4 months (from the date of placement of PO).
- e) The bidder shall submit a performance bank guarantee towards fulfilment of obligations under AMC, equivalent to 2% of the cost of equipment as per P.O. or the first year AMC charge pertaining to that Circle whichever is higher, in a prescribed proforma. The PBG shall be submitted at least two months in advance of date of start of AMC. The PBG shall be valid for a period of 84 months to cover one year or as specified over and above the 72 months AMC period. The PBG shall be extendable for a further period as required if there is any delay in start of AMC for any reason. For the additional equipment, the amount of PBG shall be increased at the same rate as indicated above, within a time period of one month of the date of such equipment getting covered under AMC.
- f) In case the supplier fails to repair the faulty equipments/ terminal/ units and deliver the repaired one in the site within stipulated turnaround time of 24 Hours, it shall be liable to

pay penalty at the rate as defined in the bid document Rs.250/- per equipment/ PCB/ Assembly/ Sub-assembly/Terminal/ unit per Hour for 1st day and Rs.500/- per equipment/ PCB/ Assembly/ Sub-assembly/Terminal/ unit per Hour for subsequently day thereafter or part thereof for the entire period counted from the date of making over the faulty equipment/ Units by BSNL to suppliers/ designated courier to the actual date of delivery of repaired Units including Saturday, Sunday and holidays. Capping on penalty will be 25% of the AMC value for the corresponding period or as decided on case-to-case basis of the AMC value for that period.

Note:-The aforesaid clauses are to be incorporated in Procurement Manual as a guiding factor for AMC and aimed to achieve smooth and proper working of the equipment during its predicted life span with practical workable approach without increasing the cost considerably. The terms and conditions may undergo change as per requirement of the procurement. The concerned authority preparing tender conditions should also include the agreement for Comprehensive Annual Maintenance Contract detailing the post warranty and within warranty period maintenance obligations as well as scope of work.

3. MISCELLANEOUS

- a. Any damage to the installation(s)/building due to the carelessness on the part of firm's staff shall be the responsibility of firm and shall be replaced/rectified without any extra cost.
- b. Any accident or damage will be the responsibility of agency and the Department will not entertain any claim, compensation, penalty etc on this account or on account of non-observance of any other requirement of law relevant to his work.
- c. The workers engaged by firm should maintain proper discipline and good behaviour with occupants. The firm shall not depute such workers at the site, whose behaviour is found improper.
- d. The agency will provide the workers with necessary Tools & Plant, Testing and safety equipments.
- e. Agency has to observe all the labour rules and regulations in force and indemnify BSNL against any claims whatsoever, either from this clause or any other clause in the contract.
- f. Firm shall issue ID card to their workforce whenever they enter premises for bonafide work. Nobody shall be allowed entry without work and nobody will be allowed overnight stay without work.
- g. Dismantled materials shall be returned to the BSNL except those items for which the replacement is supplied by the agency.
- h. The contractor has to keep all the units, neat and clean to avoid any accident and / or fire hazards.
- i. Firm should have round the clock contact telephone number. In case of Emergency, contractor and authorized engineer supervisor shall be available at site on short notice from engineer-in-charge and make all efforts to make the situation normal at the earliest.
- j. Firm is responsible to keep workable spares and consumables for due performance of the contract. For critical spare parts, firm shall have arrangement with dealers for prompt supply.
- k. Any material used/replaced by the Firm for the work shall have same specifications. Alternate Make shall be allowed, only after prior approval of the Engineer in charge.

SECTION-6
UNDERTAKING & DECLARATION

6(A) - For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents as well as BSNL EW 8 & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/SD deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:Signature of Tenderer

Place:.....

Name of Tenderer.....
Along with date & Seal

6(B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is "I.....s/o.....r/o.....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."

