



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

FORM NO. BSNL W-7/8

**GENERAL CONDITIONS OF
CONTRACT FOR CIVIL WORKS**

[As approved by Management committee of BSNL vide no. NIT-Contract Conditions/ 2004-A&C-W(T)/218 dated 27.04.06]

1. Correction slip no. 1 circulated vide no. NIT & Contract Conditions-2004/A&C/W(T)/170 dated 02.11.07 has been incorporated.
2. Correction slip no. 2 circulated vide no. NIT & Contract Conditions-2004/A&C/W(T)/90 dated 07.04.08 has been incorporated.
3. Correction slip no. 3 circulated vide no. NIT & Contract Conditions-2013/A&C/W(T)/224 dated 02.07.2015 has been incorporated.
4. Correction circulated vide no. 4-Enlistment Rules 2004/A&C/W(T)/178 dated 31st May 2010 has been incorporated.
5. Correction slip no. 4 circulated vide no. NIT & Contract Conditions/2013/A&C/W(T)/13 dated 04.04.2013 has been incorporated.
6. Correction slip no. 5 circulated vide no. NIT & Contract Conditions/2013/A&C/W(T)/292 dated 14.08.2013 has been incorporated.
7. Correction slip no. 6 circulated vide no. NIT & Contract Conditions/2013/A&C/W(T)/224 dated 02.07.2015 has been incorporated.

PERCENTAGE RATE / ITEM RATE TENDER & CONTRACT

(Tender Form BSNL W- 7/8)

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This form is applicable to both types of tenders i.e. "Percentage rate tenders and Item rate tenders". Accordingly alternative provisions for condition Nos. 4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (BSNL W-7) or item rate tender (BSNL W-8).

BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

General Rules and Directions

1. All work proposed for execution by contracts will be notified in a form of invitation to tender duly signed by the officer inviting tender, displayed on the notice board/ pasted in public places or by publication in newspapers as the case may be and shall also be on the website indicated in the invitation.
This form will state the work to be carried out, as well as the date for receipt of application, the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs and drawings and any other documents, required in connection with the work signed for the purpose of identification by the officer inviting tender, shall also be open for inspection at the office of the officer inviting tender during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each Partner thereof or by the partner(s) as specified in the partnership deed or by the person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partner(s) or by the partner(s) as specified in the Partnership Deed by the person holding a power of attorney authorizing him to give effectual receipts for the firm.
4. **[Applicable for Item Rate Tender Only (BSNL W-8)]**
Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. No single envelope shall include tender for more than one work, but contractors who wish to tender for two or more works shall submit separate envelope for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.
The rate(s) must be quoted in decimal coinage. Amount(s) must be quoted in full rupees by ignoring fifty paise and less, and, considering more than fifty paise as rupee one.
- 4(A). **[Applicable for Percentage Rate Tender Only (BSNL W-7)]**
In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. No single envelope shall include tender for more than one work, but contractors who wish to tender for two or more works shall submit separate envelope for each. Tender shall have the name and number of the work to which they refer, written on the envelopes.
5. The officer inviting tender or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. A receipt of earnest money, forwarded therewith, shall be given to all contractors. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor, remitting the same, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment, to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the AO/ Sr. AO or a duly authorised Cashier.
8. The memorandum of work tendered for and schedule of the materials to be supplied by the BSNL and their issue-rates shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

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

10. [Applicable for Item Rate Tender Only (BSNL W-8)]

In case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates, which correspond with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

In the event of no rate has been quoted for any item(s) then the rate for such item(s) will be considered as zero and work will be required to be executed accordingly. It will be presumed that the contractor has included the cost of this / these items(s) in other item(s).

10 A. [Applicable for Percentage Rate Tender Only (BSNL W-7)]

In case of Percentage Rate Tenders, only percentage quoted shall be considered. Any tender containing item rates, is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

11. In case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

12. [Applicable for Item Rate Tender Only (BSNL W-8)]

All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word Rs. should be written before the figure of Rs. and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the rate in words and it should not be written in the next line.

12 A. [Applicable for Percentage Rate Tender Only (BSNL W-7)]

In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such away that no interpolation is possible. In case of figures, the word 'Rs' should be written before the figure of rupees and the word P after the decimal figures, e.g. 'Rs.2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end.

13. The contractor whose tender is accepted, for amount exceeding Rs.15.00 Lakhs (Rupees Fifteen Lakhs), will be required to furnish an irrevocable PERFORMANCE GUARANTEE of 5% (Five Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the Contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of Acceptance of Tender. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India

The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by BSNL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash (upto

Rs.2500.00/Demand draft/Banker's Cheque/Deposit at Call Receipt of a Scheduled Bank or The State Bank Of India in accordance with the form annexed hereto.

In case of works with estimated cost put to tender is up-to and including Rs. 15.00 Lakhs (Rupees fifteen Lakhs) the total security deposit deducted shall be 10(Ten)% instead of 5(Five)% of the tendered value of the work. Security Deposit shall be recovered @10% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work

14. On acceptance of the tender, the name of the accredited representative(s)of the contractor, who would be responsible for taking instructions from the Engineer-in-Charge, shall be communicated in writing to the Engineer-in-Charge.
15. Sales-tax, purchase tax, turnover tax or any other tax on material in respect of the contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.
16. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/ gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, the tender of the contractors, tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class, which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
19. The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of Work	Name and Particulars of Division where work is being executed	Value of Work	Position of Work in progress	Remarks
1	2	3	4	5

20. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer, 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.

CONDITIONS OF CONTRACT**Definitions**

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Bharat Sanchar Nigam Limited and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
 - 2.1 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.
 - 2.2 The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - 2.3 The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - 2.4 The **Bharat Sanchar Nigam Limited / BSNL** shall mean Bharat Sanchar Nigam Limited, (A Government of India Enterprise) having its registered office at Statesman House, Connaught Circus, New Delhi-110001 and shall include their legal representatives, employees and permitted assigns.
 - 2.5 The **Engineer-in-Charge** means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the agreement on behalf of Bharat Sanchar Nigam Limited as mentioned in Schedule 'F' hereunder.
 - 2.6 **Government** or **Government of India** shall mean the Bharat Sanchar Nigam Limited.
 - 2.7 The term **Senior Deputy Director General (BW)** (Senior DDG (BW)) includes Principal Chief Engineer and Chief Engineer of the Zone.
 - 2.8 **Accepting Authority** shall mean the authority mentioned in Schedule 'F'
 - 2.9 **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening 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.
 - 2.10 **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.
 - 2.11 **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
 - 2.12 **Department** means Bharat Sanchar Nigam Limited and shall include their legal representatives, employees and permitted assigns. who invite tenders on behalf of BSNL.
 - 2.13 **Tendered Value** means the value of the entire work as stipulated in the letter of award.

2.14 The **Date of award of work** shall denote the date of issuance of communication of acceptance of the tender.

2.15 The term **Chief Engineer** shall mean and include Principal Chief Engineer/ Chief Engineer of the Zone

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. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all the 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 out

6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment's and transport which may be required in preparation of and for items given in the schedule of Quantities (Schedule-A) 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

7. 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 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.

Discrepancies & adjustments of Error

8. 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 drawings figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the schedule of Quantities, and the Specifications etc., the following order of preference shall be observed:

- (i) Description of Schedule of Quantities.
- (ii) Particular Specification and Special Condition, if any.
- (iii) CPWD Specifications.
- (iv) Indian Standard Specifications of B.I.S.

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

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

Signing of Contract

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 30 days of award of work sign the contract consisting of:-
 - (i) 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.
 - (ii) Standard form as mentioned in Schedule 'F' consisting of

- a) Various standard clauses with correction(s) upto the date stipulated in Schedule 'F' along-with Annexes thereto.
- b) Safety Code.
- c) Modal Rules for the protection of Health and Sanitary arrangements for Workers employed by BSNL or its contractors.
- d) Contractor's Labour Regulations.
- e) List of Acts and omissions for which fines can be imposed.

