

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM (P-V)/CIVIL WORK/BIMALGARH/680/R2

DATE: 16.04.2016

(A Government of India Enterprise)
 27, RAJENDRA NATH MUKHERJEE ROAD
 KOLKATA - 700 001 (WEST BENGAL)
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NOTICE INVITING TENDER (RISK & COST)

TENDER NO.	NIT/DGM(P-V)/CIVIL WORK/BIMALGARH/680/R2	DATE	16.04.2016
01.	NAME OF THE WORK	EARTHWORK IN EXCAVATION AND RCC WORK ALONG WITH OTHER ASSOCIATED WORKS FOR BRIDGE NO. 47 (SPAN 2X12.2M+2X30.5M COMPOSITE GIRDER) & BRIDGE NO. 86 (SPAN 2X12.2M+3X18.3M COMPOSITE GIRDER) IN CHAKRADHARPUR DIVISION OF S.E. RAILWAY.	
02.	QUANTITY	AS PER BOQ 1	
03.	ESTIMATED COST	RS. 4,71,00,000.00	
04.	COMPLETION PERIOD	08 (EIGHT) MONTHS FROM DATE OF LOA OR WORK ORDER WHICHEVER IS EARLIER.	
05.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	Rs. 1,000/- (RUPEES ONE THOUSAND ONLY) BY CASH / PAY ORDER / DEMAND DRAFT IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMITTING TENDER FEE.	
06.	EARNEST MONEY DEPOSIT	Rs.2,50,000/- (RUPEES TWO LACS FIFTY THOUSAND ONLY) BY PAY ORDER/ DEMAND DRAFT IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMITTING EMD. EXISTING CONTRACTORS WORKING WITH BBJ MAY ADJUST THE EMD FROM THEIR PENDING BILLS.	
07	ISSUE OF TENDER DOCUMENT	BETWEEN 17.04.2016 AND 26.04.2016 DURING OFFICE HOURS AT BBJ OFFICE. THE TENDER DOCUMENT MAY ALSO BE DOWNLOADED FROM Website: www.bbjconst.com or www.eprocure.gov.in (CPP PORTAL). "CORRIGENDUM", IF ANY. WOULD APPEAR ONLY ON THE BBJ WEBSITE AND NOT TO BE PUBLISHED IN ANY NEWS PAPER.	
08	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 11.30 AM ON 27.04.2016 AT BBJ OFFICE.	
09	OPENDING OF TENDER (TECHNO COMMERCIAL PART)	ON 27.04.2016 AT BBJ OFFICE. AT 3:00 P.M.	

TENDERER

BBJ

INDEX

SL. NO.	DESCRIPTION	MARKING	REMARKS
1	NOTICE INVITING TENDER	-	01 PAGE
2	INSTRUCTION TO BIDDERS	IB-1 TO IB-3	04PAGES
3	SCOPE OF WORK	SOW-1	01 PAGES
5	SPECIAL CONDITIONS OF CONTRACT	SCC-1 TO SCC-5	05 PAGES
6	PRE CONTRACT INTEGRITY PACT	PCIP-1 TO PCIP-6	08 PAGES
7	LIST OF DEVIATION	ANNEXURE-I	01 PAGE
8	CERTIFICATE REGARDING COMPLAINACE OF LABOUR LAWS	ANNEXURE-II	01 PAGE
9	CHECK LIST	ANNEXURE-III	02 PAGES
10	AGENCY'S FAMILARIZATION	ANNEXURE-IV	01 PAGE
11	BILL OF QUANTITIES	BOQ- 1	06 PAGES
12	GENERAL CONDITIONS OF CONTRACT	GCC-1 TO GCC-18	18 PAGES

INSTRUCTION TO BIDDERS

1. SUBMISSION OF TENDER shall be read in conjunction with General Commercial Terms and conditions and any other documents forming part of this Tender Document wherever the context so requires. Notwithstanding the sub-division of the documents into the separate section, every part of each shall be deemed to be supplementary to and complementary to every other part and shall be read with the document so far as it may be practicable to do so wherever it is mentioned that the Sub-Contractor shall perform certain work or provide certain facilities, it is understood that the Sub-Contractor shall do so at their cost.

2. LANGUAGE

Bids and all accompanying document shall be in English. In case any accompanying documents are in other language, it shall be accompanied by an English translation. The English version shall prevail in matter of interpretation.

3. ELIGIBILITY CRITERIA

(a) Average Annual Financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

(b) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

- 1) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
Or
- 2) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
Or
- 3) One similar completed works costing not less than the amount equal to 80% of the estimated cost.

Note: Similar work means any civil work involving earthwork, RCC work etc.

4. SUBMISSION OF BID

a) All the pages of the Tender document to be signed with Company's seal by the bidders. The rates in the appropriate space in the **BILL OF QUANTITY (BOQ-1)** of the tender should be properly filled in both in figures and words. No overwriting, use of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry to be signed and sealed with Company's seal. In the event of any difference between figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender.

b) The Tender shall be signed by the person legally authorized to enter into commitment on behalf of the Tenderer. All the pages of the Tender Document to be signed with Company's seal by the Tenderer. The rates in the appropriate space in the **BILL OF QUANTITIES (BOQ-1)** should be properly filled, both in figures and words. No overwriting, use of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry to be signed and sealed with Company's seal. In the event of any difference between figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender. Tenders to be submitted in two parts as per following:

INSTRUCTION TO BIDDERS

c) **TECHNO-COMMERCIAL PART**

The Techno-Commercial bid should contain the following:

- i) The Tender document (Excluding BILL OF QUANTITY-BOQ-1) duly signed and sealed in each page.
- ii) Documents in support of ELIGIBILITY CRITERIA as mentioned in Clause No.3 above.
- iii) **Copy of PAN number and VAT registration number** should be furnished along with the Techno-commercial bid.
- iv) **Copy of P.F/ESI registration certificate.**
- v) Company's audited Balance Sheet for last 3 (three) years.
- vi) Earnest Money Deposit (EMD) of Rs.**2,50,000/-** (RUPEES TWO LACS FIFTY THOUSAND ONLY), in the form of pay order/ demand draft in favour of "The Braithwaite Burn and Jessop Construction Co. Ltd." and payable at Kolkata. For the case of successful bidder this EMD will be converted to Security Deposit till completion of Defect Liability Period. Regular / existing supplier(s)/ sub-contractor(s) having overdue bills with the Company viz. The BBJ and willing to adjust the same against Earnest Money Deposit, may apply for the same.
- vii) **LIST OF DEVIATIONS** duly filled as per BBJ format enclosed (Annexure-I).
The above documents are to be put in a sealed envelope superscribing "**TENDER NOTICE NO. AND TECHNO-COMMERCIAL PART**" to be submitted to BBJ.

d) **PRICE PART**

Properly filled up BILL OF QUANTITY (BOQ-1) issued to the bidders in the tender document duly sealed and signed shall be put in a sealed envelope superscribing "**TENDER NOTICE NO.**" and "**PRICE PART**".

e) The above two sealed envelope i.e. 'TECHNO-COMMERCIAL PART' and 'PRICE-PART' shall be put in a sealed envelope superscribing "**TENDER NOTICE NO./NAME OF WORK**" to be submitted to BBJ. Please refer CHECK LIST (Annexure-III) in this regard.

5. EXEMPTION FOR MICRO & SMALL ENTERPRISES:

- i) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given following benefits.
 - a) Issue of Tender set free of cost
 - b) Exemption from payment of Earnest Money Deposit
- ii) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items / service indicated under description of work / supplies / services & value up to which the firms are registered with NSIC). To obtain above benefits, firms should necessarily submit valid copy of the Registration Certificate issued by NSIC. **Firms in the process of obtaining NSIC Registration will not be considered for the benefits.**

6. All costs and expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the Tenderer and BBJ shall bear no liability whatsoever on such cost expenses.

7. Conditional tenders may be rejected and no additional clause will be entertained.

INSTRUCTION TO BIDDERS

8. The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A Tenderer whose Tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers /bidders. In such case L1 bidder will get at least 60% of the total quantity.

9. CURRENCIES OF BID AND PAYMENT

The Tenderer shall submit his price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

10. All duties, taxes, fees and other levies payable by the Sub-Contractor under the contract or any other cause shall be included in the quoted prices.

As the place of work execution is in the state of Odisha, the successful bidder must get themselves registered with all tax and statutory authorities as per applicable laws of the state of Odisha immediately on award of work and prior to start of work. No waybill/ road permit will be issued by us for bringing their own materials/ plants etc to site or return of the same.

11. VALIDITY OF TENDER

90(Ninety) days from the date of opening of tender or for a further period if mutually accepted. BBJ reserves the right to ask for the extension of validity, if any.

12. In case of ambiguities within clauses of different sections of this tender document, the order of preference will be in the following manner:

1ST: INSTRUCTIONS TO THE BIDDERS.

2ND: SCOPE OF WORK.

3RD: SPECIAL CONDITION OF CONTRACT.

4TH: TECHNICAL SPECIFICATION.

5TH: BILL OF QUANTITIES.

