

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED
(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD KOLKATA - 700 001 (WEST BENGAL)
PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961
E-MAIL: info.bbjconst@bbjconst.com

Ref. No.	eNIT/DGM(P-V)/H-BEAM SLEEPER/2150/3131/G-85-2021	DATE	22.12.2021
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NOTICE INVITING e-TENDER

e-Bid Tender under the two-bid system (i.e. "Techno-Commercial Part" & "Price Part") are invited from eligible vendors for or supply of H-Beam Sleepers as per the technical specifications and other details are given in "Scope of Work"/ "BOQ", as per details hereunder:

01.	NAME OF THE WORK	Supply, Fabrication and Transportation of Galvanized H-Beam Sleepers as per RDSO'S Drg. No. B-1636/4,5,8 & RH-1112 (with the latest alteration) & BBJ's Drawing no. 2150/HBS/78.8M/34 Rev.0 with all Fittings, Fixtures, Fastening and based on approved drawing & technical specifications.
02.	QUANTITY	2680 sets/ As per BOQ (as detailed in Technical Specification). Bidder should quote the rate for all the items of BOQ.
03.	COMPLETION PERIOD	08 (eight) months for total supply (BOQ) from the date of LOA/Order, whichever is earlier.
04.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	Nil
05.	EARNEST MONEY DEPOSIT	₹5,00,000/- (Rupees five lakh only) by NEFT/ RTGS/ Demand Draft/ Banker's Cheque in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata. Tender documents without EMD shall be rejected. MSME/ NSIC/ SSI units will be waived from submitting tender fees subject to submission of the declaration of Udyog Aadhar Memorandum (UAM) number on the GeM Portal. For unsuccessful bidders, EMD will be refunded after the finalization of the Order, without any interest. For successful bidder, the above EMD amount will be converted into an initial Security Deposit and will be retained by BBJ till successful completion of Maintenance Period/ Defect Liability Period, without any interest.
06.	SECURITY DEPOSIT	5% (five per cent) of Contract Value. Security Deposit will be deducted @10% (ten per cent) from each gross bill value up to the total amount equivalent to 5% (five per cent) of contract value after adjustment of EMD as initial Security Deposit. Security Deposit shall be released after completion of Maintenance Period/ Defect Liability Period.

07.	PERFORMANCE BANK GUARANTEE (PBG)	<p>Successful Bidder shall have to submit an Irrecoverable Performance Guarantee to an amount equivalent to 3% (three per cent) of the Contract Value, issued by any Nationalized/ Scheduled Bank in India within 45 (forty-five) days from the date of LOA/Order.</p> <p>The Performance Guarantee shall remain valid up to the end of completion of the entire contract.</p>
08.	MODE OF SUBMISSION	<p>Online through Government e-Marketplace system https://gem.gov.in. Tender Fee, EMD and Other documents as uploaded are to be submitted at BBJ'S Head Office at 27, R. N. Mukherjee Road, Kolkata - 700001, West Bengal, before the opening of the technical e-bids.</p>

INSTRUCTION TO BIDDERS

1.0 **REGISTRATION OF CONTRACTOR**

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://gem.gov.in>

2.0 **DIGITAL SIGNATURE CERTIFICATE (DSC)**

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Guideline to bidder DSC is given as a USB e-Token.

3.0 **SUBMISSION OF BID:**

Bids are to be submitted online through the e-Bidding system of GeM Portal (<https://gem.gov.in>). **Hardcopy of the uploaded/ submitted bid (technical part) shall have to be submitted to this office physically along with the EMD & Tender Fee.**

Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the **BOQ** should be properly filled in. Tenders to be submitted in **two parts**:

a) **TECHNO-COMMERCIAL PART:**

The Techno-Commercial part will consist of -

i) **PRE QUALIFICATION CRITERIA OF THE BIDDER**

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of the Technical Bid. Any bidder not qualifying PQC criteria will be rejected and the price bid will not be opened.

The Techno Commercial Part should contain the following documents, which are to be submitted/uploaded with the offer:

- (a) Earnest Money Deposit (EMD) of ₹5,00,000/- (Rupees five lakh only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drew in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In the case of a successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the Defect Liability Period, without any interest. Scanned copy to be uploaded in portal and instrument to be submitted physically along with other documents.

Bank Details for NEFT/ RTGS:

Name of Beneficiary:	THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.
Bank Name:	STATE BANK OF INDIA
Branch:	DALHOUSIE SQUARE (CALCUTTA)
Bank Address:	2, B.B.D. BAGH (EAST), KOLKATA – 700001 (W.B.)
Bank Account No.:	11175160292
Bank Account Type:	Current
IFS Code:	SBIN0001401

Note: In the case of EMD & Tender Fee submitted through NEFT/ RTGS, necessary documents need to be uploaded in the Portal and submitted along with the bid.

- (b) GST Registration Certificate
- (c) Copy of PAN CARD
- (d) Copy of acknowledgement of filing of GSTR-1 and GSTR-3B for the current financial year up to the month of tender.
- (e) Downloaded Tender document (without quoting any price in Techno-commercial bid) duly signed with an official stamp on each page.
- (f) Copy of relevant documents/ experience certificate showing past experience as per Clause No.3 of Special Condition of Contract.
- (g) Other documents in support of Eligibility Criteria of this tender.
- (h) Audited Balance Sheet & P/L for the last 03 (three) financial years ending 31st March of the previous financial year.
- (i) Copy of document in support of "Person Legally Authorized" to enter into a commitment on behalf of the Tenderer.

b) **PRICE PART:**

Properly filled up BILL OF QUANTITY duly digitally signed to be uploaded in the Financial part. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ. HSN/SAC code must be provided against each BOQ item.

