

NIT/DGM(P-V)/WR/MUGHALSARAI/LC/2148/3129

Date: 16.07.2016

Regd. Office: 27, Rajendra Nath Mukherjee Road,
P.O. Box No. 264, Kolkata – 700 001 (West Bengal)
Phone No. (033) 2248 5841-44; Fax: (033) 22103961
E-MAIL: bbj@india.com ; info@bbjconst.com
Website: www.bbjconst.com

Tender No.	NIT/DGM(P-V)/WR/MUGHALSARAI/LC/2148/3129	Date	16.07.2016
-------------------	--	-------------	------------

NOTICE INVITING TENDER

Sealed Tenders under two-part bidding system (i.e. Techno-Commercial Bid & Price Bid) are invited from Contractors who are technically & financially capable to execute the job and who will fulfil the Qualifying Requirements (QR) given under are eligible to quote against the above NIT:

01.	NAME OF THE WORK	ENGAGEMENT OF CONTRACTOR(S) FOR REPAIR OF RAILWAY WAGON AT RAILWAY'S WAGON CENTRE, MUGHALSARAI UNDER EAST CENTRAL RAILWAY, HAJIPUR.
02.	QUANTITY	AS PER BOQ (1)
03.	PERIOD OF CONTRACT	12 (TWELVE) MONTHS FROM THE DATE OF ISSUE OF LOI/ ORDER.
04.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS.1,000/- (RUPEES ONE THOUSAND ONLY) BY PAY ORDER/ DEMAND DRAFT/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMITTING TENDER FEE.
05.	EARNEST MONEY DEPOSIT	RS.2,50,000/- (RUPEES TWO LAC FIFTY THOUSAND ONLY) BY PAY ORDER/ DEMAND DRAFT/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMITTING EMD. EXISTING CONTRACTORS WORKING WITH BBJ MAY ADJUST THE EMD FROM THEIR PENDING BILLS.
06.	ISSUE OF TENDER DOCUMENT	BETWEEN 18.07.2016 AND 01.08.2016 DURING OFFICE HOURS AT BBJ'S REGISTERED OFFICE. THE TENDER DOCUMENT MAY ALSO BE DOWNLOADED FROM THE WEBSITES www.bbjconst.com or www.eprocure.gov.in (CPP PORTAL). "CORRIGENDUM", IF ANY. WILL APPEAR ONLY IN THE BBJ WEBSITE AND WILL NOT BE PUBLISHED IN ANY NEWSPAPER.
07.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 15:00 HRS. ON 02.08.2016 AT BBJ'S REGISTERED OFFICE
08.	OPENING OF TENDER (TECHNO COMMERCIAL PART)	ON 02.08.2016 AT BBJ'S REGISTERED OFFICE AT 16:00 HRS.

(A.Neogi)
DGM(P-V)

INDEX

SL. NO.	DESCRIPTION	MARKING	REMARKS
1	NOTICE INVITING TENDER	-	01 PAGE
2	INSTRUCTION TO BIDDERS	IB-1 TO IB-6	06PAGES
3	SCOPE OF WORK	SOW-1 TO SOW-8	13 PAGES
5	SPECIAL CONDITIONS OF CONTRACT	SCC-1 TO SCC-13	13 PAGES
6	PRE CONTRACT INTEGRITY PACT	PCIP-1 TO PICP-7	07 PAGES
7	CERTIFICATE REGARDING COMPLIANCE OF LABOUR LAWS	ANNEXURE-I	01 PAGE
8	CHECK LIST	ANNEXURE-II	02 PAGES
9	BILL OF QUANTITIES	BOQ- 1	02 PAGES
10	GENERAL CONDITIONS OF CONTRACT	GCC-1 TO GCC-21	21 PAGES

INSTRUCTION TO BIDDERS

1.0 SUBMISSION OF TENDER

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

2.0 LANGUAGE

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

3.0 ELIGIBILITY CRITERIA

3.1 Technical Criteria:

Vendors should have experience of having successfully completed similar works (defined below) during last seven financial years ending on 31st March, 2016 fulfilling any of the following criteria;

- (a) Three similar works each costing not less than **Rs.152.00 lac** each OR executed three similar works of Fabrication involving welding not less than **1000 MT** of Fabrication against each such job.
OR
- (b) Two similar works each costing not less than **Rs.190.00 lac** each OR executed three similar works of Fabrication involving welding not less than **1250 MT** of Fabrication against each such job.
OR
- (c) One similar work each costing not less than **Rs.304.00 lac** each OR executed three similar works of Fabrication involving welding not less than **2000 MT** of Fabrication against each such job.

The term similar works shall mean works of following nature:

Experience in structural steel fabrication involving welding preferably in Railway Wagon repair.

Besides, following additional conditions are applicable:

- Time period [i.e. start date & end date] for execution of each qualifying work [against Clause no. 3.1 (a/b/c)] must be indicated by the bidder. Documentary evidence in support of the same shall be submitted.

INSTRUCTION TO BIDDERS

- The bidder should submit supporting document with respect to the jobs carried out as a proof of experience duly inspected by renowned inspection agencies like RDSO, RITES, Zonal Railways, PSUs, Govt. Deptt.
- The job may be carried out either in registered wagon builder's premises or any other premises duly inspected by RDSO/ RITES/ Railways own inspection as a sub-contractor, the bidder shall submit relevant traceable documents in support of such experience/ claim. However, manufacturers of different wagon components which generally bought out items shall not be considered as similar works.

3.2 Financial Criteria:

Vendors should have average annual turnover of **Rs.114.00 lac** during last 3 (three) financial year ending 31st March, 2016. Bidder must have earned net profit in any of the last 3 (three) financial years ending 31st March, 2016 and should have positive net worth as on 31st March, 2016.

Audited Balance Sheet and Profit & Loss accounts for last 3 (three) financial year ending 31st March, 2016 need to be submitted in support of above requirement.

- 3.3 Earnest Money Deposit (EMD): Deposit of Earnest Money amounting to **Rs.2,50,000/-** (Rupees twenty-five lac only) may be made in the form of Pay Order/ Demand Draft drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the tenderer withdraws their offer within validity period of their offer or fails to undertake the contract after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected.

EMD will be converted to Security Deposit and will be kept till completion of Defect Liability Period for the successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

- 3.4 Any firm who is financially qualified but does not qualify technically may enter into a TECHNICAL TIE-UP/ MOU with another firm having technical expertise and past experience of doing similar work through an agreement. The partners of the said MOU to be jointly or individually responsible for fulfilment of the contractual obligation.

4.0 DISTRIBUTION OF ORDER

The order shall be distributed in the following manner;

- L1/L2/L3/L4 Bidder – Each bidder shall get **25% (twenty-five percent)** of the job quantity as mentioned in "BOQ-1".

INSTRUCTION TO BIDDERS

In such scenario L2/L3/L4 bidder shall have to accept the price quoted & accepted by L1 bidder. In case L2/L3/L4 bidder does not accept the L1 price, the offer shall be passed on to the next bidder who will accept the L1 price.

