

**TENDER DOCUMENT**NIT NO. :- **29/EEE/BSNL/DMP/2018-19**NAME OF WORK :- **Replacement of faulty items from 25 KVA Transformer at Aboi hill Exchange, Mon District Nagaland SSA.****INDEX**

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Certified that this Draft NIT contains pages **133 (One Hundred Thirty Three Only)** pages including Standard Form BSNL EW 8 (General Conditions of Contract for BSNL Works).



**भारत संचार निगम लिमिटेड**

(भारत सरकार का उपक्रम)

**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)

1. NAME OF WORK :- **Replacement of faulty items from 25 KVA Transformer at Aboi hill Exchange, Mon District Nagaland SSA.**
2. NIT AMOUNT :- **Rs 58810/-**
3. EMD :- **Rs. 1176/--**
4. Last date of sale of Tender :- **09/03/2019**
5. Last Date & time of receipt of Tenders :- **11/03/2019 up to 15=00 Hrs**
6. Date & time of Opening of Tenders:- :- **11/03/2019 at 15=30 Hrs.**
7. To whom issued :-

Signature of the Tender issuing officer.

Designation.....

(For & On behalf of BSNL)

**UNDERTAKING**

(To be furnished by the firm before quoting)

1. I/We do hereby undertake to have gone through the terms & conditions/Clauses of the Form EW8 being adopted by the BHARAT SANCHAR NIGAM LIMITED (Electrical Wing) & agree to abide by the same.

(Signature of the contractor with seal)

**BHARAT SANCHAR NIGAM LIMITED**  
**O/o the Executive Engineer (E)**  
**BSNL, Electrical Division, 2<sup>nd</sup> Floor, OC'05, GMTD Building,**  
**Dimapur -797112. Tel. No. 03862-235500**

**WEB NOTIFICATION**

**The Executive Engineer, BSNL Electrical Division, Dimapur on behalf of Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) invites sealed item rate tenders for the following work from the contractors satisfying the under mentioned eligibility conditions:**

SR. No.	NAME OF WORK	Estimated Cost.	EMD	TIME FOR Completion	Tender Cost To be deposited to A.O.(Cash) O/o GMTD Nagaland SSA. Rs
1	NIT No. 28/EEE/BSNL/DMP/2018-19 Replacement of faulty items from 25 KVA Transformer at Aboi Exchange, Nagaland SSA.	Rs 83500/-	Rs 1670/-	1 month	177/-- including GST
2	NIT No. 29/EEE/BSNL/DMP/2018-19 Replacement of faulty items from 25 KVA Transformer at Aboi hill Exchange, Mon District Nagaland SSA.	Rs 58810/-	Rs 1176/-	1 month	177/-- including GST
3	NIT No. 30/EEE/BSNL/DMP/2018-19 Providing CC Foundation, Shifting, Installation, Testing & Comssioning of 1X20kva DEA set with MS Silent Canopy from BSNL OCB Dimapur to Chare BTS under Mokokchung Divison under Nagaland SSA.	Rs 98512/-	Rs 1970/-	1 month	177/-- including GST
4	NIT No. 31/EEE/BSNL/DMP/2018-19 Replacement of faulty items from 25 KVA Transformer at Half Nagarjan Dimapur, Nagaland SSA.	Rs 57000/-	Rs 1140/-	1 month	177/-- including GST
5	NIT No. 32/EEE/BSNL/DMP/2018-19 Replacement of faulty items from 25 KVA Transformer at Telephone Exchange Jalukie, Nagaland SSA.	Rs 88940/-	Rs 1779/-	1 month	177/-- including GST
6	NIT No. 33/EEE/BSNL/DMP/2018-19 Replacement of faulty items from 25 KVA Transformer at BSNL Station Sekruzu under Nagaland SSA.	Rs 80400/-	Rs 1608/-	1 month	177/-- including GST
7	NIT No. 34/EEE/BSNL/DMP/2018-19 Replacement of faulty items from 25 KVA Transformer at Tizit USO , Nagaland SSA.	Rs 84000/-	Rs 1680/-	1 month	177/-- including GST

A] Eligibility Criteria: -

The Contractors satisfying the following conditions.

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

AND

1.2 BSNL enlisted contractors in Electrical category of respective class as per their tendering limits.

**B] General Conditions for all Works:**

- i) Documentary proof of satisfying the above conditions, **Chartered Accountants Certificate towards deposit of Income Tax, CA certificate for turnover, Valid GST Registration, EPF registration, valid ESI registration, PAN card, Valid Electrical License, Self declaration by Contractor that he is not blacklisted by GST authorities** to be furnished at the time of submission of Tender.
- 1 **PERFORMANCE GUARANTEE:** The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of bank guarantee of a Nationalized / Scheduled bank (in a standard format) / CDR / FDR / DD within two weeks from the date of issue of acceptance letter. This period can be further extended by the Engineer – in – Charge up to maximum period of two weeks on written request of contractor. The validity period of performance security in the form of performance bank guarantee shall be one year from the date of actual completion of work. The award letter shall be issued by Executive Engineer only after submission of Performance Guarantee. In case the contractor fails to deposit the said performance guarantee within the period, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
  - 2 **Security Deposit:** In addition to performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 5% of the contract value of the work.
  - 3 Conditions and tender forms can be obtained from the office of Executive Engineer [E]. Cost of tender document is **as given above (non refundable)** and should be in form of D.D. in favour of **AO (Cash), O/o GMTD, Nagaland SSA**, payable at Dimapur from schedule Bank as applicable. The Earnest Money should be in the form of demand draft/ FDR / BG/ CDR of Nationalized / Scheduled Bank, drawn in favour of **Accounts Officer (Cash) O/o GMTD, Nagaland SSA** and the Validity period of EMD is 120 days, from the date of opening of tender.
  - 4 Tender document can also be downloaded from the website [www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in) → Tender Notice → Electrical Wing.
  - 5 Validity of tenders shall be 90 days from the date of opening of tender.
  - 6 The tenderer should give undertaking regarding that the tenderer abides by the original standard BSNL EW Form 6/8.
  - 7 The tenderer shall submit the tenders in two sealed covers marked as 1st and 2nd with name of work. Both should be separate and they should not be enclosed in a common 3rd cover.
  - 8 a. If the tenderer quotes on the tender issued by the BSNL:
    - (i) 1<sup>st</sup> cover shall contain Earnest Money Deposit in the prescribed form.
    - (ii) 2<sup>nd</sup> envelope shall contain duly filled tender document.

The first envelope shall be opened first. The second envelope shall not be opened at all in case:-

      - (i) EMD is not in proper form.

If during the process of tender finalization, if it is detected that the tenderer has submitted tender documents after making any change /additions/deletions in the tender documents issued by the department, the offer shall summarily rejected and the EMD deposited by the tenderer shall be forfeited in addition to any other action as per prevalent rules.
  - b. If the tenderer quotes on the tender downloaded from the website:
    - (i) 1st cover shall contain tender cost in prescribed form, the attested credentials of the firm fulfilling eligibility criteria and the Earnest Money Deposit in the prescribed form. EMD and tender cost should be separate. The credentials shall be self attested and counter attested by any executive of BSNL/MTNL or Gazetted officer of GOI as applicable along with the application

on printed letter head for purchase of tender. If not counter attested then original documents shall be produced at the time of tender opening.

- (ii) 2nd envelope shall contain duly filled tender document.

The tenderer shall submit only the downloaded original computer print out of the document from Web site. The photo copy shall not be accepted.

The first envelope shall be opened first. The second envelope shall not be opened at all in case:-

- i) Tender fee is not submitted in proper form.
- ii) EMD is not in proper form.
- iii) Firm fails to fulfill eligibility criteria on the basis of document submitted in the first envelope.

If during the process of tender finalization, if it is detected that the tenderer has submitted tender documents after making any change /additions/deletions in the tender documents downloaded from the website, the offer shall summarily rejected and the EMD deposited by the tenderer shall be forfeited in addition to any other action as per prevalent rules.

- 9 If any difference / discrepancies found between the tender form issued by the Division office and the DNIT, the contents in Draft NIT issued from S.E. (E)'s office will be final & binding.
- 10 If the credentials are found fake or forged even during the process of scrutiny the offer shall not be considered at all and EMD shall be forfeited in addition to any other action as per prevalent rules.

Note:

- i) The Company or the firm or any other person is not permitted to tender for works in which his near relative(s) (directly recruited or on deputation in BSNL (Civil/Electrical) is/are posted in any capacity either non-executive or executive employee.
- ii) The tender documents shall not be sent through courier / post. The tender documents received through courier / post shall not be accepted at all.
- iii) If a holiday is declared on the tender opening day, the tender will be opened on the next working day.

Last date of receipt of application	:	<b>08/03/2019</b>
Last date of issue of tender	:	<b>09/03/2019</b>
Last Date of Submission of tender	:	<b>11/03/2019 (Up to 15:00 Hrs.)</b>
Date of opening of tender	:	<b>11/03/2019 (At 15:30 Hrs.)</b>

Executive Engineer (Elect),  
BSNL Electrical Division, Dimapur.

**No. 14/ EEE/BSNL/DMP/NIT/2019/63**

**Date: 25/02/2019**

Copy to: - For Information Please

1. The Sr. Chief Engineer (E), BSNL Electrical Assam/NE Zone, Guwahati.
2. The Superintending Engineer, BSNL Electrical Circle, Shillong.
3. The Executive Engineer (Elect.), BSNL Electrical Division, Guwahati/Agartala/Shillong
4. The Accounts Officer (E), BSNL Electrical Division, Dimapur
5. The AGM (IT), O/o The CGMT, NE-II Circle, Dimapur along with soft copy containing details of NIT for uploading in the website [www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in) for wider publication.
6. The Sub Divisional Engineer (E), BSNL Electrical Sub Division-I/II Dimapur/Imphal/Itanagar.
7. Notice Board.

Executive Engineer (E)

BHARAT SANCHAR NIGAM LIMITED.  
(A GOVERNMENT OF INDIA ENTERPRISE)  
Electrical Wing

Electrical Division :- Dimapur

Sub Division: Dimapur

**NIT No. 29/EEE/BSNL/DMP/2018-19**

NOTICE INVITING TENDER  
(As per Tendering Procedure in BSNL revised up to date)

Note: -

- i) For corrections on the Form BSNL EW - 6, kindly refer English version only.
- ii) In case of ambiguity in Hindi and English version, English version will prevail.

01. Tenders in the prescribed form are hereby invited on the behalf of Bharat Sanchar Nigam Limited, Dimapur Nagaland :

a)	<b><u>Name Of Work</u>: - Replacement of faulty items from 25 KVA Transformer at Aboi hill Exchange, Mon District Nagaland SSA.</b>
b)	<b><u>Division</u>: - BSNL ELECTRICAL DIVISION, DIMAPUR.</b>
c)	<b><u>Estimated Cost</u> :- 58810/-</b>
d)	<b><u>EMD</u> :- Rs. 1176/-</b>
e)	<b><u>Time</u>: - One Month.</b>
f)	<b><u>PERFORMANCE GUARANTEE</u>: - 5 % of the Contract Value of the work.</b>
g)	<b><u>Security Deposit</u> : - 5 % of the Contract Value of the work.</b>
h)	<b><u>COST OF TENDER DOCUMENT</u> : - <b>Rs.177/- (non refundable)</b></b>
	Tenders will only be issued to eligible contractors satisfying eligibility condition.

**BHARAT SANCHAR NIGAM LIMITED  
(A GOVT OF INDIA ENTERPRISE)  
ELECTRICAL WING**

Electrical Division :- Dimapur

Sub Division :Dimapur

**NIT No. 29/EEE/BSNL/DMP/2018-19**Certified that this tender schedule contain **133 pages** only

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

Tenders in the prescribed form are hereby invited on behalf of Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) for the work of **Replacement of faulty items from 25 KVA Transformer at Aboi hill Exchange, Mon District Nagaland SSA.**

**ESTIMATED COST: - Rs. 58810/-**

2. a) Printed forms of tender s consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of work's to be done and the set of conditions of contract to be complied and with by the persons whose tender may be accepted, can be purchased, at the Divisional / Sub divisional office between the hours of 1100 hrs and 1600 hrs. every day except on Sundays and public holidays on payment of **Rs.177/- (non refundable)** by D.D In favour of **AO (Cash), O/o the GMTD, Nagaland SSA.**

- b) The site for the work is available / or the site for the works shall be made available in parts.
- c) The tender forms can also be downloaded from the web site.
- d) Before tendering, the contractor shall inspect site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extend of grounds, working conditions, including stocking of materials, installation of T & P etc., and conditions affecting accommodation and movement of labour etc., required for satisfactory execution of contract. No claim whatsoever on such account shall be entertained by the BSNL in any circumstances.

3. Tenders which should always be placed in sealed covers with the Name of work written on the envelope will be received by the Executive Engineer (Elect). BSNL Electrical Division, Dimapur up to 1500 hours on dtd.**11/03/2019** and will be opened by him in his office on the same day at 1530 hours.

4. The time allowed for carrying out the work will be **"One Month"**.

5. Issue of tender form will be stopped two days before the dtd. **09/03/2019** fixed for opening of tenders. Tenders will be sold on working days. No tender will be sold after 1600 hours.

a) Earnest Money amounting to **Rs 1176/-** in the form of demand draft/ FDR / BG/ CDR of Nationalized / Scheduled Bank, drawn in favour of **Accounts Officer (Cash) O/o GMTD, Nagaland SSA** must accompany each tender and each tender should be in two sealed covers, one cover containing the EMD in proper form and other cover containing tender, super-scribed as "Tender for the work :- **Replacement of faulty items from 25 KVA Transformer at Aboi hill Exchange, Mon District Nagaland SSA.** and addressed to Executive Engineer (E), BSNL, Electrical Division, Dimapur.

- b) The Validity period of EMD is 120 days, from the date of opening of tender. In case of e-tendering, each tender should be in two sealed covers, first containing credentials for meeting the eligibility condition along with the cost of tenders and EMD in proper form, second cover containing tender documents. The credentials shall be self attested and counter attested by any BSNL /MTNL Executive or Gazetted Officer of GOI. If not counter attested as above then original documents shall be produced at the time of tender opening. After verification of contents of this envelop then second envelope containing the bid document shall be opened.
- c) The EMD of all the unsuccessful tenders shall be released on issue of award letter to the successful tenderer. This shall be done within one week of issue of award letter.
- d) Exemption from payment of earnest money and security deposit by any other unit/ department shall not hold good for BSNL.

a) The contractor should submit **Chartered Accountants Certificate towards deposit of Income Tax, CA certificate for turnover , Valid GST Registration, EPF registration, valid ESI registration, PAN card, Valid Electrical License, Self declaration by Contractor that he is not blacklisted by GST authorities** (self attested and counter attested by any Executive of BSNL/MTNL or Gazetted Officer of GOI) as applicable along with the application on printed letter head for purchase of tender.

b) The contractor shall submit and confirm his Permanent Account No. (PAN) issued by the Income-tax department.

6. **(a) Performance Guarantee:-** The contractor is required to furnish performance guarantee for an amount equal to 5% of contract value in the form of bank guarantee (of a Nationalized / Scheduled Bank in a standard format)/ CDR/FDR/DD within two weeks from the date of issue of award letter. The validity period of the performance security in the form of performance bank guarantee shall be one year from the date of actual completion of work.

**(b) Security deposit:** In addition to performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along, will amount to security deposit of 5% of contract value

**(c)** In case the Firm wish to submit combine guarantee (Performance Guarantee & Security Deposit) the same shall be accepted by the BSNL. No SD shall be deducted from the running bills. This amount shall be refunded after successful completion of maintenance period. The EMD deposited along with the tender shall be returned after submission of PG.