- c) The above two sealed envelopes i.e. 'TECHNO-COMMERCIAL PART' shall be put into a sealed envelope superscribing "TENDER NOTICE NO./ NAME OF WORK" to be addressed to DGM(P-V) at BBJ's Head office.

4.0 **INTEGRITY PACT:**

The Bidder/ Contractor is required to enter into an Integrity Pact with the Employer, in the Format at Annexure-I. The Integrity Pact enclosed as Annexure-I will be signed by BBJ for and on behalf of Employer as its Agent/ Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.

In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail. For monitoring of the Integrity Pact, BBJ has appointed the following eminent personality as Independent External Monitor(s) (IEM) :

Shri S. Srinivasan

IAS (Retd.)

Flat No. D 5 - 107, Block No. 5,

V Floor, Kendriya Vihar,

B.B. Road (Bangalore - Bellary Road),

Yelahanka, Bangalore – 64.

Karnataka

Email: s.srinivasan1980@gmail.com

5.0 **EXEMPTION FOR MICRO & SMALL ENTERPRISES:**

(validity of exemption certificate should be at least up to one month beyond the validity of the bid)

- (a) MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of the declaration of UDYOG AADHAR MEMORANDUM/ UDYAM number on CPPP.
- (b) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given the following benefits:

- (i) Exemption from payment of Tender Document Fee
- (ii) Exemption from payment of Earnest Money Deposit
- (c) Firms registered with NSIC under its "Single Point Registration Scheme".

(Exemption will apply only to items/ services indicated under the description of work/ supplies/ services & value up to which the firms are registered with NSIC). To obtain the above benefits, firms should necessarily submit a signed copy of a valid Registration Certificate issued by NSIC. Firms that are in the process of obtaining NSIC Registration will not be considered for the benefits.

- 4.01 The following procedure is adopted for bidders of MSMEs registered with NSIC: The MSEs who intent to claim benefits under the MSME act, shall fulfil the following, otherwise, they run the risk of their bid being passed over as "INELIGIBLE" for the benefits applicable to MSEs and their bid will not be considered for evaluation.
- a) The items of Products/ Services mentioned under the NSIC certificate should be the same or similar to be tendered items (Schedule of Items of Tendered).
 - b) The monetary limit stipulated in the NSIC certificate of MSEs should be equal or more than the value of work(s)/ supply(s)/ are "in hand (progress)" awarded under MSME benefits during the financial year plus the estimated cost of this tender for availing EMD exemption.
 - c) If the monetary limit is less than the value of work(s)/ supply(s)/ are "in hand (progress)" awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain "Competency Certificate" from NSIC for participating in this tender as well as to avail MSME benefits. The completion certificate should be uploaded to the Pre-Qualification folder.
 - d) During the bid evaluation, EMD exemption shall be granted to the NSIC/ MSEs registered firm. In case the NSIC/ MSEs registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected.
- 6.0 All costs and expenses incidental to the preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
- 7.0 No deviation from the tender conditions shall be accepted. Conditional and Incomplete tenders shall be rejected and no additional clause shall be entertained. All rights reserved upon BBJ in this regard.
- 8.0 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.
- 9.0 **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.
- 10.0 **FIRM PRICE ORDER:**
The price shall remain firm till completion of work as per order including modification thereof and no claim for variation in quantities, labour & materials prices etc will be entertained.

- 11.0 All duties (including GST), taxes, fees and other levies payable by the successful bidder under the contract or any other clause shall be included in the quoted prices.
- 12.0 **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.
- 13.0 Bidders are requested to get themselves enrolled/ registered in BBJ's vendor registration system at <https://bbjconst.in> for the generation of vendor code and upload the same along with the bid document.
- 14.0 **ORDER OF PRIORITY OF DOCUMENTS:**
Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:
- a) Work order
 - b) Letter of Award (LOA)
 - c) Schedule of Items, Rates & Quantities
 - d) Special Conditions of the Contract (SCC)
 - e) Technical Specifications (TS)
 - f) Scope of Work (SOW)
 - g) Drawings
 - h) Relevant Codes & Standards
 - i) Notice Inviting Tender
 - j) Instructions to the Bidders (IB)
 - k) General Conditions of Contract
- 15.0 **IMPORTANT NOTES:**
BBJ reserves the right to:
- a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - b) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
 - c) Postpone or extend the above-mentioned date, split and distribute the work among more than one contractor without assigning any reason whatsoever.
 - d) May ask for further qualification during techno commercial scrutiny of bids received.
 - e) BBJ shall not be responsible for any delay, loss, damage for the bids sent by post.
 - f) BBJ shall not be liable for any expenses incurred by the bidder in preparation of the bid irrespective of whether it is accepted or not.
 - g) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
 - h) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such application.