5.0 SUBMISSION OF BID

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

5.3 TECHNO-COMMERCIAL PART:

The Techno-Commercial bid should contain the following:

- 5.3.1 List of work completed in the last seven financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work, date of actual start, actual completion and final value of contract should also be given.
- 5.3.2 List of works on hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award.
- 5.3.3 In case of items (5.3.1) & (5.3.2) above, supportive documents/ experience certificates pertaining to job/ similar nature of job from the organizations with whom they worked/ are working should be enclosed.

Note: Certificates from private individuals for whom such works are executed/ being executed shall not be accepted. Certificates only from Indian Railways, Central/ State Government/ Union Territories Organizations/ PSUs/ Corporations shall be accepted.

INSTRUCTION TO BIDDERS

- 5.3.4 List of Plant & Machinery available on hand (Own) and proposed to be inducted (Own & hired to be given separately) for the subject work.
- 5.3.5 Details showing that he has an established proper supervisory control organization to ensure that there is adequate control at all stages of execution of the contract.
- 5.3.6 Signed copy of PAN and VAT registration certificates should be furnished along with the Techno-commercial bid.
- 5.3.7 License regarding engagement of workers in the contract works from Labour Department or to submit undertaking.
- 5.3.8 Signed copy of P.F. & ESI Registration Certificate.
- 5.3.9 Company's audited Balance Sheet for last 3 (three) years.
- 5.3.10 Earnest Money Deposit (EMD) of Rs.2,50,000/- (Rupees two lac fifty thousand only) in the form of Demand Draft/ Pay Order from Nationalised Bank at Kolkata, drawn in favour of "The Braithwaite Burn and Jessop Construction Co. Ltd." and payable at Kolkata. For the case of successful bidder, this EMD will be converted to Security Deposit till completion of Defect Liability Period.
- 5.3.11 The above documents are to be put in a sealed envelope superscribing "TENDER NOTICE NO. AND TECHNO-COMMERCIAL PART" to be submitted to BBJ.

5.4 PRICE PART

The tender documents issued by the bidders duly signed and sealed in each page along with properly filled up BILL OF QUANTITY to be put in a sealed envelope superscribing "TENDER NOTICE NO." and "PRICE PART".

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

6.0 EXEMPTION FOR MICRO & SMALL ENTERPRISES:

- i) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given following benefits:
- a) Issue of Tender set free of cost
 - b) Exemption from payment of Earnest Money Deposit
- ii) Firms registered with NSIC under its "Single Point Registration Scheme".

(Exemption will apply only to items/ services indicated under description of work/ supplies/ services & value up to which the firms are registered with NSIC).

INSTRUCTION TO BIDDERS

To obtain above benefits, firms should necessarily submit signed copy of valid Registration Certificate issued by NSIC. Firms who are in the process of obtaining NSIC Registration will not be considered for the benefits.

- 7.0** All costs and expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the Tenderer and BBJ shall bear no liability whatsoever on such cost expenses.
- 8.0** **Conditional tenders may be rejected and no additional clause will be entertained.**
- 9.0** 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.

10.0 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.

- 11.0** All duties, taxes, fees and other levies payable by the sub-contractor under the contract or any other cause shall be included in the quoted prices. However, all the applicable tax component(s) should be clearly mentioned by the sub-contractor in the quotation (both techno-commercial & price bid).

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 ORDER OF PRIORITY OF CONTRACT 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:

- 1) Work order
- 2) Letter of Acceptance of Tender
- 3) Notice Inviting Tender
- 4) Instructions to the Bidders (IB)
- 5) Scope of Work (SOW)
- 6) Special Conditions of the Contract(SCC)
- 7) Technical Specifications (TS)
- 8) General Conditions of Contract

INSTRUCTION TO BIDDERS

- 9) Relevant codes and Standards
- 10) Drawings
- 11) Bill of Quantities

14.0 IMPORTANT NOTES;

BBJ reserves the right to:

- 14.1 Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- 14.2 Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- 14.3 Postpone or extend the above mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
- 14.4 May ask for further qualification during techno commercial scrutiny of bids received.
- 14.5 BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- 14.6 BBJ shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- 14.7 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.
- 14.8 If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.

SCOPE OF WORKS

1.0 NAME OF WORK:

Engagement of contractor(s) for repair of Railway Wagon at Railway's Wagon Care Centre, Mughalsarai under East Central Railway, Hajipur.

The scope described hereunder is only indicative in nature and shall be deemed to be inclusive of all items to be executed for successful completion of the work as per Specifications and Drawings.

NOTE:

- a) The RDSO drawing series as mentioned in this tender document may be changed by East Central Railway, Hajipur. In that case the fabrication agency shall be bound to carry out the fabrication work as per the said changed RDSO drawing series without any other claim to BBJ on account of such changes.
- b) Target dates indicated above may be modified by BBJ as per requirement of East Central Railway, Hajipur and no claim will be entertained on this account.

2.0 PLACE OF WORK

The works shall be carried out at designated site location at Railway's Wagon Care Centre, Mughalsarai under East Central Railway, Hajipur.

3.0 MANPOWER:

The Agency should deploy sufficient number of man power for repairing at least 10 wagons or more per day.

4.0 SCOPE OF WORK:

- a. Supply of all labours required for receiving, carrying, returning all items from/to BBJ store/ designated places, for carrying out all the works required for preparing of Railway Wagons like cutting, welding, fabricating, fixing etc.
- b. Preparation and maintenance of all records.
- c. Arranging inspections, obtaining IC from the Railway.

5.0 RESOURCES TO BE DEPLOYED/ARRANGED BY CONTRACTOR:

- a. All tools, plants, machineries, small handling equipment required for the work.
- b. Welding machines with accessories, Bolts, Gas Cutting machines including Pug Cutter, Grinder.
- c. Safety gears for workers.

SCOPE OF WORKS

6.0 FACILITIES TO BE PROVIDED BY BBJ:

- (i) Crane for lifting of heavy items will be supplied by BBJ.
- (ii) Consumables like cutting gasses, welding electrodes/ wires/ CO2/ O2/ LPG, different components of Railway Wagons, paint and steel required for the work will be supplied by BBJ. However, the said items are subject to reconciliation.
- (iii) Power will be provided free of cost by BBJ up to one tapping point and further distribution to be done by the party.
- (iv) Compressed Air will be supplied free of cost.

7.0 GENERAL WORK PROCEDURE:

Repair will be done as per pre-inspection sheet jointly prepared by authorized representative of Sr.DME/MGS and representative of the contractor. This will include identification of damages to Side panel, End panel, Floor, Door, Door mediator etc.