CLAUSES OF CONTRACT**CLAUSE 1. : (PERFORMANCE GUARANTEE)**

- (i) The person/persons whose tender(s) may be accepted (Hereinafter called the Contractor) for amount exceeding Rs. 15.00 Lakhs (Rupees Fifteen Lakhs) shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the Contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of Acceptance of Tender. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed. 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 said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the BSNL to make good the deficit.
- (ii) Letter of Acceptance of Tender shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the Commencement of Work award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure of the contractor to furnish the performance guarantee within the specified period, the BSNL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- (iii) The performance Guarantee shall be initially valid for a period upto 60 days beyond the stipulated date of completion. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended, at his own cost, to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the Engineer-in-Charge, the performance guarantee shall be returned to the contractor, without any interest.
- (iv) The Engineer-in-Charge shall encash/forfeit performance guarantee (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of:-
- a) Failure by the contractor to pay BSNL any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
The performance guarantee will be discharged by the BSNL only after satisfactory completion of the complete obligations under the contract.
- b) In the event of the contract being determined or rescinded under provisions of any of the clause/ conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BSNL and shall be en-cashed at the pleasure of BSNL.

CLAUSE 1A. (RECOVERY OF SECURITY DEPOSIT)

The contractor shall permit BSNL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum alongwith the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by BSNL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash (upto Rs. 2500) Demand draft/Banker's Cheque/ Deposit at Call Receipt of a Scheduled Bank or The State Bank Of India in accordance with the form annexed hereto. In case a Fixed Deposit Receipt of any bank is furnished by the contractor to the BSNL as part of the security Deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the BSNL to make good the deficit.

All compensations or the other sums of the 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 security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by BSNL on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks(in case of guarantee offered by Scheduled Banks, the amount shall be within the financial limit prescribed by the Reserve Bank of India any sum or sums which may have been deducted from, or raised by the sale of his security deposit or any part thereof. The Security deposit shall

be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money will be treated a part of the Security Deposit.

The Security Deposit as deducted above can be released against the Bank Guarantee by a scheduled bank , on its accumulation to a minimum of Rs. 5 lakh subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rs. 5 Lakh. Provided further that the validity of Bank Guarantee including the one given against the earnest money shall be in conformity with the provisions contained in clause which shall be extended from time to time depending upon the extension of contract granted under provisions of Clause 2 and Clause 5.

NOTES: -

In case of works with estimated cost put to tender is up-to and including Rs.15,00,000/-, the clause 1 shall not be applicable, and, Clause 1A shall be applicable with the modification that the total security deposit deducted shall be 10(Ten)% instead of 5(Five)% of the tendered value of the work. Security Deposit shall be recovered @10% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work

CLAUSE 2. (COMPENSATION FOR DELAY)

If the contractor fails to maintain the required progress of the work at the stages in terms of Clause 5 or fail to complete the work and fails to 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 the BSNL on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in Schedule 'F' may decide on the amount of tendered value of work for every completed day/ month (as applicable)in which the progress remains below than the specified in Clause 5 or that the work remains incomplete. The decision of the aforesaid authority in writing shall be final and binding on the contractor. This will also apply to items or group of items for which separate period of completion has been specified.

Compensation for delay of work

@ 2.0 % Per month of delay to be computed on daily basis for the works having stipulated time of completion more than six months

@ 1.0 % Per week of delay to be computed on daily basis for the works having stipulated time of completion from three months to six months

@ 1.5 % Per week of delay to be computed on daily basis for the works having stipulated time of completion up to three months

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the tendered value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the BSNL.

In case, the contractor does not achieve a particular milestone the rescheduled milestone(s) in terms of Clause 5, the amount shown against that milestone and with-held, shall be adjusted against the compensation levied at the final grant of Extension of Time, to be decided on completion of work. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against milestone missed subsequently shall also be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

The compensation for slow progress or non-completion of work in stipulated time, at the rates specified therein, is an "agreed compensation" under clause 2, which the contractor has to pay in case of default. Therefore, Engineer-in-Charge will recover the same at the rates mentioned above, if the progress of the work is slow or the work is not completed in stipulated time. In case the contractor feels aggrieved, he may appeal to the authority specified in Schedule „F“ against such recovery, who has to take a balanced view of the delays on the part of the contractor, vis-à-vis the delays of the department and may uphold the recovery at the original rates or at reduced rates or completely waive off the same depending upon the merits of each case. In such cases the decision of the competent authority shall be final and out of purview of the clause 25.

Clause 2 A

In case the contractor completes the work ahead of the schedule completion time a bonus @1 %(one percent) per month computed on per day basis shall be payable to the contractor subject to a maximum limit of 5%(five percent) of the tendered value in respect of work costing Rupees ten lacs and above. Payment of bonus under this clause -2A shall be applicable only in case the work is completed within the stipulated period as notified in the tender document under all circumstances i.e. incentive will not be payable in case actual date of completion is beyond the stipulated date of completion even if the Extension of time is granted by the competent authority without levy of compensation. The amount of bonus if payable shall be paid along with final bill after completion of work. Decision of the Chief Engineer as to the quantum of bonus payable to the contractor shall be final and binding on the contractor. Provided always that provision of the Clause 2A shall be applicable only when so provided in "Schedule F"

CLAUSE 3 (WHEN CONTRACT CAN BE DETERMINED)

If the Contractor:

- (i) 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 an 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; or,
- (ii) has without reasonable cause suspended the progress of the work or has failed to proceed with the work so that in the opinion of the Engineer-in-Charge(which shall be final and binding) that 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; or
- (iii) 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; or
- (iv) 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 the notice given in writing in that behalf by the Engineer-in-Charge; or
- (v) shall offer or give or agree to give to any person in Government/BSNL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having been done or forborne to do any act in relation to the obtaining or execution of this or any other contract for BSNL; or
- (vi) Shall enter in to a contract with BSNL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge; or
- (vii) Shall obtain a contract with BSNL as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- (viii) Shall any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- (ix) being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order; or
- (x) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- (xi) assigns, transfer, sublets (engagement of labour on a piece-work basis or of a labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-charge

THEN the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the Contract and in addition to any right or remedies under any of the provisions of the Contract or otherwise and whether the date for completion has or has not elapsed, shall by a notice in writing, shall have powers: -

- a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Performance Guarantee, Earnest Money Deposit and security deposit already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.
- b) To measure up the work of the contractor, after giving notice to the contractor, and to take such balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work,

In the event of above course(s) 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 the 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 Engineer-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.

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

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4. (CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE 3)

In 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, plants, 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 rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final and binding on the contractor, otherwise the 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, plants, materials or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and 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 execution of the works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the work shall commence from such time period, as mentioned in letter of acceptance of the tender, after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. 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 Performance Guarantee and the Earnest Money absolutely.

5.1 To ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones stipulated in clause 5.6 below.

5.1.1 Further, in case of works estimated to cost above Rs.10 Lakhs, the contractor shall, as soon as the contract is awarded, submit a time and progress chart for each milestone and get it approved by the Engineer-in-Charge. The chart shall be prepared in direct relation to the time stipulated in the contract document for completion of items of work and can be based on the milestones specified at clause 5.6 below. It shall indicate the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the contractor within the limitations of time imposed in the contract documents and to further ensure good progress during the execution of the work.

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

- (i) force majeure; or,
- (ii) abnormally bad weather; or,
- (iii) serious loss or damage by fire; or,
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work; or,
- (v) delay on the part of other contractors or tradesmen engaged by the Engineer-in-Charge in executing work not forming part of the Contract; or,
- (vi) non-availability of stores, which are the responsibility of the BSNL to supply; or,
- (vii) any other cause which, in the absolute discretion of the authority mentioned in the Schedule 'F', is beyond the 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 endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

5.3 Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. The Engineer-in-charge may grant provisional extension of time without prejudice to the rights of the authority mentioned in schedule –F, to grant extension of time on completion of work.

5.4 In any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request.

5.5 Non-application by the contractor for extension of time shall not be a bar for giving any fair and reasonable extension and this shall be binding on the contractor.