8. The acceptance of tender will rest with the **Executive Engineer (E)**, who does not bind himself to accept the lowest tender or any other tender and reserve to himself the authority to reject lowest or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. **Tenders with any condition including that of conditional rebate shall be rejected forthwith summarily.**
- 9) Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 10) The BSNL reserves itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
- 11) i) The tenderer should give a certificate that none of his/her relative is employed in BSNL. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be given by all the Directors of the company.
- ii) Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as:
- a. Members of a Hindu Undivided family.



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

The format of the certificate to be given is “ I ..... Son of Sh..  
 ..... Resident of  
 ..... hereby certify that non of my relative  
 (s) as defined in the tender document is /are employed in **BSNL** unit as per details given in  
 tender document. In case at any stage, it is found that the information given by me is false  
 /incorrect, BSNL shall have the absolute right to take any action as deemed fit /without any  
 prior intimation to me”.

(Seal of the firm)

(Signature of the contractor)

12. No employee in BSNL is allowed to work as a contractor for a period of two years of his retirement from service without the prior permission. The Contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of tender and engagement in the contractor's service.
13. The tender for works shall not be witnessed by the contractor who himself /themselves has /have tendered or who may and has/have tender for the same work. Failure to observe this condition would render tenders of the contractors tendering as witnessing the tender is/are liable for summarily rejection.
14. It will be obligatory on the part of the tenderer to sign each page of the schedule of work and the tender documents for all the component parts and after the work is awarded he will have to enter into a separate agreement for each component with the officer concerned.
15. Any tender not submitted in proper manner or if it contains too may corrections, overwriting of absurd rates, and absurd amount will be liable to be rejected and the BSNL will be at liberty to take such action as it may deem fit without any reference to the tenderer.
16. The tenders for the work shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which is not acceptable to the BSNL shall, without prejudice to any other right of remedy be at liberty to forfeit 50% ( Fifty percent only) of the said earnest money absolutely.
17. Extension of validity: In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request all tenderers to extend the validity of their respective tenders and the earnest money deposit by a reasonable period. In such cases,

extension of validity of earnest money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request of extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.

18. Unsealed tenders will be summarily rejected.

19. The contractor should read the tender documents carefully before submitting the tender.

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

21. The tenderer shall furnish a declaration to this effect ( In case downloaded tender) that no addition /deletion/correction have been made in the tender document submitted and is identical to the tender document appearing on website. Every page of downloaded tender shall be signed by the tenderer with stamp (Seal) of his firm /organization.

22. This Notice Inviting Tender shall form part of the contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting authority, shall, within 10 days from the stipulated date of start of the work, sign the contract consisting of:-

- a) The Notice Inviting Tender all the documents including additional conditions specifications and drawings if any forming the tender as issued at the time invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard form, BSNL EW-8.

### **23. Eligibility Criteria: -**

#### **AS PER NIT**

Signature of Divisional Officer/Sub –Divisional Officer

.....

For and on behalf of BSNL

Executive Engineer [E]  
BSNL, Electrical Division, Dimapur

## TENDER APPLICATION FORMAT (For Tender down loaded from Website)

To,  
The Executive Engineer (E),  
BSNL Electrical Division,  
Dimapur.

Subject:- **Replacement of faulty items from 25 KVA Transformer at Aboi hill Exchange, Mon District Nagaland SSA.**

NIT NO. :- **29/EEE/BSNL/DMP/2018-19**

As per tender publication advertised by your office and display of Notice Inviting Tender on web site <http://www.ne2.bsnl.co.in>. We are hereby submitting the following documents duly attested.

## ENVELOPE – I

S.N.	DOCUMENTS	DETAILS
1.	Tender Publication advertised on	
2	Name of Newspaper	
3	Tender due on	
4	Tender Application fee	
a.	Demand Draft No.	
b.	Date	
c.	Amount (Rs.)	
d.	Name of Bank and Branch	
e.	In favour of	<b>AO (Cash), O/o GMTD, Nagaland SSA</b>
5.	Earnest Money Deposit	
a.	DD / BG / PO No.	
b.	Date	
c.	Amount (Rs.)	
d.	Name of Bank and Branch	
e.	In favour of	<b>AO (Cash), O/o the GMTD, Nagaland SSA</b>

6.	Details of firm / Company	
a.	Name of firm / Company	
b.	Name of Proprietor / Partner / Managing Director	
c.	Address	
	Pin Code	
	Telephone	
	e- mail address	
d.	Electrical Contractor's License No.	
	Issuing authority	
	Class of Registration	
	Limit	
e.	Electrical Supervisor license No.	
	In the Name of	
	Qualification	
f.	Address of Branch / Head Office Name	
	In BSNL Division H.Q.	
	Pin Code	
	Phone	
	Mobile No	
	E-Mail Address	
7.	Income Tax Clearance Certificate/Chartered Accountant Certificate Date	
8.	GST registration No. & Date	
9	EPF Registration No.	
10.	ESI Registration No.	
11	Bank details of agency for RTGS/online payment	

	Bank Account No	
	Bank Name & Branch	
	IFSC code	

(Note:- Kindly fill the data whichever is applicable. Utmost care should be taken while filling the information)

12. Lists of 3 works carried out satisfactorily (Certified Officer not below the rank of Executive Engineer). (To be issued by the user on his printed letterhead to the tenderer)

This is to certify that the work has been completed satisfactorily as per details given in tender document / P.O.

Sl. No	Name of Work	Date of start	Date of Completion	Amount of work Done	Department and P.O. / Agreement No.

13. Annual Turn over ( to be issued by Chartered accountant on his letter head indicating following)

Sl. No	Financial Year	Annual turn over
1	<b>2016 – 2017</b>	
2	<b>2015 – 2016</b>	
3	<b>2014 – 2015</b>	

I ..... proprietor/ duly authorized representative of M/s ..... hereby certify that the information given above is true to the best of my knowledge and belief I have been duly authorized to sign and certify the documents. I understand that any wrong information/suppression of facts will disqualify us from being considered for the tender participation.

Place

Yours sincerely

(Signature)

Date

(Name in block letter)

Seal of firm

**DECLARATION BY CONTRACTOR****(To be given by Tenderers downloading the tender document from the web)**

This is to certify that:

- 1) I / We have submitted the tenders in the Performa as downloaded directly from the web sites which are same as available in the web site and there is no change in the format, no. of pages, etc.
- 2) I / We have not made any modifications / corrections / additions etc., in the tender documents downloaded from web by me / us.
- 3) I / We have checked that no page is missing and all pages as per the index are available and that all pages of tender document submitted by us are clear and legible.
- 4) I / We have signed (with stamp) **all the pages of tender** document before submitting the same.
- 5) I / We have stitched and wax sealed the tender documents properly before submitting the same.
- 6) I / We have submitted the cost of the tender along with EMD in the first cover as prescribed.
- 7) I / We have read carefully and understood the 'Conditions of Contract' and entire standard BSNL EW 6 / EW8 clauses and Performa form displayed in web site.
- 8) In case at later stage, if it is noticed that there is any difference in my / our tender documents with the original documents, BSNL shall have the right to cancel the tender / work, forfeit the Earnest Money / Security Deposit, take appropriate action as per the prevailing rules in force and BSNL shall not be bound to pay any damages to me / us on this account.

Dated.....

(CONTRACTOR)

(SIGN WITH SEAL)

**UNDERTAKING - A**

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

**(Seal of the firm)****(Dated Signature of Contractor)****UNDERTAKING REGARDING PROVISIONS - B**

"I,.....Son of. .... Resident of  
 ..... hereby give an undertaking that  
 \* I/ We have registered as per the EPF and Miscellaneous provisions Act, 1952 and our registration no is ..... We undertake to keep it valid during the currency of contract.

Any consequence arising due to non-complying of **EPF Act provision** shall be sole liability of the undersigned contractor. 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".

\* Strike out whichever is not applicable

**(Seal of the firm)****(Dated Signature of Contractor)****UNDERTAKING 'C'**

I/we hereby declare that I/We are not blacklisted by GST authority as on Date. I/We undertake to intimate change of status during the currency of contract.

PAN No.:.....

**GST Registration No:**.....

TIN Number:

**The Agency shall fill up the above data**

**(Seal of the firm)****(Dated Signature of Contractor)**

## BHARAT SANCHAR NIGAM LIMITED

STATE :- Nagaland CIRCLE:- NE-II  
 BRANCH:- Electrical DIVISION:- Dimapur  
 ZONE:- NE Sub-Division; Dimapur

## Item Rate Tender &amp; Contract for Works

Tender for the work of :- **Replacement of faulty items from 25 KVA Transformer at Aboi hill Exchange, Mon District Nagaland SSA.**

(A) To be submitted by **11/03/2019** 15=00 hours on **11/03/2019** to O/o EE(E) , BSNL Electrical Division Dimapur.

(i) To be opened in presence of tenderers who may be present at 15=30 hours

On **11/03/2019** in the office of O/o EE (E), BSNL Electrical Division Dimapur.

Issued to: - \_\_\_\_\_

(Contractor)

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

Designation \_\_\_\_\_

Date of issue \_\_\_\_\_

## TENDER

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

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

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

A sum of **Rs. 1176/-** has been deposited in cash/ receipt treasury Challan /deposit at call receipt of scheduled bank / fixed deposit receipt of scheduled bank/ demand draft of a scheduled bank / Bank guarantee in the Department's attached format as earnest money. If I/We, fail to furnish the



prescribed performance guarantee within prescribed period, I/we agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that BSNL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We hereby declare that I/we shall treat the tender documents drawing and other records connected with the work as secret/ confidential documents and shall not communicate information derived there-from to any person other than a person to whom I /we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated \_\_\_\_\_

Signature of Contractor

Postal address

Witness:

Address:

Occupation:

ACCEPTANCE

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

The letter referred to below shall form part of this contract Agreement: -

- a)
- b)
- c)

For & on behalf of the BSNL

Dated \_\_\_\_\_

Signature \_\_\_\_\_  
Designation \_\_\_\_\_

**INSTRUCTIONS FOR IMPLEMENTATION OF GST:**

1. The rates quoted must be full & final. Nothing extra is payable other than the quoted rates.  
GST shall be paid extra as applicable as indicated in the 'Schedule of Work'  
The Evaluation & Comparison of bids shall be done on the basis of **NET COST TO BSNL** on the prices of the Goods / Services offered alongwith all applicable Taxes, Packing, Forwarding, Freight & Insurance charges etc as arrived in "Schedule of Work" of the Bid document but excluding GST which is creditable to BSNL. If GST is not quoted separately same shall be treated as NIL and no payment shall be done on account of GST. The tender will be decided on the basis of quoted Basic Cost.
  2. Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as & when asked for.
  3. BSNL shall deduct statutory taxes and duties like income tax, etc. from payments due to the firm as per rules of the State/Central Govt. The Accounts Officer of the concerned SSA shall issue certificates for such deductions to the firm.
  4. For claiming the payment following documents shall be submitted:
    - a) Invoice clearly indicating breakup details of composite price ie Basic, GST any other duties & Taxes, Freight /Packing Charges etc
    - b) E-way bill as prescribed in the GST Law in case of movement of Goods
    - c) Proof of Payment of GST if applicable
    - d) Timely uploading of correct & necessary information on GSTN Portal is mandatory as prescribed in GST Compliances.
    - e) Declaration by the Authorized signatory duly authorized by the company management alongwith a certificate from an independent CA/CMA that the benefits of tax credits are transferred to BSNL
- Note:1) If the bidder fails to furnish necessary supporting documents ie GST invoice/Customs invoices etc & 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 bidder.
- 2) Tax amount will be paid to the bidder only after bidder declares the details of the invoices in its return in GSTR 1& GSTR 3 uploaded by the bidder& the same is reflected in GSTR-2A of BSNL on GSTN Portal.
5. In case the contractor is blacklisted during the currency of contract, BSNL will not bear any loss of Input Tax Credit arising due to default/blacklisting of Contractor.
  6. Bidder should furnish the correct HSN/SAC classification in the price schedule. If the credit for the Duties, Taxes & Ceases under provision /rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tarriff Head, then the bidder will be liable to refund such non-admissible amount, if already paid along with penalty & interest if charged by the concerned authority.

7. In case the Duties, taxes & ceases which are not eligible for Input Tax Credit as per the quotes indicated in the Price Schedule by the bidder & subsequently at any stage it is found that Credit for such Duties, Taxes & Ceases is admissible as per provision of GST law, then the bidder will be liable to refund the amount equivalent of such duties, Taxes & ceases if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation & BSNL has all the 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 GSTIN. However, the BSNL may allow the bidder 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.

8. BSNL 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 /Customs 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.

9. If the bidder fails to furnish necessary supporting documents ie Tax Invoices/Customs invoices etc in respect of Duties, Taxes & Ceases which are eligible for input tax credit, the amount pertaining to such Duties, Taxes, Ceases will be deducted from the payment due to the firm.

10. If the bidder fails to perform the necessary compliances which would in any manner restrict BSNL to claim input tax credit then the amount pertaining to such duties, Taxes & Ceases will be deducted from the payment due to the bidder.

11. If the bidder 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 & ceases will be deducted from the payment due to the bidder.

12. BSNL can adjust/ forfeit Bank Guarantee obtained from the bidder against any loss of input tax credit to BSNL on account of bidders default. In case BSNL has to pay GST on reverse charge basis the bidder would not charge GST on its invoices. Further the bidder undertakes to comply with the provisions of GST law as may be applicable.

13. The balance payment shall be made within a period of 6 months from the invoice date to ensure availability of input tax credit & subject to condition that there are no damage/shortages. In those cases where such shortages/damages are intimated to the bidder in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of contract. Further in case of any dispute on the payment to be made to the bidder, the same shall be settled on or before the month of September following the end of financial year to which the invoice pertains. Additionally, in case the dispute is not settled due to any act of the bidder & input credit on the said invoice is lost by BSNL, the same shall be recovered from the bidder.

14. BSNL has the right to recover input Tax credit loss suffered by it due to any mis-declaration on invoice by the bidder.

15. Any sum of money due and payable to the bidder (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 bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL. In case of set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the bidder. GST would not be liable on security deposit. But if bidder set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

16. The bidder should furnish the name of its collaborator(if applicable), brand name, model number, type of the products and HSN classification under GST and customs law 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.

**17. GST Invoice:**

17.1 All the details of bidder (name, address, GSTN / unregistered bidder, place of supply, SAC/HSN code etc.) and other mandatory details shall be mentioned on the invoice.

17.2 Invoice/Supplementary invoice/Debit note /Credit note/Receipt Voucher need to be issued in compliant format and within the time limit prescribed under GST law.

17.3 In case of any deficient / incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the bidder to issue credit note and take tax adjustment.

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

17.5 Registered location of both the parties i.e BSNL and bidder should be mentioned in the Agreement with GSTN No. Further, bidder should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise.

17.6 BSNL could at any time instruct the bidder to raise its invoices at a particular location of BSNL

17.7 It is the responsibility of the bidder to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the bidder shall intimate to BSNL and give adequate time before rising of the invoices.

17.8 E-waybill number should be mentioned on the invoices.

17.9 Bidder shall be responsible for timely issuance and delivery of Invoice / DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

17.10. (a) It is the responsibility of the bidder to ensure that outward supply return(GSTR-1) would be filled correctly .If not, than cost would be borne by bidder.

17.10.(b) Reporting of correct outward supply by bidder in the outward return(GSTR-1) is the responsibility of the bidder. In case of mismatch because of bidder's fault,prompt amendments must be made by the bidder else bidder would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by bidder includes (but is not limited to) the following:

17.10.b.(i)Uploading appropriate invoice details on the GSTN within the stipulated time.

17.10.b.(ii)Issuing GST compliant invoice/CN /DN.PO issued by BSNL should be referred by bidder for capturing information on the invoice.

17.10.b.(iii)Bidder needs to pay the entire self assessed Tax on timely basis.