A. Work of repair shall broadly include:

- (i) Gas cutting and removal of the damaged parts.
- (ii) Surface preparation, including straightening for proper fitment and removal of rust by wire brushing of the surface on which welding is to be done.
- (iii) Cutting of MS sheets to pre-determined sizes.
- (iv) Fixing the patch by means of tack welding followed by continuous welding (either lap or butt as the case may be) of the patch by MMAW (Manual Metal Arc Welding). The weld should be free from visible defects, such as discontinuities, cracks, undercut etc.
- (v) Chipping of slag after welding and cleaning with wire brush.
- (vi) Painting of the repaired area with coat of red-oxide primer.
- (vii) Marking on repaired patches as per "Marking diagram" RDSO Drawing No. WD- 80007-S/21.
- (viii) Riveting operation, as required.
- (ix) Collection of scrap generated in work place and stacking the same at nominated place.
- (x) Any other miscellaneous welding works as required to make wagon loadable.
- (xi) In general, instructions for fabrication/ repair contained in RDSO Specification No. G-72 Rev.-3 should be followed.
- (xii) Specification of electrode should conform to IRSM 28/12 IS 814 2004 IS/AWS Code 4112
- (xiii) Supply items as detailed in schedule below will have to be got inspected by inspecting authority.
- (xiv) Quantity supplied for each items should match with progress of work and actual consumption. So that overstocking as well as issue of security of material is minimised. No payment shall be made against supply of any items.
- (xv) The Panel patching and other repairs will be carried out as per instruction of authorized representative of Sr.DME(C&W)/MGS.

SCOPE OF WORKS

B. Welding Procedure:

- (i) In general, instructions for welding, edge preparation, procedure of welding etc. contained in RDSO Specification No. G-72 Rev.-3 should be followed.
- (ii) Earthing of wagons trolley should be ensured before starting welding work. Method of earthing is as under:
If any welding work is done after assembly of wagons proper earthing shall be ensured so that electric current does not pass through the bearings. The earthing should be done very close to welding area and the earthing wire should be tightly secured at both ends. Alternatively, the earthing can be done with an earthing wire/strip running parallel to the track instead of earthing with rails. If wagons are not properly earthed the current passing through the bearings will cause arcing in between the rollers and the race ways leading to failure. All the earthing ports may be properly grounded through periodically calibrated earth pits. Earthing wires and conductors shall be arranged by contractor itself.
- (iii) Details of the edge preparation for welding shall be in accordance with IS:9595-1980 "Recommendations for Metal Arc Welding of Carbon Manganese Steels".
- (iv) Only those electrodes and wire-flux combinations which have been approved by RDSO shall be used for welding.
- (v) All welds shall be homogenous and show physical properties similar to those of parent metal. Finished welds shall be perfectly free from all defects such as porosity, burnt metal, inclusions etc. and shall present as smooth appearance.
- (vi) Welded joints defect specially due to the use of equipment and /or filler material shall not be accepted. After welding the welded parts or assemblies should correspond to the dimensions required as per mentioned in drawings.

8.0 DETAILED WORK PROCEDURE (ITEM WISE):

(A) Repair of corroded, broken & cracked wall portion of wagons by replacement with new 5mm thick patches.

- (i) Removing the damaged side wall/ End wall/ribs and preparing the work area for fixing the new Patch of suitable size.
- (ii) Cutting and fixing the new side wall/ End wall/ribs patch on the wagon by tack welding.
- (iii) Continuous lap welding of the side wall/ End wall/ribs patch on both side.
- (iv) Painting and Marking as per "Marking diagram" of the repaired area with single coat of red-oxide primer.
- (v) Component arrangement should confirm to RDSO Drawing No. WD 80007-S-05 & 06 And BOXN/Sketch./MGS/02
- (vi) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work.
- (vii) Collection and disposal of scrap at nominated place.

SOW-4

SCOPE OF WORKS

- (B) Repair of corroded, broken & cracked floor portion and covering plate of top coping of wagons by replacement with new 6mm thick patches**
- (i) Removing the damaged floor panel/covering plate for top coping and preparing the work area for fixing the new Patch of suitable size.
 - (ii) Cutting and fixing the new floor panel/covering plate patches on the wagon by tack welding.
 - (ii) Continuous lap welding of the floor/covering plate for top coping on the top.
 - (iv) Painting and Marking as per "Marking diagram" of the repaired area with single coat of red-oxide primer.
 - (v) Component arrangement should confirm to RDSO Drawing No. WD 80007-S-04 & 05 And BOXN/Sketch./MGS/01
 - (vi) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work
 - (vii) Collection and disposal of scrap at nominated place.
- (C) Repair of corroded, broken & cracked Channel of ISMC-100 at floor stinger, side middle coping, Top Coping and doorway stiffener:**
- (i) Cutting the channel ISMC-100 of required length.
 - (ii) Fixing the ISMC – 100 as required as per Drg. No: WD-80007-S-05 & WDS0007-S-04
 - (iii) Complete welding of the coupling bar (ISMC – 100)
 - (iii) Attending any other unforeseen and exigency repairs.
 - (iv) Welding of covering plate along with replaced top coping as per Drg. No: WD-80007-S-05
 - (v) Attending Painting and stencilling on the repaired portions.
 - (vi) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work
 - (vii) Collection and disposal of scrap at nominated place.
- (D) Repair of corroded, broken & cracked crib angles (ISA 50X50X6) of wagon body**
- (i) Cutting the angles of required length.
 - (ii) Fixing the angles as required as per Drg. No: WD-80007-S-14 & WD-S0007-S-04
 - (iii) Attending any other unforeseen and exigency repairs.
 - (iv) Attending Painting and stencilling on the repaired portions.
 - (v) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work
 - (vi) Collection and disposal of scrap at nominated place.
- (E) Supply and Replacement of Corner stanchion for BOXN Wagon:**
- (i) Supply and fixing the new Corner Angle with the end panel by riveting.
 - (ii) Complete welding of the corner angle with the end panel & side panel on the wagon both from inside & outside.
 - (iii) Providing stiffener, bend plate and corner connecting bend plate on the top corner as per drawing No. WD-80007-S-05
 - (iv) Attending any other unforeseen and exigency repairs.

SOW-5

SCOPE OF WORKS

- (v) Attending Painting and stencilling on the repaired portion as per RDSO Drawing No: WD-80007-S-21
- (vi) Attending to riveting as required.
- (vii) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work
- (viii) Collection and disposal of scrap at nominated place.
- (ix) Supply items will have to be got inspected by inspecting authority

(F) Replacement of Broken Side Stanchion for BOXN Wagons:

- (i) Removing the broken Side Stanchion and preparing the work area for fixing the new one.
- (ii) Supply and fixing the new Side Stanchion on the wagon as per Drawing No: WD- 80007-S-17
- (iii) Attending any other unforeseen and exigency repairs.
- (iv) Attending Painting on the repaired portion
- (v) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work
- (vi) Collection and disposal of scrap at nominated place
- (vii) Supply items will have to be got inspected by inspecting authority.