5.6 The Milestones to be achieved during the execution of the work shall be as follows:

S.No.	Milestones		Amount to be withheld in case of non-achievement of milestone
	Financial Progress	Time Allowed (From date of start)	
1.	1/8 th (Of the whole work)	1/4 th (Of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone
2.	3/8 th (Of the whole work)	1/2 th (Of the whole work)	
3.	3/4 th (Of the whole work)	3/4 th (Of the whole work)	
4.	Full	Full	

CLAUSE 6 (MEASUREMENT OF WORK DONE)

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurements the value of work done in accordance with the contract. The measurements of all items (having financial value) shall be entered in Measurement Book and/or level field book so that a complete record is maintained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurement shall be signed and dated by the Engineer-in-Charge and the contractor(s) or his/their representative in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reasons and signed by both the parties.

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

The contractor shall, without extra charge, provide all the assistance with every appliance, labour and other things necessary for measurements and recording levels. 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 the measurement or any general or local custom. In the case of items, which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed. The contractor shall give not less than seven day's notice to the Engineer-in-Charge or his authorised representative in-charge of the work before covering up or otherwise placing beyond the reach of 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 measurements and shall not cover-up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorised representative 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 the measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof, no payment or allowance shall be made for extra work or the materials with which the same was executed.

Engineer-in-Charge or his authorised representative may cause, either themselves or through another Officer of the 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 or levels.

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 6A (COMPUTERIZED MEASUREMENT BOOK)

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurement of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of department so that a complete record is obtained of all the items of works performed under the contract.

All such measurement and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorised representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes may be done during these checked/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorised representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct and no cutting or over-writing in the measurements would thereafter be

allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Division Officer for payment. The contractor shall submit two spare copies of such computerized MBs for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

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

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

The contractor shall give not less than seven days" notice to the Engineer-in-Charge or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative incharge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and /or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor"s expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor 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 work, estimated to cost Rs. Twenty Thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the BSNL in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. 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 will as far as possible be paid by 30th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the BSNL, or dismantled materials, if any. In the case of works outside the headquarter of the Engineer-in-Charge, the period of thirty working days will be extended to forty five working days.

All such interim payments shall be regarded as payment by way of advances against final payment only, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done

or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any 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 the 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.

The Engineer-in-Charge in his sole discretion, on the basis of a certificate from the Assistant Engineer to the effect, that the work has been completed upto the level in question may make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) upto lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

CLAUSE 8 (Completion certificate & completion plans)

With in 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, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, wall, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession, for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this clause, as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, 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 off such dirt as aforesaid, and the contractor shall have no claim whatsoever in this regard except for any sum actually realised by the sale thereof.

CLAUSE 8 A (Contractor to keep site clean)

When the annual repairs and maintenance of works are carried out, the splashes and dropping from white washing, colour-washing, painting etc, on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirement of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either by BSNL or through any other agency. Before taking such action, the Engineer-in-Charge shall give 10 days notice in writing to the contractor.

CLAUSE 8 B (Completion plans to be submitted by the contractor)

The Contractor shall within one month of the date of completion of the work submit

- (i) completion plan as required vide General Specification for Electrical works (Part I Internal) 1972 and (Part-II External) 1974, as applicable,
- (ii) completion plans of internal and external sanitary, water supply and drainage installations by marking on a set of drawings, the route, position and details of the pipes, fixtures, fittings in the manner specified by the Engineer-in-Charge.

The Contractor shall also arrange statutory inspection and certification of the aforesaid installation by local authorities in conformity with the bylaws, if any.

If the contractor fails to submit the completion plans and obtain necessary statutory certificates from the local authority as aforesaid he shall be liable to indemnify by a sum equivalent to, spent by the BSNL for preparation of the completion plans and in obtaining necessary statutory certificates as aforesaid.

CLAUSE 9 (Payment of final bill)

The contractor shall submit the final bill in the same manner as specified in interim bills within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge. 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. Payments 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 the Engineer-in-Charge, will, as far as possible, be made within the period specified herein below, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge, complete with account of materials issued by the 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

CLAUSE 9A (Payment of contractor's bill to banks)

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

- (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments, and,
- (2) his own acceptance of the correctness of the amount made out as being due to him by BSNL or his signature on the bill or other claim preferred against BSNL before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the Bharat Sanchar Nigam Limited.

CLAUSE 10 (Cement & Steel)

The contractor shall submit every month statement of cement, reinforcement steel, galvanized steel and PVC Pipes procured, consumed and balance at site, supported by complete calculations reconciling in their registers on the site of work, total receipt total consumption and certified balance (diameter/section-wise in case of reinforcement steel) and resulting variations and reasons thereof. Engineer-in-charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found satisfactory.

The contractor shall submit along-with every running bill (on account or interim bill) material-wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore, Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract all stores/materials so supplied to the contractor or procured with the assistance of the 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. Any such stores/materials, remaining unused, shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials. On being required to return the stores/materials, the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. 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 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 the BSNL within the original scheduled time for completion of the work. 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.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original 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 to be paid for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

CLAUSE 10 A (Materials to be provided by the contractor)

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

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 the specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed 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.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorised representative shall, at all time, 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.

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 expenses 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 shall be borne by the Contractor

CLAUSE 10 B

- i) **Secured advance on non-perishable materials** :- The contractor on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work, upto 90% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

- ii) **Mobilisation Advance:-** Mobilisation advance not exceeding 5 % of the estimated cost put to tender or 5% of tender value whichever is less may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee Bond from a Scheduled Nationalised Bank, as specified by the Engineer-in-Charge, for the full amount of such advance to be released. Such advance shall be released in suitable number of installments to be determined by the Engineer-in-Charge at his absolute discretion. The first installment of such advance shall be released by the Engineer-in-Charge to the contractor, on a request made by the contractor to the Engineer-in-Charge, in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilisation of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

Mobilisation advance shall be admissible only for works where estimated cost put to tender is Rupees Two Crores & above.

- iii) **Plant and machinery advance:** An advance for plant & machinery required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery, which in the opinion of the Engineer-in-Charge will add to the expeditious execution of the work and improve the quality of work. The amount of advance shall be restricted to 5 % percent of the estimated cost put to tender or 5% of tender value whichever is less. In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50 % of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognised by the Central Board of Direct Taxes under the Income-Tax Act 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs.50, 000/-. Seventy five per cent of such amount of advance shall be paid after the plant & equipment brought to site and balance twenty five percent on successfully commissioning of the same.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

- (1) Leasing company which gives certificate of agreeing to lease equipment to the contractor,
- (2) Engineer-in-Charge, and
- (3) The Contractor

This advance shall further be subject to the condition that such plant and equipment

- (a) are considered by the Engineer-in-Charge to be necessary for the works; and,
- (b) are in and are maintained in working order; and,
- (c) hypothecated to the BSNL as specified by the Engineer-in-Charge, before the payment of advance is released. The Contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose steel scaffolding and formwork shall be treated as plant and equipment.

The contractor shall insure the Plant & Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurers will be borne by the contractor.

- (iv) The mobilisation advance and plant and machinery advance, in (ii) & (iii) above, bear interest at the rate equivalent to the State Bank of India Prime Lending Rate (SBI PLR) on the date of opening of Tender and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10 % in such a way that the entire advances is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount upto the date of recovery of the installment.

If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilisation advance and plant and equipment advance may be extended at the discretion of the Engineer-in-Charge.

The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

CLAUSE 10 C : (Payment due to increase/decrease in prices/wages after receipt of tender for the work)

If the prices of materials (not being materials supplied or services rendered at fixed prices by the BSNL in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract's validity is extended under the provisions of Clause 5 of the contract without any action under Clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18(Eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions: -

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

i.	Gross value of Works done upto this quarter:	(A)
ii.	Gross value of Work Done upto the last quarter.	(B)
iii.	Gross value of work done since previous quarter (A-B)	(C)
iv.	Full assessed value of Secured Advance fresh paid in this quarter	(D)
v.	Full assessed value of Secured Advance recovered In this quarter	(E)
vi.	Full assessed value of Secured Advance for which escalation is payable in this Quarter (D – E)	(F)
vii.	Advance payment made during this Quarter	(G)
viii	Advance payment recovered during this quarter	(H)
ix	Advance payment for which escalation is payable in this Quarter (G-H)	(I)
x	Extra items paid as per Clause –12 & 12A based on prevailing market rates during this quarter	(J)
xi	Then, AA = C (+/-) F (+/-) I –J BB=0.85 AA	
xii.	(Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter	(K)
xiii	Cost of Work for which escalation is applicable: W= BB -K	

- iii) Components of Cement, Reinforcement Steel, shall be worked out as indicated below, and for other materials, Labour, P.O.L., etc shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'E'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractor.
- iv) The compensation for escalation for Cement, Reinforcement Steel, Other Materials and P.O.L. shall be worked out as per the formula given below:

a) Adjustment for component of Cement

$$V_c = Q_c * SP_c * (CI-CI_0) / CI_0$$

V_c = Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered

Q_c = Quantity of Cement consumed, based on theoretical consumption, **or actual quantity consumed whichever is less during the quarter**

SP_c = Star price of Cement as mentioned in Schedule F.