6TH: GENERAL CONDITION OF CONTRACT.

7TH: INDIAN STANDARDS.

13. General Arrangement (G.A.) drawing is not attached with this tender document. The bidders may see the General Arrangement drawing at BBJ's office at 27, R.N. Mukherjee Road, Kolkata-700 001 during Office hours till last date of issue of Tender.

14. **Site Visit:** - Before quoting, bidder must visit the place. Bidder should ensure/understand the nature of jobs to be executed by him. Accordingly, the bidder must give a declaration (**As per Annexure-IV**) separately in the Techno-commercial Bid that he has understood the job(s) and the obligations to be performed under the contract, if, awarded, and rates quoted accordingly. Afterward, no claim for increase of rate shall be accepted by BBJ on any ground.

SCOPE OF WORK

SOW-1

1.0	JOB CONTENT: (IN GENERAL, BUT MAY NOT BE LIMITED TO)
i)	Earthwork in excavation and RCC work along with other associated works as per BOQ-1.
ii)	Making necessary arrangement at site to ensure all safety and security of existing bridge embankment, piers, site personnel, Plant & Machineries, material etc.
iii)	Receipt of Free-issue construction materials (Cement and TMT bars) from BBJ at Site and laying /stacking the items properly. No lead and lift will be extra for shifting the same to working point.
iv)	Concrete Mix Design is in the sub contractor's scope and to be done by a Government Engineering Institution and to be approved by the S.E. Railway.
v)	Arranging necessary inspection and getting the subject work approved by BBJ/ S.E. Railway or their Authorized Representative.
(2)	<u>SCOPE OF SUPPLY OF THE SUB-CONTRACTOR</u> (TO BE INCLUDED IN THE QUOTED PRICE)
i)	Plants & Machineries for concreting like Mini Batching Plant, Concrete Pump.
ii)	SUPERVISION for the subject work.
iii)	Fuel & Lubricant required for contractor's own machine / equipments only to be in contractor's scope.
iv)	All other materials including shuttering, props are in sub contractor's scope.
(3)	FREE SUPPLY OF MATERIAL/FACILITES BY BBJ TO SUB-CONTRACTOR FOR RCC WORK AT BIMALGARH SITE:
i)	BBJ will provide free of cost SUITABLE LAND near bridge site for setting up Sub-Contractor's yard and store. Land will be also given to the sub-contractor free of cost for setting up site office / store.
ii)	BBJ will not provide accommodation / Tent for workmen and staffs at site.
iii)	Drawings will be issued by BBJ.

SPECIAL CONDITION OF THE CONTRACT

1.	<u>JOB CONTENT:</u>
a)	Earthwork in excavation and RCC work along with other associated works as per BOQ-1 and as per Specification and Drawing.
2.	<u>DRAWINGS & SPECIFICATIONS:</u> BBJ reserves the right to alter / modify the design / drawing / specification to suit to their condition. If due to change in design / drawing / specification, there is any increase / decrease in items / quantities or both, payment will be made only for actual work and certified by BBJ/ BBJ's Client / their authorised representatives.
3.	<u>DATE OF COMMENCEMENT:</u> The date of commencement will be considered the date of issue of LETTER OF INTENT (LOI) OR WORK ORDER WHICHEVER IS EARLIER.
4.	<u>DELIVERY SCHEDULE:</u>
a)	The Sub-Contractor has to start mobilizing plant, machinery, manpower work can be started at site within 15 days from the date of LOI/ Order.
b)	Work are to be completed in all respect within a time frame of 8 (eight) months including monsoon from the date of commencement as stated above. This includes the Mobilization Period.
5.	<u>INSPECTION & TESTING :</u>
a)	Inspection of Work will be done by BBJ/ S.E. Railway and/or Authorised Representative S.E. Railway and the Sub-Contractor is required to get the work passed through BBJ/ S.E. Railway /their Authorised representative.
8.	<u>MEASUREMENT:</u> Irrespective of whatever written in this tender documents, measurement of works for payment will be as per approved Drawings of BBJ/ S.E. Railway.
9.	<u>EARNEST MONEY:</u> The Earnest Money deposit of the successful bidder shall be retained towards part of the Security Deposit to facilitate the due and faithful fulfilment of the contract.
10	<u>PERFORMANCE GUARANTEE</u> As security for proper and faithful fulfilment of the obligation under the order, you shall furnish to us Performance Guarantee equivalent to 5% (five percent) of the total Contract Value of the Order by Bank Draft or in the form of a Bank Guarantee of equivalent amount from a Nationalized Bank (as per format to be provided by BBJ) within 15 (fifteen) days from the date of issuance of LOI/ Order in favour of "The Braithwaite Burn And Jessop Construction Company Limited". The Performance Guarantee shall remain valid till completion of entire contract period plus 12 (twelve) months i.e. up to end of Defect Liability Period.

SPECIAL CONDITION OF THE CONTRACT

<p>11.</p>	<p><u>SECURITY DEPOSIT:</u></p> <p>As security for proper and faithful fulfilment of the obligation under the order, Security Deposit equivalent to 5% (five percent) of the total Contract Value shall be deducted and should be kept valid till completion of entire contract period plus 12 (twelve) months i.e. up to end of Defect Liability Period. Security Deposit shall be in the following manner;</p> <p>The Earnest Money deposited by the contractor along with the tender will be retained by the BBJ as part of Security Deposit. The balance amount to make up the with the total amount of Security Deposit, may be deposited by the Agency in the form of Demand Draft/Pay Order or may be recovered by percentage deduction from the contractor's 'on account' bills.</p> <p>Recovery of Security Deposit: The Security Deposit/ rate of recovery/ mode of recovery shall be as under:</p> <p>(i) Security Deposit for work should be 5% of the Contract value. (ii) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered. (iii) Security deposits will be recovered only from the running bills of the contractor and no other mode of collecting SD such as SD in the form of instruments like BG etc., shall be accepted towards security Deposit.</p> <p>Security Deposit & Performance Guarantee shall be returned to the contractor after completion of entire Order plus 12 (twelve) months i.e. after the end of Defect Liability Period and subsequent to the following:</p> <p>(a) After passing the final bill based on "No Claim Certificate" with the approval of the Competent Authority. (b) Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned contractor. This certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to BBJ against the contract concerned.</p>
<p>12.</p>	<p><u>DEFECT LIABILITY PERIOD /MAINTENANCE PERIOD</u></p> <p>The Sub-Contractor shall fully guarantee all workmanship in scope of his work to perform strictly in accordance with the specifications. The workmanship shall be free from all defects. Should any workmanship not perform as intended or should workmanship prove defective within a period of 12 (twelve) months from the date of completion of the work, the work shall upon notification of deficiency/ defect be promptly rectified by the Sub-contractor to the satisfaction of BBJ/ S.E. Railway or any Inspection Agency nominated by BBJ/ S.E. Railway without any delay and at no extra cost to BBJ. If the Sub-contractor fails to effect proper replacement within a reasonable time of receipt of BBJ's notification to this effect, BBJ, shall be free to take such corrective action at the Sub-Contractor's risk and cost.</p>
<p>13.</p>	<p><u>R.A. BILLS:</u></p> <p>R. A. Bills for work done in a particular month will be submitted monthly along with Inspection Certificates and other relevant Documents.</p>
<p>14.</p>	<p><u>SUBMISSION & PAYMENT OF BILLS:</u></p> <p>All the bills as mentioned above are to be submitted at Site and the payments will be made from BBJ corporate office at Kolkata.</p>

SPECIAL CONDITION OF THE CONTRACT

15.	<u>PAYMENT TERMS:</u>
a)	95% (ninety-five) against RA bill within 15 days from the date of submission of clear bill duly certified by Site-In-Charge/BBJ, Bimalgarh Site.
b)	05% after one months from the date of completion of work and final reconciliation of materials.
c)	Deduction on account of Security Deposit as per clause no.10 above will be effected from the above payments mentioned in clause no. 14(a) & (b) above.
16.	<u>PRICE VARIATION:</u> This is a fixed rate contract and no price variation / adjustment on any account is admissible during the tenure of the contract including extended time, if any, granted by BBJ. PRICE SHALL REMAIN FIRM FOR THE ENTIRE SCOPE OF WORK.
17.	<u>TAXES & DUTIES:</u> Sub-Contractor's price should include all taxes & duties applicable for execution of the subject work.
18.	<u>MATERIAL RECONCILIATION:</u>
a)	5% (Five) wastage will be allowed in consumption of material or as agreed by BBJ.
b)	Any additional wastage over and above the allowable limit (to be decided by BBJ) will attract recovery from the Sub-contractor's RA Bill at the rate of the landed cost of the particular item of material plus 5%.
c)	All the empty cement bags are to be returned to BBJ in good conditions.
d)	All monthly bills should accompany a reconciliation statement.
19	<u>TIME EXTENSION:</u> If there is delay for reasons not attributable to the Sub-Contractor, BBJ, upon receipt of written request from the Sub-Contractor may extend the Completion time as suitable and fit reasonable to BBJ. No extra claim other than granting suitable extension of time of delivery of Sub-Contractor will be entertained in such cases of time extension being granted.
20	<u>CLAIM/ EXTRA WORKS:</u>
a)	No claim will be tenable in case there is delay in providing facilities/services/supply by BBJ.
b)	In case any extra works are to be carried out by the Sub-Contractor as per instructions of Site-In-Charge/BBJ, Bimalgarh Site, the rate of the same will be derived:
i)	From the rate of the existing similar items;
ii)	In case no similar items are available in the contract, from existing market cost followed by an overhead and profit of 10%.
iii)	However, BBJ's decision for the above will be final and binding on the Sub-Contractor in this regard.
21.	<u>IDLE CHARGES:</u>
	NO IDLE CHARGES for Labour, Plant, Establishment etc. is tenable under this contract for whatsoever the reasons be.
22	<u>SUB-LETTING:</u> The Sub-contractor shall not sub-let any part of the job as detailed in the Scope of Work of this tender document. In case it is felt absolutely necessary, the same may be allowed subject to prior written approval from Site-In-Charge/ BBJ, Bimalgarh Site.
23.	<u>LIQUIDATED DAMAGE:</u> Failure to achieve overall completion (Clause No. 4 & 18 of SCC): 0.5% (half) of the order value per week subject to a maximum of 05% (five) of the total order value.