17.10.b.(iv)Where Invoice is not uploaded or incorrect upload of invoice detail of GSTN by bidder then credit on such invoice will be given provisionally subject to matching.So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details of GSTN is to be submitted by bidder. Such changes wrt. the mismatch are required to be accepted by bidder within the time limit prescribed under the GST law. It should be noted that in case bidder does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the bidder.In case of mismatch because of bidder's fault, prompt amendments must be made by the bidder else bidder would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

17.10.b.(v)Bidder to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST. In case BSNL is unable to claim the input tax credit, the amount wrt GST charged by the bidder would be recovered from the bidder.

17.10.b.(vi)A self-declaration alongwith evidence that the bidder is not blacklisted by GST authority. In case supplier gets black listed during the tenure of BSNL contract,then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.

18. It shall be the responsibility of the bidder to mention state of place of goods/services in the invoice issued to BSNL.

19. GST(if applicable) on account of liquidated damages due to delay in supply of goods would be borne by bidder.

20.Payment against GST Credit will be made only when GST complaint Invoice is submitted by the bidder.

21.In case the bidder does not agree with the POS or HSN/SAC code stated on the POS,it is the responsibility of the bidder to approach/request BSNL to revise the PO.

22. Any further amendment notified by the government in GST Rules during the currency of contract shall also be applicable without any separate notice.

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

**GENERAL RULES AND DIRECTIONS**

1. All works proposed for execution by contractor will be notified in a form of invitation to tender displayed on Notice Board in select BSNL offices and signed by the officer inviting tender or by publication in News papers/internet (designated web page) as the case may be.
2. This form will state the work to be carried out, as well as the date of submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of performance guarantee to be deposited by the successful tenderer(s). Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the Officer inviting tender shall also be open for inspection by the contractor at the office of Officer inviting tender during office hours.
3. In the event of the tender being submitted by a firm it must be signed by the authorised signatory.
4. Receipts for payments made on account of work when executed by a firm, must also be signed by authorized signatory.
5. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort, including conditional rebates will be summarily rejected. However, tenders with unconditional rebate will be acceptable. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the works to which they refer written on the envelopes.  
The rates(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
6. The Officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same without any interest.
7. The officer inviting tenders shall have the right of rejecting all or any of the tenders, and, will not be bound to accept the lowest or any other tender.
8. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the concerned Accounts Officer.

9. The memorandum of work tendered for and the schedule of materials to be supplied by BSNL shall be filled and completed in the office of the Officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
10. The tenderer shall sign a declaration under the officials Secret Act, 1923 for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
11. Rates quoted by the Contractor in the tender both in figures and words shall be accurately filled-in so that there is no discrepancy in the rates written in figures & words. However, if a discrepancy is found the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written in either in figures or words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.
12. Performance Guarantee :- The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of bank guarantee of a Nationalized / Scheduled bank (in a standard format) / CDR / FDR / DD within two weeks from the date of issue of acceptance letter. This period can be further extended by the Engineer – in – Charge upto maximum period of two weeks on written request of contractor. The validity period of performance security in the form of performance bank guarantee shall be one year from the date of actual completion of work. The award letter shall be issued by Executive Engineer only after submission of Performance Guarantee. In case the contractor fails to deposit the said performance guarantee within the period, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.  
b) Security Deposit : In addition to the performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum be deducted till amount to security deposit of 5% of the contract value of the work.
13. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and words. In case of figures, the word 'Rs.' Should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, ' Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
14. **The bidder shall give the price inclusive of all taxes and excluding GST etc. No concessional form shall be provided by BSNL.** The contractor / supplier shall submit to BSNL necessary supporting documents for availing input Tax credit of GST by BSNL. In case the documents furnished by the firm are not accepted by taxation department then the amount of GST shall be deducted from the payments due to the firm.
- 15.A However, pursuant to the constitution (forty-sixth amendment) act, 1982, if any further tax or levy is imposed by statute, after the last date of receipt of tenders, and the contractors thereupon necessarily and properly pays such taxes/ levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not in the opinion of Contractor

Superintending engineer (whose decision shall be final and binding) be attributable to delay in execution of work within the control of contractor.

- 15 B In case of any statutory variation in regard to existing Taxex & duty, within the stipulated date of completion of agreement, the same shall be paid or recovered as per the actual against valid documentary proof. However, beyond this period Deptt will take advantage of any reduction in Taxex & duty but will not pay extra on account of increase in Taxex & duty.
- 15.C The contractor shall, keep necessary books of account and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of BSNL and further shall furnish such other information/document as engineer-in-charge may require.
16. The Contractor shall, within a period of 30 days of imposition of any further tax or levy in pursuant to the constitution of (forty sixth amendment) act 1982 give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
- 17. BSNL shall deduct income tax and other statutory deductions from payments due to the firm as per rules of the State/Central Government. The Accounts Officer of the concerned Division shall issue certificates for such deductions to the firm.**
18. The tender for the works shall not be witnessed by the contractor who himself / themselves has / have tendered or who may and has/have tender for the same work. Failure to observe this condition would render tenders of the contractors tendering as tending the tender is/are liable for summarily rejection.
19. Other agencies will also simultaneously execute the works like horticulture, external services, installation of telephone exchange equipment and other building works for the same project along with this work in particular.
20. The contractor shall afford necessary facilities for the same. No claim in the matter shall be entertained. Some restrictions may be imposed by the security staff etc. On the working and/or movement of labour, material etc., The contractor shall be bound to follow all such restrictions /instructions and nothing extra shall be payable on this account.
21. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-charge may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
22. No engineer of gazetted rank or executive of BSNL employed in engineering or administrative duties in an engineering department of the government of India/BSNL is allowed to work as a contractor for a period of two years of his retirement from government service without the previous permission of government of India/BSNL. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of government of India as foresaid, before submission of the tender or engagement in the contractor's service as the case may be.
23. Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as:
- a. Members of a Hindu Undivided family.



- b. They are husband and wife.
- c. The one is related to the other in the manner as father, mother, son(s) & son's wife(daughter-in-law), Daughter(s) & daughter's husband(son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother -in-law).
24. The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is(are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./Corporate office for non executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work, for proprietorship firm certificate will be given by the sole proprietor, for partnership firm, certificate will be given by the authorized signatory. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in retendering in the concerned unit.

**The format of the certificate to be given is**

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

(Seal of the firm)

(Signature of Contractor)

**CONDITIONS OF CONTRACT**

## Definition

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

- x. Market rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover , all overheads and profits.

Scope and  
Performance

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

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

Works to  
be carried

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

Sufficiency  
of Tender

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

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

Discrepancies  
& adjustments  
of Error

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

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

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

- 7.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the contractor from

the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

8.1 For rate contracts of Electrical Installation, Air Conditioning, Engine Alternator, Sub Station and Fire Detection works, work/quantities of item of works can be split amongst the lowest of three agencies who agree to the rates decided by BSNL in respect of 1 lowest in the following manner :

a. If the work stands distributed between the first three lowest tenderers, the proportion of work distributed shall be as below:-

50% to the lowest tenderer and remaining quantities to other two tenderers in INVERSE RATIO of their Evaluated price.

b. In case it is decided to split the work amongst the first two lowest firms, the proportion of work distribution shall be as follows:

a. 70% to the first lowest tenderer.

b. 30% to the second lowest tenderer.

In case the tenderers other than lowest tenderer do not agree to match the rates of L1 then 100% works shall be awarded to the lowest tenderer.

8.2 Based on the Master Agreement between BSNL and contractor individual LOI for works shall be issued by the competent authority. The individual agreement so executed containing all the terms and conditions of master agreement shall be treated as an independent agreement and any action, if required, to be taken shall be taken as per this individual contract.

8.3 In case of NIT for individual work there will be no split up of work and the entire quantity will be awarded to the lowest tenderer, if the firm has quoted as per terms and conditions of the NIT.

9  
Signing of  
Contract

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

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

## CLAUSES OF CONTRACT

### 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 up to 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

Contractor

for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the contract value. This will be released after an observation period of 12 months after the date of Completion of work along with 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

<p>Contractor Liable to pay Compensation even if action not taken under Clause 3</p>
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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 notwithstanding 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.

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<sup>th</sup> of the whole of work before 1/4<sup>th</sup> of the whole time allowed under the contract has elapsed; 3/8<sup>th</sup> of the work before 1/2 of such time has elapsed, and 3/4<sup>th</sup> of the work, before 3/4<sup>th</sup> 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

If the work(s) be delayed by :

- i. force majeure,
- ii. or 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. 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.

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.

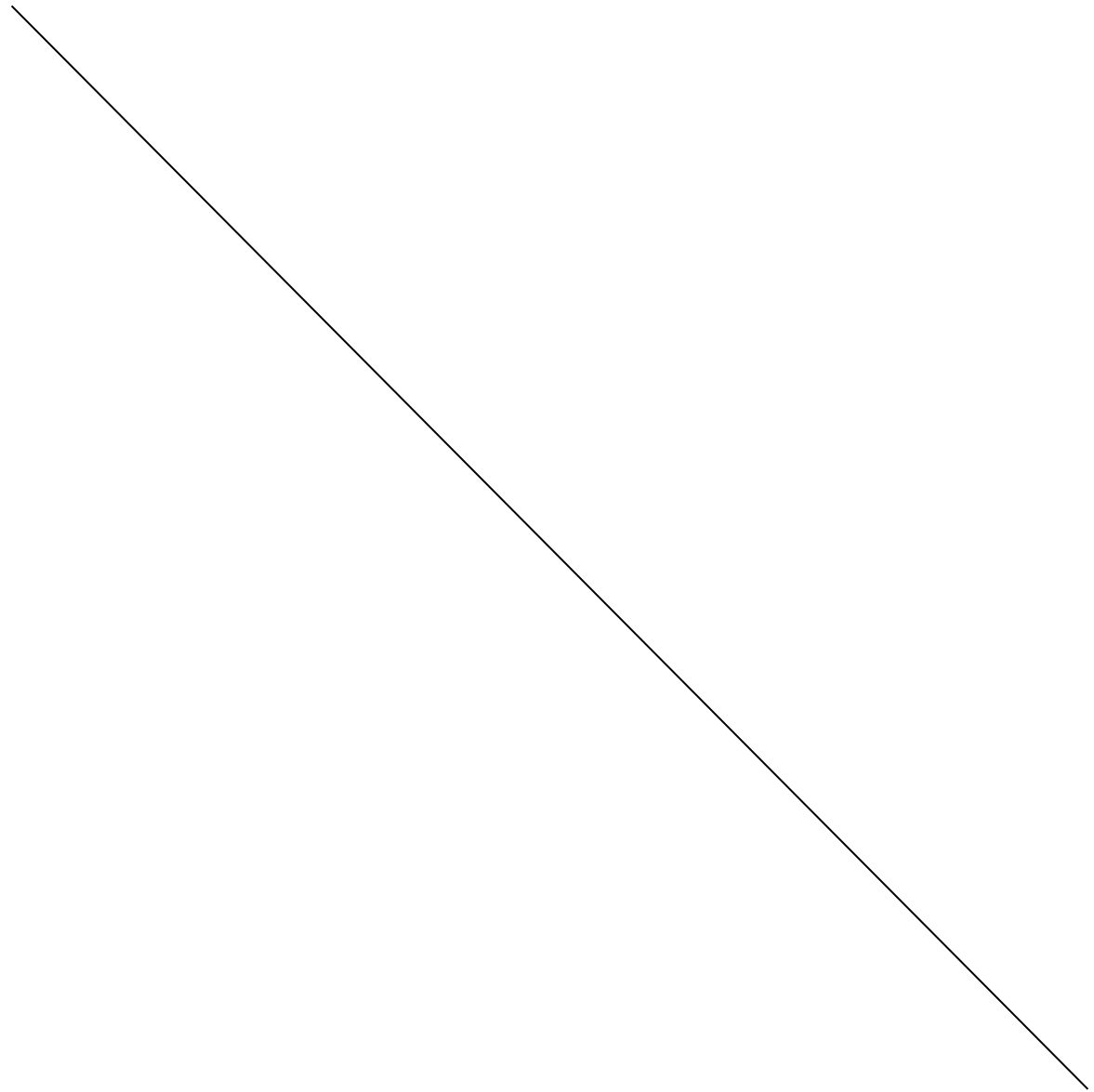
**CLAUSE 6****Measurements  
of Work Done**

- 6.1 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 authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
- 6.3 If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-charge or his representative, the Engineer-in-charge and the BSNL shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three(3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer in-charge or his representative shall be deemed to be accepted by the contractor.
- 6.4 The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for recording measurements.
- 6.5 Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any items no such standard is available then a mutually agreed method shall be followed.
- 6.6 The contractor shall give not less than seven days notice in writing to the engineer-in-charge or his authorized subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement any work without the consent in writing of the engineer-in-charge or his authorized subordinate in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the engineer-in-charge's consent being obtained the same shall be uncovered at the

contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

6.8 It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.



**CLAUSE 7**

Payment on Intermediate Certificate to be regarded as Advances

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

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 20 working days after the day of presentation of the bill by the contractor to the Engineer-in-charge or his Sub Divisional Engineer.

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

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

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.

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

- 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.

Completion  
Certificate

## CLAUSE 9

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

Payment of  
Final Bill

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

- 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 Contractor's Bill conferring authority on the bank to receive payments and (ii) his own acceptance of the to Banks 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.

Payment of  
Contractor's  
Bill to Banks

#### CLAUSE 10

Materials to  
be provided  
by the  
Contractor

- i. Materials which BSNL will supply are shown in the Schedule of work / Schedule B. It also stipulates the quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from Engineer-in-charge.
- ii. As soon as the work is awarded, the contractor shall finalise the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer-in-charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-charge.
- iii. The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra transportation, if any involved, beyond the original place of issue.
- iv. The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary.

- v. All stores/materials so supplied to the contractor or procured with the assistance of BSNL shall remain the absolute property of BSNL and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-charge or his authorised agent.
- vi. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licenses or permit and/or for criminal breach of trust, be liable to BSNL for all advantages or profits resulting or which in the usual
- vii. 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.
- iv. 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

If the prices of materials (not being materials supplied or services rendered at fixed prices by BSNL in accordance with clause 10 A thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validity extended under the provisions of clause 5 of the contract without any action under Clause 2 .However, for the work done during the justified period extended as above ,the compensation as detailed below will be limited to prices wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration , whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is 18 months or less. Such compensation for escalation in the prices of materials and labour when due, shall be worked out based on the following provisions :

A) For Lift Work:

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

B) For work other than lift:

- i). The base date for working out such escalation shall be the last date of receipt of tenders including extension, if any.
- ii). The cost of work on which escalation will be payable shall be reckoned as below :-

- a) Gross value of work done upto this quarter : (A)
- b). Gross value of work done upto the last quarter : (B)

Contractor

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- c) Gross value of work done since previous quarter (A-B) : (C)  
 d) Extra items paid as per Clause 12 & 12A based on : (D)  
 prevailing market rate during this quarter  
 e) Cost of work (W) for which escalation is applicable  
 $W = 0.85 M$  [Where  $M = (C - D)$ ]

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

<b>For AC, DG, S/Stn., F.D., F.F. &amp; other specialized works</b>	<b>For internal/external Electrical Works</b>
<b>A) material ..... 85% percent</b>	<b>A) material ..... 75% percent</b>
<b>B) labour ..... 15% percent</b>	<b>B) labour ..... 25% percent</b>

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

$$V_m = W \times \frac{X_m}{100} \times \frac{MI - MI_o}{MI_o}$$

- $V_m$  - Variation in material cost i.e. Increase or decrease in the amount in rupees to be paid or recovered.  
 $W$  - Cost of work done worked out as indicated in sub para (ii) above  
 $X_u$  - Component of materials expressed as percent of the total value of work  
 $MI$  - All India whole sale index for all commodities for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce.  
 $MI_o$  - All India whole sale price index for all commodities valid on the last stipulated date of receipt of tender including extension if any, as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce.
- v) The following principles shall be followed while working out indices mentioned in sub-para (iv) above.