Signature of the tenderer

With date and seal

SECTION- 7
PROFORMAS

7(A) For the BID SECURITY / EMD Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

1. Whereas M/s..... R/o.....(Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs...../- (hereafter known as the "B. G. Amount") valid up to/...../ 20..... (hereafter known as the "Validity date") in favour of write the name of authority in whose name the EMD/Bid Security is to be made(may be modified accordingly) for participation in the tender of work of..... vide tender no.....Now at the request of the Bidder, We.....Bank.....Branch having (Address) and Regd. Office address as (Herein after called 'the Bank') agrees to give this guarantee as hereinafter contained:
2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (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 the 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 the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding 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 bidder(s) shall have no claim against us for making such payment.
4. We 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 BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest 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 bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(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 Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(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.

- 6. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (EF) O/O the CGMT BSNL HP Telecom Circle Shimla" payable at Shimla.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank
 Authorized Power of Attorney Number:
 Name of the Bank officer:
 Designation:
 Complete Postal address of Bank:

 Telephone Numbers
 Fax numbers.....

7(B) For the Performance Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance guarantee.

1. Whereas Ex. Engineer (Elect.) R/o
(hereafter referred to as (may be modified accordingly) has issued an APO
 no. Dated...../...../20.....awarding the work of
 to
 M/s.....R/o.....hereafter referred to as
 "Bidder") and has asked him to submit a performance guarantee in favour of (may be
 inserted)of Rs./- (hereafter referred to as "P.G. Amount") valid up to
/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We

Bank.....Branch having.....(Address)

And Regd. Office address as

(Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same`
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim`
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date`
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor`

Contractor

EE (EP)

- 6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (EF) O/O the CGMT BSNL HP Telecom Circle Shimla" payable at Shimla.

THE BANK GUARANTEES THAT THE BELOW MENTIONED OFFICER WHO HAVE SIGNED IT ON BEHALF OF THE BANK HAVE AUTHORITY TO GIVE THIS GUARANTEE UNDER ITS DELEGATED POWER.

PLACE:

DATE:.....(SIGNATURE OF THE BANK OFFICER)

RUBBER STAMP OF THE BANK

AUTHORIZED POWER OF ATTORNEY NUMBER:

NAME OF THE BANK OFFICER:DESIGNATION:COMPLETE

POSTAL ADDRESS OF BANK..... TELEPHONE NUMBERS FAX NUMBERS.....

7(C) For Letter of Authorization for attending Bid Opening Event.

(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no.....In respect of (Item of work) which is due to open on..... (date) In the Meeting Room, O/o.....We hereby authorize Mr. / Ms.& Mr. / Ms.....(alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative

.....
Signature of Bidder/ Officer authorized to sign

Name Of the Representative on behalf of the Bidder

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

- Note 1: Only one representative will be permitted to attend the Bid opening.
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

7(D) Model Amendment Letter Intimating Conditions for Extension of Delivery Period
(Refer to Appendix (i) to clause 15.3 of Section-5 Part A)

Registered A Due
Address of the purchaser

To

M/s

.....

Sub: This office contract no..... dated placed on you for supply of
.....

Ref :Your letter no..... dated

We are in receipt of your letter, wherein you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. In view of the circumstances stated in your above referred letter, the time of delivery can be extended from _____ (original/ last delivery period) to _____

(presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

- 1.That, liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
- 2.That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section-5 Part A.
- 3.That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 12 and 24 of Section 5 Part A and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E.no.) from the date of its opening, on whichever is lower basis.
- 4.An additional BG of Rs.....in accordance with clause 15.3, Section-5 Part A of the contract with validity up to _____.
- 5.An undertaking as required vide clause 24.3, Section-5A. Otherwise furnish the details as requisite in clause 24.4 section 5 Part A”.

Please intimate your acceptance of this letter along with the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,
(.....)

For and on behalf of.....

Note: The entries which are not applicable for the case under consideration are to be deleted.

Contractor

EE (E)

7(E)- Model Amendment Letter for Extension of Delivery Period

Appendix (ii) to clause 15.3 of Section-5 Part A

Registered Acknowledgement Due

Address of the purchaser

To

M/s

.....

Sub :This office contract no..... dated placed on you for supply of

Ref : 1. Your letter no..... dated

Requesting DP extension

2. This office letter no. dated intimating conditions for DP extension

3. Your letter no..... dated accepting the conditions for DP extension

In your above letter under reference (1), you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2). In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from _____(last delivery period) to _____ (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

(a)Liquidated damages shall be levied in accordance with agreed clause 16.2& 16.3 Section-5 Part A of terms and conditions of the tender/ PO.