(A. NEOGI)
DGM(P-V)

SCOPE OF WORK

1. Fabrication and supply of H-Beam Sleepers with all fittings & fixtures as per RDSO Drg. No. RDSO/B-1636/4,5,8 & RH-1112 (with the latest alteration) & BBJ's Drawing no. 2150/HBS/78.8M/34 (to be approved by N.F. Railway prior to manufacturing). Fabrication as per RDSO specification no. BS45, Hot dip galvanizing as per IS:4759, spring washer as per Railway suitable for 25 Ton axle loading standard and specification there to complete as corrected up to date including supply and riveting of canted bearing plates.
2. The rate shall be including of all costs of preparing and supplying H-Beam (ISHB) from standard rolled section IS: HB 200 conforming to IS:2062, E250 Gr. B. including supplying of all required fittings and fixtures, fastening, MS pad plates, bolts and nuts, washer, rivets, etc. duly galvanized as per specification.
3. The weldable raw structural steel sections to be supplied by the contractor for fabrication of H-Beam sleepers to conform to IS:2062-2011 Grade B fully killed from SAIL, TISCO, and Vizag Steel Plant or any other sources approved by N.F. Railway. The source to be declared citing non-availability of material from the aforesaid supplier.
4. The rate is also inclusive of inspection and testing charges of all components of H-Beam sleepers including all fixtures and fastening galvanization and consumables etc. from the reputed laboratory/organization.
5. Arranging necessary inspection & testing and getting the H-Beam Sleepers approved by N.F. Railway or their authorized agency at their own cost and will be responsible for furnishing all test certificates.
6. The rate is also including of transportation of H-Beam Sleepers with all fittings and fixtures with consumables from their workshop to different bridge sites/ Railway depot in Karnataka by providing their trucks including loading with all lead and lift, handling, re-handling, ascent, descent, crossing obstructions etc.
7. WPSS and QAP are to be done by the contractor and get it approved from N.F. Railway or their nominated agency.
8. The rate is inclusive of all including GST.
9. The work to be executed in contractor's approved shaded/covered fabrication workshop by their labour, plants & machinery, equipment, welding consumables cutting gases and their inputs for successful completion of the work.
10. Fitting items to be provided in waterproof and strong box packets to avoid damages during transportation and storing.

SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS AND INTERPRETATION:

In this Tender Document, as hereinafter defined, the following words and expressions shall have the meaning as under:

- a) "**BBJ**" shall mean The Braithwaite Burn And Jessop Construction Company Limited having its registered office at 27, R. N. Mukherjee Road, Kolkata- 700 001.
- b) "**TENDER**" shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Dealer/ Agency in response to BBJ's Notice of Invitation to this Tender Document.
- c) "**ORDER**" shall mean a written Work/ Purchase Order issued by BBJ.
- d) "**TENDERER/ BIDDER**" shall mean the firm or Company (hereinafter-called Tenderer/ Bidder) who duly submits the tender after accepting all the terms & conditions of the tender document.
- e) "**SUCCESSFUL BIDDER**" whose tender has been finally accepted by BBJ.

2. SCOPE OF SUPPLY:

As per the "Scope of Work" & "Bill of Quantity" (BOQ)

3. ELIGIBILITY CRITERIA:

Experience of having successfully supplied "similar items" during last 07 (seven) years ending last day of month previous to the one in which this e-tender are invited; Job completion certificate received from clients are to be submitted.

Note: "Similar item" means manufacture & supply of galvanized H-Beam Sleepers with all fittings, fixtures & fastening etc. for Steel Bridge to Indian Railways/ Government Organization / Reputed Organization engaged in the execution of Indian Railway Steel Bridges.

Average Audited Annual Financial Turnover during the last three financial years, ending 31.03.2020, should be at least **₹258.46 lakh**.

4. DELIVERY PERIOD:

Delivery to be completed in phases within 08 (eight) months for the total supply of BOQ items from the date of LOA/Order, whichever is earlier.

5. DELIVERY PLACE, QUANTITY & SCHEDULE:

BBJ shall require the ordered quantity progressively within **08 (eight)** months from the date of LOA/Order as per the following;

- a) **Bridge No.161-162-167 (8x78.8m):** Bairabi Stack Yard, Near Bairabi Railway Station, Bairabi, Dist:- Kolasib, Mizoram-796081 – **[1072 sets]**
 - **1072 sets of 78.0M Span Sleepers** within **04 (four) months** from the date of LOA/ Order.
- b) **Bridge No.167-16 (6x78.8m):** Bairabi Stack Yard, Near Bairabi Railway Station, Bairabi, Dist:- Kolasib, Mizoram-796081 – **[804 sets]**
 - **804 sets of 78.8M Span Sleepers** within 06 (six) months from the date of LOA/ Order.
- c) **Bridge No. 78 (6x78.8m):** Bairabi Stack Yard, Near Bairabi Railway Station, Bairabi, Dist:- Kolasib, Mizoram-796081 – **[804 sets]**
 - **804 sets of 78.8M Span Sleepers** within 08 (eight) months from the date of LOA/ Order.

6. DELIVERY PERIOD EXTENSION

If there is a delay for reasons not attributable to the successful bidder, BBJ upon receipt of written request justifying such delay from the Supplier may extend the Delivery

period as suitable and fit reasonable to BBJ. No extra claim of supplier will be entertained in such cases of time extension is granted. The decision of BBJ shall be final in this regard.

7. **EARNEST MONEY DEPOSIT (EMD):**

- a) Earnest Money Deposit of **₹5,00,000/-** (Rupees five lakh only) by NEFT/ RTGS/ Demand Draft/ Banker's Cheque in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata.
- b) EMD amount of the successful bidder will be converted into an initial security deposit and will be retained till completion of the Maintenance / Defect Liability Period, without any interest.
- c) EMD of the unsuccessful bidder will be returned after the finalization of the order, without any interest.

8. **QUANTITY VARIATION:**

Quantity may vary +/- 25% for which no extra claim of the manufacturer will be entertained.