SPECIAL CONDITION OF THE CONTRACT

24.	<p><u>ARBITRATION</u> In the event of any questions arising out of the Contract or ancillary/ incidental to the terms and conditions of it or relate to any matter for execution and/or performance of the contract, the same shall in-so-facto be referred to the appropriate Authority and the interpretation made by the said authority shall be final and binding upon the parties. Notwithstanding the above, should there be any, disputes or differences by and between the parties arising out of anything under the contract, the same within 30 days of its occurrence shall first be referred to the said authority for conciliation and/or determination by the said authority if at all any disputes or difference is existing , the findings of the said authority should be accepted by parties to the contract, communicated in writing within the next following 30 days of making reference to it .Nevertheless, the parties at their sole option shall within the next following 30 days choose to refer or cause the matter to be referred to the Arbitrator of Person in writing, whereupon the appropriate Authority shall within two weeks hence shall take steps for appointment of Arbitrator of Person from amongst the officers whether or not connected in the matter and the same shall be communicated in writing to the parties making reference with in the next following two weeks and the same shall be final and binding upon the parties. The Arbitrator shall enter into the reference by appropriate notice of communication to be served or cause the said notice to be served upon the parties summoning the respective parties to attend the proceedings at the date time and venue. The proceedings of Arbitration shall be at per with the Arbitration and Conciliation Act 1996 as amended up to date and jurisdiction of the matter shall be with in the appropriate Courts of Kol kata. Acceptance of Order/ LOI of the concerned agency shall be deemed to be the Free Consent given by party under the law towards execution of these covenants under the Contract of Arbitration.</p>
25.	<p><u>RISK PURCHASE</u> <u>TERMINATION OF CONTRACT</u> a) If the Sub-Contractor persistently disregard the instructions of BBJ/S.E.RLY or whatever any of the providers of the contract and fails to adhere to the agreed programme by a margin of 10% (Ten) of the stipulated period or failed to deploy competent or additional staff and labourers as required by BBJ for project crashing, BBJ shall be at liberty terminate the contract in full of part as would be applicable by issuing first seven days and then 48 hours notice. b)In case of failure to complete the work as per requirement and within the stipulated completion period, BBJ reserves the right to cancel the order, either in part or full as the situation demands and get the work done by deploying other agency / agencies. Additional cost if incurred shall be recovered from the Sub-Contractor's bill and Security Deposit.</p>
26.	<p><u>JURISDICTION OF COURT</u> The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.</p>
27.	<p><u>GENERAL</u> In case certain clauses of SCC and GCC are found identical, the clause of SCC will prevail. However, if during the course of execution of job some development occurs and areas not covered elsewhere, the RELEVANT CLAUSES OF G.C.C will be applicable.</p>

PRE CONTRACT INTEGRITY PACT

PCIP-1

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20....., between on one hand, THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, Rajendra Nath Mukherjee Road, Kolkata – 700 001 (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part and M/s _____ represented by Sri _____ (Designation) (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure/contract for NIT/DGM(P-V)/CIVIL WORK/BIMALGARH/680/R1 and the BIDDER/Seller is willing to offer/has offered the same and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment/contract at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows :

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government Office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

TENDERER

BBJ

Commitments of the BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government/the Company for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government/the Company.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

PCIP-3

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any persons acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The terms 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of "The Braithwaite Burn and Jessop Construction Co. Ltd." payable at Kolkata.

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP)

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER including warranty period, whichever is earlier.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.

TENDERER

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- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank Of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the buyer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processed of the Government of India/the Company for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

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

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Account of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER.

11. **Other legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the reminder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

PSU

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Witness

1. _____

2. _____

Witness

1.

2.

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

ANNEXURE-I**LIST OF DEVIATIONS**

SL. NO.	BBJ NIT TENDER CLAUSE NO.	BIDDER'S DEVIATED CONDITIONS
(1)	(2)	(3)
1.		
2.		
.		
.		
.		
.		

NOTE: IN CASE OF NO DEVIATIONS FROM BBJ TENDER CONDITIONS, THE TENDERER MUST STRIKE OUT THE COLUMN (3) ABOVE & WRITE NIL DEVIATION;

FORMAT

CERTIFICATE

(ON COMPANY LETTER HEAD)

REF.:

DATE:

SUB: DEPLOYMENT OF WORKMEN AT BIMALGARH SITE, BIMALGARH (ODISHA)

REF.: BBJ TENDER NO. NIT/DGM(P-V)/CIVIL WORK/ BIMALGARH /680/R2 DATED 16.04.2016

This is to certify that we have complied with all the Statutory Obligation for our workmen engaged for the subject work which includes payment of Minimum Wages, P.F. & E.S.I. contribution and other benefits as per prevailing Labour Laws and other Statutes/Rules in the State of ODISHA.

We hereby indemnify our employer M/s. **THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED** regarding compliance of all Statutory requirement of Labour Laws as stated above. M/s. **THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED** will have no responsibility in this regard.

(Authorized Signatory)
Signature with Office Seal

CHECK LIST

ANNEXURE-III

PAGE-1

SL. NO.	DESCRIPTION	REMARKS	DOCUMENTS ATTACHED BY THE BIDDER
1.	TECHNO-COMMERCIAL BID		
a)	The Tender shall be signed by the person legally authorized to enter into commitment on behalf of the Tenderer.	A Letter in this effect to be submitted by the bidder.	
b)	Cost of Tender Document	Original D.D./ Pay order or Photo-copy of BBJ's Money receipt to be attached.	
c)	The Original / Downloaded Tender document issued to the bidders (Excluding BILL OF QUANTITY-BOQ) duly signed and sealed in each page.	All the documents to be signed and sealed with company' seal.	
d)	Documents in support of ELIGIBILITY CRITERIA as mentioned in Clause No.3 above.	All the documents to be signed and sealed with company' seal.	
e)	Copy of PAN number and VAT registration number should be furnished along with the Techno-commercial bid.	All the documents to be signed and sealed with company' seal.	
f)	Copy of P.F/ESI registration certificate.	All the documents to be signed and sealed with company' seal.	
g)	Company's audited Balance Sheet for last 3 (three) years.	Last three years audited balance sheet to be attached.	

CHECK LIST

ANNEXURE-III

PAGE-2

h)	Earnest Money Deposit (EMD) of Rs.2,50,000/- (Rupees TWO LACS FIFTY THOUSAND only), in the form of pay order/ demand draft drawn in favour of "The Braithwaite Burn and Jessop Construction Co. Ltd." and payable at Kolkata.	Original E.M.D. to be attached.	
i)	LIST OF DEVIATIONS duly filled as per BBJ format.	To be submitted as per BBJ format duly signed & sealed.	
2.	Agency's Familiarization	To be submitted as per BBJ format duly signed & sealed.	
3.	PRICE BID		
a)	Properly filled up BILL OF QUANTITY (BOQ-1) issued to the bidders in the tender document duly sealed and signed	Original BOQ-1 duly signed and sealed	

ANNEXURE-IV

AGENCY'S FAMILARIZATION

(ON COMPANY LETTER HEAD)

Name of work: EARTHWORK IN EXCAVATION AND RCC WORK ALONG WITH OTHER ASSOCIATED WORKS FOR BRIDGE NO.47 (SPAN 2X12.2M+2X30.5M COMPOSITE GIRDER) & BRIDGE NO.86 (SPAN2X12.2M+3X18.3M COMPOSITE GIRDER) IN CHAKRADHARPUR DIVISION OF S.E.RAILWAY.

I/We hereby solemnly declare that I/we have visited the site of above work and have familiarized myself/ourselves of the working conditions there in all respects and in particular the following:

- Topography of the area and existing Road network (highways & Village, Pucca & Kacha) and availability of Service Roads.
- Soil Conditions at the site of the work.
- Sources and availability of construction material.
- Rates for Construction materials.
- Availability of local labour, both skilled and unskilled and the prevailing labour rates.
- Availability of Water, Electricity and communication facilities.
- Availability of space for putting up labour camps, offices Store Godowns, Engineering yards etc.