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

relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment is less than three months, the index MI shall be the average of the indices for the month falling within that period .

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

$$VL = W \times \frac{Y}{100} \times \frac{LI - LIo}{LIo}$$

VL - 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  
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.

LIo - 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]

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

- 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 be in strict accordance with the specifications. The contractor shall also confirm exactly fully in and faithfully to the designs, drawings and instructions in writing in respect of the work Accordance with signed by the engineer-in-charge. The contractor shall take full responsibility for Specifications, Drawings, adequacy, suitability and safety of all the works and methods of installation. Orders, etc.

<p>Work to be executed in accordance with Specifications,</p>
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- 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.
- vi) If the rates for the altered additional or substituted item of work can not be 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

- i. at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-charge; or
- ii. commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge; or
- iii. fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge; or
- iv. Shall offer or give or agree to give to any person in BSNL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for BSNL or
- v. Shall enter into a contract with BSNL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have

been previously disclosed in writing to the Accepting Authority/Engineer-in-charge; or

- vi. Shall obtain a contract with BSNL as a result of wrong tendering or other non- bonafide methods of competitive tendering; or
- vii. being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- viii. being a company, shall pass a resolution or the court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager; or
- ix. Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days or
- x. Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority.

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

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

- (a) take possession of the site and any materials, equipment, implements, stores etc. thereon and/or
- (b) carry out the incomplete work by any means at the risk and cost of the contractor.

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



contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

- 14.4 Any excess expenditure incurred or to be incurred by BSNL in completing the works or part of the works or the excess loss or damages suffered or may be suffered by BSNL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to BSNL in law be recovered from any moneys due to the contractor on any account, and if such money are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- 14.5 If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractors' unused materials, plant, implements etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.
- 14.6 Any sums in excess of the amount due to BSNL and unsold materials, tools and plant etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by BSNL of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

## CLAUSE 15

- 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

Inspection and supervision of work
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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 authorized subordinates in charge of the work and all the superior officers, officer of the Vigilance Cell of BSNL and of the Chief Technical Examiner's office (CVC) and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the engineer-in-charge or his authorized 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.

Rectification of defects
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- 16.2 If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer-in-charge/Vigilance Cell or his subordinate officers or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of his failing to do so within a period specified by the Engineer-in-charge in the demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.
- 16.3 In such case the Engineer-in-charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority (Superintending Engineer) may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the equipment or he may reject the work outright without any payment and/or get it an other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

### CLAUSE 17

Contractor liable for damages, defects during
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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

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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 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 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 License 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:

- 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,

Payment of wages

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

#### **CLAUSE 19 D**

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

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of the damages and injury caused by them, and,

- (5) the number of female workers who have been allowed maternity benefit according to Clause 19 F and the amount paid to them.

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

#### **CLAUSE 19 E**

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the provisions of various statutes/enactments and rules there under framed by the Central/State Governments, and rules framed by BSNL from time to time for the protection of health and sanitary arrangements for the workers employed by the BSNL/ Deptt. of Telecommunications and its contractors. Notwithstanding the above provisions, the contractor shall be liable for levy of any penalty in case he fails to meet the requirements of The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996 and The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Central Rules 1998 and Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971, Industrial Disputes Act, 1947 or any other Labour laws relating there of and rules made there under from time to time.

#### **CLAUSE 19 F**

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

1. Leave:
  - (i) in the case of delivery-maternity leave not exceeding 8 weeks, 4 weeks, upto and including the day of delivery and 4 weeks following that day,
  - (ii) in case of miscarriage-up to 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 gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 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 throughout 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 thereof.

- iv) The site selected for the camp shall be high ground, removed from jungle.
- v) Disposal of Excreta- The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration, which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/Authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- vi) Drainage:- The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- vii) The Contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- viii) Sanitation:- The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

#### CLAUSE 19 I

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

#### CLAUSE 19 J

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

Contractor

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

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 case sublet, in of Insolvency

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

**CLAUSE 22**

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

**CLAUSE 23**

Changes  
Firm's in  
Constitution  
to intimated  
be

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 whereunder the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

**CLAUSE 24**

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

**CLAUSE 25**

Settlement  
of  
Disputes

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

- (i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the BSNL or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract, the contractor shall forthwith give notice in writing of his claim, in this behalf to the Engineer-in-Charge within 30 days from the date of disallowance thereof for which the contractor claims such additional payment or compensation or disputes the validity of any deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be

entitled to raise any claim nor shall the BSNL be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Engineer-in-Charge in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claims not notified to the Engineer-in-Charge in writing in the manner and within the time aforesaid.

- (ii) The Engineer-in-Charge shall give his decision in writing on the claims notified by the contractor within 30 days of the receipt of the notice thereof. If the contractor is not satisfied with the decision of the Engineer-in-Charge, the contractor may within 15 days of the receipt of the decision of the Engineer-in-Charge submit his claims to the conciliating authority named in Schedule 'F' for conciliation along with all details and copies of correspondence exchanged between him and the Engineer-in-Charge.
- (iii) The party initiating conciliation shall send to the other party a written invitation to conciliate. Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate. If the other party rejects the invitation, or does not reply within thirty days from the date of invitation, there will be no conciliation proceedings.
- (iv) When it appears to the Conciliator that there exists element of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to parties for their observation after receiving the observations of the parties. He may reformulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on settlement of the dispute, they may draw up and sign a written settlement agreement. Parties may request the Conciliator to draw up or assist them in drawing up the settlement agreement. Such settlement agreement shall have the same status and effect as if it were an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under section 30 of Arbitration and Conciliation Act, 1996. If a settlement does not appear possible, the Conciliator, after consultation with the parties will give a written declaration that further efforts at Conciliation are no longer justified and the conciliation proceedings are terminated.
- (v) When conciliation proceedings have become infructuous or have been terminated, the party, which initiated the Conciliation shall, within a period of 30 days of termination thereof shall give a notice, in the form prescribed by the BSNL, to the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, to the Administrative Head of the Bharat Sanchar Nigam Limited for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- (vi) Except where the decisions have become final, binding and conclusive in terms of the contract, all disputes arising out of the notified claims of the contractor as aforesaid and all claims of the BSNL shall be referred for adjudication through the arbitration by the sole arbitrator appointed by the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, the Administrative Head of the Bharat Sanchar Nigam Limited. It will also be no objection to any such appointment that the arbitrator so appointed is a BSNL Employee and that he had to deal with the matters to which the Contract relates in the course of his duties as BSNL Employee. If the arbitrator so appointed is unable or unwilling to act or

resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid by the said Chief Engineer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

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

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

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

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

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

#### **CLAUSE 26**

Contractor  
to  
indemnify  
BSNL  
against  
patent  
Rights

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

#### **CLAUSE 27**

When the estimate on which a tender is made includes lump sum 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 lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

### CLAUSE 28

Action where no specifications are specified

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

### CLAUSE 29

Withholding and lien respect of sum

- 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

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

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

#### 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)	<b>Work with estimated cost put to tender more than Rs. 2 lakh but less than Rs. 5 lakh</b>	<b>Recognised Diploma holder</b>
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ii).	Work with estimated cost put to tender more than Rs. 5 lakh.	Graduate or recognised Diploma holder with three years experience
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- 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 binding on the contractor in this respect. the tender accepting authority shall be final and 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 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 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 along with 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

- 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 up to date. List of Rules of particular importance to building installations is given in Appendix B & C of latest CPWD General Specifications for Electrical Works (external and internal).

### CLAUSE 33

Release of  
Security  
Deposit after  
labour  
clearance

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

### CLAUSE 34

Insurance

Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the contractor shall at his own cost arrange, secure and maintain insurance in the joint names of the BSNL and the contractor with any of the subsidiary of the General Insurance Corporation of India in such a manner that the BSNL and the contractor are covered for all time during the period of contract i.e. the time period allowed for completion of work, extended period and the defect liability period. The insurance shall be effected in accordance with terms approved by the BSNL and the contractor shall submit the insurance policies to the Engineer-In-Charge within one week of signing of the agreement along with the receipt of premium. The contractor shall timely pay and submit the receipts of payment of premiums for extensions of policies, if any. The insurance shall cover the following: -

- a) Contractor's All Risks Insurance

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

maintenance of the work for which the contractor is responsible under the contract

b) Workman Compensation & Employers Liability Insurance.

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

C) Third Party Insurance.

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

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

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

d) The contractor shall also at times indemnify the BSNL against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's

Compensation Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof and rules made there under from time to time.

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

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

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

34.3 Remedy on the contractor's failure to insure

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

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

**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  $\frac{1}{4}$  to  $1\frac{1}{4}$  horizontal and 1 vertical) .
2. Scaffolding of staging more than 3.6 m (12 ft.) above ground or floor ,swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted ,braced and otherwise secured at least 90 cm (3 ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials .such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or 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 platforms shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm (11 $\frac{1}{2}$ " ) for ladder up to and including 3m (10 ft) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " 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 defense 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.
2. 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 S N L EW

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 recoument 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 up to 50 number of male workers and one for up to 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, up to 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
- 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 at least 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 at least 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 supersede.

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**

### **CONTRACTOR'S LABOUR REGULATIONS**

#### 1. SHORT TITLE

These regulations may be called the Contractors Labour Regulations.

#### 2. DEFINITIONS

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

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

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

c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in 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 installment, 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)
- vi) 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).
- viii) 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

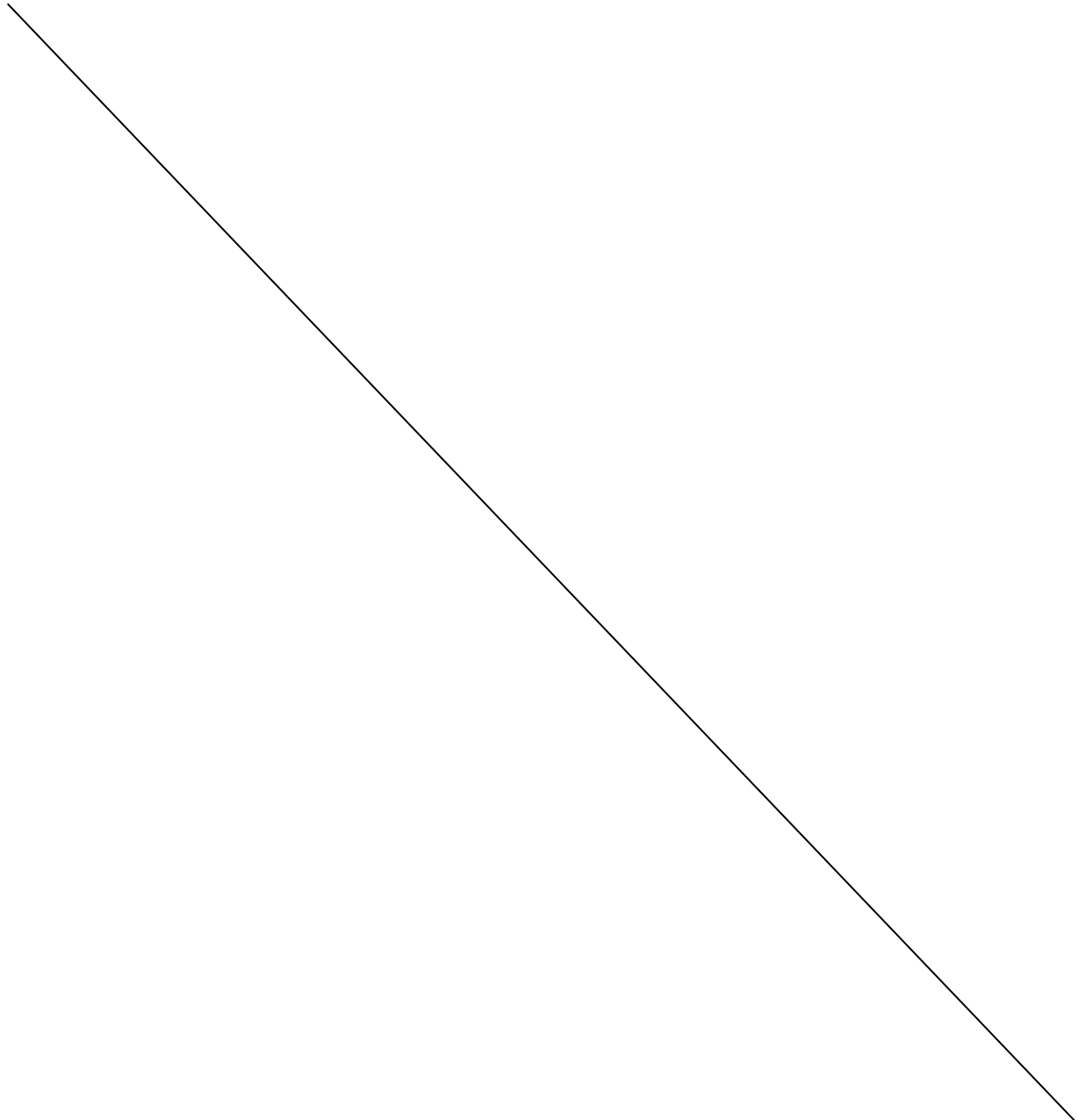
The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government on his behalf

#### 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\_\_\_\_\_

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

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

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



## Appendix II

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

Name and address of the contractor\_\_\_\_\_

Name and location of the work\_\_\_\_\_

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

## Appendix III

**LABOUR BOARD**

Name of work : \_\_\_\_\_

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

Address of Contractor : \_\_\_\_\_

Name and address of BSNL Division : \_\_\_\_\_

Name of BSNL Labour Officer : \_\_\_\_\_

Address of BSNL Labour Officer: \_\_\_\_\_

Name of Labour Enforcement Officer: \_\_\_\_\_

Address of Labour Enforcement Officer: \_\_\_\_\_

<b>Sr. No</b>	<b>Category</b>	<b>Minimum wage Fixed</b>	<b>Actual wage paid</b>	<b>Number Present</b>	<b>Remarks</b>

Weekly holiday \_\_\_\_\_

Wage period \_\_\_\_\_

Date of payment of Wages \_\_\_\_\_

Working hours \_\_\_\_\_

Rest interval \_\_\_\_\_

## Appendix IV

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

Name and address of contractor \_\_\_\_\_

Name and address of establishment under which contract is carried on \_\_\_\_\_

Nature and location of Work \_\_\_\_\_

Name and address of Principal Employer \_\_\_\_\_

<b>Sl. No.</b>	<b>Name and surname of Workman</b>	<b>Age and Sex</b>	<b>Father's / Husband's</b>	<b>Nature of employment / designation</b>	<b>Permanent home address of the workman (Village and Tehsil, Taluka and District)</b>	<b>Local Address</b>	<b>Date of commencement of employment</b>	<b>Signature or thumb impression of the workman</b>	<b>Date Termination of employment</b>	<b>Reasons for termination</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>

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

Name and address of the contractor\_\_\_\_\_

Name and address of establishment under which contract is carried on \_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

For the month of fortnight\_\_\_\_\_

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

Appendix VI  
Form -XVII (See Rule 78(2)(a))  
Register of Wages

Name and address of the contractor\_\_\_\_\_

Name and address of establishment under which contract is carried on\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

Wages period\_\_\_\_\_ Monthly /fortnightly

Sl. No.	Name of workman	Serial No. in the register 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	Over time	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
1	2	3	4	5	6	7	8

Appendix VII

(Observe)

Wage Card No. \_\_\_\_\_

**Wage Card**

Name and address of the contractor \_\_\_\_\_ Date of issue \_\_\_\_\_

Name and location of work \_\_\_\_\_ Designation \_\_\_\_\_

Name of Workman \_\_\_\_\_ Month/fortnight \_\_\_\_\_

Rate of Wages \_\_\_\_\_

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

Rate \_\_\_\_\_ Amount \_\_\_\_\_

Received from \_\_\_\_\_ the sum of Rs. \_\_\_\_\_ on account of my wages.