CI = All India wholesale index for Cement for the period under consideration as published

by the Economic Adviser to Government. of India, Ministry of Industry and Commerce

(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)

- CI_o** = All India wholesale index for Cement as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce, as valid on the last for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any

b) Adjustment for component of Reinforcement Steel

$$V_s = Q_s * SP_s * (SI - SI_o) / SI_o$$

- V_s** = Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
- Q_s** = Quantity of Reinforcement Steel consumed, based on theoretical consumption, or **actual quantity consumed whichever is less** during the Quarter.
- SP_s** = Star price of Reinforcement Steel as mentioned in Schedule F.
- SI** = All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce.

(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)

- SI_o** = All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid on the last stipulated date of receipt of tender including extension if any.

c) Adjustment for component of Galvanized steel

$$V_t = Q_t * SP_t * \{0.85[(TI - TI_o)/TI_o] + 0.15[(ZI - ZI_o)/ZI_o]\}$$

- V_t** = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
- Q_t** = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).
- SP_t** = Star price of Galvanized Steel as mentioned in Schedule F [to be fixed by the concerned CE(C)].
- TI** = All India wholesale index for Tower steel material (Angles, channels and sections) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce

(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)

- TI_o** = All India wholesale index for Tower steel material (Angles, channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.
- ZI** = All India wholesale index for Zinc for the period under consideration as published by

the Economic Adviser to Government of India, Ministry of Industry and Commerce.

(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)

ZI_o = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.

d) Adjustment for component of Other Materials

$$VM = (W * X / 100 - Q_c * SP_c - Q_s * SP_s - Q_t * SP_t) * (MI - MI_o) / MI_o$$

VM = Variation in other 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 = Component of materials expressed as per cent of the total value of work as indicated in schedule F

MI = All India wholesale index for All Commodities for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce.

(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, , the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)

MI_o = All India wholesale index for All Commodities as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tender including extension if any.

e) Adjustment for component of P.O.L.

$$VF = W * (Z / 100) * (FI - FI_o) / FI_o$$

VF = Variation in cost of fuel, power, light and lubricants, increase or decrease in rupees to be paid or recovered.

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

Z = Component of fuel, power, light and lubricants expressed as per cent of total value of work as indicated in schedule F.

FI = All India wholesale index for fuel, power, light and lubricants for the period under consideration as published weekly by the Economic Adviser to Government of India, Ministry of Industry, New Delhi.

(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, , the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)

FI_o = All India wholesale index for fuel, power, light and lubricants as published weekly by the Economic Adviser to Government of India, Ministry of Industry, New Delhi, valid on the last stipulated date of receipt of tender including extension if any.

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

a. The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of works 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 3 months, depending on the actual date of completion.

- b. The index (SI/CI/MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices 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 SI/CI/MI and FI shall be the average of the indices for the months falling within that period.

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

$$VL=W * (Y/100) * (LI-LI_0) / LI_0$$

- VL** = Variation in labour cost i.e. amounts of increase or decreases 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 a percentage of the total value of the work as indicated in schedule F..
- LI₀** = Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.
- LI** = Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.
(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, , the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)

- 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 wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and period of reckoning.
- (b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. 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 the 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 a 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 the formula herein before stated under this clause 10 (C) shall mutatis mutandis apply, provided that:

- (a) No such adjustment for decrease in the price of Cement, Reinforcement Steel, Galvanized steel, Other Materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of work is eighteen months or less.
- (b) The Engineer-in-Charge shall otherwise be entitled to lay down the procedure 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

Provided always that the provision of the Clause 10CA and 10D 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 10CA and 10D will become applicable.

CLAUSE 10 CA :

If after submission of the tender, the price of cement and/or reinforcement steel bars and/or galvanized steel (not being materials supplied from the Engineer-in Charge's stores in accordance with Clauses 10 thereof) increase(s) / decreases beyond the price(s) prevailing at the time of the last stipulated date of receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under clause-5 of the contract without any action under clause-2 subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 03 (Three) months or less. However, in case of tower works, compensation under part (a), (b) & (c) of this clause shall be payable/ recoverable to/from the agency for all contracts for which stipulated period of completion is even less than 03 (Three) months.

The increase/decrease in prices shall be determined by the All India Wholesale Price Indices for Cement, Steel (bars and rods) and galvanized steel (Angles, channels & sections etc.) as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and star price for cement and/or steel reinforcement bars as issued under authority of concerned CE(C) as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

In case, price index of a particular material is not issued by Ministry of Commerce and Industry, than the price index of nearest similar material in schedule-F shall be followed.

The amount of contract shall accordingly be varied for Cement and/or Reinforcement Steel and/or Galvanized steel and shall be worked out as per the formula given below for individual material:

a) Adjustment for component of Cement

$$V_c = Q_c * SP_c * (CI - CI_0) / CI_0$$

V_c : Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered

Q_c : Quantity of Cement used in the work since previous bill.

SP_c : Star price of Cement as mentioned in Schedule F.

CI : Same as in Clause 10C.

CI₀ : All India wholesale index for Cement as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce, as valid on the last stipulated date of receipt of tender including extension if any.

b) Adjustment for component of Reinforcement Steel

$$V_s = Q_s * SP_s * (SI - SI_0) / SI_0$$

V_s: Variation in Reinforcement Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered

Q_s : Quantity of Reinforcement Steel paid either by way of secured advance or used in works since previous bill (whichever is earlier)

SP_s Star price of Reinforcement Steel as mentioned in Schedule F.

SI : All India wholesale index for Bars and Rods (Steel) for the period under consideration as published by the Economic Adviser to Government. of India, Ministry of Industry and Commerce.

(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)

SI₀ : All India wholesale index for Bars and Rods (Steel) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and as valid on the last stipulated date of receipt of tender including extension if any.

c) Adjustment for component of Galvanized Steel

$$V_t = Q_t * SP_t * \{0.85[(TI - TI_0)/TI_0] + 0.15[(ZI - ZI_0)/ZI_0]\}$$

- V_t** = Variation in Galvanized Steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
- Q_t** = Quantity of Galvanized Steel brought at site or used in works since previous bill (whichever is earlier).
- SP_t** = Star price of Galvanized Steel as mentioned in Schedule-F [to be fixed by the concerned CE(C)].
- TI** = All India wholesale index for Tower steel material (Angles , channels and sections) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.
- (In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)
- TI_o** = All India wholesale index for Tower steel material (Angles, channels and sections) as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.
- ZI** = All India wholesale index for Zinc for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.
- (In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)
- ZI_o** = All India wholesale index for Zinc as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and that valid on the last stipulated date of receipt of tender including extension if any.

CLAUSE 10 D : Payments on account of increase in Wages due to Statutory Order(s)

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 E: (Dismantled Materials Govt. Property)

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

CLAUSE 11: (Work to be executed in Accordance with Specifications, Drawings, Orders, etc.)

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publications referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 12: (Deviations, Variations Extent and Pricing)

12.1 The Engineer-in-Charge shall have power to make alteration in, omission 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 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 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 works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

12.1.1 The time for completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value, 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 competent authority under Clause-5.

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

In case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned below:-

12.2.1 If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item

shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).

- 12.2.2** If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).