PRICE PART

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM (P-V)/CIVIL WORK/BIMALGARH/680/R2

DATE: 16.04.2016

Name of Work: EARTHWORK IN EXCAVATION AND RCC WORK ALONG WITH OTHER ASSOCIATED WORKS FOR BRIDGE NO.47 (SPAN 2X12.2M+2X30.5M COMPOSITE GIRDER) & BRIDGE NO.86 (SPAN 2X12.2M+3X18.3M COMPOSITE GIRDER) IN CHAKRADHARPUR DIVISION OF S.E.RAILWAY

ABSTRACT OF SCHEDULE OF ITEMS OF WORKS AND ESTIMATED COST

Sl. No.	Description of works	Unit	Basic Cost (Rs.)	%age of rate in figures & words	Amount
1	Schedule-A Foundation and Sub - Structure	%age Above/ below / at par	3,70,58,608.00		
2	Schedule-B Reinforcement Work	%age Above/ below / at par	1,01,27,000.00		
Total Amount in Rs.			4,71,85,608.00		

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THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM (P-V)/CIVIL WORK/BIMALGARH/680/R2

DATE: 16.04.2016

Name of Work: EARTHWORK IN EXCAVATION AND RCC WORK ALONG WITH OTHER ASSOCIATED WORKS FOR BRIDGE NO.47 (SPAN 2X12.2M+2X30.5M COMPOSITE GIRDER) & BRIDGE NO.86 (SPAN2X12.2M+3X18.3M COMPOSITE GIRDER) IN CHAKRADHARPUR DIVISION OF S.E.RAILWAY

BOQ-1

Sl. No.	Description	Qty	Unit	Rate (Rs.)	Amt. (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
	Schedule "A"				
1	Earth work in excavation for foundations and floors of the bridges, retaining walls etc., including setting out, dressing of sides, ramming of bottom, getting out the excavated material, back filling in layers with approved material and consolidation of the layers by ramming and watering etc. incl. all lift, disposal of surplus soil up to a lead of 300M, all types of shoring and strutting with all labour and material complete as per drawing and technical specification as directed by Engineer in charge.				
(a)	All kinds of soils	6600	Cum	237.03	1564398.00
(b)	Ordinary rock	1650	Cum	331.10	546315.00
(c)	Hard rock (blasting prohibited)	1260	Cum	705.29	888665.40
2	Extra for the quantity of works, executed in or underwater and/ or liquid mud including pumping out water as required.				
(a)	All kinds of soils	1950	Cum	47.40	92430.00
(b)	Ordinary rock	1200	Cum	66.21	79452.00
(c)	Hard rock (blasting prohibited)	1200	Cum	141.06	169272.00
3	Providing and laying Plain Cement Concrete 1:3:6 with graded stone aggregate of 40 mm nominal size, in foundation and floors, retaining walls of bridges including mechanical mixing, vibrating, pumping and bailing out water where ever required with all materials and labour complete but excluding the cost of cement and shuttering as per drawings and technical specifications as directed by Engineer.	210	Cum	1673.56	351447.00

TENDERER

BBJ

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM (P-V)/CIVIL WORK/BIMALGARH/680/R2

DATE: 16.04.2016

Sl. No.	Description	Qty	Unit	Rate (Rs.)	Amt. (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
Schedule "A"					
4	Providing and laying in position machine mixed, machine vibrated and machine batched Design Mix Cement Concrete M35 grade (Cast - in Situ) using 20 mm graded crushed stone aggregate and coarse sand of approved quality in RCC raft foundation & pile cap including finishing, using admixtures in recommended proportions (as per IS:9103), if approved in mix design to accelerate or retard setting of concrete and/or improve workability without impairing strength and durability complete as per specifications and direction of the Engineer in charge. Payment for cement, reinforcement and shuttering shall be paid extra.	4000	Cum	2040.40	8161600.00
5	Providing and laying in position machine mixed, machine vibrated and machine batched Design Mix Cement Concrete M35 grade (Cast - in Situ) using 20 mm graded crushed one aggregate and coarse sand of approved quality for the following Reinforced cement concrete structural elements up to height of 10M from foundation top level including finishing, using admixture in recommended proportions (as per IS:9103), if approved in Mix Design to accelerate or retard setting of concrete and/or improve workability without impairing strength and durability complete as per specifications and direction of the Engineer in charge. Payment for cement, reinforcement and shuttering shall be paid extra.				
(a)	Abutment & Pier	1320	Cum	2142.42	2827994.40
(b)	Wing wall and Return wall	3150	Cum	2244.44	7069986.00
(c)	Abutment cap, Pier cap, Inspection Platform & Pedestal over pier cap, Fender wall, Diaphragm wall, etc.	230	Cum	2346.46	539685.80
(d)	Approach slab at formation level, Dirt wall/ ballast wall at formation level	300	Cum	2448.48	734544.00

TENDERER

BBJ

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM (P-V)/CIVIL WORK/BIMALGARH/680/R2

DATE: 16.04.2016

Sl. No.	Description	Qty	Unit	Rate (Rs.)	Amt. (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
	Schedule "A"				
(e)	Extra for every increase of 1 M or part thereof in the height above 10M & 20M	225	Cum/m height	34.66	7798.50
6	Centring and shuttering including strutting, propping etc. and removal of form for:				
(a)	RCC raft foundation & pile cap.	2200	Sqm	161.98	356356.00
(b)	Abutment, pier, wing walls and return walls	7700	Sqm	267.50	2059750.00
(c)	Abutment cap, Pier cap, Inspection Platform & Pedestal over pier cap, Fender wall, Diaphragm wall, etc.	380	Sqm	258.07	98066.60
(d)	Approach slab at formation level, Dirt wall/ ballast wall at formation level.	630	Sqm	161.98	102047.40
(e)	In bottom/top slab, side walls, toe wall and sumps haunch filling head walls or any other component.	1080	Sqm	267.50	288900.00
7	Providing and fixing of Drainage Spouts of 100 mm UPVC complete as per drawing and Technical specification	60	Metre	315.52	18931.20
8	Providing and laying of filter media consisting of granular materials of GW, GP, SW groups as per IS: 1498-1970 in required profile behind boulder filling of abutments, wing walls/return walls etc. above bed level with all labour and material complete job as per drawing and technical specification of RDSO guidelines.	3730	Cum	2078.75	7753737.50
9	Providing weep holes by making suitable opening or drilling in existing Brick masonry/Plain/ Reinforced concrete abutment, wing wall/ return wall with 100mm dia AC pipe, extending through the full width of the structure complete	1320	Metre	356.59	470698.80
10	Providing and laying pitching with stone boulders weighing not less than 35 Kg each with voids filled with cement sand mortar 1:4 on slopes laid over prepared filter media including boulder apron laid dry in front of toe of embankment complete as per drawing and technical specifications (Filter media to be paid separately under the relevant item) .	800	Cum	1758.34	1406672.00

TENDERER

BBJ

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM (P-V)/CIVIL WORK/BIMALGARH/680/R2

DATE: 16.04.2016

Sl. No.	Description	Qty	Unit	Rate (Rs.)	Amt. (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
Schedule "A"					
11	Providing and laying filter material as per RDSO specifications underneath pitching in slopes complete as per drawing and technical specification.	400	Cum	1704.10	681640.00
12	Providing boulder backing behind wing wall ,return wall ,retaining wall with hand packed boulders & cobbles with smaller size boulders towards the back including all lead, lift, labour and other incidental charges as complete work in all respect. Payment of boulder/cobbles will be done extra.	900	Cum	185.94	167346.00
13	Supply of Stone boulder weighing minimum 35 Kg each.	900	Cum	626.72	564048.00
14	Demolishing plain cement concrete including disposal of material within 50m lead				
(a)	1:2:4 or richer mix with max. 20 mm coarse aggregate	100	Cum	568.26	56826.00
Total of Schedule "A"					3,70,58,608.20
Schedule "B"					
1	Reinforcement (TMT bars) for RCC work including straightening, cutting, bending, placing in position and binding in complete	1300000	Kg	7.79	10127000.00
Total of Schedule "B"					1,01,27,000.00

TENDERER

BBJ

GENERAL CONDITION OF THE CONTRACT

1.0	DEFINATION: In the contract, as herein under defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:-
i)	“OWNER” shall mean the Authority through whom the project is being financed.
ii)	The “ACCEPTING AUTHORITY” shall mean the MANAGING DIRECTOR, BBJ, 27, R.N. MUKHERJEE ROAD, KOLKATA – 700 001, AS THE CASE MAY BE.
iii)	“OWNER”/“CLIENT” means SOUTH EASTERN RAILWAY or their authorized representative.
iv)	The “SUB-CONTRACT” shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement if any, executed between BBJ and Sub-Contractor together with the documents referred to therein including these conditions with appendices and any schedule of items, quantities and rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
v)	The “TENDER DOCUMENT” means the form of tender, the applicable schedule and/or additional conditions, the conditions and the specifications and /or drawings as referred to in the tender documents and as may be referred for the execution of works.
vi)	The “Works” shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extras of additional, altered or substituted works or temporary and urgent works as required for performance of the Sub-Contractor.
vii)	The “SUB-CONTRACTOR”/“AGENCY” shall mean individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives or such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
viii)	The “SUB-CONTRACT VALUE” shall mean the cost of works shown in the schedule of quantities as will be arrived on the basis of item rate quoted by the tenderers for various items.
ix)	A “DAY” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in the day.
x)	“ENGINEER-IN-CHARGE” or “SITE-IN-CHARGE” shall mean the Engineering Officer appointed by BBJ or his duly authorized representative who shall direct, supervise and be In-Charge of the works for purposes of this contract.