9. **PAYMENT:**

- a) **90%** (ninety per cent) of the certified bill value will be released within 45 (forty-five) days, after successful delivery of H-Beam sleepers along with fittings & fixtures at respective delivery sites and submission of cleared bill/Invoice with relevant challans, duly certified by BBJ's representative, along with other necessary documentations.
- b) **5%** (five per cent) of the certified bill value will be released within 45 (forty-five) days after successful fixing of the same at the bridge site.
- c) **5%** (five per cent) of the certified and cleared bill/Invoice value, after adjusting EMD amount as initial Security Deposit, will be deducted and retained as Security Deposit which will be released after completion of Maintenance/ Defect Liability period, without any interest.

10. **FIRM PRICE:**

The rate shall remain firm and shall not attract escalation due to any reason such as Steel price hike whatsoever in pursuance of this contract during the delivery period or up to the extended delivery period as the case may be from the date of the order. No escalation or any variation in prices is payable to the supplier on account of any increase or modification in the tax structure or introduction/ modification of the existing levy structure.

11. **TAXES & DUTIES:**

The successful bidder shall be exclusively responsible for payment of all Taxes, Royalties etc. (including Goods and Service Tax) that may be levied from time to time according to the Laws & regulations now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by BBJ for any duties/taxes to be imposed on procurement of any materials/obtaining of any services for execution of this contract.

12. **GOODS AND SERVICE TAX (GST):**

- a) The quoted price shall be **inclusive of Goods and Service Tax**. The GST as legally leviable & payable by the bidder under the provisions of applicable law/act shall be paid extra by BBJ as per the successful bidder's bill. **Bidder shall quote their rate after considering the input tax credit on their inputted materials and services.**
- b) In case, transfer of property of goods will involve in connection with immovable property, GST under supply of services will be applicable. The bidder shall get registered with the GST authorities and the registration certificate shall be

submitted along with the bid documents (techno-commercial e-bid). **Bid without GST number shall be cancelled.**

- c) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.
- d) Bidder shall raise their tax invoice in the regular interval as per contract condition and upload their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from Bidder's bill.

13. **NEW LEVIES / TAXES**

In case Government imposes any new levy/tax after awarding of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax applies to this contract.

14. **PRICE VARIATION:**

No price variation of any kind will be allowed in this contract under any circumstances. The price shall remain firm for the entire scope of work during the original and/or extended delivery period.

15. **PERFORMANCE GUARANTEE**

- (a) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee (PG) for an amount equivalent to **3% (three per cent)** of the contract price/value of work order either by Bank Draft or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within **45 (forty-five) days** from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the PG is not submitted within 45 days.
- (b) Provided further that on specific written request from the successful bidder, the said period of 45 (forty-five) days for submission of PG may be extended up to 75 (seventy-five) days from the date of issue of LOA at the sole discretion of the Competent Authority of BBJ. However, a penal interest of 15% (fifteen per cent) per annum shall be charged for the delay beyond 45 (forty-five) days, i.e. from the 46th day after the date of issue of LOA. In case the successful bidder fails to submit the PG even within the extended period, the aforesaid bid of the successful bidder shall be liable for rejection by the BBJ administration and the LOA shall stand withdrawn.
- (c) The P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the successful bidder shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) In case the successful bidder fails to submit the requisite Performance Guarantee (PG) within the stipulated period of 45 days or an extended period up to 75 days, as the case may be, from the date of issue of LOA, and his bid is consequentially cancelled and the LOA is withdrawn the defaulting successful bidder shall be debarred from participating in Re-Tender for that work and his EMD shall be forfeited.
- (e) The formal Work Order shall be issued/ contract agreement shall be executed within a reasonable time only after receipt of PG from the successful bidder. Till such time the work order is issued/ contract agreement is executed the successful

bidder shall execute the work on the strength of LOA but no payment shall be made to the successful bidder without work order/ contract agreement. In the event, the bid is cancelled and LOA is withdrawn due to non-submission of PG, the successful bidder shall have no claim for the executed work if any as aforesaid.

- (f) The value of PG originally submitted by the successful bidder need not be changed for a variation of contract price/ work order value up to 25% (either increase or decrease). In case during the course of execution, the value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 3% (three per cent) for the excess value over the original contract value shall be deposited by the successful bidder.
- (g) The Performance Guarantee (PG) shall be released after the physical completion of the work plus after completion of 60 days thereafter based on the 'Completion Certificate' issued by the competent authority stating that the successful bidder has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after the expiry of the maintenance period/ defect liability period and after passing the final bill based on the 'No Claim Certificate' from the successful bidder.
- (h) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work. If the failed successful bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- (i) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract agreement) in any of the event that occurs:
 - (i) Failure by the successful bidder to extend the validity of the Performance Guarantee as described hereinabove, in which event BBJ may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the successful bidder to pay BBJ any amount due, either as agreed by the successful bidder or determined under any of the Clauses/ Conditions of the Agreement, within 30 days of the service of notice to this effect by BBJ.
 - (iii) In the event of the Contract being rescinded under provisions of any of the clause/conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

16. **SECURITY DEPOSIT:**

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5%** (five per cent) of the Total Contract Value shall be deducted and should be kept valid till completion of the entire contract period plus 12 (twelve) months i.e. up to end of Defect Liability Period. Security Deposit shall be in the following manner;

The Earnest Money deposited by the successful bidder along with the tender will be retained by the BBJ as part of the Security Deposit. The balance amount to make up for the total amount of the Security Deposit may be deposited by the successful bidder in the form of a Demand Draft/ Pay Order or may be recovered by percentage deduction from the contractor's bills.