In the case of contract items, substituted items, contract cum substituted items which exceeds the limits laid down in Schedule "F" the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rate so claimed are in excess of the rates specified in the Schedule of Quantities, the Engineer-in- Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the stipulated rates so determined for the quantities in excess of the deviation limit laid down in schedule-F.

- 12.3** The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule "F", and the Engineer-in- Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
- 12.4** The contractor shall send to the Engineer-in-Charge once every three months, an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in- Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer may authorize consideration of such claims on merits.
- 12.5** For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:-
- (i) For Buildings: All works upto 1.2 m above the ground level or upto floor 1 level whichever is lower.
 - (ii) For abutments, piers and well steining: All works upto 1.2 m above the bed level.
 - (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and the other elevated structures: All works upto 1.2 meters above the ground level.
 - (iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works upto 1.2 metres above the ground level.
 - (v) For basement: All works upto 1.2 m above ground level or upto floor 1 level whichever is lower.
 - (vi) For Roads, all items of excavation and filling including treatment of subbase.
- 12.6** Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13. (Foreclosure of Contract due to Abandonment or Reduction in Scope of Work)

If at any time after acceptance of the tender BSNL shall decide to abandon or reduce the scope of the work for any reason whatsoever, 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 work. Further, the contractor shall not have any claim for compensation by reasons of an alteration having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

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 full extent due to curtailment in the scope of the work or foreclosure of the contract.

- i) Proportionate expenditure, incurred on preliminary site work (e.g. temporary access roads, temporary labour huts, staff quarters and site offices, storage accommodation and water storage tanks) and tool and plants.
- ii) The Engineer-in-Charge shall have the option to take over contractor's materials or any part thereof brought to site. For materials taken over or to be taken over by the Engineer-in-Charge, the cost of such materials 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.
- iii) For contractor's materials not retained by the Engineer-in-Charge, reasonable cost of transporting such materials and tools and plants from site to contractor's permanent stores or to his other works, whichever is less, shall be payable.
- iv) If any materials supplied by the BSNL are rendered surplus, the same except normal wastage shall be returned by the contractor to BSNL. at rates not exceeding those at which these were originally issued less allowances for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to BSNL stores, if so required by the BSNL, shall be paid.

The contractor shall, if required by the Engineer-in-Charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to assess and certify the reasonable amount payable.

CLAUSE 14 Suspension of work

- (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 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%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor, provided the contractor submits his claim supported by details to the Engineer-in-Charge within 15 days of the expiry of the period of 30 days,
- (iii) 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 (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within 15 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 work as an omission or 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 the 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.

Provided, further, that the contractor shall not be entitled to claim any compensation from the BSNL for the loss suffered by him on account of delay by BSNL in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, 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 the BSNL.

CLAUSE 15 Inspection and supervision of work

All works under or in course of execution or executed in pursuance of the contract shall at all times be opened and accessible to the inspection and supervision of Engineer-in-Charge, his authorised subordinates in charge of the work and all the superior officers, Officer of the Quality Control Organisation of the BSNL and of the Chief Technical Examiner's Office, and contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders 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.

CLAUSE 16 Rectification of defects

If it shall appear to the Engineer-in-Charge or his authorised subordinates in-charge of the work or to the Senior Deputy Director General (Building Works) or his subordinate officers in-charge of Quality Control or to the Chief Technical Examiner or his Sub-ordinate officer, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials or articles provided by him for the execution of 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 the failing to do so, within a period specified by the Engineer-in-Charge in his demand aforesaid, 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.

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 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 structure or he may reject the work out right without any payment and/or get it and other connected and incidental items rectified or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17 Contractor liable for damages, defects during maintenance period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post which the work or any part 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 (12 months) (six months in the case of work costing Rs. Fifteen lakhs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge 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 his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Fifteen lakhs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

CLAUSE 18 Contractor to supply Tools and Plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools,

appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the 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 therefor 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 the measurement for examination at any time and from time to time of the work or materials. On his failing to do so, the same may be provided by the Engineer-in-Charge at the expense 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 security deposit or the proceeds of sale thereof, or a sufficient portions thereof.

CLAUSE 18 A Recovery of compensation paid to workman

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, BSNL is obliged to pay compensation to a workman 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 sub-section (2) of Section 12, of the said Act, 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 BSNL to the contractor whether under this contract or otherwise. BSNL shall not be bound to contest any claim made against it under sub-section (1) Section 12, 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 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**

Payment of wages:

- i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the contractor's Labour Regulation or as per the provisions of The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996", The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, AND, contract labour (Regulation and Abolition) Act 1970, and the contract labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the contractor's Labour Regulations made by the Government / BSNL from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of The Building & Other Construction Workers(Regulation of Employment & Condition of Service) Act 1996", The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, AND, contract labour(Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- iv)
 - (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
 - (b) Under the provisions of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12 (162) MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act 1938, workmen's compensation Act, 1923, industrial disputes Act, 1947, Maternity benefits act, 1961, and the contractor's labour (Regulation and Abolition) Act, 1970, The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996 or the modifications thereof or any other laws relating thereto and the rules made there-under from time to time.
- vi) The contractor shall indemnify and keep indemnified BSNL against payments to be made under and for the observance of the Laws aforesaid and the contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the Workmen directly without the intervention of Jamadar

and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

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

CLAUSE 19 D

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

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

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

CLAUSE 19 E

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

CLAUSE 19 F

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

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

- 2) **Pay:**
- i) in case of delivery- leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during the period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
 - ii) in the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
- 3) Conditions for the grant of Maternity Leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave,
- 4) The contractor shall maintain a register of Maternity (Benefit) in the prescribed form as shown in Appendix-I and II, and the same shall be kept at the place of work.

CLAUSE 19 G

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

Should it appear to the Engineer-in-Charge that the contractor(s) is/ are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996", The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, AND, Contract labour (Regulation and Abolition) Act, 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for the work-people employed by the contractor(s)(hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules to be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the workpeople as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved Standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be re-modeled and/ or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19 H

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

- (i)
 - a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and floor area to be provided will be at the rate of 2.7 Sqm. (30 Sq.Ft.) for each member of the workers family staying with the labourers.
 - b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m X 1.50m(6'X5') adjacent to the hut for each family.
 - c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
 - d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

- (ii)
- a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be atleast 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that through out the period of their occupation the roofs remain watertight.
 - b) The contractor(s) shall provide each hut with proper ventilation.
 - c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
 - d) There shall be kept an open space of at least 7.2m(8yds.) between the rows of huts which may be reduced to 6m(20ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.
- (iii) **Water Supply-** The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purpose. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks, which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefor.
- (iv) The site selected for the camp shall be high ground, removed from jungle.
- (v) **Disposal of Excreta-** The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration, which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/Authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (vi) **Drainage:-** The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- (vii) The Contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (viii) **Sanitation:-** The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 I

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

CLAUSE 19 J

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

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

CLAUSE 19 K

Employees Provident Fund Scheme to be Complied by the Contractor

The contractor shall comply with the provision of the Employees Provident Fund Scheme 1952 as under the Employees Provident Funds and Miscellaneous Provisions Act 1952, amended from time to time. The contractor shall get himself registered and get the allocation of Registration Code No. from the competent

authority as per provisions of the above scheme. The contractor shall indemnify and keep indemnified BSNL against payment to be made under and for the observance of the above scheme. The Executive Engineer (Engineer-in-Charge) as Principal Employer shall continue to monitor the rigorous implementation of the act/rules during the currency of the contract.