GENERAL CONDITION OF THE CONTRACT

xi)	“FORCE MAJEURE” shall mean war, invasion, revolution, riots, sabotage, lockouts, strikes, work shutdowns imposed by Government Acts or Legislature or other authorities, act of God, epidemics, fires, earth-quakes, floods, explosions or any other acts or events whatsoever which are beyond the control of the Sub-Contractor and which shall directly or indirectly prevent the execution of work within the time specified in the agreement.
xii)	“SCHEDULE(S)” referred to in these condition shall mean the relevant schedule(s) of work and quantity annexed to the tender papers by BBJ or the standard schedule of rates prescribed by BBJ and the amendments thereto issued from time to time.
xiii)	The “SITE” shall mean the lands and/or other places on/under/in or through which the work is to be executed under the contract including any other lands or places provided by BBJ for the purpose of execution of the contract.
xiv)	“TEMPORARY WORKS” shall mean all the temporary works of every kind required for the execution, completion or maintenance of the work.
xv)	“URGENT WORKS” shall mean any urgent measures which in the opinion of the Engineer-In-Charge, becomes necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
xvi)	A “WEEK” shall mean seven days without regard to the number of hours worked in any day in that week.
xvii)	“APPROVED” and “DIRECTED” means the approval or direction of the Managing Director, BBJ or the person authorized by him for the particular purpose.
xviii)	The “DATE OF COMPLETION” is the date or dates for completion of the work or any part of the works set out in or ascertained in accordance with the individual work order and the tender documents or any subsequent agreed agreement thereto.
xix)	“SPECIFICATION” shall mean the specifications for materials of work in the special condition or in drawings. “Drawings” shall mean the maps, drawings, plans and tracings or prints thereof annexed to the contract and shall include any modification of such drawings and further drawings as may be issued by the Engineer-In-Charge from time to time.
xx)	“CONSTRUCTIONAL PLANT” shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinbefore defined) but do not include materials or other things intended to form or forming part of the permanent work.
xxi)	“PERIOD OF MAINTENANCE” shall mean the specified period of 12 (Twelve) months maintenance from the date of completion of the Works certified by the Engineer-In-Charge.

GENERAL CONDITION OF THE CONTRACT

xxii)	Words importing the singular number shall also include the plural and vice-versa where the context requires.
xxiii)	The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
xxiv)	“COST”- The word cost shall be deemed to include all costs related to establishment, labour, material, transport, all taxes duties octroi and levies etc.
2.0	<u>EXPERIENCE CRITERIA:</u> The tenderer must have adequate past experience of work of similar nature, the documentary evidence of which need to be furnished along with the bid documents.
3.0	<u>SUBMISSION OF BID:</u> The Tender should be submitted in a two bid system with the following manner :
i)	<u>TECHNO-COMMERCIAL BID:</u> The techno-commercial bid should be submitted in a sealed envelope duly signed and sealed super-scribing “TECHNO-COMMERCIAL BID” and also name of the job, tender reference and name of the bidder and the following documents to be enclosed:- <ul style="list-style-type: none"> • RELEVANT DOCUMENTS CERTIFYING “EXPERIENCE CRITERIA”. • INCOME TAX CLEARANCE CERTIFICATE. • SALES TAX CLEARANCE CERTIFICATE. • SOLVENCY CERTIFICATE FROM BANKER TO BE ENCLOSED. • DETAILS OF SIMILAR WORK DONE DURING LAST 3 YEARS INDICATING NAME OF CLIENT, DESCRIPTION OF WORK, VALUE OF WORK AND YEAR OF COMPLETION. • EARNEST MONEY DEPOSIT. • A DETAIL MONTH WISE SCHEDULE OF DEPLOYMENT OF PLANTS, MACHINERIES AND DIFFERENT CATEGORIES OF MANPOWER. A DECLARATION THAT IN CASE THE JOB IS AWARDED, THE SUB-CONTRACTOR WILL EXECUTE THE JOB IN STRICT COMPLIANCE OF THE PROVISIONS OF THIS TENDER AND WITHOUT ANY DEVIATION.

GENERAL CONDITION OF THE CONTRACT

ii)	<u>PRICE BID:</u> The tender document issued to the Tenderer should be submitted duly signed and sealed on all the pages by the Sub-Contractor completed in all respects including properly filled up “ BILL OF QUANTITY ”. All rates quoted should be in figures as well as words neatly written in proper space. All documents along with “ BILL OF QUANTITY ” should be enclosed in one envelope super-scribing “ PRICE BID ” and also the name of the job, tender reference and name of the bidder, duly sealed with sealing wax.
4.0	BBJ reserve the right to accept or reject any tender either wholly or partly or to distribute the work among more than one tenderers without assigning any reason whatsoever.
5.0	<u>EXECUTION OF WORK:</u>
a)	<u>SUB-CONTRACTOR’S UNDERSTANDING:</u> It is understood and agreed that the Sub-Contractor has by careful examination, satisfied as to the nature and location of the work, the configuration of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment as facilities needed preliminary to and during the execution of the works, the general and local conditions, availability of materials, the labour conditions prevailing therein and all other matters which can in any case affect the work under the contract.
b)	<u>COMMENCEMENT OF WORK:</u>
i)	The date of commencement will be considered-the date of issue of LOI/Date of issue of 1 st Set of detail drawings/ date of issue of 1 st lot of steel whichever is later. If the Sub-Contractor commits default in commencing execution of the work as aforesaid, BBJ shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely.
ii)	No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or delay in according sanction to estimates or drawings etc. or issuing drawings.
c)	<u>COMPLIANCE TO ENGINEER-IN-CHARGE’S INSTRUCTIONS:</u> The Engineer-In-Charge shall direct the order in which the several parts of the works shall executed and the Sub-Contractor shall execute without delay all orders given by the Engineer-In-Charge from time to time but the Sub-Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
d)	<u>ALTERATIONS TO BE AUTHORISED:</u> No alterations or addition to or omission or abandonment of any part of the works shall be deemed authorised except under instructions from the Engineer and the Sub-Contractor shall be responsible to obtain in writing such instruction in each and every case.

GENERAL CONDITION OF THE CONTRACT

e)	<u>EXTRA WORKS:</u> Should works over and above those included in the contract require to be executed at the site, the Sub-Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Sub-Contractor or Sub-Contractors or by any other means at the option of BBJ.
f)	<u>VARIATION IN QUANTITIES:</u>
i)	The BBJ reserves the right to alter the designs and drawings. If due to change in the drawing or design or for other reasons, there be variations, resulting in increase or decrease in quantities, payment will be made only for the actual quantities executed at the ordered rates. If there be sufficient cause, the BBJ may grant extension of the date of completion suitably. Such circumstance, shall in no way affect or vitiate the contract or alter the character thereof, or entitle the Sub-Contractor to damages or compensation there for except as provided for in this contract.
ii)	BBJ reserves the right to split the total quantity of work as mentioned in the B.O.Q. among 2 (two) or more agencies depending on the situation. The Agency cannot object or be entitled to any claim in the event of reduction in the actual quantity.
iii)	In the event of any reduction in the quantity OR OMISSION OF ANY ITEM IN THE B.O.Q. to be executed for any reasons whatsoever, the Sub-Contractor shall not be entitled to any compensation, but shall be paid only for the actual amount of work done.
iv)	The rate quoted by the bidder will stand unchanged in case of variation (+ or -) of quantities upto any extent.
v)	The quantities of each item of work furnished in the schedule are approximate and are intended for the guidance of tenderers / Sub-Contractors. In actual execution of work there may be some increase in the quantities specified, such variation shall in no degree effect the validity of the contract and it shall be performed by the Sub-Contractor as provided therein and be subject to the same conditions, stipulations and obligations originally and expressly included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates.
g)	<u>SEPARATE CONTRACTS IN CONNECTION WITH WORKS:</u> The BBJ shall have the right to let out our contracts in connection with the works. The Sub-Contractor shall afford to the other Sub-Contractors reasonable opportunity of storage of their materials and the execution of their work and shall properly connect and co-ordinate his work with theirs. If any part of the Sub-Contractor's work depends on proper execution or depends upon the work of another Sub-Contractor, the Sub-Contractor shall inspect and promptly report to the Engineer-In-Charge any defects in such work that render it unsuitable for proper execution of his portion of work. The Sub-Contractor's failure to so inspect or so report shall constitute an acceptance of the Sub-Contractor's work.