Signature

Appendix 'VII

(Reverse)

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

**Wages Slip**

Name and address of the contractor\_\_\_\_\_

Name and Father's/Husband's name of workman\_\_\_\_\_

Nature and location of work\_\_\_\_\_

For the Week/Fortnight/Month ending\_\_\_\_\_

1. No. of days worked \_\_\_\_\_

2. No. of units worked in case of piece rate workers\_\_\_\_\_

3. Rate of daily wages/piece rate\_\_\_\_\_

4. Amount of overtime wages\_\_\_\_\_

5. Gross wages payable\_\_\_\_\_

6. Deduction, if any\_\_\_\_\_

7. Net amount of wages paid\_\_\_\_\_

Initials of the Contractors  
or his representative

Appendix VIII  
**Form-XIV**  
(See rule 76)

**Employment Card**

Name and address of the contractor\_\_\_\_\_

Name and address of establishment under which contract is carried on\_\_\_\_\_

\_\_\_\_\_  
Nature of work and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

1. Name of Workman\_\_\_\_\_
2. Sl No. in the register of workman employed\_\_\_\_\_
3. Nature of employment/designation\_\_\_\_\_
4. Wage rate (with particulars of unit in case of piece work)\_\_\_\_\_
5. Wages period\_\_\_\_\_
6. Tenure of employment\_\_\_\_\_
7. Remarks\_\_\_\_\_

Signature of contractor



Appendix IX  
Form-XV (See Rule 77)

**Service Certificate**

Name and address of the contractor\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and Address of workman\_\_\_\_\_

Age or date of birth\_\_\_\_\_

Identification marks\_\_\_\_\_

Father's/Husband's name\_\_\_\_\_

Name and address of establishment in/under which contract is carried on\_\_\_\_\_

\_\_\_\_\_  
Name and address of Principal Employer\_\_\_\_\_

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

Signature

## Appendix X

**LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED**

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

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

Appendix XI  
Form-XII (See Rule 78(2)(d))

**Register of Fines**

Name and address of the contractors\_\_\_\_\_

Name and address of establishment under which contract is carried on\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

<b>Sr. No</b>	<b>Name of workman</b>	<b>Father's / Husband's name</b>	<b>Designation / nature of employment</b>	<b>Act/Omission for which fine imposed</b>	<b>Date of Offence</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

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

Appendix XII  
Form-XX (See Rule 78(2)(d))

**Register of Deduction for Damage or Loss**

Name and address of the contractors\_\_\_\_\_

Name and address of establishment under which contract is carried on\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

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

<b>Whether workman Showed cause against fine</b>	<b>Name of person in whose presence Employees explanation was heard</b>	<b>Amount of deduction imposed</b>	<b>No. of installment</b>	<b>Date of recovery</b>		<b>Remarks</b>
				<b>First installment</b>	<b>Last installment</b>	
<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>

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 and surname of Workman	Father's / Husband's	Designation / Nature of employment	Wages Paid 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 installment 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 and surname of Workman	Father's / Husband's	Sex	Designation / Nature of employment	Date on which overtime worked	Total overtime worked or production increase	Normal rate of wages	Overtime rate of wages	Overtime earning	Rate on which overtime paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

## PROFORMA OF SCHEDULES

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

SCHEDULE 'A'Schedule of quantities: Appended from **page 117-120**SCHEDULE 'B'

Schedule of materials to be issued to the contractor. Transportation shall be paid extra as per quoted rate.

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

SCHEDULE 'D'

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

I. Important Note for Contractors: Appended from page 105-112.

II. Specifications: Appended from page 121-131

<u>SCHEDULE 'F'</u>	
Reference to General Conditions of contract.	
Name of work:	<b>Replacement of faulty items from 25 KVA Transformer at Aboi hill Exchange, Mon District Nagaland SSA.</b>
Estimated cost of work:	<b>Rs. 58810/-</b>
i) Earnest money:	<b>Rs. 1176/-</b>
ii) Performance Guarantee:	The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of bank guarantee of a Nationalized / Scheduled bank (in a standard format) / CDR / FDR / DD within two weeks from the date of issue of acceptance letter
iii) Security Deposit:	In addition to performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 5% of the contract value of the work.
GENERAL RULES and DIRECTIONS:	Officer inviting tender EE (E), BSNL Electrical Division, Dimapur
Definitions:	See below
2(v) Engineer-in-Charge	Executive Engineer (E), BSNL Electrical Division, Dimapur

<b>2(vi) Accepting Authority</b>	<b>Executive Engineer (E), BSNL Electrical Division, Dimapur</b>
2(x) Percentage on cost of materials and labour to cover all overheads and profits	10%
Standard BSNL EW contract Form	BSNL EW Form 8 latest
Clause 1 i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	15 days
Clause 2 Authority for fixing compensation under Clause 2.	Superintending Engineer (E), Shillong
Clause 5 Number of days from the date of issue of letter of acceptance for reckoning date of start	10 days
Time allowed for execution of work. Authority to give fair and reasonable extension of time for completion of work.	<b>One Month.</b> Superintending Engineer (E), Shillong
Clause 10CC Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.	NA
Clause 12 12.2(iii) schedule of rates for determining the rates of additional, altered or substituted items that can not be determined under 12.2(i) & (ii)	NIL
Clause 12 12.2(iii) plus/minus +/- the % over the rate entered in the schedule of rates	NA
Clause 12 Deviation Limit beyond which clause 12.3 shall apply	25%
Clause 25 Competent Authority for Conciliation	Superintending Engineer (E), Not in-charge of the work.
Clause 30.2 Minimum Qualifications and experience required for Principal Technical representative.	
a) For works with estimated cost put to tender more than i) Rs. 2lakh but less than 5Lakhs for Ele/ Mech. Works	Recognized diploma holder
b) For works with estimated cost put to tender more than i) Rs.5 Lakhs for Elect/ Mech. Works	Graduate or Recognized diploma holder with 3years experience
Recovery to be effected from the contractor in the event of not fulfilling provision of clause 30.5	Rs.4,000/- p.m. for works costing above 5 Lakhs Rs.2,000/- p.m. for works costing between 2 Lakhs to 5 Lakhs



( I ) “**IMPORTANT NOTE FOR CONTRACTORS**”

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

GENERAL TERMS AND CONDITIONS:-

## 1. EVALUATION OF TENDERS:-

The bidder shall quote the rates inclusive of all Duties and Taxes, Packing, Forwarding, Freight, Insurance charges, and **excluding GST** etc.

## 2. CURRENCY OF CONTRACT: -

The contract shall be valid for One Month after completion of work. 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.

## 3. BSNL does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rates.

## 4. COMPLIANCE OF EPF ACT:

The firm has to fulfill / compliance of the provisions of EPF & Misc. Provisions Act 1952 & Employees' Provident Fund Scheme 1952.

The each claim bill of contractors must accompany the 1) List showing the details of labourers / employees engaged. 2) Duration of their engagement. 3) The amount of wages paid to such labourers / employees for the duration in question. 4) Amount of EPF contributions (both employer's and employees contribution) for the duration of engagement in question, paid to the EPF authorities. 5) Copies of authenticated documents of payments of such contribution to EPF authorities and 6) A declaration from the contractors regarding compliance of the conditions of EPF Act, 1952.

## 5. CO-ORDINATION AT SITE :-

At the site of work more than one agency may be working full cooperation shall be extended to other agencies during progress of work. Further, work shall be carried out in such a way so that it may not cause abnormal noise and hindrance to the officers of the department engaged in erection as well to the normal routine work.

6. Certificate to be furnished by contractor about relative(s) working in **BSNL**.

## DECLARATION BY TENDERER

- a) To be signed by Proprietor in case of proprietorship firm.
- b) To be signed by all partners in case of partnership firm.
- c) To be signed by all the directors in case of the company.

1. M/s.....

S/o .....

R/o .....

Hereby certify that none of my relatives(\*) as defined below is/are employed in BSNL units(\*\*) as defined below.

In case at any stage it is found that information given by me is false/incorrect, BSNL shall have absolute right to take any action as deemed fit, without any prior intimation to me.

## (\*) Definition of Relatives.

- a) Member of Undivided family.
- b) They are husband and wife.
- c) They are related to the other in the manner as Father, Son(s), Son's wife (Daughter-in-law, Daughter(s) & Daughter's husband (Son-in-law), Brother & Brother's wife, Sister(s) & Sister's husband (Brother-in-law).

(\*\*) The company or firm or any person is not permitted to tender for the work in BSNL unit in which his near relative(s) is (are) posted. The unit is defined as

- d) For Non Executive Employees: SSA/Circle/Chief Engineer/Chief Architect/Corporate Office.
- e) For Executive Employees (including those called as gazetted officer at present): All SSA in Circle office/Chief Engineer / Chief Architect /Corporate Office.

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Signature of tenderer

**7 .Goods & Service Tax (GST): Firm shall have valid GST registration.** The rates offered by the firm shall be ***exclusive of the GST*** as applicable. The firm shall claim GST with the bill clearly furnishing complete details of GST so included. BSNL under no circumstances will consider any claim of GST not included in the bill. It will be the firm's responsibility to settle GST with GST authorities.

**8 TAX AND DUTIES: -**

The bidder shall give the price inclusive of all taxes and excluding GST etc. No concessional form shall be provided by BSNL. The contractor / supplier shall submit to BSNL necessary supporting documents for availing input Tax credit of GST by BSNL. In case the documents furnished by the firm are not accepted by taxation department then the amount of GST shall be deducted from the payments due to the firm.

**9 PAYMENT TERM: -**

No advance payment will be made. The payment terms for all items shall be governed as under. Stipulations like levy of interest if payment is not made in specified time are not acceptable to the BSNL.

- a. 80% against supply of materials (On pro-rata basis) of approved value of contract on receipt of the complete equipment at site and after physical verification of the same.
- b. 10% (On pro-rata basis) of approved value against erection of equipment, successful testing and commissioning.
- c. 10% (On pro-rata basis) of approved value against Final successful charging, Handing over of the equipment & completion of work.

For claiming this payment the following documents are to be supplied to the paying authority :-

- a. Basic Value of Goods.
- b. GST Percentage with Amount.
- c. Correct GST tariff head.

**10 STORES AND SAFETY: -**

All the stores and materials required for the satisfactory completion of work except those specified, as departmental supply shall be arranged at work site by the contractor from his

own resources or open market. It should be clearly understood that no claim whatsoever shall be entertained by the department on this account, safe custody of the material brought and installed at site shall be contractor's responsibility till the installation is taken over by the department after successful completion. List of approved material not in list prior case permission in writing is to be obtained from Engineer-in-charge.

#### 11 TEST CERTIFICATES: -

BSNL reserves the right to depute representative for inspection of material/ equipment and witness the test at contractor's/ suppliers works and the firm shall be required to perform routine/ type test for unit of each type/ model as per Annexure-I of I.S in the presence of BSNL's representative. At least one week's notice shall be given by the contractor to the BSNL for fixing up inspection and factory test.

The firm shall submit manufacturer test certificates of MV Cables, accessories and HT cable etc on supply of the material at site.

#### 12 COMPLETION DRAWINGS: -

Five sets or following drawings shall be submitted by the contractor after physical completion of the work but before commissioning of the installation.

- (a) I G.A. arrangement of Feeder Pillar , Single line Diagram, equipment installation drawing giving complete details of the entire equipment
- (b) Electrical drawings, power wiring & control wiring drawing showing cable sizes, equipment capacity, control components and control wiring.
- (c) Schematic control drawings giving detailed sequence or operation and notes to explain the operation or the control circuit.
- (d) Various HT & LT Cable route Layout with sizes etc

Note :- In case agency fails to give the completion plans as described above, an amount @2.5% of the value of work subject to a ceiling of Rs.15,000/- will be recovered from the bill.

#### 13 GUARANTEE AND DEFECT LIABILITY: -

- a. The guarantee shall be valid for a period of 12 Months from the date of completion of work. The firm shall guarantee that all equipments shall be free from any defects due to the defective materials or bad workmanship and that the equipment shall work satisfactorily and that the performance and efficiencies of the equipments shall not be less than the guaranteed values. Any parts found defective during the guarantee period shall be replaced by the firm without any charge whatsoever. The services of the firm's personnel, if required, during this period for such work shall be made available to the department without any extra charges. The firm shall depute their representatives to the site immediately on notification of defects by the department. The consequential losses and damages are, however not recovered under the purview of guarantee.
- b. The contractor shall depute his representative to the site within 72 hours of notification of defects by BSNL.
- c. A joint inspection report will be made by BSNL representative and representative of the firm regarding the nature of defects and remedial action required and time schedule for the rectification/remedial action.

- d. In case the contractor fails to depute his representative within 72 hours of notification of defects or fails to cause remedial action within a reasonable time as decided in the joint inspection, BSNL may proceed to do so at the contractor's risk and expenses without prejudice to any other right

## **MAINTENANCE**

The contractor shall provide free maintenance for a period of 12 months from the date of completion and attend to any defects that may arise in operation of the equipment during this period.

## **TRAINING OF BSNL PERSONNEL**

The contractor shall arrange to impart the training to the BSNL Personnel on the following aspects prior to provisional takeover of the equipment:

- a) Operation of all equipments.
- b) Adjustments of settings for all controls and protective devices.
- c) Preventive maintenance.
- d) Diagnosing & attending to minor faults and defects, which might develop during the course of system operation .

### **14 DATE OF COMPLETION: -**

Date of completion of the work shall be one month after completion of civil work. However the Final bill shall be prepared after commissioning of installation.

### **15 PROGRAMME FOR EXECUTION: -**

The firm shall supply detailed program to Engineer-in-charge for execution of contract within 10 days of award of work. The program shall contain details about submission & approval of drawing, supply of materials etc. Tentative dates for installation and testing shall also be submitted.

1. The contractor shall get the following approved before start of the work: - G.A. drawing, Control & Power wiring Drawing, equipment details, HT&LT Cable layout & Room Layout.
2. The approval of drawings by the department shall not absolve the firm of their responsibility for supplying and installing the system confirming to relevant standards and specifications and schedule of work of the contract.

### **16 GENERAL: -**

The following special conditions shall be read in conjunction with general conditions of contracts and amendments there to. If there are any provisions in these special conditions, which are in variance with the provisions in the other documents, the provisions in these special conditions shall take precedence. The work shall generally be carried out as per IE rules & National building/Electrical code/Fire manuals/Telecom & CPWD specifications & NIT conditions.

### **17 Change in Specification**

1. BSNL reserves the right to make changes in the specifications of the work if in its opinion the same is found necessary. However such alterations shall be made after mutual

discussion and agreement between BSNL and the contractor. Any price implication in this regard shall be mutually discussed and agreed upon, in terms of clause 12 of EW-8.

2. Modifications or alterations by the contractor in the design / specifications of any equipment/material will not be permitted by BSNL as a matter of principle. However the same can be agreed by BSNL under the exceptional circumstances where
  - a) The same is necessitated due to non-availability of material/component of certain specification or make

OR

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

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

19 INSPECTION OF SITE AND CONTRACT DOCUMENTS: -

For the purpose of inspection of site and relevant contract the contractor is required to contact the Senior Manager concerned who shall give reasonable facilities for inspection of the same. The contractor shall inspect and examine the site and shall satisfy himself, before submission of his tender as to the form and nature of the site, the quantities and nature of the work, materials necessary for completion of the work and shall himself obtain all necessary information as to risks, contingencies and circumstances which may influence or effect his tender. No extra charges consequent to any misunderstanding or otherwise shall be allowed.