CLAUSE 20 Minimum wages Act to be complied with

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

CLAUSE 21 Work not to be sublet, Action in case of Insolvency

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

CLAUSE 22

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

CLAUSE 23 Changes in Firm's Constitution to be intimated

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

CLAUSE 24

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

CLAUSE 25 Settlement of Disputes & Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or

these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

- (i) If the contractor considers that any work demanded of him to be outside the requirements of the contract, disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of contractor's letter.
- (ii) If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor within a period of 30 days from receipt of the decision, give a notice, in the form prescribed by the BSNL as per Appendix-XV to the Chief Engineer, Bharat Sanchar Nigam Limited incharge of the work or if there be no Chief Engineer, to the Administrative Head of the Bharat Sanchar Nigam Limited for appointment of an arbitrator to adjudicate the notified claims failing which the said decision shall be final binding & conclusive and not referable to adjudication by the arbitrator.
- (iii) Except where the decisions have become final, binding and conclusive in terms of Sub para (ii) above, disputes or differences shall be referred for adjudication through the arbitration by the Sole Arbitrator appointed by the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, the Administrative Head of the Bharat Sanchar Nigam Limited. It will also be no objection to any such appointment that the Arbitrator so appointed is a BSNL Employee and that he had to deal with the matters to which the Contract relates in the course of his duties as BSNL Employee. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief Engineer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along-with the notice for appointment of arbitrator and giving reference to the rejection by the Superintending Engineer of the appeal.

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.

It is also a term of this contract that if contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and BSNL shall be discharged and released of all liabilities under the contract in respect of these claims.

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

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

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

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

CLAUSE 26

Contractor to Indemnify BSNL against Patent Rights

The contractor shall fully indemnify and keep indemnified the Bharat Sanchar Nigam Limited against any action, claim or proceeding relating to infringement or use of any patent or design 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 therefrom, provided that the contractor shall not be liable to indemnify the Bharat Sanchar Nigam Limited if the infringement of the patent or design or any alleged patents or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27 **Lumpsum Provisions in Tender**

When the estimate on which a tender is made includes lumpsum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge, payable by measurement, the Engineer-in-Charge may at his discretion pay the lumpsum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this 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 specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications. In case no such manufacturer's specifications is available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29 **Withholding and lien in respect of sum due from the Contractor**

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purposes aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government 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 the Government 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 Government 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 the Government 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) Government 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 Government 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 the Government to the contractor, without any interest thereon whatsoever.

Provided that the Government 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 29A **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 **Employment of coal mining or controlled area labour not permissible**

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 Km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted. Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation:- *Controlled Area means the following areas:-*

- (i) *Districts of Dhanbad, Hazaribagh, Jamtara- a Sub-Division under Santhal Pargana Commissionery, Districts of Bankuara, Birbhum Burdwan, District of Bilaspur.*
- (ii) Any other area, which may be, declared a Controlled Area by or with the approval of the Central Government.

CLAUSE 31 **Water Supply and Power Supply**

The Contractor (s) shall make his/their own arrangements for water and power supply required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-charge shall make alternative arrangements for water supply at the risk and cost of the contractor (s) if the arrangements made by the contractor (s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.
- (iii) The contractor shall make his own arrangement for temporary electric connection and shall make necessary payment for it direct to the concerned authority. On completion of the work he shall furnish a no dues certificate from the concerned authority failing which the claims/dues of the concerned authority shall be settled by the Engineer-in-Charge at the contractor's risk and cost.

CLAUSE 31A **Departmental power & water supply, if available**

Water and power supply if available may be supplied to the contractor by the BSNL subject to the following conditions:

- i) The water charges @ 1 % shall be recovered on gross amount of the work done.

- ii) The contractor (s) shall make his/their own arrangement of water connection and laying of pipelines from existing main source of supply.
- iii) The contractor shall make his own arrangement to extend the power supply from the tapping point and install a sub meter for recording consumption of power in the work. The consumption charges thereof shall be recovered from the contractor by deduction from his bills or from any other dues.
- iv) The BSNL do not guarantee to maintain uninterrupted supply of water and power and it will be incumbent on the contractor (s) to make alternative arrangements for water and power at his/their own cost in the event of any break down in the Government supply so that the progress of his/their work is not held up. No claim of damage or refund of water and power charges will be entertained on account of such break down.

CLAUSE 32 **Alternate water arrangements**

- i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
- ii) The contractor shall be allowed to construct temporary wells in Government land for taking water for construction purposes only after he has got the permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 33 **Return of Surplus Materials**

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or license issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose off them without the written permission of the Government and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34 **Plant & Machinery**

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T & P) required for execution of the work. Especially in the case of concrete mixers, the contractors shall keep hopper cleaned and the drum washed at the close of the work each day or occasion.

CLAUSE 35

- i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- ii) The contractor shall obtain the total quantity of tar or bitumen required for the work as per standard formula, before using the same, and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorised changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material returned to the contractor. Although the materials are hypothecated to BSNL, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

- iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 36 **Employment of Technical Staff and employees**

Contractors Superintendence, Supervision, Technical Staff & Employees

- i) 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.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the Engineer-in-Charge shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from the Engineer-in-Charge and shall be available at site within fifteen days of start of the work.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provisions of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative and/ or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without due substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along-with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- ii) The contractor shall also provide and employ on the site the required complement of technical assistants and foreman who are skilled and experienced in their respective fields for proper supervision of the work.

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

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 person so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 37 **Levy/ Taxes Payable by Contractor**

- i) Sales Tax/VAT (including Service Tax up to the extent mentioned in Schedule-F), Building and other Construction Workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not anytime become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in circumstances as aforesaid from dues of the contractor.

CLAUSE 38 **Conditions for reimbursement of Levy/ Taxes, if levied after receipt of tenders**

- i) All tendered rates shall be inclusive of all taxes and levies (including Service Tax up to the extent mentioned in Schedule-F under Clause-37(i)), payable under respective statutes. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the BSNL and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39 **Termination of Contract on death of Contractor**

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Engineer-in-Charge on behalf of the Bharat Sanchar Nigam Limited shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40 **If relation working in DOT, then Contractor not allowed to tender**

The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee.

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/ gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications.

Any breach of these conditions by the Company or Firm or any other person, the tender/work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage, whenever it is so noticed. The department will not pay any damages to the company or Firm or the concerned person. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned BSNL Civil Zone. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors or this Department. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.

Government of India/ Financial Institution nominees and independent non-official part time Directors appointed by Government of India or the Governor of the State are excluded from the purview of submission of certificate in regard to employment of near relatives working in the BSNL while submitting tenders by the limited companies.

NOTE: - Near relative (s) for this purpose is/are defined as: –

- i) Member of Hindu Undivided family (UHF).
- ii) They are Husband and Wife.
- iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

CLAUSE 41 **No Gazetted Officer/ Engineer to work as Contractor within two years of Retirement**

No Civil Engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India, and, BSNL shall work as a contractor or employee of a contractor for a period of two years after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of

Government of India, and/or, BSNL as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 42 Recovery for inadequate consumption of Materials

- (i) After completion of the work and also at any intermediate stage in the event of non-conciliation of the materials consumed and in balance, theoretical quantity of materials consumed in the work shall be calculated on the basis and method given hereunder:-
- a) Quantity of cement shall be calculated on the basis of coefficients of cement mentioned for different items of work in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement are not available in the above mentioned schedule or cannot be derived from the same, shall be calculated on the basis of the coefficients approved by the concerned Superintending Engineer(C).
 - b) Theoretical quantity of steel reinforcement shall be taken as the quantity required as per design or an authorised by the Engineer-in-Charge, including authorised lappages, chairs etc. plus 3% wastage due to cutting into pieces. Such theoretical quantity being determined and compared with the actual quantities brought at the site diameter-wise section-wise and category-wise separately.
 - c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M/S. sheets shall be taken as quantity actually required and measured plus 5% for wastage's due to cutting into pieces (except in the case of G.I./M.S. Sheets it shall be 10%). Such determination & comparison being made diameter-wise & category-wise.
 - d) For any other material as per actual requirements.
- (ii) Over the theoretical quantities of materials so computed and variation shall be allowed as specified in Schedule 'F'. the difference in the actual quantities of material consumed by the contractor and the theoretical quantities including such authorised variation. If not fully reconciled to the satisfactory of the Engineer in-Charge within fifteen days of the issue of written notice by the Engineer-in-Charge to this effect, shall be recovered at the rates specified in Schedule 'F' Decision of the Engineer in Charge in regard to theoretical quantities of materials, shall be final and binding on the contractor.
- (iii) The said action under this clause is without prejudice to the right of BSNL to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 43 Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected there-with, 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 properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall, when ordered (in writing) by the Engineer-in-Charge to 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 provisions of the agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for 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 damages/destruction suffered and for the restoring the material at the rate based on 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 purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operation (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, plant, machinery, scaffolding, temporary building and other things not intended for the work.

