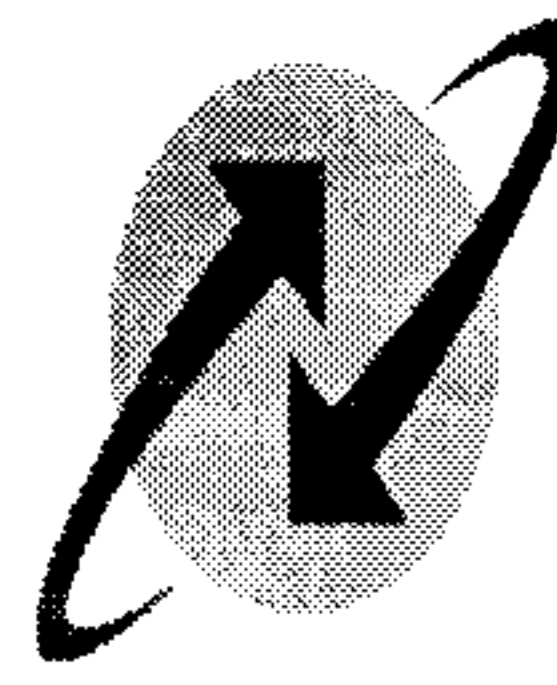


% PGM (BW)
BSNL Corporate Office
10th Floor , Chandra Lok Building
36 Janpath, New Delhi -110001
Tel:011-23711172 Fax:23716036



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

No: - 15-11/2009-W(T)/ 114

Dated - 04.04.2013

To

The Chief Engineer (Civil),
External Project,
New Delhi.

Sub: Empanelment of BSNL as construction Agency for undertaking KVS Construction/Repair works-reg.

Ref : Your office letter no. 30-12/2011/EE(C)-EP/723 dated 18/10/2012.

Kindly refer your above cited letter wherein you have sought approval of competent authority for incorporating changes in clauses -2 ,10 B, 10 C, 25 and additional conditions(two numbers) of General Contract Conditions(GCC i.e. BSNL W-8) in conformity to MOU signed with KVS.

Approval of the competent authority is hereby conveyed for above cited modifications. The Existing Provisions versus Modified Provisions of these Clauses are attached as Annexure-A.

It may kindly be noted that a central MOU with KVS has been signed and subsequently 2(two) Nos. of project at Jharkhand and Kerala has been allotted. In view of penalty provisions for delay, close co-ordination among Civil/Electrical/Architectural Wings and strict monitoring is essential to mitigate any loss while executing the work. Following additional guidelines/instructions for KVS projects is hereby issued for compliance:

1. Consequent upon signing of central MOU with KVS Coordinating Officer i.e. CE(C)EP ,New Delhi shall submit Project Viability Report(PVR) for each allotted work duly vetted by respective Zonal CE(C)/IFA to CE within seven days of framing of PE for the allotted work . In case allotted work (s) is/are within the Delegated Financial Power of respective Zonal CE, they shall submit PVR duly approved by them through Coordinating Officer for this office record. In case allotted works are beyond their Delegated Financial Power, draft PVR shall be submitted to CO through Coordinating Officer for information of competent authority and record.
2. Time Schedule for each allotted work shall be observed as per time schedule given in A/A&E/S by the client as per S.No.19 of MOU. In framing of PE and the Time Schedule is required to be projected as per CPWD procedure/norms, correct and sufficient time period shall therefore be indicated for each specific activities applicable to each allotted work for pre-construction and construction stage as per para 2.7 and Appendix-17 for Contract Period for Building Works of CPWD works Manual 2012.
3. It is the responsibility of the Project- in- Charge and the nodal officers of the respective wings to ensure that the work is carried out in close coordination as per the PERT chart for each project.
4. Any delay entailing payment of penalty to be borne by BSNL will have to be fixed on the officers responsible

This is issued with approval of competent authority.

Enclosure: Annexure-A as above.

Copy to: 1) PGM(EW) & PGM(Arch) for information and necessary action. It is requested to issue instruction to respective field units for compliance of points at S.No. 3 & 4 as per the direction of Director(EB).

2) All PCE(C)/CE(C) for information & necessary action please.

0/C
Ref Kmmal
04/04/13
DGM(C)

Annexure-A

Clause No.	Existing Clause	Proposed Modified Provision
Clause-2 (Compensation for delay)	If the contractor fails to maintain..... 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 upto six months Provided always is originally given. The amount ... other contract with the BSNL. In case, the contractor does not However, no interest, whatsoever, shall be payable on such withheld amount.	If the contractor fails to maintain..... has been specified. Compensation for delay of work <i>A compensation of Rs 5000/per day shall be levied on the contractor till successful completion of the work.</i> Provided always is originally given. The amount ... other contract with the BSNL. In case, the contractor does not However, no interest, whatsoever, shall be payable on such withheld amount.
CLAUSE 10 B- i) to iv) Secured Advance, Mobilization Advance and Plant & Machinery advance	i) The contractor on signing glass, sand, petrol, diesel etc. ii) Mobilisation advance not exceeding put to tender is Rupees two crore and above. iii) An advance for plant & machineryborne by the contractor. iv) The mobilization advancetogether with interest.	To be deleted
CLAUSE 10 C Payments due to increase/decrease in Prices/Wages after receipt of tender for the work.	If the prices of materials clause 10CA & 10D will become applicable.	To be deleted
CLAUSE 25 Settlement of Disputes & Arbitration	Except where otherwise provided in the contract the amount of cost to be so paid.	To be deleted

New condition to be added in Special Condition.	Does not Exists	“All local body approvals are the responsibility of the contractor. The contractor will be responsible for obtaining connections of water, sewerage and electricity from the concerned authorities & ensure proper commissioning so that no defects in operation of the connections exist. Contractor shall carry necessary tests etc. for that.” “The contractor has to submit 7(seven) sets of completion drawings, service drawings etc. to BSNL for record and reference”.
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