GENERAL CONDITION OF THE CONTRACT

	However, for defect/defects, which may develop in the other Sub-Contractor's work after the execution of his work, he will be not responsible.
h)	<u>INSTRUCTIONS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE:</u> Any instructions or approval given by the Engineer-In-Charge's representative to the Sub-Contractor in connection with the work shall bind the Sub-Contractor as though it had been given by the Engineer-In-Charge provided as follows:-
i)	Failure of the Engineer-In-Charge's representative to disapprove any work or materials shall not prejudice the power of the Engineer-In-Charge, thereafter, to disapprove such work of materials and to order the removal or breaking up thereof.
ii)	If the Sub-Contractor shall be dissatisfied by reasons of any decision of the Engineer-In-Charge's representative, he shall be entitled to refer the matter to the Engineer-In-Charge, he shall thereupon confirm or alter/modify such decisions.
i)	<u>ADHERENCE TO SPECIFICATION AND DRAWINGS:</u> The whole of the works shall be executed in conformity with the specifications and drawings. If the Sub-Contractor performs any work in a manner contrary to the specifications or drawings or both without obtaining the approval of the Engineer-In-Charge he shall bear all the consequences and costs arising or ensuing there from, and shall be responsible for all loss to BBJ and their client.
j)	<u>DRAWINGS AND SPECIFICATION OF THE WORKS:</u> The Sub-Contractor shall keep one copy of drawings and specifications at the site, in good order and such other contract documents as may be necessary to the Engineer-In-Charge and or the Engineer-In-Charge's representative.
k)	<u>OWNERSHIP OF DRAWINGS AND SPECIFICATIONS:</u> All drawings and specifications and copies thereof furnished by BBJ to the Sub-Contractor are deemed to be the property of BBJ. They shall not be used on other works, and with the exception of the signed contract, shall be returned by the Sub-Contractor to BBJ on completion of the works or termination of the contract.
l)	<u>SHEDS, STORE HOUSES AND YARDS:</u> The Sub-Contractor shall on his own expense shall provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer-In-Charge is requisite for carrying out the works and the Sub-Contractor shall keep at each of such sheds, storehouses and yards, a sufficient quantity of material and plant in much as not to delay the carrying out of the works with due expedition and the Authorized Representative/Engineer-In-Charge and the Engineer-In-Charge's Representative shall have free access to the said sheds, storehouse and yards at any time for the purpose of inspecting the stock of materials and plant so kept in hand and any materials or plant which the

GENERAL CONDITION OF THE CONTRACT

	Engineer-In-Charge may object to shall not be brought upon or used in works, but shall be forthwith removed from the sheds, storehouses or yards by the Sub-Contractor. The Sub-Contractor shall at his own expense provide and maintain suitable mortar mills, soaking vats steel treatment bath or any other equipment necessary for the execution of the work.
m)	<p><u>PROVISION OF EFFICIENT AND COMPETENT STAFF:</u></p> <p>The Sub-Contractor shall place and keep on the works at all times efficient and competent staff to give necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labours, in or about the execution of any of the works as are careful and skilled in their various trades and callings. The Sub-Contractor shall at once remove from the works any agent, permitted sub-Sub-Contractor, supervisor, workmen or labourer who shall be objected to by the Engineer-In-Charge and if and whenever required by the Engineer-In-Charge he shall submit correct return showing the names of all staff and workmen as necessary for the proper completion of the works within the time prescribed. The Sub-Contractor shall forthwith on receiving intimation to this effect take on the additional number of staff and labour specified by the Engineer-In-Charge within seven days of being so required and failure on the part of the Sub-Contractor to comply with such instruction will entitle the BBJ to rescind the Sub-Contractor under these conditions.</p>
n)	<p><u>WORKMANSHIP AND TESTING:</u></p> <p>The whole of the work and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman – like manner with materials of the best and most approved quality of their respective kinds agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings as may be found requisite to be given during the carrying out of the works to the entire satisfaction of the Engineer-In-Charge according to the instruction and direction which the Sub-Contractor may from time to time receive from the Engineer-In-Charge. The material may be subjected to test by means of such machines, instruments and appliances as the Engineer-In-Charge may direct and wholly at the expense of the Sub-Contractor.</p>
o)	<p><u>REMOVAL OF IMPROPER WORK AND MATERIALS:</u></p> <p>The Engineer-In-Charge or the Engineer-In-Charge's Representative shall be entitled to order from time to time.</p>
i)	The removal from the site within the time specified or any materials which in his opinion are not in accordance with the specifications or drawing.

GENERAL CONDITION OF THE CONTRACT

ii)	the use of proper and suitable substitute materials in place of specified material if the same is not easily available or the substitute material is better and
iii)	the removal and proper re-execution (not withstanding any previous tests thereof or “on account” payments thereof) of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications
iv)	in case of default on the part of the Sub-Contractor in carrying out such order BBJ shall be entitled to rescind the contract under these conditions.
p)	<p><u>FACILITIES FOR INSPECTION:</u> The Sub-Contractor shall afford the Engineer-In-Charge and the Engineer-In-Charge’s representative and any other authorised representative of owners every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labours, materials, planks, ladders, pumps, appliances and things of every kind for the purpose and the Engineer and the representative shall at all times have free access to every part of the works and to all places at which materials for the work are stored or being prepared.</p>
q)	<p><u>EXAMINATION OF WORKS: (BEFORE COVERING UP)</u> The Sub-Contractor shall give seven days notice to the Engineer-In-Charge or the Engineer-In-Charge’s representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurement in order that the work may be inspected or that correct dimensions may be taken before being so covered placed beyond the reach of measurement in default whereof the same shall, at the opinion of the Engineer-In-Charge or the Engineer-In-Charge’s representative, be uncovered and measured at the Sub-Contractor’s expense or no payment shall be made for such work or materials.</p>
r)	<p><u>TEMPORARY WORKS:</u> All temporary works necessary for the project execution of the works shall be provided and maintained by the Sub-Contractor and subject to the consent of the Engineer-In-Charge shall be removed by him at his expense when they are no longer required and in such manner as the Engineer-In-Charge shall direct. In the event of failure on the part of the Sub-Contractor to remove the temporary works, the Engineer-In-Charge will cause them to be removed and the cost as increased by supervision and other incidental charges shall be recovered from the Sub-Contractor. If temporary huts are provided by the Sub-Contractor on the land owned by client for labour engaged by him for the execution of the works, the Sub-Contractor shall arrange for handing over vacant possession of the said land after the work is completed, if the Sub-Contractor’s labour refuse to vacate, and have to be erected by client, the expenses incurred by BBJ in connection therewith shall be borne by the Sub-Contractor. The Sub-Contractor shall, not construct any hutment an the client of Government land without the written approval of the Competent Authority.</p>

GENERAL CONDITION OF THE CONTRACT

s)	<p><u>RATES FOR ITEM OF WORKS:</u> The rates entered in the accepted schedule of rates of the contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of contract and the specification and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered by the Engineer-In-Charge and as required without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour supply, including full freight of materials of stores, patterns, profiles, moulds, fitting, centerings, scaffoldings, shoring props, timber, machinery, derricks, trucks, ropes, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plants or materials as may be specified in the contract to be supplied to the Sub-Contractor by BBJ, the erections, maintenance and removal of all temporary works and buildings and also the following:-</p>
i)	All watching, lighting, bailing, pumping and draining.
ii)	All prevention of or compensation for trespass.
iii)	All barriers and arrangements for the safety of the public or of employees during the execution of works.
iv)	All sanitary and medical arrangements for labour camps as may be prescribed by the BBJ the setting of all work and of the construction, repair and upkeep of centre lines, bench marks and level pegs thereon site clearance.
v)	Cost of testing of materials supplied by the Sub-Contractor and provision of testing facilities for the compaction of soil if required.
u)	<p><u>HANDING OVER OF WORKS:</u> The Sub-Contractors shall be bound to handover the works executed under the contract to BBJ or any other authority so authorised by BBJ complete in all respect to the satisfaction of the Engineer-In-Charge. The Engineer-In-Charge shall determine, from time to time, the date on which the work is considered to have been completed, in support of which considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer-In-Charge shall determine from time to time the date on which any particular section of the work shall have been completed, and the Sub-Contractor shall be bound to observe any such determination of the Engineer-In-Charge.</p>
v)	<p><u>CLEARANCE OF SITE ON COMPLETION:</u> On the completion of the works the Sub-Contractor shall clear away and remove from the site all construction plants surplus materials rubbish and temporary works of every kind and leave the whole of the site and works clean to the satisfaction of the Engineer-In-Charge. No final payment in settlement of the account of the work shall be made to the Sub-Contractor till that period in</p>