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 44 Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, 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.

CLAUSE 45**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 46**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.

46.1 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.

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

46.3 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.

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 a 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 hand-hold 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 the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured atleast 90 cm (3 ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 3) Working Platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 ms (12 ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
- 4) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 ft.).
- 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 9 m (30 ft) 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 upto and including 3 metre (10 ft.) in length. For longer ladders this width should be increased atleast $\frac{1}{4}$ " 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 on 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 accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which maybe awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
- 6) Excavation and trenching- All trenches 1.2 m (4 ft.) or more in depth, shall at all times be supplied with atleast one ladder for each 30 metre (100 ft) in length or fraction thereof. Ladder shall extend from bottom of the trench to atleast 90 cm. (3 ft) above the surface of the ground. The sides 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 material 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) Demolition. - Before any demolition work is commenced and also during the progress of the work,
 - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) 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.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- 8) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.
 - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in whitewashing and mixing or stacking of cement bags or any material, which is injurious to the eyes, shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye shields.
 - iv) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are

allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-

- a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry presence of toxic gases should be tested by inserting wet lead acetate paper, which changes colour in the presence of such gases and gives indication of their presence.
 - d) Presence of oxygen should be verified by lowering a detector lamp into the manhole. In case, no oxygen is found inside the sewer line, worker should be sent only with oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manhole such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever for the cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time upto which worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen cylinder should be kept at site for use in emergency.
 - k) Air blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The motors for these, shall be vapour proof and of totally enclosed type. Non-sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side, protected from wind so that they will not be the source of friction on any inflammable gas that might be present.
 - l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.
 - m) The worker shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools and safety lights and gas masks and portable air-blowers (when necessary). They must be supplied with barrier cream for anointing the limits before working inside the sewer lines.
 - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) 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. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken: -
- (a) No paint containing lead or lead products shall be used except in the form of paste or readymade 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 scrapped.
 - (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.
- 9) The Contractor shall not employ women and men below the age of 18 years on the work of painting with product containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- i) White lead, sulphate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable to prevent danger arising out of from dust caused by dry rubbing down and scrapping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by the competent authority of BSNL

- viii) BSNL may require, when necessary, medical examination of workers.
- ix) Instructions with regard to special hygienic precautions, to be taken in the painting trade, shall be distributed to working painters.
- 10) When the work is done near any place where there is risk of drowning, all necessary equipment should be provided & kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 11) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -
- i) 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.
 - ii) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - iii) 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.
 - iv) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley blocks 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 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.
 - v) In case of BSNL machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regard contractor's machines the contractors shall notify the safe working load of the machines to the Engineer-in-Charge whenever he brings any machinery to the site of work and get it verified by the Electrical Engineer concerned.
- 12) 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 the 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 energised, 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.
- 13) 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.
- 14) 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.
- 15) 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 Labour Officer or the Engineer-in-Charge or their representatives.
- 16) 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.

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

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

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

iii) Adequate arrangements shall be made for immediate 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 upto 50 number of male workers and one for upto 50 number of female workers employed at a time, provided that where the number of male or female workers, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females, upto the first 500 and one for every 100 or part thereafter.
- vi)
 - (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
 - (b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

- vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed off by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (When it will turn to manure).
- ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges, which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

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

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

8. CRECHES

- i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a playroom for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19 H (ii) a, b & c.
- ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bedroom.
- iv) The contractor shall provide one ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- ii) The contractor shall maintain the canteen in an efficient manner.
- iii) The canteen shall consist of atleast a dining hall, kitchen, storeroom, pantry and washing places, separately for workers and utensils.
- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed atleast once in each year. Provided that the inside walls of the kitchen shall be lime-washed every 4 months.
- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Wastewater shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture, except tables and chairs, shall not be less than one square metre (10 sft.) per diner to be accommodated as prescribed in sub-Rule 9.
- xi)
 - (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
 - (b) Washing places for women shall be separate and screened to secure privacy.
- xii) Sufficient tables' stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- xiii)
 - (a) There shall be provided and maintained, sufficient utensils, crockery, furniture and any other equipment's, necessary for the efficient running of the canteen.

- (b) The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
 - (c) Suitable clean cloths for the employees serving in the canteen shall be provided and maintained.
 - (d) A service counter, if provided, shall have top of smooth and impervious material.
 - (e) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment's.
- xiv) The foodstuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
 - xv) The charges for foodstuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
 - xvi) In arriving at the price of food stuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure namely: -
 - (a) The rent of land and building.
 - (b) The depreciation and maintenance charge for the building and equipment's provided for the canteen.
 - (c) The cost of purchase, repairs and replacement of equipment's including furniture, crockery, cutlery and utensils.
 - (d) The water charges and other charges incurred for lighting and ventilation.
 - (e) The interest and amounts spent on the provision and maintenance of equipment's provided for the canteen.
 - xvii) Registered accountants and auditors shall audit the accounts pertaining to the canteen once every 12 months.

10. ANTI-MALARIAL PRECAUTIONS

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

- 11. The contractor shall ensure that at the construction site of The Building or other construction work, adequate safety measures are taken to protect The Building workers against any accident etc. The adequate safety measures in conformity with the provisions of Part III of The Building and Other Construction Workers (Regulation of Employment and condition of service) Central Rules 1998 should be provided in addition to the safety measures laid down hereunder: In case of any discrepancy, the safety measures as per Part III of The Building and Other Construction Workers (Regulation of Employment and condition of service) Central Rules 1998 shall supercede.
- 12. Notwithstanding the provisions made above, the contractor shall be liable for levy of any penalty in case he fails to meet the requirements of The Building and Other Construction Workers (Regulation of Employment and condition of service) Act, 1996 and The Building and Other Construction Workers (Regulation of Employment and condition of service) Central Rules 1998.
- 13. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

14. AMENDMENTS

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

CONTRACTOR'S LABOUR REGULATIONS

1. SHORT TITLE

These regulations may be called the Contractors Labour Regulations.

2. DEFINITIONS

- i) **Workman** means, any person employed by BSNL or its contractor directly or indirectly, through a subcontractor, with or without the knowledge of the BSNL, to do any skilled, semiskilled or unskilled, manual, supervisory, technical or clerical work, for hire or reward, whether the terms of employment are expressed or implied, but does not include any person: -
 - a) Who is employed mainly in a managerial or administrative capacity; or,
 - b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature; or,
 - c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in same other premises, not being premises under the control and management of the principal employer.
- ii) **Fair Wages** means wages whether for time or piecework fixed and notified under the provision of the Minimum Wages Act from time to time.
- iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
- iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.

3.

- i) Normally working hours of an adult employee should not exceed 9 hours a day and in case of child 4 ½ hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages. Children shall not be made to work extra hours.
- iii)
 - a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
 - b) Where the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
 - c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

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

5. PAYMENT OF WAGES.

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.

- iii) The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in presence of the Junior Engineer or any other authorised representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.
- xi) The contractor shall obtain from the Junior Engineer or any other authorised representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form: -

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

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- i) The wages of a worker shall be paid to him without any deduction of any kind except the following: -
 - a) Fines
 - b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - e) Any other deduction, which the Central Government may from time to time, allows.
- ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
Note:- An approved list of Acts and Omission for which fines can be imposed is enclosed at Appendix-X.
- iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- iv) The total amount of fine, which may be imposed, in any one-wage period, on a worker, shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- v) No fine imposed on any worker shall be recovered from him by 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 _____

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

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

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

Appendix'II'

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

Name and address of the contractor _____

Name and location of the work _____

- Name of the woman and her husband's name.
- Designation
- Date of appointment.
- Date with months and years in which she is employed.
- Date of discharge / dismissal, if any.
- Date of production of certificates in respect of pregnancy.
- Date on which the woman informs about the expected delivery.
- Date of delivery / miscarriage / death.
- Date of production of certificates in respect of delivery / miscarriage.
- Date with the amount of maternity/ death benefit paid in advance of expected delivery.
- Date with amount of subsequent payment of maternity benefit.
- Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
- 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.
- Signature of the contractor for authenticating entries in the register.
- Remarks column for the use of inspecting officer.