(G) Renewal of Top Corner:

- (i) Removing the top corner and preparing the work area for fixing the new one.
- (ii) Supply and fixing the new Top corner components like corner bend plate, top corner stiffener and corner connecting plate as per drawing no. WD-80007-S-04 on the wagon.
- (iii) Attending any other unforeseen and exigency repairs.
- (iv) Attending Painting on the repaired portion.
- (v) Supply of consumables like electrode, cutting gases, electricity etc. for carrying out the repair work.
- (vi) Collection and disposal of scrap at nominated place.
- (viii) Supply items will have to be got inspected by inspecting authority.

(H) Renewal of Door Mediator:

- (i) Removing the Door pressing and side body sheet as required as indicated in sketch BOXN/Sketch./MGS/05.
- (ii) Preparing the work area for fixing the new one.
- (iii) Supply and fixing the new Door pressing on the wagon by welding.
- (iv) Supply and fixing of new door locking bracket and door cotter.
- (v) Supply and fixing of side body sheet (indicated as 'B3' in sketch).
- (vi) Painting of the repaired area with one coat of red-oxide primer, as required.
- (vii) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work.
- (viii) Collection and disposal of scrap at nominated place.
- (ix) Supply items will have to be got inspected by inspecting authority.

SCOPE OF WORKS

(I) Procedure for Renewal of Wagon Door:

- (i) Removing the broken/defective Door and preparing the work area for fixing the new one.
- (ii) Supply and fixing of painted, new door on the wagon as per Drawing No: WD- 90007-S-1. And BOXN/Sketch./MGS/04.
- (iii) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work.
- (iv) Collection and disposal of scrap at nominated place.
- (v) Supply items will have to be got inspected by inspecting authority.

(J) Renewal of Wagon Door Hinge foot:

- (i) Removing the broken Door Hinge Foot and preparing the work area for fixing the new one.
- (ii) Fixing the new Door Hinge Foot on the wagon as per Drawing No: WD-90007-S-1.
- (iii) Attending any other unforeseen and exigency repairs.
- (iv) Attending Painting on the repaired portion.
- (v) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work.
- (vi) Collection and disposal of scrap at nominated place.
- (vii) Supply items will have to be got inspected by inspecting authority.

(K) Repair of cross bar:

- (i) Supply and welding of reinforcement plate.
- (ii) Broken Cross Bar is to be repaired by welding reinforcement plate, thickness of 6 mm of size 40x20 mm 02 in no. one on each side.
- (iii) If required reinforcement plate may be bend in L-shape such that one leg is welded to cross bar and other to sole bar.
- (iv) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work.
- (v) Painting of repaired portion
- (vi) Collection and disposal of scrap at nominated place.
- (vii) Supply items will have to be got inspected by inspecting authority.

(L) Renewal of Ladder:

- (i) Removing the broken Hand Hold, Ladder Pipe and Foot step and preparing the work area for fixing the new one.
- (ii) Supply and fixing the new one on the wagon as per Drg. No: WD-80007-S-06.
- (iii) Attending any other unforeseen and exigency repairs.
- (iv) Attending Painting and stencilling on the repaired portion.
- (v) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work.
- (vi) Collection and disposal of scrap at nominated place.
- (vii) Supply items will have to be got inspected by inspecting authority.

SCOPE OF WORKS

(M) Renewal of Pershad Label Holder:

- (i) Removing the Rivets, label board and preparing the work area for fixing the new one.
- (ii) Supply and fixing the new label holder and rivets by riveting operation on the wagon as per drawing no WD-80007-S-05.
- (iii) Attending any other unforeseen and exigency repairs.
- (iv) Attending Painting and stencilling on the repaired portion.
- (v) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work.
- (vi) Collection and disposal of scrap at nominated place.
- (vii) Supply items will have to be got inspected by inspecting authority.

(N) Repair of Body Bulged out (Side or End Panel) by Chain Pulling:

- (i) Pulling the bulge causing side pillars/end pillars by chain & fixture.
- (ii) Complete welding of the body pillars/ end pillars with floor by providing stiffener (from outside & inside).
- (iii) Welding of any open welding joint/panel throughout bulged body to maintain its shape from both inside & outside.
- (iv) Attending any other unforeseen and exigency repairs.
- (v) Attending Painting on the repairs attended as per RDSO Drg.No: WD-80007-S-21
- (vi) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work.
- (vii) Collection and disposal of scrap at nominated place.

(O) Fitment of door locking component.

(a) Bracket and Pin:

- (i) Removal of bend distorted bracket and pin.
- (ii) Preparing surface for fixing of new one.
- (iii) Supply and fixing of new Bracket and pin as per drawing no. WD-90007-S-1.
- (iv) Attending painting of repaired area.
- (v) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work.
- (vi) Collection and disposal of scrap at nominated place.
- (vii) Supply items will have to be got inspected by inspecting authority mentioned in Para-6.

(b) Gravity Cotter with Rivets:

- (i) Removal of bend, distorted gravity cotter.
- (ii) Preparing surface for fixing of new one.
- (iii) Supply and fixing of new Gravity cotter and rivet as per drawing no. WD- 90007-S-1.
- (iv) Attending painting of repaired area.
- (v) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work.
- (vi) Collection and disposal of scrap at nominated place.
- (vii) Supply items will have to be got inspected by inspecting authority

SCOPE OF WORKS

(P) Door Check Spring:

- (i) Removal of bend, distorted Door Spring.
- (ii) Preparing surface for fixing of new one.
- (iii) Supply and fixing of new Door Check Spring and rivet as per drawing no. WD-90007-S-1.
- (iv) Attending painting of repaired area.
- (v) Supply of consumables like electrode, cutting gas, electricity etc. for carrying out the repair work.
- (vi) Collection and disposal of scrap at nominated place.
- (vii) Supply items will have to be got inspected by inspecting authority.

(Q) Supply of paints as per ISC 446 to RDSO specification M&P/PCN/122/2006

Under this schedule contractor will have to supply paint as per ISC 446 to RDSO specification M&P/PCN/122/2006 for attending painting requirement of repaired items. Payment shall be made as per actual consumption.

(R) Miscellaneous welding

It will involve all other welding as required and not covered in any of the above schedules.

(S) Supply of steel item for miscellaneous items not covered in above schedule:

- (i) Supply will include various shapes of sheets, angles and channels to meet requirement of wagons.
- (ii) Supply items will have to be got inspected by inspecting authority.

SPECIAL CONDITION OF THE CONTRACT

1.0 WORKMANSHIP:

The workmanship for the fabrication operations, Testing, Material shifting etc. shall be closely monitored by The Agency's supervisory staff as per the specification and as directed by Engineer/ Engineer in-charge of BBJ/ RAILWAY and/or RITES and/or any other authorised agency of RAILWAY. Any work done by the Agency, which is found unsatisfactory, should be rectified/ redone as per the instructions, immediately after notifying to the Agency. If the Agency fails to do so and the same is done by RAILWAY and RAILWAY deducts the cost pertaining to the same from BBJ, then BBJ will also recover the same amount from any due payment of the Agency.