GENERAL CONDITION OF THE CONTRACT

	<p>addition to any other condition necessary for such final payment, site clearance shall have been effected by him, and such clearance may be made by the Engineer-In-Charge at the expense of the Sub-Contractor in the event of his failure to comply with this provision within seven days after receiving notice to that effect. Should it become necessary for the Engineer-In-Charge to have the site cleared at the expense of the Sub-Contractor, then BBJ shall not be liable for any loss or damage to such of the Sub-Contractor's property as may be on site due to such removal there from, which removal may be effected by means of public sale of such materials and property or in such a way as deemed fit and convenient to the Engineer-In-Charge.</p>
<p>w)</p>	<p>QUANTITIES IN SCHEDULE ANNEXED TO SUB-CONTRACT: The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual correct quantities of work to be executed by the Sub-Contractor in fulfillment of his obligation under the Sub-contract. However, BBJ reserves the right to reduce the quantity and in that event the agency will not have any claim for such reduction.</p>
<p>x)</p>	<p>MEASUREMENT OF WORKS: The Sub-Contractor shall be paid for the works executed in the accepted schedule of rates and according to the terms of payment of the contracts or the measurements taken by the Engineer-In-Charge or Engineer-In-Charge's representative in accordance with the relevant Indian Standard Specification. Code of practice. Such measurement will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer-In-Charge shall be proper having regard to the progress of the works. The date and time on which the "On-Account" or final measurement are to be made shall be communicated to the Sub-Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer-In-Charge or Engineer-In-Charge's representative) recorded in the official measurement book as an acknowledgement of his acceptance of the accuracy of the measurement. Failing the Sub-Contractor's attendance the work may be measured up in his absence and such measurements shall notwithstanding such absence, be binding upon the Sub-Contractor whether or not he shall have the measurement book.</p>
<p>y)</p>	<p>MAINTENANCE OF WORKS: The Sub-Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the contract and after the date of passing of the certificate of completion by the Engineer-In-Charge or any other earlier date subsequent to the completion of the work that may be fixed by the Engineer-In-Charge be responsible for and effectually maintain and uphold in good substantial, sound and perfect condition all and every part of the works</p>

GENERAL CONDITION OF THE CONTRACT

	and shall make good from time to time and at all times as often as the Engineer-In-Charge shall require, any damage or defect that may, during the above period, arise in or be discovered or be in any way connected with the works, and the Sub-Contractor shall be liable for and shall pay and make good to the BBJ or other persons legally entitled thereto whenever required by the Engineer-In-Charge so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or in consequence of the operations of the Sub-Contractor of his failure in any respect.
z)	CERTIFICATE OF COMPLETION OF WORK: As soon as in the opinion of the Engineer-In-Charge the works shall have been substantially completed and shall have satisfactorily passed any final test or tests that may be prescribed the Engineer-In-Charge shall issue a certificate of completion in respect of the works and the period of maintenance of the works shall commence from the date of such certificate.
xvii)	SUB-CONTRACTOR NOT ABSOLVED BY COMPLETION CERTIFICATE: The certificate of completion with respect of the works referred to in Sub-Clause (i) of this clause shall not absolve the Sub-Contractor from his liability to make good any defects, imperfections, shrinkage of faults which may appear during the period of maintenance arising in the opinion of the Engineer-In-Charge from materials or workmanship not in accordance with the drawings or specifications or construction defects. All such defects need to be amended and made good by the Sub-Contractor at his own cost and in case of default on the part of the Sub-Contractor, the Engineer-In-Charge may employ labour and materials, or appoint another Sub-Contractor to amend and make good such defects, imperfections, shrinkage and faults and all expenses consequent thereon and incidental thereto shall be borne by the Sub-Contractor and shall be recoverable from any money due to him under the contract.
6.0	<u>“ON ACCOUNT” PAYMENT:</u> The Sub-Contractor shall be entitled to be paid from time to time by way of “On Account” payments only for such works, as in the opinion of the Engineer-In-Charge, he has executed in terms of the contract. All payments by the Engineer-In-Charge or the Engineer-In-Charge’s representative’s certificates of measurements shall be subjected to any deductions which may be made under these presents provided always that the Engineer-In-Charge may by any certificate made any correction or modification in any previous certificate which shall never have been issued by him and that the Engineer-In-Charge may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

GENERAL CONDITION OF THE CONTRACT

7.0	<p><u>ROUNDINGS OFF AMOUNTS:</u> In the case of schedule of rates given in decimal coinage, individual items will not be rounded off, but the total amounts only, on each certificate, shall be rounded off to nearest rupee i.e. sum of less than 50 paise shall be omitted out and sums of 50 paise and more shall be reckoned as one rupee.</p>
8.0	<p><u>ON-ACCOUNT PAYMENTS NOT PREJUDICIAL TO FINAL SETTLEMENT:</u> “On Account” payments made to the Sub-Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the measurement book as final measurements and as such have been signed by the Sub-Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity or work having been executed nor of the manner of its execution being satisfactory.</p>
9.0	<p><u>MANNER OF PAYMENT:</u> Unless otherwise specified, payment to the Sub-Contractor will be made by cheque .</p>
10.0	<p><u>PAYMENT TO BE MADE BY BBJ:</u> The Sub-Contractor shall on submitting a monthly bill be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-In-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Sub-Contractor. All such intermediate payments shall be regard as payments by way of advance against the final payments only and not as payments as work actually done and completed and shall not preclude the Engineer-In-Charge from requiring bad, unsound, imperfect or unskillful work to be dismantled and removed from the site and reconstructed, or re-erected as per specifications. No payment shall be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim, nor shall it conclude determine or affect in any way the powers of the Engineer-In-Charge as to the final settlement and adjustment of the contract. The final bill shall be submitted by the Sub-Contractor within one month of the date of the completion of work. The certificate of the Engineer-In-Charge of the measurement value of the total amount payable for the work shall be final and binding on all parties.</p>
11.0	<p><u>FINAL PAYMENT:</u> On the Engineer-In-Charge’s certificate of completion in respect of the works, an adjustment shall be made and the balance of account based on the Engineer-In-Charge or the Engineer-In-Charge’s representative’s certified measurements of the quantity of work executed by the Sub-Contractor up to the date of completion and on the accepted schedule of rates shall be paid to the Sub-Contractor subject always to any deduction which may be made under agreement and subject to the</p>

GENERAL CONDITION OF THE CONTRACT

	<p>Sub-Contractor having delivered to the Engineer-In-Charge a full account in detail of all claims he may have or BBJ in respect of the works or having delivered a "No Claim" certificate and the Engineer-In-Charge having after the receipt of such account given a certificate, in writing that such claims are correct, that the whole of the works to be done under the provisions of the contract have been completed, that they have been inspected by him since their completion and bound to be in good and substantial order, that all properties and the things removed, the work, have been properly replaced and made good all expenses and demands incurred by or made upon or in the respect of damage or loss by, from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.</p>
12.0	<p><u>TAXES, DUTIES AND OCTROI ETC.</u> The Sub-Contractor agreed to and hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi etc., now or hereafter imposed, increased, or modified, and all the sales tax, from time to time in respect of works and materials and all contributions and taxes for employment compensation, insurance and also age pension or annuities now or thereafter imposed on Central or State Government authorities which are imposed with respect to or covered by the wages/salaries or other compensations paid to the persons employed by the Sub-Contractor and the Sub-Contractor shall be responsible for the</p>
12.0	<p>compliance with all obligations and restrictions imposed by the labour law or any other law effecting employer-employee relationship and the Sub-Contractor further agreed to comply, and to secure the compliance of all Sub-Sub-Contractor with all applicable Central, State, Municipal or local laws and regulations and requirements of any Central, State or Local Government agency or authority. Sub-Contractor further agreed to defend, indemnify and hold owner harmless from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any violation or requirements and also from all claim suit of proceeding that may be brought against the owner arising under, growing out of or by reason of the work provided for by this Contract, by third parties, or Central or State Government authority or any other Sub-division thereof.</p>
13.0	<p><u>DEDUCTION OF INCOME TAX, SALES TAX AND ANY OTHER TAXES AND DUTIES OCTROI ETC.:</u> All Statutory Taxes and Duties will be deducted at source from Sub-Contractor's on- account bills. Further the Sub-Contractor will be liable to pay themselves any taxes and duties to the respective authorities if payable by the Sub-Contractor over and above the amount deducted at source. Necessary papers indicating the deduction made at source will be given to the Sub-Contractor on request.</p>
14.0	<p><u>COMPLIANCE OF LABOUR LAWS:</u> The Sub-Contractor shall comply with the following Labour Laws during the execution of the contract:</p>

GENERAL CONDITION OF THE CONTRACT

a)	MINIMUM WAGES ACT, 1948 Sub-Contractors are required to pay minimum wages as per Central Government Notification/State Government Notification whichever is higher at the time of payment of wages. Representative of Principal Employer and recording his signature on the wages register is required.
b)	PAYMENT OF WAGES ACT, 1976
c)	E.S.I. Act, 1948
d)	Compliance of BOCW Act in case 50 or more workers are engaged by the Sub-contractor.
c)	CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970 Sub-Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Sub-Contractor Labour (Regulation and Abolition) Act, 1971 as modified from time to time wherever applicable and shall also indemnify BBJ from and against only claim under the aforesaid Act and Rule.
e)	WORKMEN'S COMPENSATION ACT, 1923
f)	INDUSTRIAL DISPUTE ACT, 1947 AND AS AMENDED FROM TIME TO TIME.
g)	EMPLOYEES PROVIDENT FUND ACT, 1971
15.0	<u>COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR</u> The Sub-Contractor shall conform to all laws, by laws, rules and regulations, for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through the petty Sub-Contractors or sub-Sub-Contractors on the works.
a)	<u>PERTAINING TO LICENCE</u> A copy of Labour License to be displayed by the Sub-Contractor at the Site.
b)	<u>PERTAINING TO NOTICE</u> Notice pertaining to the following are required to be displayed at the work site in English/Hindi or local language viz. (a) Rates of wages (b) Hours of work (c) Wage period (d) Date of payment (e) Name and Address of the Inspector (f) Date of payment of wages and date of unpaid wages (g) Place and time of disbursement of wages (h) An abstract of the Act & Rules of C.L. (R&A) Act, (i) Intimation about the commencement/completion (j) weekly holiday and rest day (k) Hours of week.