Recovery of Security Deposit: The Security Deposit/ rate of recovery/ mode of recovery shall be as under:

- (i) Security Deposit for work should be **5% (five per cent)** of the Contract value and shall be recovered from the bill.
- (ii) The rate of recovery should be at the rate of **10% (ten per cent)** of the gross bill amount till the full security deposit is recovered.
- (iii) Security deposits will be recovered only from the bills of the successful bidder and no other mode of collecting SD such as SD in the form of instruments like BG etc., shall be accepted towards security Deposit.

Security Deposit shall be returned to the contractor after completion of the entire Order plus 12 (twelve) months i.e. after the end of Defect Liability Period and subsequent to the following:

- a. After passing the final bill based on the "No Claim Certificate" with the approval of the Competent Authority of BBJ.
- 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 successful bidder and that there is no due from the successful bidder to BBJ against the contract concerned.

17. **MAINTENANCE / DEFECT LIABILITY PERIOD**

- a) On completion of delivery of the H-Beam Sleepers along with all fittings & fixtures, the successful bidder shall be responsible for repairing/ replacement of spare parts/ items covering the defects attributable to the H-Beam Sleeper Manufacturer **for a further period of 12 months from the last date of delivery.**
- b) The successful bidder shall make good and remedy at his expenses within such period as stipulated by BBJ, any defect which may develop or may be noticed **before the expiry of 12 months.**
- c) In case the manufacturer fails to make adequate arrangements to rectify the defects within seven (7) days after receipt of Notice from BBJ, necessary arrangements will be made by BBJ to rectify the defects, without further Notice to the Manufacturer and the cost of such rectification shall be recovered from the amount & other dues laying at BBJ.

18. **SPLITTING OF SCOPE OF SUPPLY**

BBJ reserve the absolute right to split the SCOPE OF SUPPLY in respect of SIZE & QUANTITY among the Techno-commercially qualified bidders as per BBJ's requirement and decision. However, in such case, the ratio will be 60%:40% between L1:L2 bidders, if the L2 bidder matches the rate, terms and conditions of the L1 bidder. If it is divided between three parties, the ratio will be 50%:30%:20% between L1:L2:L3 bidders, if L2 & L3 bidders match the rate, terms and conditions of the L1 bidder.

However, any party will not have any claim towards reduction of such quantity from their scope of supply and such splitting of Scope of Supply will be done at negotiated Lowest accepted rate only. Order quantity and delivery schedule will be reviewed periodically by BBJ and considering the status of production and supply of H-Beam Sleepers, quantities may be revised/ reduce as per BBJ's requirement to suit the project work.

BBJ's decision, in this regard, shall be final and binding on the supplier(s) and no claim will be entertained on this account.

19. **LIQUIDATED DAMAGE:**

- a. The time for the execution of the work shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract.

- b. If the successful bidder fails to complete the works within the time as specified in the contract for the reasons not attributable to the successful bidder, BBJ may, if satisfied, consider further extension of time without imposing L.D. to complete the work.
- c. If the successful bidder fails to complete the works within the time as specified in the contract for the reasons attributable to the successful bidder, BBJ may, if satisfied that the works can be completed within a reasonable short time thereafter, consider further extension of time with imposing L.D.
- d. On such extension, BBJ will recover from the bills of the successful bidder, as agreed damages, a sum equivalent to 0.5% (zero decimal five per cent) of the contract value per week of delay or part of the week of any supplied equipment/services not delivered within stipulated time period or total order value in case where part delivery is of no use to the BBJ, subject to a maximum limit of 5% (Five per cent) for contract value.
- e. For the purpose of this Clause, the contract value of the works shall be taken as the value of work as per contract agreement including any supplementary work order/contract agreement issued.
- f. Provided further, that if BBJ is not satisfied that the works can be completed by the Successful bidder and in the event of failure on the part of the successful bidder to complete the work within the further extension of time allowed as aforesaid, BBJ shall be entitled to encash the successful bidder's Security Deposit and revoke Performance guarantee and also rescind the contract, whether or not actual damage is caused by such default.

20. **INSPECTION, TESTING CHARGE & TEST CERTIFICATES:-**

- a) All materials for the work shall pass tests and/or analysis prescribed by the relevant IS specifications or such other equivalent specifications.
- b) All raw materials shall be obtained from recognized manufacturers or their authorized representatives and the successful bidder shall furnish copies of test certificates from that manufacturer including proof sheets, mill sheets etc. showing that the supplied materials have been tested in accordance with the requirements of various specifications and codal provisions and to the satisfaction of BBJ or N.F. Railway or their authorized representative.
- c) Any approval is given by the BBJ or N.F. Railway or their authorized representative in consequence of such tests or analysis shall in no way limit or interfere with the absolute right of the BBJ to reject the whole or part of such materials supplied, which in the judgment of the inspecting authority/Engineer does not comply with the conditions of the contract. The decision of the Engineer in this regard shall be final, binding and conclusive for all purposes.
- d) All expenses involved for Inspection and/or Testing shall be borne by the H-Beam Sleeper manufacturer.
- e) The H-Beam Sleeper manufacturer has to provide assistance, instruments, machine, labour and any material which are required for examining, measuring and testing of any materials and workmanship as may be selected and required by BBJ and/or N.F. Railway and/or RDSO and/or RITES and/or their Authorized Representative, without any extra cost to BBJ.
- f) All fittings and fixtures except rubber items are to be inspected by BBJ and/or N.F. Railway and/or RITES and/or their Authorized Representative, without any extra cost to BBJ.
- g) All rubber items are to be procured from RDSO approved sources only.
- h) INSPECTION CALL LETTER along with related documents of raw steel materials etc. should be sent by the H-Beam Sleeper Manufacturer minimum 7 (seven) days in advance at BBJ's registered office at 27, R. N. Mukherjee Road, Kolkata - 700 001.