20 SUFFICIENCY OF TENDER: -

The contractor shall be deemed to have satisfied himself before entering into the contract as to the correctness and sufficiency of his offer the work and of the rates quoted in the schedule of works. These rates and amounts shall, except as otherwise provided, cover all his obligations under the contract and all matter and things necessary for proper completion and maintenance and guarantee of the work.

21 PAINTING: -

The entire exposed iron work shall be painted with one coat of primer followed by 2 coats of approved/matching colour synthetic enamel paint.

22 TEST AT SITE: -

After physical completion of the installation following testing shall be conducted by the firm in the presence of Engineer-in-charge or any representative of the department at his cost & intimate test results before commissioning . . Nothing extra will be paid to him on this account.

- a Meggar test between Phases, Neutral and Earth for all systems.
- b Earth Resistance test for all earth stations.
- c Functional test of all switchgears and circuit breakers.
- d Relay test & their settings.
- e Polarity test.

(a) 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.

(b) In special circumstances the BSNL may have to use the equipment even before the completion of whole work. The firm shall co-operate fully under such circumstances.

(c) Wherever relaxations are required, these should be obtained from the Superintending Engineer (Electrical) well before the final performance test.

(d) All test equipments, the operating personnel, required for testing shall be supplied by the contractor.

(e) At the final inspection a factory trained representative of the manufacturer of the major equipment shall demonstrate that the system is functioning properly in every respect.

f) The contractor shall provide all necessary facilities for inspection of his equipment. In case of imported equipments, the contractor shall furnish the routine and type test certificates to the satisfaction of Engineer-in-charge.

g) All information, documents and tests as required by BSNL for their final approval for this installation shall have to be arranged by the contractor.

### 23 REJECTION OF DEFECTIVE INSTALLATION:

The reject material will be cleared from site immediately on rejection. If the complete system or any part thereof, before it is taken over, be found defective or fails to fulfill the intent of the specification, the contractor, shall, on receipt of a written notice from the Engineer-in-charge forthwith made good the defects, should the contractor fail to rectify the defects and or make good the defective system within a stipulated time mentioned in the written notice or replace the equipment's / components at no extra cost, department may make good, reject or replace the same at the risk and expenses of the contractors, the whole or any portion of the system which is defective or fails to fulfill the requirements of the contract.

#### **Compensation to be levied in cases of use of duplicate/ spurious material.**

1. Department reserves the right to get inspected any components thereof by the manufacturer / their authorized representative, whose report as regards to the genuineness of component shall be final and binding. In case any component upon such inspection is found to be duplicate/spurious, double the cost of such component based on price list (without any discount whatsoever) effective on date of aforesaid inspection shall be recoverable.
2. In case the contractor agrees to replace the components so found spurious/duplicate at his cost, within 15 days of the said report compensation of Rs. 3,000/- per component found spurious/duplicate should be levied against the contractor.
3. Besides the above the department reserves the right to take disciplinary action against the Contractor.
4. Decision of Superintending Engineer (E), Shillong in such case shall be final .

### 24 GENERAL CONDITIONS: -

The following general conditions of Contract are deemed to have been agreed upon.

1. All civil works such as construction of foundation for the equipments with masonry or the steel members as may be required is included in the scope of work.
2. Any damage or breakage, which might be caused during the execution of work, shall be made good by the contractor at his own risk and cost.
3. The contractor is responsible for the removal of debris and waste materials arising out of the work done by him, from the site.
4. Necessary tools and plants shall be arranged by the firm. Modern tools and equipment shall be need for handling of cables and machines, drilling, chiseling, cutting etc. So that speed, accuracy, minimum noise, vibrations and disturbance to the building/ occupants / equipment's can be achieved.
5. The firm shall provide necessary barriers, warnings, signals and other safety measures to avoid any accident. The employees of the firm are to be suitably insured against such accidents. The dept. shall not be responsible for any such accidents.

6. The concealed items like earthing, cabling, conducting etc. shall be carried out only in presence of duly authorized department staff.
7. The offer shall include all changes for packing, handling, freight, insurance, loading, unloading, stocking etc. for the material.
8. Work shall generally be carried out during working hours. However as per the department requirement the working hours shall be extended without any extra claim.
9. All fittings unit assemblies, accessories, hardware foundation bolts, terminal blocks for connections, cable glands and miscellaneous material and accessories of items of work which are useful and necessary for efficient assembly within the scope equipment shall be deemed to have been included within the scope of work in the tender and within the overall details for complete item whether they have been specifically mentioned or not.

## **25 Bye-laws Indemnity against Liabilities**

1. The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fee and other charges and giving/receiving all necessary notices and keep the Engineer-in-Charge informed about the notices issued and received.
2. The contractor shall indemnify BSNL against all claims in respect of patent rights, design, trade mark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereon. The contractor shall defend all actions arising from such claims and shall him-self pay all royalties.
3. License fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof shall be borne by the contractor.
4. All liabilities / penal recoveries on matters arising out of tax/excise/levies such as incorrect deductions, discrepancies in the filling up returns, revised assessments by the concerned authorities etc. shall be borne by the contractor.
5. It is contractor's liability to follow all safety procedures in accordance with relevant I.S. amended up to date during execution of work at site.

### **SPECIAL CONDITIONS**

(As per O/o PGM (Elect), New Delhi ltr no:- 1-5/EW/2015 Dated :- 15/10/2015)

- 1) Termination of Contract on Death of Contractor :- Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the Engineer-In-Charge on behalf of the BSNL shall have the option of terminating the contract without compensation to the contractor.
- 2) Indulging of Contractor in Criminal/Antisocial Activities & cases under investigation /Charge Sheeted by CBI OR Any other Government Agencies etc. :- If the CBI/Independent External Monitor (IEM)/Income Tax/ Sales Tax/ Central Excise/ Custom Departments recommends such a course –Action will be taken as per the directions of CBI or concerned department.

**ANNEXURE “D”**

( II ) “Copy of Memorandum No.5-1-12/EW/94 dated 26th Sept.96”

Subject : - Option for Deposit of Earnest Money in the form of Bank Guarantee for Air-conditioning, Engine Alternator sets, Lifts and Sub-Station Works.

1. In modification of the existing procedure of Deposit of Earnest Money with each Tender in the shape of Cash/Demand Draft/Pay Order, it has been decided by the Telecom Commission to provide for an option to the Contractor(s) for depositing Bank Guarantee along with the Tenders for Air-conditioning, Diesel Engine Alternator, Lifts and Sub-station works wherever the amount of EMD is more than Rs.20, 000.
2. The Bank Guarantee shall be from a Scheduled Bank or from a Nationalized Bank..
3. The Bank Guarantee shall remain in force for 30 days after the period for which the tenders are valid.
4. The value of the Bank Guarantee to be deposited along with each Tender shall be at the rates of Earnest Money prescribed by the Government from time to time. The Bank Guarantee Bond for EMD Deposit shall be as per the Model form at Annexure-1.
5. The Bank Guarantee Deposit by the Contractors shall be entered in a register to be maintained by the Divisional Officer/Accounts Officer of the concerned Electrical Division and the register shall be reviewed periodically and appropriate action to be taken for extending/ en-cashing or release of these Bank Guarantee.
6. This is issued with the concurrence of Telecom Finance vide their U.O.No.274/FA-V dated
7. 26<sup>th</sup> Sept.1996 and shall come into force with immediate effect.

Encl.: Annexure- I



## Annexure-I

## MODEL FORM OF BANK GUARANTEE

BANK GUARANTEE BOND FOR EMD FOR AIR CONDITIONING, DIESEL ENGINE ALTERNATOR, LIFTS AND SUB STATION WORKS WHEREVER THE AMOUNT OF EMD IS MORE THAN RS. 20, 000/-.

Whereas \_\_\_\_\_ (hereinafter called "The Contractor(s)") has submitted its Tender dated \_\_\_\_\_ for \_\_\_\_\_ (Name of work) \_\_\_\_\_ KNOW ALL MEN by these Presents that we \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ ( hereinafter called "The Bank" ) are bound unto \_\_\_\_\_ (hereinafter called "The BSNL") in the sum of \_\_\_\_\_ for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Contractor(s) withdraws its Tender during the period of Tender validity specified on the Tender Form: or
2. If the Contractor(s) having been notified of the acceptance of its Tender by the BSNL during the period of Tender validity.
  - (a) Fails or refuses to execute the Contract in full (including 50% deviation) as per Master Agreement.
  - (b) Fails or refuses to furnish Security Deposit in accordance with the conditions of Tender document & Master Agreement.

WE undertake to pay to the BSNL up to the above amount upon receipt of its first written demand, without the BSNL having to substantiate its demand, provided that in its demand, the BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in the Tender Document up-to and including one hundred eighty (180) days after the period of the Tender validity, and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

Signature of the Witness

Name of Witness

Address of Witness

## Annexure-II

**PROFORMA FOR AGREEMENT**

(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Contract Agreement for the work of “-----  
 ---dated .....Between M/s ..... (Refer note) in the town of (address)  
 ..... herein after called the contractor (which term shall unless excluded by or  
 repugnant to be subject or context include its successors and permitted assigns) of the one part and the Bharat  
 Sanchar Nigam Limited herein after called the BSNL (which term shall unless excluded by or repugnant to the  
 subject or context include its successes and assigns) of the other part.

## WHEREAS

a. The BSNL is desirous that the execution of “-----  
 ----- should be  
 executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting  
 Tender, General Conditions of the Contract, Special conditions of the contract, Specifications,  
 Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed  
 Variations, other documents, has called for Tender (e-tender through publication in the portal).

b. The contractor has inspected the site and surroundings of the work specified in the tender documents and  
 has specified himself by carefully examinations before submitting his tender as to the nature of the surface ,  
 strata , soil , sub soil and grounds , the form and nature of the site and local conditions the quantities , nature  
 and magnitude of the work , the availability of the labour and materials necessary for the execution of work ,  
 the means of access of site , the supply of power and water thereto and the accommodation he may require  
 and has made local and independent enquiries and obtained complete information as to the matters and things  
 referred to or implied in the tender , documents or having any connection therewith and has considered the  
 nature and extent of all the probable and possible situations , delays , hindrances or interferences to or with the  
 execution and completion of the work to be carried out under the contract, and has examined and considered  
 all other matters, conditions and things and probable and possible contingencies, and generally all matters  
 incidental thereto and ancillary thereof affecting the execution and completion of the work and which might  
 have influenced him in making his tender.

a. The tender documents including BSNL’s Press Notice Inviting Tender, General conditions of Contract,  
 Special Conditions of Contract, Schedule of Quantities and Rates, General obligations, Specifications,  
 Drawings, Plan, Time Schedule for completion of work, Letter of Acceptance of tender and any statement  
 of agreed variations with its enclosures copies of which are hereto annexed form part of this contract  
 though separately set out herein and are included in the expression Contract wherever herein used.

## AND WHEREAS

The BSNL accepted the tender of M/s. \_\_\_\_\_ (refer note) (Contractor) for the work of “---  
 -----  
 ----- and conveyed vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ at the rates stated in the  
 Schedule of quantities for the work and accepted by the BSNL (hereinafter called the Schedule of Rates) upon  
 the terms and subject to the conditions of the contract.

**NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOW**

1. In consideration of the payment to be made to the contract for the work to be executed by him , the contractor hereby convenient with the BSNL that the contractor shall and will duly provide , execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to implied and there from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned. In the contract and
2. In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the schedule or rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.
3. The contract is subject to the jurisdiction of Court at DIMAPUR only. (Where the NIT/Tender has been issued)

It is specifically and distinctly understood and agreed between the BSNL and the contractor that the contractor shall have no right , title or interest in the site made available by the BSNL for execution of the works or in the building , structures or works executed on the said site by the contractor or in the goods , articles , materials etc. brought on the said site ( unless the same specifically belongs to the contractor ) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the BSNL shall have an absolute and unfettered right to take full possession of site and to remove the contractor , their servants , agents and materials belonging to the contractor and lying on the site.

In witness where of the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

**Signed and delivered for and on behalf of  
behalf of BSNL**

**Signature and delivered for and on  
the Contractor**

**(BHARAT SANCHAR NIGAM LIMITED)**

**OFFICIAL ADDRESS**

**(CONTRACTOR)**

Date  
Place

Date  
Place

**IN PRESENCE OF TWO WITNESSES**

SIGNATURE  
NAME

SIGNATURE  
NAME

SIGNATURE  
NAME

SIGNATURE  
NAME

## Annexure-III

**PERFORMANCE SECURITY GUARANTEE BOND**

1. In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ ( hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the BSNL an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of 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 by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

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

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

5. We (name of 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 contractor(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 Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
for \_\_\_\_\_

**(Indicate the name of Bank)**

**SCHEDULE OF QUANTITY****Name of Work:- Replacement of faulty items from 25 KVA Transformer at Aboi hill Exchange, Mon District Nagaland SSA.**

Sr. No.	Description of Items	Qty	Unit	Basic rate Excluding all Taxes & Charges per unit	Packing, forwarding, Insurance & other Miscellaneous Charges per unit	GST						Unit rate inclusive of all	Total Amount inclusive of all	Amount of Input Tax Credit to be availed by BSNL per unit	Rate excluding Input Tax Credit amount i.e. NET COST TO BSNL PER UNIT	Total Amount inclusive of all levies & charges but excluding Input Tax Credit i.e. TOTAL NET COST TO BSNL	HSN for Goods & SAC for Services
						CGST in percentage per unit	CGST Amount per unit	SGST/UGST in percentage per unit	SGST/UGST Amount per unit	IGST/UGST in percentage per unit	IGST/UGST Amount per unit						
1	2	3	4	5	6	7	8=7x(5+6)	9	10=9x(5+6)	11	12=11x(5+6)	13=5+6+(8+10) or 12	14=3x13	15=(8+10) or 12	16=13-15	17=3x16	18
1	Dismantling of existing faulty 25KVA transformer from DP Structure by arranging manual labour and crane including co-ordination to the nagaland electricity authorities etc as required.	01	Job														
2	Transportation of existing 25 KVA transformer from OCB Dimapur to ABOI HILL EXCHANGE and return back faulty 25 KVA transformer from ABOI HILL exchange to OCB Dimapur including loading and unloading etc as reqd.	01	Job														

3	General Servicing ; Minor repairing of 25 KVA transformer (11/0.415) KVA Aluminum wound transformer including cleaning oil tank and filterization of transformer oil ,supply & replacement of materials like gasket, bushing terminals etc as required. Heat testing in the oven to rise the megger value including checking any leakage in the transformer oil chamber, fins repairing with welding etc complete as required .	01	Job														
4	Earthing with GI earth plate 600mm X 600mm X 6mm thick including accessories and providing manonry enclosure with cover plate having locking arrangement and watering pipe of 2.7mtrs long etc. With charcoal , coke and salt as required	04	Sets														
5	Providing and fixing 25mm X 5mm GI strip in 40mm dia G.I Pipe from earth electrode including connection with G.I Nut, bolt, spring, washer excavation and re- filling etc as required	05	Mtrs														
6	Providing and fixing 25mm X 5mm G.I Strip on Surface or in recess for connection etc as	10	Mtrs														

	required																
7	Replacement of faulty post Insulator from existing GO/DO. set etc as reqd.	01	Set														
8	Supplying and laying of ACSR Weasel conductor on existing line etc as reqd.	120	Mtrs														
9	Reinstallation of existing 25KVA transformer to DP Structure by arranging manual labour and crane including testing ,commissioning with co-ordination to the nagaland electricity authorities etc as required.	01	Job														
<b>Total Amount including GST</b>																	
<b>Total Amount Excluding GST ( NET COST)</b>																	

Executive Engineer [E],  
BSNL Electrical Division, Dimapur

- Note:-**1) In case of ambiguity, between schedule and specifications, schedule shall prevail. If there is ambiguity between “schedule and specification” verses IS / BS standards, “schedule and specification” shall prevail.
- 2) The Bidder must mandatorily quote for all GST components as required.
  - 3) The Bidder who submits the offer with concessional 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 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 no 7 to 12 & 14.
  - 5) Amount quoted in column no-6 should be shown of Basic unit Price excluding all taxes & charges.