Any rejection on grounds of quality shall be re-done at the Agency's cost.

2.0 TESTING OF WELDING

Type of testing & frequency of testing will be as per the latest version of approved QAP/technical specification and the Agency will bear all the cost towards testing. The testing & inspection percentage (for example RT/UT percentage) can vary to any extent. BBJ/ RAILWAY decision will be final and binding to all the parties. In case, welding fails to meet the accepting criteria of the testing, the Agency will do the rework on his cost and risk.

3.0 QUANTITY OF WORK TO EXECUTE

Total quantity of work to be executed shall be distributed evenly among 4 (four) qualified bidders matching L1 rates. However, a single vendor shall have to execute the quantity as per BOQ-1. Total quantity of work (as per "BOQ-1") can vary to any extent but the rate finalized will not change up to the completion of the project.

4.0 COMMENCEMENT OF WORKS:

The repair work should be started at nominated location(s) as soon as possible but not later than 15 (fifteen) days from the date of issue of Letter of Intent (LOI)/Order failing which, the contract will be terminated and EMD/SD forfeited. This period can be extended on merit on application by contractor.

5.0 PERIOD OF CONTRACT

Time is the essence of this contract. Period of Contract shall be for **12 (twelve) months** and the date of commencement will be considered the date of issue of letter of intent (LOI) or work order whichever is earlier.

NOTE:

- a) The RDSO drawing series may be changed by East Central Railway, Hajipur. In that case the fabrication agency shall be bound to carry out the

SPECIAL CONDITION OF THE CONTRACT

fabrication work as per the said changed RDSO series without any other claim to BBJ on account of such changes.

- b) Target dates indicated above may be modified by BBJ as per requirement of East Central Railway, Hajipur and no claim will be entertained on this account.

If the overall completion schedule needs to be extended due to any reason which is solely beyond the control of the agency and causing hindrance to work progress the said extension of completion schedule shall be granted without L.D. subject to the receipt of extension of completion schedule by BBJ and/or from RAILWAY without L.D.

6.0 UNIT PRICE

Unit rate of the work will be per items mentioned in BOQ.

Price shall be inclusive of mobilization, demobilization, manpower, consumables cost, all cost of infrastructure, plant & equipment, all charges towards labour and supervisory charges, transportation, tools and tackles, consumables, POL, enabling & protection works, scaffolding, testing and all applicable taxes, insurance, statutory, incidental charges, supervision, overheads, profit, obtaining permissions from local bodies and any other charges that may be necessary to be incurred for successful completion of your scope of work of fabrication on time.

7.0 VALIDITY

The Rates for fabrication will be valid and remain firm for the entire duration of the work order. No revision / alterations of unit rates shall be entertained.

8.0 TAXES & DUTIES

- i) The price is inclusive of all taxes and duties (including Service Tax) and incidental charges and all other local taxes, duties including WCT etc. No escalation or any variation in the prices is payable to the agency on account of any increase or modification in the tax structure or introduction/modification of existing levy structure. Income Tax & WCT at prevailing rate shall be deducted from the Agency's bills. BBJ will issue necessary TDS certificate for such deductions.
- ii) If any Entry Tax is leviable, the same should be paid by The Agency on behalf of the purchaser for which no reimbursement will be made by Railway.
- iii) Bidders are required to clearly mention all the applicable tax in their quotation.

SPECIAL CONDITION OF THE CONTRACT

9.0 SUBMISSION OF BILLS AND TERMS OF PAYMENTS

Payment will be made progressively on receipt of bills after completion of works duly certified by Engineer In-Charge of BBJ/Railway in the following manner;

- i) A Tax Invoice shall be submitted by the Agency twice in a month for the work completed during previous two weeks on or before the date fixed by BBJ. Payment will be released stage wise based on the fortnightly certified bill basis and after receipt of corresponding payment from RAILWAY by BBJ.
 - a. 95% (ninety-five percent) of the accepted bill value will be released after receipt of corresponding payment from Principal Client/Railway.
 - b. Balance 5% (five percent) of the accepted bill value will be released after submission and approval of reconciliation statement of raw steel and return of surplus steel and scraps to BBJ's designated place. However, the agency must submit part reconciliation statement after completion of the 50% (fifty percent) of the scope of work.
- ii) The Agency has to submit pre-receipted bill in triplicate along with necessary Inspection certificates to BBJ.
- iii) The amount payable to The Agency against the final bill shall be released only on submission of the following document;
 - No Claim Undertaking confirming that the "The Agency" has no claims of any nature against the work order and/ or the work done against the work order.
 - Unconditional acceptance of the final bill and measurements entered therein.
 - Unconditional Undertaking that The Agency' has complied in full with the Legal / Statutory obligations with regard to the labour engaged by him on the job including payment of terminal benefits, if any, and that he indemnifies BBJ of any obligation / liability that may arise owing to any representation of any workmen employed by him.
 - A Clearance Certificate from BBJ confirming no short-fall of any material issued to him for the purpose of the work.

10.0 FREE ISSUE AND RECONCILIATION OF RAW STEEL

Consumables like cutting gasses, welding electrodes/wires/CO2/O2/LPG, different components of Railway Wagons, paint and Raw Steel required for the work will be supplied by BBJ. However, the said items are subject to reconciliation.

Raw steel will be supplied by BBJ at designated site located at Mughalsarai and the work to be carried out by the Agency at the same place. Safe keeping of raw steel materials will be fabricator's responsibility.

SPECIAL CONDITION OF THE CONTRACT

Mode of Reconciliation of Raw Steel:

- a) **Wastage:** 5% (five percent) of material list weight shall be allowed as wastage of steel in the process of fabrication work.
- b) **Reconciliation:** The fabricator shall prepare reconciliation statement as per the following table and got the same approved by BBJ.

Sl. no.	Raw steel received from BBJ	Steel consumed in fabrication work = Material List weight + 5% of Material List weight as irrecoverable wastage	Quantity of steel to be returned by fabricator to BBJ
(a)	(b)	(c)	(d) = (b) – (c)

Mode of Reconciliation of Consumables Etc.:

Sl. No.	Item Description	Qty. issued by BBJ	Qty. consumed by Contractor	Balance, if any, returned by contractor	Remarks

Reconciliation of steel shall be done on completion of 50% of fabrication and subsequently on completion of entire scope of work. Reconciliation of steel shall deemed to be completed only after receipt of surplus steel as indicated in column (d) above to BBJ's designated place.

The agency shall be liable to return all surplus steel beyond the said quantity to BBJ in the form of scrap and off-cut and full length steel within 3 (three) months from the date of completion of the work. If the agency fails to return the aforesaid surplus steel, BBJ shall recover the cost of surplus steel based on prevailing market price on or about the date of completion plus cost of transportation of steel from agency's work shop to BBJ's premises in Kolkata/ other place plus clerkage charge @ 5% of total value of steel/consumables and transportation cost thereof.