- i) All Test Certificates for raw materials (both physical and chemical) and finished materials are to be provided and submitted by the H-Beam Sleeper Manufacturer at the time of Inspection and along with supply, without any extra cost to BBJ.
- j) Prior to the manufacture of H-Beam Sleepers, QAP & WPSS prepared by the Agency has to be approved by BBJ and/or N.F. Railway.

21. **SUB-LETTING:**

The successful bidder shall not sub-let whole or 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 Engineer-in-Charge of BBJ.

22. **TERMINATION OF CONTRACT:**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful bidder for any ground whatsoever.

The successful bidder may be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/ partnership firm.

The defaulting successful bidder shall not be issued any completion certificate for the contract.

All the statutory obligations including maintaining all other local rules & regulations/ rules of local Govt. bodies should abide & comply by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result in stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within the stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful Bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.) and the decision of BBJ in this respect shall be final.

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful bidder does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the BBJ, then BBJ shall be entitled after giving 48 hours notice in writing to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after the expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

23. **ARBITRATION:**

In case a dispute or difference of any kind whatsoever arises out of or relates to the Contract or ancillary/incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the contract, between the parties to the

Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision/recommendation/ interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

If a party is dissatisfied with the decisions/recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by notice in writing to the Competent Authority of BBJ clearly evince the intention to refer the disputes and differences that have arisen between the parties to Arbitration by the constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated/cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.

It is also agreed by the parties that the Arbitration Proceedings shall be conducted in English language. The venue of Arbitration shall be at Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata only.

24. **FORCE MAJEURE:**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, an act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall by reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist.

In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract.

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

PRE CONTRACT INTEGRITY PACT

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 eNIT/DGM(P-V)/H-BEAM SLEEPER/2153/3134/xx-2019 dated 06.11.2019 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.
- 2.0 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.

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 thorough any other manner without supporting it with full and verifiable facts.

- 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 an 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

- 5.1 While submitting a commercial bid, the BIDDER shall deposit an amount ₹10,00,000/- (Rupees ten lakh 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 Performance 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 up to 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 anyone 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.
 - (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 a 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 up to 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

Name of the Officer: _____
Designation: _____

Witness

1. _____
2. _____

BIDDER

Name of the Officer: _____
Designation: _____

Witness

1. _____
2. _____

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

GENERAL CONDITION OF THE CONTRACT

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1.0	DEFINITION: In the contract, as defined under, 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 CHAIRMAN & MANAGING DIRECTOR, BBJ, 27, R. N MUKHERJEE ROAD, KOLKATA – 700 001.
iii)	"OWNER"/ "CLIENT" / "PRINCIPAL CONTRACTOR" / "S.W. RAILWAY" means S.W. RAILWAY International Limited.
iv)	The "SUB-CONTRACTOR"/ "AGENCY"/ "FABRICATOR"/ "FABRICATION 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 individual, firm or company, as the case may be and permitted assigns of such individual or firm or company. The "SUB-CONTRACTOR"/ "AGENCY"/ "FABRICATOR"/ "FABRICATION AGENCY" to be selected by means of BBJ's Notice Inviting eTender (eNIT) i.e. this e-tender document and acceptance of LOI/Work order thereof and the formal agreement of execution of work between BBJ and Sub-Contractor together with all documents referred to therein including all applicable 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 e-tender, the applicable clause, 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-CONTRACT VALUE" shall mean the cost of works shown in the schedule of quantities / Bill of quantity (BOQ) arrived on the basis of item rate quoted & acceptable to BBJ by the bidder for various items.
viii)	A "DAY" shall mean a day of 24 hours starting from midnight to midnight irrespective of the number of hours worked in the day.
ix)	"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.
x)	"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.
xi)	"SCHEDULE(S)" referred to in these condition shall mean the relevant schedule(s) of work and quantity annexed to the tender document by BBJ or the standard schedule of rates prescribed by BBJ and the amendments thereto issued from time to time.
xii)	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.
xiii)	"TEMPORARY WORKS" shall mean all the temporary works of every kind required for the execution, completion or maintenance of the work.
xiv)	"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.