(b)Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section- 5 Part A.

(c)The prices during this extended delivery period shall be governed as per clauses 12 and 24 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.

The letters under reference above and this letter shall form part and parcel of agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)

for and on behalf of.....

Copy to :

.....

(All concerned)

Note:- The entries which are not applicable for the case under consideration are to be deleted.

7(F) SELF DECLARATION BY THE FIRM FOR NOT BLACK LISTED BY GST AUTHORITIES

I/ We.....(Name of firm).....(Address) having GST Registration No.....hereby declare that we have not been black listed by the GST authorities. Our other GST Nos. are as under(if applicable)-

- (i).....
- (ii)
- (iii)

Signature of the tenderer
With date and seal

7(G) INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as "The Principal"

and

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure.

Section 4 – Compensation for Damages

(i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 – Previous transgression

(i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

(i) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.

(ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.

(iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no

obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

- 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10 – Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

For the Principal

For the Bidder/Contractor

Place.....Witness 1 :
DateWitness 2 :

SECTION- 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire (To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/Firm:.....
2. Present Correspondence Address
.....
.....
Telephone No. Mobile No. FAX No.
3. Address of place of Works/
Manufacture
.....
Telephone No. Mobile No.
4. State the Type of Firm: Sole proprietor-ship/partnership firm/(Tick the correct choice):
Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):
.....
7. Permanent Account No.:.....
8. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address.....

B) Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/No.

If Yes, Give details

.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/No.

If Yes, Give details

.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

Name of the tendered Item	Qty that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the tender document.

.....
.....
.....

Place.....

Signature of contractor

Date.....

Name of Contractor.....

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 therefrom, 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

ctor

EE (E)

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 Clause

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 authorised 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 $1/8^{\text{th}}$ of the whole of work before $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed; $3/8^{\text{th}}$ of the work before $1/2$ of such time has elapsed, and $3/4^{\text{th}}$ of the work, before $3/4^{\text{th}}$ 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

Contractor

EE (E)

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 authorised 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 authorised representative does not remain present at the time of such measurements after the contractor or his authorised 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 authorised 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 authorised 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 authorised 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

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- 7.1 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 specialised 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 realised 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

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 upto 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 or

- 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 than 18 (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 than 10% 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 :-
- Gross value of work done upto this quarter :(A)
 - Gross value of work done upto the last quarter :(B)
 - Gross value of work done since previous quarter (A-B):(C)
 - Extra items paid as per Clause 12 & 12A based on:(D)
Prevailing market rate during this quarter
 - Cost of work (W) for which escalation is applicable

$$W = 0.85 M [\text{Where } M = (C - D)]$$

- 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.For internal/external Electrical Works
& other specialized 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:-

$$V_M = W \times \frac{X_M}{100} \times \frac{MI - MI_0}{MI_0}$$

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_0 - 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.
- 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 .
 - 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 .
 - The compensation for escalation for labour shall be worked out as per the formula given below:-

$$V_L = W \times \frac{Y}{100} + \frac{LI - LI_0}{100} \times W$$

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_0 - 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 deductible 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) on 13.2 (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 contractor

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- 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.

14.2The 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

- 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 authorised 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 authorised 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 thereof 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-in-charge 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 security 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

Contractor

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- 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, notwithstanding 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

Contractor

EE (E)

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

Contractor

EE (E)

It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorisedly 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

EE (E)

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

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.

Changes in Firm's
Constitution to be
intimated

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

Contractor

EE (E)

**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 thereunder 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 alleged patent or design rights and shall pay any royalties which may be payable in respect of 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 therefrom, 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

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 of 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 finalisation 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 finalisation 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 of money due and payable to the contractor (including the security deposit returnable to him) 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 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.

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

34.3Remedy 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 thereof 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 unequally and if the height of the platform 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 platform 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 (11 1/2") for ladder up to and including 3m (10 ft) in length. For longer ladders, this width should be increased at least 1/4" 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 it 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

Contractor

EE (E)

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 some 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

Contractor

EE (E)

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.