**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 & further extended on more items till date.
- 2) We hereby certify that HSN/SAC shown in column no-18 are correct & credit of GST for the amount shown in column in 14 above are admissible as per GST laws.

**Executive Engineer [E],  
BSNL Electrical Division, Dimapur**



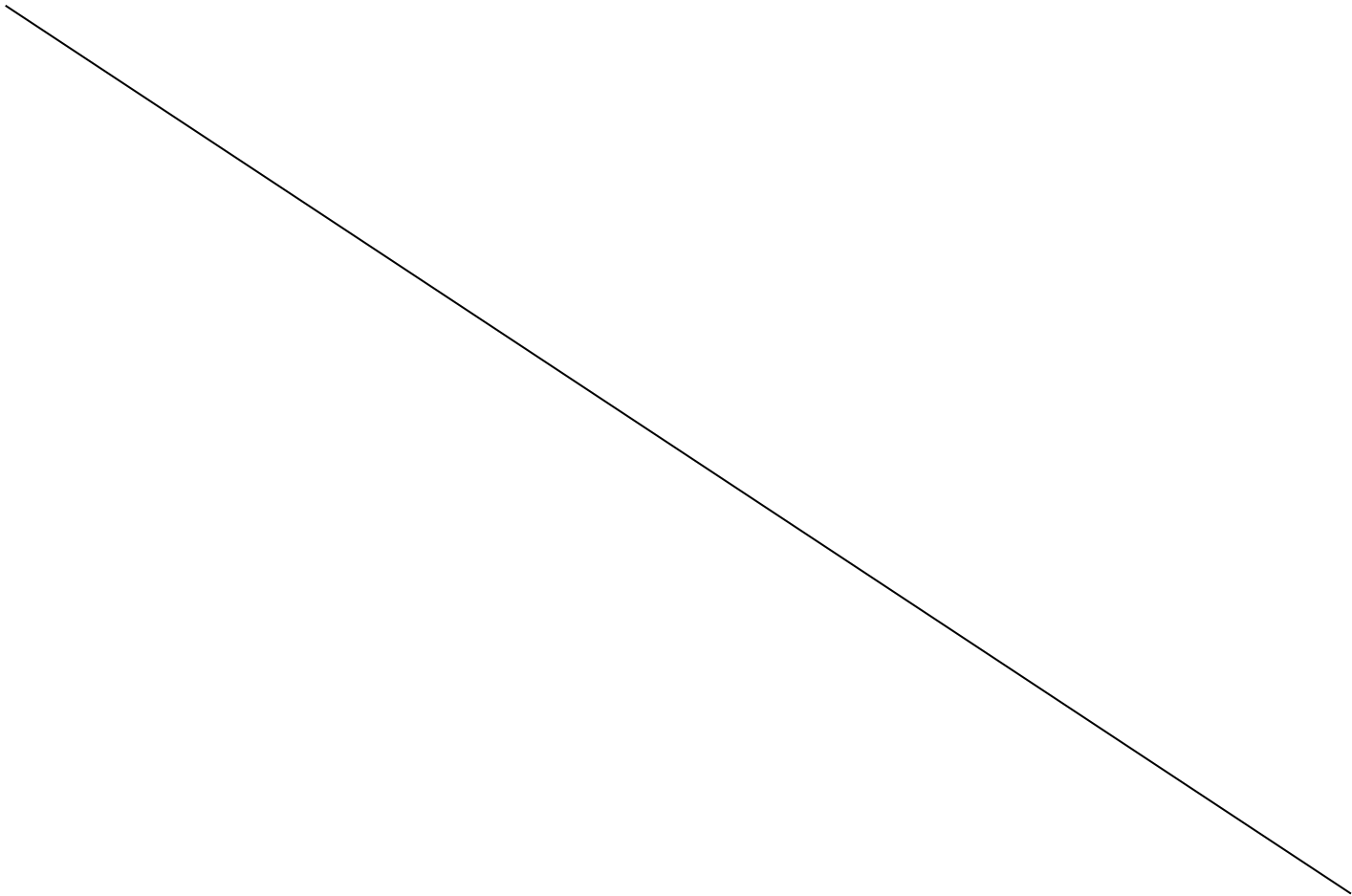
**SPECIFICATIONS  
(SUMMARY)**

**SECTION I: ELECTRICAL WORK**

**SECTION II: INTERNAL AND EXTERNAL ELECTRICAL WORKS  
ADDITIONAL SPECIFICATIONS**

**SECTION III: SPECIFICATION FOR EARTHING**

**SECTION IV: ADDITIONAL SPECIFICATIONS**



**SECTION-I****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 up to 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. MS Tray**

1. Power cables shall be laid in racks or trays made out of minimum 40 x 40 x 2mm thick MS solid/ slotted angle having weight of minimum 970 grams/meter & MS flat of size not less than 12mm x 2mm thick. The cable shall be fixed on the tray using suitable size clamps, nut bolts & washers. The linear distance between two clamps shall not exceed 150mm. The trays shall be suspended with hangers at every 1.5 meter from ceiling or fixed on the wall using suitable brackets as required. No trenches shall be made in floors for this purpose. Where two or more cables are laid together, the cables shall be properly de-rated.

**5. 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.

**SECTION-II**  
**INTERNAL AND EXTERNAL ELECTRICAL WORKS**  
**ADDITIONAL SPECIFICATIONS**

1. All repairs & patch work shall be neatly carried out to match with the original finish & all damages caused to the building installation during the execution of work shall have to be made good by the contractor immediately at his own cost to the entire satisfaction of Engineer-in-charge. In case contractor fails to comply with the instructions of the Engineer-in-charge, Engineer-in-charge shall be at liberty to get the work done by any other agency and recover such amount as paid to the other agency from the bill(s) of the contractor. Contractor shall have no claim, whatsoever, on the extent of such amount.
2. Wherever ceiling roses are not required to be provided in the light/fan/exhaust fan points, due to site conditions, the contractor shall use suitable three pin connectors for which nothing extra shall be paid. Wiring shall be carried out with FR wires. Copper wire upto 4 sq.mm may be single stranded whereas wires above 4 sq.mm shall be multi-stranded conductor. Termination of multi-stranded conductors shall be done using crimping type thimbles at both the ends. Nothing extra shall be paid for the same.
3. Contractor shall provide polythene/PVC plastic cover for all MDB 's/SDB 's/DB 's to protect them from rust/damages, during execution of work till the work is actually completed and handed over to the department.
4. The loose wire boxes/cable end boxes (adaptor boxes) shall be provided on the various electrical boards to facilitate the termination of the wiring in the various mountings. The boxes shall be of the same make as the DB's as far as possible. Wherever the company made cable end boxes are not available they shall be neatly fabricated with 16 SWG CRCA sheet steel, duly powder coated, dust & vermin proof and the front cover of MS sheet shall be with rubber gasket suitably screwed or with 3mm thick phenolic laminated sheet of Hylam/Formica instead of MS sheet, as desired by the Engineer-in-charge. The length of such boxes shall be same/or more as the width of the electrical switchboard. Such loose wire boxes are deemed included in the scope of the work and no extra payment shall be made for them.
5. All debris/malba resulting due to electrical work shall be removed on daily basis and completion of the work shall only be accepted after the site has been cleaned of all Melba. In case, contractor fails to comply, the same shall be got removed by the other agency and the payment so made shall be recovered from the bill(s) of the contractor.
6. The contractor shall have to make arrangements, at his own risk and cost, for transportation of materials from the point of issue of stores to site of work, if any.
7. Makes of all items that are not covered in the schedule of work/additional specifications shall be got approved from the Engineer-in-charge and shall conform to relevant Indian Standard as applicable.
8. The contractor shall ensure that the staff employed by him for execution of the electrical work, possess the valid electrical license issued by competent authority. Consequences arising due to the default of the contractor in not complying with the above condition shall be the responsibility of the contractor.
9. Copper lugs shall be provided for terminating copper/aluminum/GI earth wire to all switchboards for which nothing extra shall be paid. All multistrand/ stranded wires shall be terminated through copper lugs. All hardware items such as screws, thimbles, G.I. Wires, etc. which are essentially required for completing an item as per specifications will be deemed to be included in the item even when the same have not been specifically mentioned.
10. All concealed work and earthing shall be done in the presence of the Engineer-in-charge or his authorized representative.
11. The schematic diagram/dimensional drawings of the various electrical cubical panels shall be got approved from the Engineer-in-charge before fabrication and shall comply with CPWD specifications and Indian Electricity Rules. The panels shall conform to IS: 8623/1993. All panels shall be powder coated inside out, in shade approved by the Engineer-in-charge.
12. All floor-mounted panels shall be mounted on thick M.S. channel on all the sides. It shall have a continuous earth bus running continuously along the length of the panel extending on either side for earth connection.

13. The doors of all cubicle panels shall be hinged type including those of bus bar chambers and cable alleys. The locking shall be with chrome plated metal key locks. All doors shall be earthed with copper conductor wire as approved by the Engineer-in-charge.
14. The work shall be carried out according to drawing approved by the Engineer-in-charge. The layout once approved can only be changed by the Engineer-in-charge as per requirement at site. It shall be the responsibility of the contractor to plan the layout and get the approval from the Engineer-in-charge before laying the conduits etc.
15. The MCB should be of the same make as that of MCB DB's and having a minimum breaking capacity of 10 KA. Contractor shall obtain approval of the Engineer-in-charge before procurement of MCB DB's.
16. All model of modular accessories required for the work shall be got approved from the Engineer-in charge from among the approved makes. The base plate shall be preferably in sheet steel or otherwise in unbreakable polycarbonate. The cover plates shall be screw less type in shade approved by the Engineer-in-charge.
17. Contractor shall have to check the Site Order Book for any instructions of the Engineer-in-charge or his authorized representative and sign the site order book. He shall be bound to ensure compliance with the instructions recorded therein.
18. The MCCB's shall be compatible for reliable protection and accurate measurement. The rated Service breaking capacity (kAmps) shall be 100% of Ultimate breaking capacity (kAmps). All MCCB's shall be current limiting type with features as per relevant IS codes and CPWD specification.
19. MCCB's shall be used with terminal spreaders and all terminals shall be shrouded to avoid direct contact.
20. Mechanical Castle key interlock shall be provided among the incomer MCCB's, wherever, as applicable, two different incomer sources are provided in the panel as per the directions of the Engineer in charge. The same is deemed included in the scope of work.
21. All measuring and indicating instruments shall be protected through fuses/ MCB's and isolating switches.
22. General arrangement drawing of the switchboard shall be got approved from the Engineer-in-Charge before commencement of manufacturing. While deciding the size of switch boxes for light point/fan points/exhaust fan point items, wherever fan regulators are to be provided, extra two modules will be provided for fan regulators (fan regulator is to be provided in separate item).
23. For the items like LT panels, feeder pillars and accessories, etc, the firm shall arrange for inspection in the factory and provide for all facilities for testing. The cost of the visit of Engineer-in-Charge or his representative shall be borne by department. However, firm will be responsible for arranging the inspections as required.
24. Conduit layout as per switching arrangement shall be prepared by contractor and got approved from the Engineer-in-Charge before slab casting. However the Engineer-in-Charge has the right to change the layout as per the site requirements and the contractor shall not have any claim due to change in layout.
25. To facilitate drawing of wires (including telephone/ fire alarm wires) 16/18 SWG G.I fish wire shall be provided along with lying of recessed conduit for which no extra payment shall be made to contractor. Color coding shall be done for conduit laid for different services as per direction of Engineer-in –charge.
26. Conduit and termination to SDB and main board adapter box i/c connection wires to MCB,s inter connection between SDB and main board etc shall be included in the tendered rates and nothing extra shall be paid for the same.
27. The contractor shall provide junction boxes / looping boxes of required sizes and such boxes shall be measured as part of conduit / batten wiring without any extra payment.
28. Only brass screws along with brass washers will be used for fixing Phenolic laminated sheet covers and at other places aluminum alloy/ brass / cadmium plated screws, nuts, washers will be used.
29. M.S. dash fastener shall be used for installation of fittings and fixtures in ceiling and for providing suspenders for the angle support, conducting, cable tray etc. for which nothing extra shall be paid
30. All CI/metal boxes & junction boxes should be cleaned properly and painted from inside before wiring & fixing the accessories.

31. In wiring items like point wiring / wiring for light and power plug /circuit wiring / sub main wiring, the item includes the cost of conduit also.
32. For items of power plugs, 15 Amp socket shall be of universal 6 pin type.
33. (a) The telephone conduits shall be laid with GI fish wires kept, pulled in for pulling of wires, at least 1000mm extra at outlets.  
(b) Main junction box of telephone conduit system shall be mounted at a height so that the top of box does not exceed 1.65 meters from the floor level and in a suitable location for working by the staff, with approval of Engineer-in-charge.
34. The work is to be carried out in good-workman like manner & generally in accordance with the plans. However, the contractor will be bound to carry out the work with minor deviations over the plans supplied if desired by the Engineer-in-Charge of the works.
35. Deep Junction boxes of PVC/ metal shall be provided for conduits laid in RCC Slabs.
36. The MCB's, RCCB with MCB and MCB DB's shall be of the same make. The front cover of the MCB DB's shall be powder coated.
37. All metal boxes housing control switches, regulators and plug sockets shall be suitably earthed and no extra amount is payable on this account for loop earthing switch boxes of same distribution circuits.
38. General arrangement drawing of the switch board shall be got approved from the Engineer-in-Charge before commencement of manufacturing.
39. The contractor is advised to visit the site of work to have an idea of the execution of the work, failure to do so will not absolve their responsibility to do the work as specified in agreement.
40. The rates should be inclusive of all taxes & duties. Nothing extra will be paid on this account.
41. Termination of wiring inside the DB's Main Board shall be with crimped copper lugs connection.
42. Point wiring and Power wiring shall be taken in separate conduit.
43. The contractor shall also supply insulation and earth test reports before the installations are handed over to the Engineer-in-Charge in good condition, as required under CPWD specifications.
44. Where conduit has already been laid in slabs / wall (through other agencies before award to this agency) the same shall be used by the contractor for drawing wires for items like point wiring or circuit / sub main wiring in which the above conduits forms a component of the item. Payment will be made to the contractor for such items based on the agreement rates for the complete item. However recovery will be made for quantities already laid in slabs / wall from the contractor's bill at the rate derived from similar items in the agreement of schedule rate for the item enhanced by overall agreement percentage, whichever is higher.

**SECTION-III**  
**SPECIFICATION FOR EARTHING**

**1.0 SCOPE:-**

This chapter covers the essential requirement of earthing system components and their installation. This shall be read with which lays down criteria for their design. For details not covered in these specifications, IS Code of Earthing (IS : 3043-1987) shall be referred.

**1.1. APPLICATION:-**

- (i) The electrical distribution system in the department is with earthed neutral (i.e., neutral earthed at the transformer/generator end). In addition to the neutral earthing, provision is made for earthing the metallic body of equipment's and non-current carrying metallic components in the sub-station, as well as in the internal/external electrical installations.
- (ii) Earthing system is also required for lightning protection, computer installations and for functional reasons.
- (iii) Earthing requirements are laid down in Indian Electricity Rules, 1956, as amended from time to time, and in the Regulations of the Electricity Supply Authority concerned. These shall be complied with.
- (iv) Though this chapter form part of the Specifications for Internal EI works, these requirements shall be complied with in works of earthing for other applications also.

**1.2. MATERIALS.****1.2.1. EARTH ELECTRODES.****1.2.1.1. TYPES:-**

The type of earth electrode shall be any of the following, as Specified (For selection criteria in designs)

- (a) Pipe earth electrode.
- (b) Plate earth electrode.
- (c) Strip or conductor earth electrode.