Bidder should visit site as assigned by Railway before quoting the rate for assessment of accessibility for carrying out the aforementioned scope of work.

11.0 PERFORMANCE GUARANTEE

As security for proper and faithful fulfilment of the obligation under the order, the contractor shall furnish to us Performance Guarantee equivalent to 5% (five percent) of the total Contract Value of the Order by Bank Draft or in the form of a Bank Guarantee of equivalent amount from a Nationalized Bank (as per format to

SPECIAL CONDITION OF THE CONTRACT

be provided by BBJ) within 15 (fifteen) days from the date of issuance of LOI/ order in favour of "The Braithwaite Burn And Jessop Construction Company Limited". The Performance Guarantee should be kept valid for further **6 (six) months** from the date of completion of entire work vis-à-vis on acceptance of last consignment by BBJ/ Railway i.e. up to end of Defect Liability Period.

12.0 SECURITY DEPOSIT:

As security for proper and faithful fulfilment of the obligation under the order, Security Deposit shall be **Rs.2,50,000/- (Rupees two lac fifty thousand only)** and should be kept valid for further **6 (six) months** from the date of completion of entire work vis-à-vis on acceptance of last consignment by BBJ/ Railway i.e. up to end of Defect Liability Period. Security Deposit shall be in the following manner;

- a) The Earnest Money deposited by the contractor along with the tender will be retained by the BBJ as Security Deposit.

Security Deposit & Performance Guarantee shall be returned to the contractor after completion of entire Order plus 06 (six) months i.e. after the end of Defect Liability Period and subsequent to the following:

- a. After passing the final bill based on "No Claim Certificate" with the approval of the Competent Authority.
- b. Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned contractor. This certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to BBJ against the contract concerned.

13.0 WORKING HOURS

- 1) The Agency has to work for 24 hrs., 7 days a week in open in all-weather condition to achieve the target. In case of any change in the timings, permission shall be taken from Sr.DME/C&W/MGS.
- 2) Adequate staff, supervisor, operator shall be provided by The Agency at his own cost. The Agency will take care of all local issues and environment for the work shop. The staff deployed should be capable of attending all the body repairs, so as to make the wagon fit within 48 hrs.

14.0 WATCH & WARD

The contractor is responsible for watch and ward of the materials. The price quoted by The Agency are inclusive the watch and ward expenses and no extra claim will be entertained for deployment of watch and ward or loss, damage of machinery/ materials at work shop.

SPECIAL CONDITION OF THE CONTRACT

BBJ shall not be liable for the loss or damage of any of The Agency's equipment, machineries and temporary works.

15.0 INSURANCE

THE AGENCY shall be responsible for making good to the satisfaction of BBJ any loss or damages to properties belonging to BBJ or being executed or being procured by RAILWAY if such loss or damages have occurred due to The Agency's work. The Agency at his own cost shall take out, maintain and arrange for the provisions of the following insurance in such terms and of such duration and of such limits as shall be acceptable during the performance of his obligations under the contract within 30 days from the start of work, failing which no RA bill payment will be made to him. The Agency shall secure insurance for the Plant and

machinery deployed under Construction Plant and Machinery Policy and submit the copy of the policy to BBJ/ RAILWAY prior to commencement of the work.

Group Personnel Accident Insurance covering The Agency's employees will be arranged by The Agency. Any such other insurance as may be required of The Agency by statutory bodies and local law in area of his operation will be the responsibility of The Agency.

16.0 DELIVERY SCHEDULE:

Following delivery schedule to be adhered by the Agency to meet the target completion schedule by the successful bidder:

For L1/L2/L3/L4 Bidder: To meet the requirement, all the Bidders/Agency should carryout fabrication work **within 48 (forty-eight) hours** from taking over a Railway Wagon.

However, it may be noted that delivery schedule for all the above bidder (i.e. L1/L2/L3/L4) shall vary in case of repair job to be re-done and suitable arrangement to be done to meet the delivery criteria.

17.0 WORKMEN COMPENSATION INSURANCE

The Agency shall submit proof of Workmen Compensation Policy for all their workmen/ supervisor and any other personnel whom The Agency will deploy for our Project work prior to commencement of the work.

18.0 DEFECT LIABILITY PERIOD

The Agency shall fully guarantee all work as per scope of this tender/ order perform strictly in accordance with the drawings, specifications etc. The work shall be free from all defects. Should any work not performed as intended or proved defective within a period of **6 (six) months** from the date of completion of entire or vis-à-vis receipt of last accepted consignment, the work shall upon notification

SPECIAL CONDITION OF THE CONTRACT

of deficiency/ defect be promptly rectified by the Agency to the satisfaction of RAILWAY and/or RITES and/or any other Inspection Agency appointed by RAILWAY without any delay and at no extra cost to BBJ. If the Agency fails to effect proper replacement within a reasonable time of receipt of BBJ's notification to this effect, BBJ shall be free to take such corrective action at the Agency's risk and cost.

19.0 PROVIDENT FUND

The Agency will be required to cover all their workmen engaged by them under provident fund from the commencement of the work. The Agency will have to submit the challan of payment made towards P.F. for their labour and staff to BBJ's Accounts department every month failing which no RA bill payment will be made.

20.0 STATUTORY COMPLIANCE

THE AGENCY shall ensure strict compliance of all labour laws, Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Payment of Bonus Act, Contract Labour (Abolition & Regulation) Act, ESI Act, PF Acts, Industrial Safety regulations, laws pertaining to use/ storage of explosives for the work. The Agency shall submit to BBJ the required documents as a proof.

21.0 DOCUMENTATIONS

Sub-Contractor/ fabrication agency/ fabricator is to maintain required documentation in registers as per RDSO standard B1- latest revision pertaining to Fabrication Work to be carried out in his workshop in consultation to Engineer In-Charge.

22.0 QUALITY PLAN:

The execution of awarded work shall be as per the approved QAP & WPS of the wagon.

23.0 CONFIDENTIALITY OF DOCUMENTS

THE AGENCY shall treat all documents, specifications, drawings and contents therein as private and confidential.

24.0 SUBLETTING OF WORK

No part of Work Order nor any share or interest thereof shall in any manner of degree be transferred, assigned or sublet by THE AGENCY directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ

SPECIAL CONDITION OF THE CONTRACT

24.0 INSPECTION OF WORKS

BBJ/ RAILWAY's/RITES's representatives or Engineer-In-Charge will have full power and authority to inspect the works at work shop or site, at any time and THE AGENCY shall afford or provide for Engineer-In-Charge every facility and assistance to carry out such inspection. The Agency shall at all times during the usual working hours and all other times at which reasonable notice of the intention of Engineer-In-Charge or his representative to visit the works shall have been given, The Agency's representative duly accredited in writing, be present for the purpose.