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 _____

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 / <small>designation</small>	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

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	
1	2	3	4	5					6
				1	2	3	4	5	

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

Contractor

EE (E)

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

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. SI 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

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

Contractor

EE (E)

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 behaviour.
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.

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

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

**SECTION-9 Part-A
BID FORM**

To
.....
<complete address of the purchaser>
.....
.....

From,
.....
<complete address of the Bidder>
.....
.....

Bidder's Reference No:..... Dated.....

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of.....days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated:day of20..

Witness
Name.....
Address.....

Signature
Name Signature.....In the capacity of.....
Duly authorized to sign the bid for and on
behalf of.....

SECTION-9 Part-B
PRICE SCHEDULE

Sl. No.	Item Description	Quantity	Units	Basic unit price excluding all taxes & charges in Rs.	FF PACKING AMOUNT	Net Present Value =((5+6)/(1.12^No. of Year after Installation) (Only for AMC works) in Rs P	CGST RATE in %	CGST AMOUNT	SGST RATE in %	SGST AMOUNT	IGST Rate in %	IGST Rate AMOUNT	All inclusive unit cost in Rs. = (7+((9+11) or 13))	Total Amount inclusive of all levies and charges in Rs. =(3x14)	Per Unit amount of Input tax Credit (ITC) to available to BSNL in Rs P = ((9+11) or 13)	Total amount of Input Tax Credit (ITC) to be availed by BSNL in in Rs. =(3x16)	Unit Price excluding Input Tax Credit amount (Net cost to BSNL per unit) for deciding L1	Total amount inclusive of all levies and charges but excluding Input Tax Credit for deciding L1	TOTAL AMOUNT In Words	HSN/SAC CODE
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1.1	<p>1. PART-A: Supply Portion</p> <p>Supply of factory assembled factory tested not less than 7 TR High Precision Micro processor based air cooled AC package units having Sensible Heat Factor (SHF) of not less than 0.90 and Energy Efficiency Ratio (EER) of not less than 2.90 complete with upward/downward flow, Electronically commutated motor for evaporator blower with motorized volume control damper, suitable mesh in the return air path having energy efficient high technology with scroll hermetic sealed compressor(s) working on R407C refrigerant, comprising of indoor & outdoor units with all components including</p>	8	Nos.																	

Contractor

EE (E)

	<p>{refrigerant pipes for Liquid and Hot Gas lines, Four core 2.5 Sq.mm Copper conductor cable (PAC Indoor unit to Outdoor unit) up to 12 meters including initial Gas Charging, supply of controls, interlocking, electrical accessories, SPP (for all three phase motors), voltage & current indications, sequential controls, communication port with suitable protocol to suit BMS compatibility, air cooled condenser with fans each directly driven by motor, having a matching heat rejection duty with heat rejecting coil constructed from copper tubes with expanded aluminium fins, MCBs, safety valve, pressure release valve, data/ communication cable between units, unloading, shifting to site etc. complete as per detailed specifications attached as required. AC package must be as per prototype approval by BSNL CO ND.</p>																
<p>2.1</p>	<p>2.0 PART-B: ITC Portion Installation, Testing and Commissioning of above 7 TR air-cooled High Precision AC package units complete with all components, air cooled condenser, including laying of refrigerant piping, cable, charging of required quantity of refrigerant, condenser/data communication cable between units etc. as required on existing</p>	<p>8</p>	<p>Jobs</p>														