GENERAL CONDITION OF THE CONTRACT

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xv)	A "WEEK" shall mean seven days without regard to the number of hours worked in any day in that week.
xvi)	"APPROVED" and "DIRECTED" means the approval or direction of the Chairman & Managing Director (CMD), BBJ or the person authorized by him for the particular purpose.
xvii)	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.
viii)	"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.
xix)	"CONSTRUCTIONAL PLANT" shall mean all appliances or items of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as mentioned in the tender document) but does not include materials or other things intended to form or forming part of the permanent work.
xx)	"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.
xxi)	Words importing the singular number shall also include the plural and vice-versa where the context requires.
xxii)	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.
xxiii)	"COST" - The word cost shall be deemed to include all costs related to establishment, labour, material, transport, all taxes & duties and levies etc. applicable to execution the entire job;
2.0	EXPERIENCE CRITERIA: The bidder must have adequate past experience of work of similar nature as defined in Instruction to Bidder, the documentary evidence of which need to be furnished.
3.0	SUBMISSION OF BID: Bids to be submitted online in CPPP's website in a two bid system:
i)	TECHNO-COMMERCIAL BID: Scanned copy of the EMD, Cost of Tender and other document, as stated in Instruction to Bidder section of this eNIT, are to be uploaded in CPPP portal (https://eprocure.gov.in/eprocure) and hard copies of all document including physical instrument (EMD & Cost of Tender in original) are required to put into a sealed envelope super scribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL PART" and addressed to DGM (P-V), The Braithwaite Burn & Jessop Construction Company Limited.
ii)	PRICE BID: Properly filled up Schedule of Rate / BILL OF QUANTITIES (BOQ) is to be uploaded in CPPP website and hard copy of the same put into a separate sealed envelope duly signed with official stamp to be send to BBJ's Office, super scribing "TENDER NOTICE NO." and "PRICE PART" and sent to DGM (P-V), The Braithwaite Burn & Jessop Construction Company Limited. Price bid of only those bidders will be opened whose Techno-Commercial offers are found to be qualified and acceptable to BBJ. All applicable 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.
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 bidders without assigning any reason whatsoever.

5.0	EXECUTION OF WORK:
a)	SUB-CONTRACTOR'S UNDERSTANDING: 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)	COMMENCEMENT OF WORK:
i)	The date of commencement will be considered from 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 earlier. 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 Deposit (EMD), Performance Guarantee and any other dues belongs to them 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)	COMPLIANCE TO ENGINEER-IN-CHARGE'S INSTRUCTIONS: 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)	ALTERATIONS TO BE AUTHORISED: 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.
e)	EXTRA WORKS: 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)	VARIATION IN QUANTITIES:
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, subject to getting approval of the same from the principal client. If there is sufficient cause, 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 BOQ among 2 (two) or more sub-contractors depending on the situation. The sub-contractor 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 BOQ 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 unit rate quoted by the bidder will stand unchanged, in case of variation (+/-) of quantities up to any extent.

v)	The quantities of each item of work furnished in BOQ are approximate and are intended for the guidance of bidder / 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 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 BOQ rates.
	<p>SEPARATE CONTRACTS IN CONNECTION WITH WORKS:</p> <p>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 inspect or report shall constitute an acceptance of the other Sub-Contractor's work. However, for defect/s, which may develop in the other Sub-Contractor's work after the execution of his work, he will be not responsible.</p>
h)	<p>INSTRUCTIONS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE:</p> <p>Any instructions or approval given by the Engineer-in-Charge's representative to the Sub-Contractor in connection with the work shall bind to the Sub-Contractor as though it had been given by the Engineer-In-Charge provided as follows:-</p>
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)	<p>ADHERENCE TO SPECIFICATION AND DRAWINGS:</p> <p>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.</p>
j)	<p>DRAWINGS AND SPECIFICATION OF THE WORKS:</p> <p>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.</p>
k)	<p>OWNERSHIP OF DRAWINGS AND SPECIFICATIONS:</p> <p>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 for 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.</p>

l)	<p>SHEDS, STORE HOUSES AND YARDS: 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 Engineer-In-Charge and/or the authorised representative of the Engineer-In-Charge 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 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.</p>
m)	<p>PROVISION OF EFFICIENT AND COMPETENT STAFF/SUPERVISOR/WORKMEN: The Sub-Contractor shall place and keep on the works at all times efficient and competent staff/supervisor to give necessary directions to his workmen and to see that they execute their work in sound and proper manner. The Sub-Contractor shall employ only such supervisors, workmen and labours, in or about the execution of any of the works are careful and skilled in their various trades and callings. The Sub-Contractor shall at once remove from the works any agent, 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, supervisor 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>WORKMANSHIP AND TESTING: 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 receive time to time 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>REMOVAL OF IMPROPER WORK AND MATERIALS: 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 of any materials which in his opinion are not in accordance with the specifications or drawing.
ii)	the use of proper and suitable substitute materials in place of specified material removed if the same is not easily available or the substitute material is better;
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>FACILITIES FOR INSPECTION:</p> <p>The Sub-Contractor shall afford the Engineer-In-Charge and/or the Engineer-In-Charge's representative and any other authorised representative of Principal clients 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, plants, ladders, pumps, appliances and things of every kind for this purpose and the Engineer and/or 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>EXAMINATION OF WORKS: (BEFORE COVERING UP)</p> <p>The Sub-Contractor shall give seven (7) 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>TEMPORARY WORKS:</p> <p>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 in the client's / Government's land without the written approval of the Competent Authority.</p>
s)	<p>RATES FOR ITEM OF WORKS:</p> <p>The rates entered in the accepted schedule of rates/ Bill of quantity 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, 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 employees during the execution of works.