25.0 ORGANIZATION CHART

The Agency will submit his organization Chart showing the name, designation and experience of the personnel.

26.0 SAFETY AND ENVIRONMENT AT SITE

The Agency shall strictly abide by all safety standards, specification, practices, rules and regulations in construction and also the instruction of our safety (EHS) Engineer. Any kind of unsafe action or unsafe method of work by The Agency's workmen, which may lead to injury to The Agency's workmen, will be viewed seriously and penalty for the same will be levied on The Agency for such unsafe actions. The Agency will be responsible for the safety of The Agency's staff and employees of other agencies working in The Agency's area of operation. The Agency shall delegate the responsibility of implementation of safety rules to one of The Agency's staff. All safety appliances required like safety helmets, safety belts, shoes, retro reflective jackets and other Safety PPE, etc., shall be arranged by The Agency at The Agency's cost. In the event of non-availability of such safety gadget at required point of time, we may, at the sole discretion of the Site in charge, procure such gadgets and issue the same to The Agency on chargeable basis on actual plus 20 % over head charges.

The Agency's authorized representative shall attend all safety meetings convened by site safety (EHS) Engineer, and abide by his instructions and follow the site safety practices without failure.

Night working: Utmost care shall be taken during night operations with proper illuminations and safety.

27.0 GENERAL

The Work Order shall be deemed to be effective only after The Agency

- Submits Performance Guarantee
- License regarding engagement of workers in the contract works from Labour Department or to submit undertaking

SPECIAL CONDITION OF THE CONTRACT

- Submits ESI, PF, Group Insurance Certificate and other statutory requirements.
- Submit proof for Insurance of Construction Plant & Machinery
- Sign the work order/ LOI
- Submits State VAT Registration Certificate
- Submits Service Tax Registration Certificate

27.0 LIQUIDATED DAMAGES

The fabricator/ agency/ fabrication agency/ sub-contractor shall submit a detailed construction delivery program for completion of work as per order along with schedule of matching resources deployment proposed within 7 (seven) days from issue of LOI/Order.

In order to ensure progress during execution of the work, the agency will be expected to achieve the milestone targets ahead of dates including overall monthly targets. Failure to accomplish milestone targets within allocated time

frame shall create and constitute ground for failure on the part of agency for maintaining progress of the work as per agreed programme sufficient enough to recover liquidated damage as per following(s);

- (a) The penalty for detaining a wagon under fabrication/repair on contractor's account for more than 48 hrs. (from handing over of wagon) shall be Rs.50/- (Rupees Fifty) per wagon per hour.
- (b) In case of poor workmanship repair work will have to be re-done besides penalty for detention of wagons as above will also be imposed.
- (c) In case of delays beyond control of the contractor, waiving off of the penalties may be considered by BBJ and/or Sr. DME/C&W/MGS on merit.
- (d) In case of any damage to the Railway property due to rough handling in the course of attention of repairs or fire on contractor's fault, the cost of damage will be recovered as per the extent of damage assessed by the respective Depot In-charge.
- (e) The decision of BBJ and/or Sr. Divisional Mechanical Engineer, MGS division, East Central Railway regarding the imposition of penalties shall be final and binding on the contractor.

In the event of work cannot be completed within the specified overall completion schedule due to reasons solely attributable to the agency, extension of time may be granted with LD @ 0.5% of contract value per week of delay subject to maximum 5% of contract value.

28.0 VARIATION IN QUANTITY

+/- 30% (thirty percent) of the ordered quantity.

SPECIAL CONDITION OF THE CONTRACT

29.0 RISK PURCHASE:

In the event of failure on the part of the contractor to complete the job within the reasonable period of time as decided by BBJ, BBJ reserves the right to get the job done by other Agency/ Agencies as per the order on Risk Purchase basis and shall recover the extra cost thereof, if incurred, from the contractor.

30.0 TERMINATION OF CONTRACT

In the event The Agency's progress is consistently found to be below the accepted pace based on the program as indicated of this document and/or if the quality of works being executed by The Agency falls below the expected standards laid down by us, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, we reserve the right to delete The Agency's scope of work, or, the entire balance work to be taken away from The Agency and BBJ shall be at liberty to get such works executed by other agencies and in such case we shall not be liable to pay any compensation or make good any damage/s or effect any other payment to The Agency for anticipated reduction in profit or any other ground whatsoever.

All statutory obligations including maintaining the RTO rule, rules of local Govt. bodies should be abide by The Agency and any consequence comes out from The Agency's act which can result stoppage of work, BBJ will consider the same as non-performance of The Agency. BBJ reserves the right to terminate the contract with that effect and no compensation will be paid for the same.

31.0 RESOLUTION OF DISPUTES AND ARBITRATION

All disputes or difference of opinion on account of interpretation of clauses, Technical specification etc., shall be resolved through direct and mutual discussions at site level. In the case of differences of opinion still persisting, the agency shall refer the same to the Managing Director /BBJ for amicable solution/ settlement. Managing Director/BBJ and/or his authorized representative shall take up the same with concerned official of RAILWAY for settlement.

In case of difference in opinion still persists, the same shall be referred to the sole arbitrator, to be appointed by IC head of Transportation Infrastructure IC, RAILWAY for adjudication as per arbitration and conciliation Act, 1996 and the effect of the result shall be passed on to the agency.

32.0 OTHER IMPORTANT CONDITONS OF CONTRACT:

- 1) The contractor shall submit the detail of manpower (with particulars like, Name, Father's name, Address, Age, Passport size photo) that would be utilized for the work to the depot in-charge and any change in the manpower shall be communicated to the depot in-charge in writing. This should be submitted before taking of the job inside the Depot/Yard premises at the beginning of the work as well as in between as and when any of his employees is replaced with the new employee.