**1.2.1.2. Electrode materials and dimensions:-**

- (i) The materials and minimum sizes of earth electrodes shall be as per table VIII.
- (ii) GI pipe electrodes shall be cut tapered at the bottom, and provided with holes of 12mm dia, drilled not less than 7.5cm from each other up to 2m of length from the bottom.
- (iii) The length of the buried strip or conductor earth electrode shall be not less than 15m. This length shall suitably be increased if necessary, on the basis of the information available about soil resistance, so that the required earth resistance is obtained. Prior approval of the Engineer-in-charge shall be taken for any such in-crease in length.

**1.2.2. EARTHING CONDUCTOR:-**

- (i) The earthing conductor (protective conductor from earth electrode up to the main earthing terminal/earth bus, as the case may be) shall be of the same material as the electrode, viz, GI or copper, and in the form of wire or strip as specified.
- (ii) The size of earthing conductor shall be specified, but this shall not be less than the following (For calculating the size of the earthing conductor in design).
  - a. 5mm dia. (6SWG) for GI, or 4mm dia. (8SWG) for copper wire.
  - b. 25mmx4mm in the case of GI strip, or
  - c. 20mmx3mm in the case of copper strip.
- (iii) Earthing conductor larger that the following sectional areas need not be used, unless otherwise specified.
  - a. 150 Sq.mm. in case of GI in case of GI,
  - or,
  - b. 100 Sq.mm. in the case of copper strip.

**1.2.3. EARTH BUS:-**

- (i) Two copper strips, each of size 50mmx5mm shall be provided as earth bus in a 11KV sub-station and/or diesel generating station irrespective of the capacity of the transformer or the D.G. set. Each of these strips shall be connected to an independent earth electrode. The two earth leads from the body of each transformer/panel/generating set etc. shall be connected to these two strips of earth bus. The two strips of the earth bus shall be bonded together.

- (ii) The neutral earth leads of the transformer and/or generator alternator shall not be connected to this earth bus. They shall be connected directly to individual earth electrodes.

#### 1.2.4. **HARDWARE ITEMS:-**

All hardware items used for connecting the earthing conductor with the electrode shall be of GI in the case of GI pipe and GI Plate earth electrodes, and forged tinned brass in case of copper plate electrodes.

#### 1.2.5. **PROTECTIVE (Earth continuity Loop Earthing) CONDUCTOR:-**

- (i) The material and size of protective conductors shall be as specified.(For criteria in design of these)
- (ii) The minimum cross sectional area of a protective conductor (not contained within a cable or flexible cord) shall be:-
  - a) 2 mm dia. (14 SWG) in case of copper.
  - b) 2.5 mm dia. (12 SWG) in case of GI,or.
  - c) 2.24 mm dia. (13 SWG) in case of Aluminum.
- (iii). Unless otherwise specified, GI conductor should not be ordinarily used as protective conductor within any circuit, beyond a DB downstream.

#### 1.3. **LOCATION FOR EARTH ELECTRODES:-**

- (i) Normally an earth electrode shall not be located closer than 1.5 m from any building. Care shall be taken to see that the excavation for earth electrode does not affect the foundation of the building, in such cases, electrodes may be located further away from the building, with the prior approval of the Engineer-in-charge.
- (ii) The location of the earth electrode will be such that the soil has a reasonable chance of remaining moist as far as possible. Entrances, pavements and road ways, should be avoided for locating earth electrodes.

#### 1.4 **INSTALLATION.**

##### 1.4.1. **ELECTRODES.**

##### 1.4.1.2. **Various types of electrodes:-**

- a) Pipe electrode shall be buried in the ground vertically with its top at not less than 20cm below the ground level.
- b) In locations where the full length of pipe electrode is not possible to be installed due to meeting a water table, hard soil or rock, the electrode may be to reduced length, provided the required earth resistance result is achieved with or without additional electrodes, or any alternative method of earthing may be adopted, with the prior approval of the Engineer-in-charge. Pipe electrodes may also be installed in horizontal formation in such exceptional cases.
  - (i) Plate electrode shall be buried in ground with its faces vertical, and its top not less than 3 m below the ground level.
  - (ii) When more than one electrode (plate/pipe) is to be installed a separation of not less than 2m shall be maintained between two adjacent electrodes
- c) The strip or conductor electrode shall be buried in trench not less than 0.5m deep.
- d) If conditions necessitate the use of more than one strip or conductor electrode, they shall be laid as widely distributed as possible, in a single straight trench where feasible, or preferably in a number of trenches radiating from one point.
- e) If the electrode cannot be laid in a straight length, it may be laid in a zig-zag manner with a deviation up to 45 degrees from the axis of the strip. It can also be laid in the form of an arc with curvature more than 1m or a polygon.

##### 1.4.1.3. **Artificial treatment of soil:-**

When artificial treatment of soil is to be resorted to, the same shall be specified in the schedule of work. The electrode shall be surrounded by charcoal/coke and salt as indicated. In such cases, excavation for earth electrode shall be increased as per dimensions indicated in these figures.

**1.4.1.4. Watering arrangement:-**

- (i) In the case of plate earth electrodes, a watering pipe 20mm dia, medium class pipe shall be provided and attached to the electrodes as shown in gif. 4 and 5. A funnel with mesh shall be provided on the top of this pipe for watering the earth.
- (ii) In the case of pipe electrodes, a 40mm x 20mm reducer shall be used for fixing the funnel with mesh.
- (iii) The watering funnel attachment shall be housed in a masonry enclosure of size not less than 30cm x30cmx30cm.
- (iv) A cast iron/MS frame with MS cover, 6mm thick, and having locking arrangement shall be suitably embedded in the masonry enclosure.

**1.4.1.5. EARTHING CONDUCTOR (Main earthing lead):-**

- (i) In the case of plate earth electrode, the earthing conductor shall be securely terminated on to the plate with two bolts, nuts, check nuts and washers.
- (ii) In the case of pipe earth electrode, wire type earthing conductor shall be secured using a through bolt, nuts and washers and terminating socket.
- (iii) A double C-clamp arrangement shall be provided for terminating tape type earthing conductor with GI watering pipe coupled to the pipe earth electrode. Galvanized "C" shaped strips, bolts, washers, nuts and checkouts of adequate size shall be used for the purpose.
- (iv) The earthing conductor from the electrode up to the building shall be protected from mechanical injury by a medium class, 15mm dia. GI pipe in the case of wire, and by 40mm dia, medium class buried at least 30cm deep (to be increased to 60cm in case of road crossing and pavements). The portion within the building shall be recessed in walls and floors to adequate depth in due co-ordination with the building work.
- (v) The earthing conductor shall be securely connected at the other end to the stub/earth bar provided on the switch board by:
  - a) Soldered or preferably crimped lug, bolt, nut and washer in the case of wire, and,
  - b) Bolt, nut and washer in case of strip conductor.

In the case of substations or alternators, the termination shall be made on the earthing terminal of the neutral point on the equipment and/or the earth bus, as the case may be.

**1.4.3. EARTH BUS AND MAIN EARTHING TERMINAL:-**

- (i) In the case of substations and generating stations, two numbers copper/GI (as specified) earth bus shall provided, duly connected to two numbers of independent electrodes, exclusively for equipment (body) earthing of substation or generating station equipments.
- (ii) In all other installations, main earthing terminal shall be provided at the main switch board. This may be in the form of earth stud or single earth bar depending on the type of the switch board.
- (iii) Following conductors shall be terminated on to the main earthing terminal.
  - (a) Earth connection from electric supply company (where provided).
  - (b) Earthing conductor from electrode.
  - (c) Protective conductors.
  - (d) Equipment potential bonding conductors.

**1.4.4. PROTECTIVE(Loop earthing/earth continuity) CONDUCTOR:-**

- (i) Earth terminal of every switch board in the distribution system shall be bonded to the earth bar/terminal of the upstream switch board by protective conductor (s).
- (ii) Two protective conductors shall be provided for a switch board carrying a 3 phase switch gear thereon. All the mountings of industrial type switch boards shall be bonded to the earth stud/earth bar using a protective conductor looping from one to another. Loop earthing of individual units will not be however necessary in the case of cubicle type switchboards.
- (iii) The earth connector in every distribution board (DB) shall be securely connected to the earth stud/earth bar of the corresponding switch board by a protective conductor.
- (iv) All metallic switch boxes and regulator boxes and regulator boxes in a circuit shall be connected to the earth connector in the DB by protective conductor (also called circuit protective or loop earthing conductor), looping from one box to another up to the DB.



- (v) The earth pin of socket outlets as well as metallic body of fan regulators shall be connected to the earth stud in switch boxes by protective conductor. Where the switch boxes are of non-metallic type, these shall be looped at the socket earth terminals, or at an independent screwed connector inside the switch box. Twisted earth connections shall not be accepted in any case.
- (vi) Double earthing strips in rising mains, bus trunking etc. shall be securely connected to the earth bar/earth stud at the sending end switch board. In the case of overhead busbar systems, protective conductor shall be provided in addition to feeder cable armouring connection.

**1.5. EARTH RESISTANCE:-**

- (i) The earth resistance at each electrode shall be measured. No earth electrode shall have a greater ohmic resistance than 5 ohms as measured by an approved earth testing apparatus. In rocky soil the resistance may be upto 8 ohms.
- (ii) Where the above stated earth resistance is not achieved, necessary improvement shall be made by additional provisions, such as additional electrode (s), different type of electrode, or artificial chemical treatments of soil etc., as may be directed by the Engineer-in-charge.
- (iii) In addition to the above (I) The earthing is to be got A/T'ed in the presence of representatives of A/T wing or any other nominated authority as per A/T Schedule till the final results are achieved. The testing equipment required that at site shall be arranged by the contractor without any extra charges.
- (iv)

**1.6 MARKING:-**

- (i) Earth bars/terminals at all switch boards shall be marked permanently, either as "E" or as.
- (ii) Main earthing terminal shall be marked "SAFETY EARTH- DO NOT DISCONNECT".

**SECTION-IV****ADDITIONAL SPECIFICATIONS**

- 1 The equipment offered and the work shall be carried out as per current CPWD specification for electrical works as amended from time to time and Indian electricity rules as amended up to date. The specification /conditions indicated here in under will be applicable to the extent of the details of item including schedule of work.
- 2 The firm shall prepare the general layouts of M.V. panels i/c capacitor panel, single line diagram & control wiring diagrams, Electrical Interlock diagram, general arrangement layout of substation equipment etc and submit to the Engineer-in-charge for his approval within 15 days after the award of work.
- 3 The layout of the work will be given by the Engineer-in-charge or his duly authorized representative at site of work.
- 4 It will be responsibility of the contractor to issue of Test Report of the installation without any extra cost.
- 5 Excise gate pass/ Invoice and factory test reports shall be submitted at the time of delivery of equipment at site.
- 6 M.V. panels shall be manufactured from CPRI/TAC approved firm.
- 7 The work shall be supervised by a qualified Supervisor.
- 8 Rejected materials if any, shall have to be removed from site immediately by the contractor at his cost and risk.
- 9 The contractor shall submit the completion plan as per Clause 8.2, of the agreement within 30 days of the completion of work. Failing to submit the completion plan, he will be liable to pay a sum equivalent to 2.5% of the value of work subjected to the ceiling of Rs.15000/- as per the clause-8.3 of agreement.
- 10 The contractor will have to give the following tests at his cost and intimate test results before final bills are paid. Nothing extra will be paid to him on this account.
  - a. Meggar test between Phases, Neutral and Earth for all systems.
  - b. Earth Resistance test for all earth stations.
  - c. Functional test of all switchgears and circuit breakers.
  - d. Relay test & their settings.
  - e. Polarity test.
- 11 Any damage done to the building by the contractor during the execution of work shall have to be made good at his cost and risk. If he does not do it himself within a reasonable time as determine by the Executive Engineer (E) then the same will be got done at his cost departmentally after giving notice to him.
- 12 While making the end connections of wires, no strand shall be cut and the termination of wire shall be done with necessary lugs and ferrules without any extra payment.
- 13 Lugs should be provided while terminating of G I earth wires for earth continuity without any extra payment.
- 14 The contractor shall furnish the test certificate of manufacturer in triplicate for all equipment and panels. Necessary instruction manuals, operation and maintenance manual in triplicate for ACBs of M.V. panel and major items shall be furnished before completion of work.

- 15 The overhead bus trunking system shall be fabricated as per the specification attached.
- 16 The fixing of the bus trunking, cable trays etc. to ceiling / wall etc. shall be done using suitable hangers. Fixing of panel boards on slabs, hangers on ceiling/walls shall be done using suitable expansion fasteners instead of grouting bolts
- 17 Wherever electrical termination, connections are made between dissimilar metals like copper and aluminum suitable size bimetal strips, washer shall be used.
- 18 Earthing shall be done in presence of the Engineer In Charge or his duly authorized representative.0
- 19 All necessary Tools & Plants shall be arranged by the contractor at his cost and risk.
- 20 Wherever two plates are joined like transformer body and cable end box etc., those have to be provided with laminated copper clip/tinned flexible copper strip connection at intervals without extra cost .

**BHARAT SANCHAR NIGAM LIMITED**  
**LIST OF APPROVED MAKES- BSNL ELECTRICAL WING**  
**(AS ON 29.02.2016)**

1. Engine	Ashok Leyland /Cummins/ Cater pillar /KOEL/ Volvo Penta / Mahindra & Mahindra (up to 200 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 35 KVA)
2. Alternator(Brushless)	Crompton Greaves (AL. series) / KEC /Leroy Somer / Stamford/Jyoti Ltd
3. Battery (Lead Acid / Mntc. Free)	Amara Raja / AMCO / Farukawa / Hitachi/ Exide/ Prestolite / Standard
4. HV Switchgear (Vacuum Circuit Breaker/SF6 )	Biecco Lawrie / Crompton / Kirloskar /MEI / Jyoti Ltd
5. Transformer (Oil filled / Dry type)	
a) Above 400 KVA	ABB / Schneider Electric /Andrew Yule /Bharat Bijlee / Crompton / EMCO /Kirloskar / Siemens
b) Up to 400 KVA	In addition to above makes, Uttam/Patson/Rajasthan Transformer and Switchgear
6. Air Circuit Breaker	L&T/ Schneider Electric / Siemens
7. MCCB(Ics=Icu)	L&T/ Schneider Electric / Siemens
8. SDF units	L&T/ Schneider Electric / Siemens/ HPL/ Havells
9. Power Contactors	L&T/ Schneider Electric / Siemens/ Lakshmi(LECS)
10. Change Over Switch	HPL / Havells / H-H Elcon
11. Intelligent APFC Relay	L&T/EPCOS(Siemens)/Schneider Electric / Neptune Ducati/Syntron/ABB
12. Bus Bar Trunking/ Sandwiched Bus Duct	Moeller/L&T/Schneider Electric/ABB/Legrand/Zeta
13. Power Capacitors (MPP/APP)	L&T/EPCOS(Siemens)/ABB/Crompton/ Schneider Electric/Neptune Ducati
14. Digital/ KWHr meter	Schneider Electric/ AE/ Digitron / IMP/Meco/ Rishabh / Universal/HPL/L&T/ABB/Yokins
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/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

**NOTE-**

1. In case of External / PMC works, the list of approved makes may be modified as per client's requirement.
2. The accessories such as CT/PT/measuring instrument/relays provided by approved make in respect of Transformer/HT Panel/DG /AC Package by approved make in respect of Transformer/HT Panel/DG /AC Package Units as supplied by approved manufacturer along with the equipments are also acceptable in addition.
3. Any additional makes may be approved by concerned PCEs/Sr CEs/CEs(Elect) for the work under his jurisdiction as already accorded vide letter no. 3-2-5/EW/VEP-1/2007 dated 05-07-2007.