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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>HANDING OVER OF WORKS:</p> <p>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 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>CLEARANCE OF SITE ON COMPLETION:</p> <p>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 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</p>
v)	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.
w)	<p>QUANTITIES IN SCHEDULE ANNEXED TO SUB-CONTRACT:</p> <p>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 fulfilment 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>
x)	<p>MEASUREMENT OF WORKS:</p> <p>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>

y)	<p>MAINTENANCE OF WORKS:</p> <p>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 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.</p>
z)	<p>CERTIFICATE OF COMPLETION OF WORK:</p> <p>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.</p>
aa)	<p>SUB-CONTRACTOR NOT ABSOLVED BY COMPLETION CERTIFICATE:</p> <p>The certificate of completion with respect of the works referred to above Sub-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 for 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.</p>
6.0	<p>"ON ACCOUNT" PAYMENT:</p> <p>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, the Sub-Contractor 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.</p>
7.0	<p>ROUNDINGS OFF AMOUNTS:</p> <p>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>ON-ACCOUNT PAYMENTS NOT PREJUDICIAL TO FINAL SETTLEMENT: "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>MANNER OF PAYMENT: Unless otherwise specified, payment to the Sub-Contractor will be made by cheque.</p>
10.0	<p>PAYMENT TO BE MADE BY BBJ: The Sub-Contractor shall on submitting a monthly bill be entitled to receive payment proportionate to the part of the work which is 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 unskilful 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>
1.0	<p>FINAL PAYMENT: 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 to any deduction which may be made under agreement and subject to the 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 after the receipt of such account, will give 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 during execution of 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 woks have been satisfied, agreeable and in conformity with the contract.</p>

2.0	<p>TAXES, DUTIES AND OCTROI ETC.</p> <p>The Sub-Contractor agree 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 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 other Sub-Contractor with all applicable Central, State, Municipal or local laws and regulations and requirements of the Central, any 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>
0	<p>DEDUCTION OF INCOME TAX, SALES TAX, EXCISE DUTY AND ANY OTHER TAXES AND DUTIES, OCTROI ETC.:</p> <p>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>
4.0	<p>COMPLIANCE OF LABOUR LAWS:</p> <p>The Sub-Contractor shall comply with the following Labour Laws during the execution of the contract:-</p>
a)	<p>MINIMUM WAGES ACT, 1948:</p> <p>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.</p>
b)	<p>PAYMENT OF WAGES ACT, 1976;</p>
c)	<p>EMPLOYEES SATE INSURANCE (E.S.I.) Act, 1948;</p>
d)	<p>Compliance of BUILDING AND OTHER CONSTRUCTION WORK (BOCW) Act, 1996 in case 50 or more workers are engaged by the Sub-contractor.</p>
e)	<p>CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970</p> <p>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.</p>
f)	<p>WORKMEN'S COMPENSATION ACT, 1923</p>
g)	<p>INDUSTRIAL DISPUTE ACT, 1947 AND AS AMENDED FROM TIME TO TIME.</p>
h)	<p>EMPLOYEES PROVIDENT FUND ACT, 1971</p>
5.0	<p>COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR</p> <p>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 other sub-Sub-Contractors on the works.</p>

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a)	<p>PERTAINING TO LICENCE: A copy of Labour Licence to be displayed by the Sub-Contractor at the Site.</p>
b)	<p>PERTAINING TO NOTICE 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 Contract Labour (Regulation & Abolition) Act; (i) Intimation about the commencement & completion of work; (j) weekly holiday and rest day; (k) Hours of week;</p>
c)	<p>PERTAINING TO REGISTERS: 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>PERTAINING TO RETURNS 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>LABOUR CAMP: 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 crèche (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>WATER SUPPLY: 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>ELECTRICITY: Any electrical supply required at site for whatsoever purpose shall be arranged 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>SANITARY ARRANGEMENTS The Sub-Contractor shall obey all sanitary rules and carry out all sanitary measures that may 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>WELFARE & HEALTH First Aid facilities to be provided as per specification lay down under Rules. Canteen facilities and Rest Room to be provided as per Rules.</p>
21. 0	<p>MEDICAL FACILITIES AT SITE 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 Contract Labour (Regulation & Abolition) Act and Rules.</p>

22.0	<p>OUT BREAK OF INFECTIOUS DISEASE</p> <p>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>PRESERVATION OF PEACE</p> <p>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>USE OF INTOXICANTS AT WORK SITE AND ENCAMPMENTS FOR THE WORK</p> <p>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>NON EMPLOYMENT OF FEMALE LABOUR AT SITE:</p> <p>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>NON-EMPLOYMENT OF LABOURS BELOW THE AGE OF 15</p> <p>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>EMPLOYMENT OF LABOUR FROM SCARCITY AREA</p> <p>If the Government declares a state of scarcity of famine to exist in any village situated within 10 miles of the work, piece worker / Sub-Contractor shall employ upon such parts of the work as 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 (Engg.) whose decision shall be final and binding on the piece worker/Sub-Contractor.</p>
28.0	<p>INSURANCE</p> <p>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>EMPLOYEES STATE INSURANCE ACT</p> <p>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 (as amended time to time by the Government) 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.</p>

	<p>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 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>
<p>b)</p>	<p>WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE Insurance shall be effect 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>
<p>c)</p>	<p>The 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 fault and/or the negligence or wilful acts or omission of the Sub-Contractor, his employees, agents, representative or Sub-Sub-Contractor.</p>
<p>d)</p>	<p>The Sub-Contractor shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to 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.</p>
<p>e)</p>	<p>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 wilful acts or omission of the Contract, agents representatives or Sub-Sub-Contractor.</p>
<p>f)</p>	<p>ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER 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.</p>
<p>g)</p>	<p>ACCIDENT OR INJURY TO WORKMEN 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.</p>

h)	TRANSIT INSURANCE 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 duly signed with official stamp in each pages in each of the above Insurance Policy to the Site-In-Charge/BBJ before commencement of the work.