	framework for item at Sr. No. 1 of Part-A.																	
2.2	Supplying and fixing of copper refrigerant piping of minimum 18 G (1.2 mm) thickness of following sizes with all accessories including cutting, bending, jointing, brazing & painting etc. for hot gas and liquid lines of a single circuit, on existing MS angle tray including insulating the refrigerant lines inside AC area with suitable fire retardant polythene foam complete as per specifications attached.																	
2.21	a). Hot Gas Line, 7/8" nominal dia.	40	Mtrs															
2.22	b). Liquid Line, 5/8" nominal dia.	40	Mtrs															
	Note: The length of refrigerant pipes for hot and cold lines shall be included up to 12 mtrs in Part-A/ Item No-1. Circuit lengths (for liquid line/ hot gas line) falling in the range of 10 to 14 mtrs will be measured as 12 mtrs and are not subjected to price adjustment. Where site conditions warrant provision of liquid refrigerant and hot gas refrigerant pipe of lengths which are more than 14 mtrs & less than 10 mtrs suitable price adjustment shall be made for additional/ reduced length. 2. In case of multiple circuits only single circuit will be measured.																	
2.3	Supplying and laying following size of PVC																	

	insulated PVC sheathed armoured cable of 1.1 KV grade on the wall/existing trench, existing cable trays i/c interconnections, end termination etc. complete as required.																
	a) Four core 2.5 Sq.mm Copper conductor cable (PAC Indoor unit to Outdoor unit)	80	Mtrs.														
	Note:-The length of armoured copper cable along with 1 x 4 mm dia. copper wire for condenser shall be included up to 12 mtrs with suitable lugs & glands for each condenser in Part-A/Item No-1. Circuit lengths falling in the range of 10 to 14 mtrs will be measured as 12 mtrs and are not subjected to price adjustment. For circuit lengths which are more than 14 mtrs & less than 10 mtrs suitable price adjustment shall be made for additional/ reduced length.																
2.4	Providing MS structure for Outdoor Units/refrigerant pipe & cables made out of solid channels/angles/flats etc i/c cutting, welding, grouting, fixing with hardware & painting etc as required.	800	Kgs														
2.5	Providing plumbing work for humidification circuits and drainage requirements including supply of ISI marked Class-I SDR-11 CPVC Pipes (Chlorinated Polyvinyl Chloride material as per IS-15778) with threaded fittings such as bends, reducers, adapter, elbows, tees, unions, coupler, end caps,																

	flanges etc. for water connection of various components of the system complete with plumbing work by applying cleaner, solvent cement, primer, teflon tape & various size of metal clamps for fixing pipes etc as reqd.																	
2.51	a) 25 mm Dia	80	Mtrs															
2.52	b) 40 mm Dia	80	Mtrs															
3.1	3.0 PART-C: CMC Portion Comprehensive maintenance of the 7 TR microprocessor based air-cooled Precision package AC unit (after the warrantee period) including all items covered under Part-A & Part-B as per the specifications/conditions of contract & as per the details given in relevant sections by deploying the required staff including specialized man power and by arranging required spares, refrigerant gas, tools and plant etc.to keep the AC unit & connected equipments operational up to the required standards complete as required. Note: - 1) Operation of AC unit is not included in this item. 2) Warranty period /Defect liability –a) 12 Months for complete as required																	
3.11	Second Year (First Year covered under defect liability/warranty period.)	96	Unit Months															
3.12	Third Year	96	Unit Months															

3.13	Fourth Year	96	Unit Months															
3.14	Fifth Year	96	Unit Months															
3.15	Sixth Year	96	Unit Months															
3.16	Seventh Year	96	Unit Months															
Total in Figures (Excluding Input Tax Credit)																		
Quoted Rate in Words																		

Notes for bidder

1. Bidder must mandatorily quote for all GST components (CGST, SGST or IGST) as required.
2. If annual maintenance contract charges are required to be quoted as per SOR, basic charges should be shown in column 5& the Goods and Service Tax (GST) in col. 8 to 13.
3. The bidder who submits the offer with concessional Goods and Service Tax (GST) shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the goods/services.
4. In case, dealer is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in column 8 to13, 16 and 17.
5. The FF & packing amount quoted shall not be subject to change after bid evaluation /ordering on account of change of copper, Lead base price, change in duties & taxes of item etc.
6. Bidder must mandatorily mention HSN & SAC numbers.

Declaration by Bidder

1. We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date.
2. We hereby certify that HSN/SAC shown in column 21 are correct & credit of GST for the amount shown in column 17 above are admissible as per GST Laws.

--- END OF TENDER DOCUMENT ----