LABOUR BOARD

Name of work: _____
 Name of Contractor: _____
 Address of Contractor: _____
 Name and address of BSNL Division: _____
 Name of BSNL Labour Officer : _____
 Address of BSNL Labour Officer: _____
 Name of Labour Enforcement Officer: _____
 Address of Labour Enforcement Officer: _____

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

Weekly holiday _____
 Wage period _____
 Date of payment of Wages _____
 Working hours _____
 Rest interval _____

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

Name and address of contractor _____
 Name and address of establishment under which contract is carried on _____
 Nature and location of Work _____
 Name and address of Principal Employer _____

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

Appendix 'V'

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

Name and address of the contractor _____

Name and address of establishment under which contract is carried on _____

Nature and location of work _____

Name and address of Principal Employer _____

For the month of fortnight _____

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

Appendix 'VI'

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

Name and address of the contractor _____

Name and address of establishment under which contract is carried on _____

Nature and location of work _____

Name and address of Principal Employer _____

Wages period _____ Monthly/fortnightly

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

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

**Appendix 'VII'
(Observe)**

Wage Card No. _____

Wage Card

Name and address of the contractor _____ Date of issue _____

Name and location of work _____ Designation _____

Name of Workman _____ Month/fortnight _____

Rate of Wages _____

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

Rate _____

Amount _____

Received from _____ the sum of Rs. _____ on account of my wages.

Signature

**Appendix 'VII'
(Reverse)**

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

Wages Slip

Name and address of the contractor _____

Name and Father's/Husband's name of workman _____

Nature and location of work _____

For the Week/ Fortnight/ Month ending _____

1. No. of days worked _____
2. No. of units worked in case of piece rate workers _____
3. Rate of daily wages/piece rate _____
4. Amount of overtime wages _____
5. Gross wages payable _____
6. Deduction, if any _____
7. Net amount of wages paid _____

Initials of the Contractors or his representative

Appendix'VIII'

Form-XIV
(See rule 76)

Employment Card

Name and address of the contractor _____

Name and address of establishment under which contract is carried on _____

Nature of work and location of work _____

Name and address of Principal Employer _____

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

Signature of contractor

Appendix'IX'

Form-XV (See Rule 77)
Service Certificate

Name and address of the contractor _____

Nature and location of work _____

Name and Address of workman _____

Age or date of birth _____

Identification marks _____

Father's/Husband's name _____

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

Name and address of Principal Employer _____

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

Signature

Appendix 'X'

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

1. 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 _____

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

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

Appendix 'XII'

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

Name and address of the contractors _____

Name and address of establishment under which contract is carried on _____

Nature and location of work _____

Name and address of Principal Employer _____

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

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

Appendix 'XIII'

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

Name and address of the contractors _____

Name and address of establishment under which contract is carried on _____

Nature and location of work _____

Name and address of Principal Employer _____

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

Appendix 'XIV'

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

Name and address of the contractors _____

Name and address of establishment under which contract is carried on _____

Nature and location of work _____

Name and address of Principal Employer _____

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

APPENDIX- 'XV'

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

To
The Chief Engineer
BSNL Civil Zone
.....

Dear Sir,

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

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

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

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

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

Yours faithfully,
(Signatures)

Copy in duplicate to:

1. The Executive Engineer,Division.

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
 ----- hereinafter 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 hereinafter 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 construction of _____ at _____ 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.
- b. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination 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 labour and materials necessary for the execution of work, the means of access to 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.
- c. The tender documents including the 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 construction of ----- at ----- 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
 FOLLOWS.**

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 be 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.

- The contract is subject to the jurisdiction of court at 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 whereof 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
BSNL

Signature and delivered for and on behalf of 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

For Proprietary Concern

Shri.....s/o.....r/o.....carrying on business under the name and style of.....at..... (hereinafter called the said Contractor which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

For Partnership Concern

M/sa partnership firm having its registered office at(hereinafter called the said Contractor which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

The partners of the firms are:

- Shris/o....., And
- Shris/o.....etc..

For Companies

M/sa company duly incorporated under the Indian Companies Act, 1956 and having its registered office atin the state of(hereinafter called the said Contractor which expression shall unless the context requires otherwise include its successors and assign).

FORM OF PERFORMANCE SECURITY
BANK GUARANTEE BOND

1. In consideration of the BHARAT SANCHAR NIGAM LIMITED (hereinafter called "the BSNL") having agreed under the terms and conditions of agreement No. _____ Dated _____ made between _____ and _____ (hereinafter called "the said contractor(s)") for the _____ work (hereinafter called "the said agreement") for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We _____ (indicate the name of the Bank) (hereinafter referred to as "as Bank) hereby undertake to pay to the BSNL and amount not exceeding Rs. _____ (Rupees _____ only) on demand by the BSNL.

2. We _____ (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from the BSNL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor (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 made by us under this bond shall be valid discharge of our liability for payment to there-under and the contractor(s) shall have no claim against us making such payment.

4. We _____ (Indicate the name of 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 Engineer-in-charge on behalf of the BSNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.
5. We _____ (indicate the name of Bank) further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting 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 to time any of the powers exercisable by the BSNL against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance act of omission on that 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 effected or so relieving us.
6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the BSNL in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by BSNL. Notwithstanding any thing mentioned above our liability against this Guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Dated the _____ day of _____

for _____

(Indicate the name of Bank)

ANNEXURE –(i)

AFFIDAVIT

I/We have submitted a bank guarantee for the work _____
_____ (Name of Work), Agreement No. _____ Dated: _____
_____ from _____ (Name of the Division) with a view to
seek exemption from payment of performance guarantee in cash. This Bank guarantee expires on

I/ We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my/our own initiative upto a period of _____ months after the recorded date of completion of the work or as directed by the Engineer in charge.

I/We also indemnify the Bharat Sanchar Nigam Limited against any losses arising out of non-encashment of the bank guarantee if any.

(Deponent)
Signature of Contractor

Note: The affidavit is to be given by the Executants before a first class Magistrate.

**GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS
AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS**

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the BHARAT SANCHAR NIGAM LIMITED (hereinafter called the BSNL of the other part).

WHEREAS THIS agreement is supplementary to the contract. (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the BSNL of the other part, whereby the contractor interalia, undertook to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, after the expiry of maintenance period prescribed in the contract for the minimum life of ten years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer in charge with regard to nature and cause of defects shall be final.

During the period of guarantee the guarantor shall make good all defects to the satisfaction of the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the BSNL by some other contractor at the guarantor's cost and risk. The decision of the Engineer in charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects, commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the BSNL the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and _____ by for and on behalf of the BHARAT SANCHAR NIGAM LIMITED on the day, month and year first above written.

Signed sealed and delivery by OBLIGATOR in presence of:

1. _____
2. _____

SIGNED FOR AND ON BEHALF OF THE BHARAT SANCHAR NIGAM LIMITED BY _____ in the presence of:

1. _____
2. _____

GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER PROOFING TREATMENT FOR BASEMENT/TERRACE/TOILETS.

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the BHARAT SANCHAR NIGAM LIMITED (hereinafter called the BSNL of the other part). WHEREAS this agreement is supplementary to a contract. (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the BSNL of the other part, whereby the contractor interalia, undertook to render the structures in the said contractor of the work in the said contract recited completely water and leak proof.

THE GUARANTOR hereby guarantee that the water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects. The decision of the Engineer in charge with regard to cause of leakage shall be final.

During the period of guarantee the guarantor shall make good all defects and in case of any defects being found render the structure water proof to the satisfaction of the Engineer in charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the BSNL through some other contractor at the guarantor's cost and risk. The decision of the Engineer in charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the BSNL on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and _____ by for and on behalf of the BHARAT SANCHAR NIGAM LIMITED on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

- 1. _____
- 2. _____

SIGNED FOR AND ON BEHALF OF THE BHARAT SANCHAR NIGAM LIMITED BY _____
In presence of:

- 1. _____
- 2. _____

SKETCH OF CEMENT GODOWN