GENERAL CONDITION OF THE CONTRACT

c)	<p><u>PERTAINING TO REGISTERS</u> The following Registers are to be maintained at the works at :-</p> <ul style="list-style-type: none"> • Register of persons employed in Form XII. • Employment Card in Form XIV to be issued to each worker. • Master Roll In Form XVI. • Register of wages in Form XVII. • Register of Fines in Form XXI. • Register of Advance in Form XXII. • Register of Overtime in Form XXIII. • Wages Slip in Form XIX is to be issued to each worker.
d)	<p><u>PERTAINING TO RETURNS</u> Half-Yearly Return ending on 30th June and Annual Return ending on 31st December to be submitted to Licensing Officer within 30 days of the completion of half annual ending.</p>
16.0	<p><u>LABOUR CAMP:</u> The Sub-Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provisions of latrines and urinals for his staff and workmen, directly or through the petty agencies employed on the work and for temporary creche (Bal Mandar) where 50 or more women are employed at a time. All camp sites shall be maintained in clean sanitary conditions by the Sub-Contractor at his own cost.</p>
17.0	<p><u>WATER SUPPLY:</u>The Sub-Contractor shall arrange at his own cost water both for drinking purpose and for the purpose of execution of work.</p>
18.0	<p><u>ELECTRICITY:</u> Any electrical supply required at site for whatsoever purpose shall be arrange by the Sub-Contractor at his own cost. If electricity cannot be arranged, the Sub-Contractor shall maintain generator set of suitable capacity for each purpose of uninterrupted progress of work.</p>
19.0	<p><u>SANITARY ARRANGEMENTS</u> The Sub-Contractor shall obey all sanitary rules and carry out all sanitary measures that may form from time to time be prescribed by the concerned Medical Authority and permit inspection of all sanitary arrangements at all times by the Company's Site-In-Charge and/or his representatives.</p>
20.0	<p><u>WELFARE & HEALTH</u> First Aid facilities to be provided as per specification laid down under Rules. Canteen facilities and Rest Room to be provided as per Rules.</p>

GENERAL CONDITION OF THE CONTRACT

21.0	<p><u>MEDICAL FACILITIES AT SITE</u> The Sub-Contractor shall provide medical facilities at the site as may be prescribed by the Engineer-In-Charge in relation to the strength of the Sub-Contractor's resident staff and workmen directly or through the petty Sub-Contractors or sub-Sub-Contractors employed on the work. First Aid facilities at site should be as prescribed under C.L. (R&A) Act and Rules.</p>
22.0	<p><u>OUT BREAK OF INFECTIOUS DISEASE</u> The Sub-Contractor shall remove from his camp such labour and their families who have protective inoculation and vaccination when called upon to do so by the Engineer-In-Charge or the Engineer-In-Charge's representative.</p>
23.0	<p><u>PRESERVATION OF PEACE</u> The Sub-Contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty agencies on the works.</p>
24.0	<p><u>USE OF INTOXICANTS AT WORKSITE AND ENCAMPMENTS FOR THE WORK</u> The sale of ardent spirits or other intoxicating beverages on the work site or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Sub-Contractor or any of his employee directly or through the petty Sub-Contractors or sub-Sub-Contractors employed on the work shall be forbidden and the Sub-Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.</p>
25.0	<p><u>NON EMPLOYMENT OF FEMALE LABOUR AT SITE:</u> The Sub-Contractor shall see that the employment of female labour directly or through the petty agencies employed on the work at Site should be avoided.</p>
26.0	<p><u>NON-EMPLOYMENT OF LABOURS BELOW THE AGE OF 15</u> The Sub-Contractor shall not employ children below the age of 15 as labours directly or through the petty Sub-Contractors or sub-Sub-Contractors employed on the work for the execution of the work.</p>
27.0	<p><u>EMPLOYMENT OF LABOUR FROM SCARCITY AREA</u> If the Government declares a state of scarcity of famine to exist in any village situated within 10miles of the work, piece worker/Sub-Contractor shall employ upon such parts of the work as the suitable for unskilled labour any person certified to him by the Engineer-In-Charge or by any other person to whom the Engineer-In-Charge may have delegated this in writing to be in need to relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in the behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the General Manager (Projects) whose decision shall be final and binding on the piece worker/Sub-Contractor.</p>

GENERAL CONDITION OF THE CONTRACT

28.0	<p><u>INSURANCE</u> Sub-Contractors shall at his own expense carry and maintain insurance with reputable Insurance Companies to the satisfaction of the Owner as follows:-</p>
a)	<p><u>EMPLOYEES STATE INSURANCE ACT</u> The Sub-Contractor agrees to and does hereby accept full exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act, 1948 and Sub-Contractor further agrees to defend, indemnify and hold owner harmless from any liability or penalty which may be imposed by the Central, State or local authority by the reason or any asserted violation by Sub-Contractor or Sub-Contractor of the Employee's State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the owner arising under, growing out of or by reason of the work provided for by this contract. Sub-Contractor agreed to fill in with the Employee State Insurance Corporation, the declaration forms and all forms, which may be required in respect of the Sub-Contractor's or Sub-Contractor's employee, where aggregate remuneration is Rs.660.00 per month or less who are employed in the work provided of those covered by ESI from time to time under the Agreement. The Sub-Contractor shall deduct and secure the agreement of the Sub-Sub-Contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's contribution cards at wages payments intervals. The Sub-Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the Sub-Contractor shall secure the agreement of the Sub-Sub-Contractor to maintain such records. Any expenses incurred for the contributions, making contributions of maintaining records shall be to the Sub-Contractor's or Sub-Contractor's account. The owner shall retain such sum as may be necessary from the total Sub-Contractor value until the Sub-Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 have been paid. This will be pending on the Sub-Contractor when the Employee's State Insurance Act is extended to the place of work.</p>
b)	<p><u>WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE</u> Insurance shall be effected for all the Sub-Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Sub-Contractor shall require the Sub-Sub-Contractor to provide workmen's compensation and employee's liability insurance for the latter's employees, if such employees are not covered under the Sub-Contractor's insurance.</p>
c)	<p>Sub-Contractor shall be responsible for making good to the satisfaction of the owner any loss or any damage to structure and properties belonging to the owner or being executed or procured or being procured by the owner or of other agencies within the premises of all the works of the owner, if such loss or damage is due to</p>

GENERAL CONDITION OF THE CONTRACT

	fault and/or the negligence or willful acts or omission of the Sub-Contractor, his employees, agents, representative or Sub-Sub-Contractor.
d)	The Sub-Contractor shall take sufficient care in moving his plants, equipment's and materials from one place to another so that they do not cause any damage to third party including overhead and underground cables and in the event of any damage resulting to the property of the owner or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damage including eventual loss of production, operation or services in any plant or establishment as estimated by the owner or ascertained or demanded by the third party shall be borne by the Sub-Contractor.
e)	The Sub-Contractor shall indemnify and keep to the owner harmless of all claims for damages to property other than owner's property arising under or by reason of this contract if such claims result from the fault and/or negligence or willful acts or omission of the Contract, agents representatives or Sub-Sub-Contractor.
f)	<u>ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER</u> Sub-Contractor shall also carry and maintain any other insurance, which he may be required under law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the owner.
g)	<u>ACCIDENT OR INJURY TO WORKMEN</u> The owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Sub-Contractor or any Sub-Sub-Contractor save and except an accident or injury resulting from any act or default of the owner, his agent or servants and the Sub-Contractor shall indemnify and keep indemnified the owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, cost charges and expenses whatsoever in respect or in relation thereto.
h)	<u>TRANSIT INSURANCE</u> In respect of all items to be transported by the Sub-Contractor to the site of work, the cost of transit insurance should be borne by the Sub-Contractor and the quoted price shall be inclusive of the cost.
i)	The Sub-Contractor must submit a photocopy each of the above Insurance Policies to the Site-In-Charge/BBUNL, Bimalgarh Site before commencement of the work.