SCC-12

SPECIAL CONDITION OF THE CONTRACT

- 2) The contractor shall provide identity card to all those employees deputed to work who shall carry out the said work. The ID card shall carry the photograph, name, father's name, address, contact no. etc. The contractor's name, address and contact no. shall also be printed on the back side of the identity card. The concerned Depot/Yard in charge shall inform RPF authority regarding the contractor's employee deputed to work inside the Depot/Yard premises as per the said bio-data. Those employees carrying proper identity card, details of which have been submitted to concerned Depot/Yard in charge will be only allowed to work inside the Depot/Yard premises.
- 3) The contractor shall not allow anybody to use the premises for any purpose other than that is permitted under the contract.
- 4) The contractor shall ensure that the workmen engaged by him do not indulge in any indecent behaviour or create disturbance in the workplace during the course of work, failing which the contract shall be liable to be terminated.
- 5) No accommodation shall be given to any contractor(s) staff/supervisors for the purpose of stay. No railway Pass/PTO shall be admissible to the men engaged by the contractor.
- 6) The contractor shall provide safety equipment, Industrial helmet and safety shoes to all the employees and shall ensure the use of the same by his staff while on duty.
- 7) The contractor shall be responsible for the safety of the staff deployed during the course of the work. No claim/compensation would be entertained by the railway for any type of accident/incident involving his staff. Any compensation, as required under the law would be payable by the contractor.
- 8) The cost of damage to the railway property, if caused by the contractor during the execution of work will be charged on the contractor.
- 9) Any misuse of Railway property will be viewed seriously and the actual cost with penalty will be recovered from the contractor's bills.
- 10) The contractor shall follow the instructions of depot in charge/his representative in execution of the services.
- 11) The stationery required for maintaining the daily formats and other registers are to be supplied by the contractor.
- 12) The entire work area including the railway track shall be kept free of any obstruction / debris released from the wagons repaired by the contractor (for placement and drawals of wagons) on the same day.
- 13) The contractor must ensure compliance of all labour laws and safety measures for his staff as applicable.
- 14) Sufficient stock of material on site should be ensured by the contractor.
- 15) Road Permit shall be issued by Sr.DME(C&W)/MGS as and when required. However, payment of all types of taxes/duties, etc. or any other cost associated with issuing of the Road Permit shall be borne by the contractor.
- 16) Contractor will be responsible for safety & security of stores/stored material to be used for repair of wagons.
- 17) In case wagons are not offered due to unforeseen circumstances contractor will have no claim for compensatory payment.

SCC-13

SPECIAL CONDITION OF THE CONTRACT

- 18) Length of welding to be done for each patch or elsewhere will be as per instruction of Railway Representative. Payment for welding will be made based on actual welding length as measured and certified during final inspection by Railway Representative.
- 19) "Engineer" as referred in GCC shall be read as "Sr. Divisional Mechanical Engineer/ C&W/ MGS" or "Divisional Mechanical Engineer/ C&W/ MGS" or "Asst. Mechanical Engineer/ C&W/MGS" or BBJ's Engineer.
- 20) The Contractor shall adhere to the Labour Rules, Workmen Compensation Act and Payment of minimum wages Act and other Labour legislation's.
- 21) The Contractor shall furnish complete details of the personnel to be deployed with supervisor(s) giving the working timings. The name/list of all the employees along with supervisor should be submitted.
- 22) The contractor shall comply with the provision of the hours of the employment regulations in respect of the staff employed, by him in the manner decided upon by the appropriate authorities.
- 23) All direct or indirect costs and obligations pertaining to employment of specialized manpower if any will be borne by the contractor.

PRE CONTRACT INTEGRITY PACT

PCIP-1

General

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

WHEREAS the BUYER proposes to procure/contract for NIT/DGM(P-V)/WAGON REPAIR/MUGHALSARAI/2148/3129 Dated 8th April, 2016 and the BIDDER/Agency 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.

PCIP-2

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government Office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

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.

PCIP-3

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any persons acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The terms 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. 2,50,000/- (Rupees two lac fifty thousand only) (to be specified in RFP) as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of "The Braithwaite Burn and Jessop Construction Co. Ltd." payable at Kolkata.
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/ Security Deposit shall be valid 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 any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
 - (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.

PCIP-5

- (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.

PCIP-6

- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

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

11. **Other legal Actions**

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

12. **Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to end of Defect Liability Period 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.

NIT/DGM(P-V)/WR/MUGHALSARAI/LC/2148/3129

Date: 16.07.2016

PCIP-7

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

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

PSU

Witness

Witness

1. _____

1.

2. _____

2.

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

NIT/DGM(P-V)/WR/MUGHALSARAI/LC/2148/3129

Date: 16.07.2016

ANNEXURE-I

FORMAT

CERTIFICATE

(ON COMPANY LETTER HEAD)

REF.:

DATE:

SUB: DEPLOYMENT OF WORKMEN FOR FABRICATION WORK OF WAGON AT
MUGHALSARAI

REF: BBJ WORK TENDER NO. NIT/DGM(P-V)/WR/MUGHALSARAI/LC/2148/3129
DATED 16.07.2016

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

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

(Authorized Signatory)
Signature with Office Seal

CHECK LIST

ANNEXURE-II

PAGE-1

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

CHECK LIST

ANNEXURE-II

PAGE-2

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

**PRICE
PART**

Name of Work: -

ENGAGEMENT OF CONTRACTOR FOR REPAIR OF RAILWAY WAGON AT RAILWAY'S WAGON CARE CENTRE, MUGHALSARAI UNDER EAST CENTRAL RAILWAY, HAJIPUR

BOQ-1

Sl. no.	Description	Qty.	Unit	Rate (Rs.)	Taxes (Rs.)	Amt. (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	7=(5+6)*3
1	Repair of wall of wagons by replacement with new 5mm thick Patches of various size including painting.	77854760	length of weld in CM			
2	Repair of floor and covering plate for top coping of wagons by replacement with new 6mm thick MS Patches of various size including painting.	22050512	length of weld in CM			
3	Repair of ISMC 100 of wagon body by replacement with new channels including painting.	194559.1	Metre			
4	Repair of crib angles (ISA 50X50X6) of wagon body by replacement with new angles including painting.	93990	Metre			
5	Replacement of broken corner stanchion as per RDSO Drg. No. WD-80007-S-06, including painting.	136	Nos.			
6	Replacement of Broken side stanchion. Component arrangement to confirm RDSO Drg. No. WD-80007-S-17 consist of 10 item Alt 15, including painting.	6936	Nos.			
7	Repair of Top corner with corner connecting bend plate, corner connecting plate & top corner stiffener as per RDSO Drg. No. WD-80007-S-06, including painting.	9640	Nos.			
8	Replacement Door Mediator. Component arrangement to confirm RDSO Drg. No. WD-90007-S-01&WD-80007-S-05, including painting.	9020	Nos.			
9	Replacement of damaged door as per RDSO Drg. No. WD-90007-S-1 item no. 1to 11, Alt 13, including painting.	10380	Nos.			

The Braithwaite Burn and Jessop Construction Co. Ltd.
(A Govt. of India Enterprise)

NIT/DGM(P-V)/WR/MUGHALSARAI/LC/2148/3129

Date: 16.07.2016

Sl. no.	Description	Qty.	Unit	Rate (Rs.)	Taxes (Rs.)	Amt. (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	7=(5+6)*3
10	Replacement of door hinge foot as per IRS Drg. No. W/DW-287, alt No.-6, including painting.	1668	Nos.			
11	Repair of broken cross bar including painting.	8280	Nos.			
12	Repair/ replacement of ladder component as per RDSO Drg. No. WD-80007-S-06, including painting.	Ladder Hand Hold	340	Nos.		
		Ladder Pipe	17000	Nos.		
		Foot step	3400	Nos.		
13	Fitment of Pershad Label Holder as per RDSO Drg. No. WD-80007-S-05 Item No.-10, Alt. 23 Ref. Drg. W/ML-11, including painting.	6800	Nos.			
14	Repair of Body Bulged out with chain pulling as per procedure laid down in scope of work including painting.	340	Nos.			
15	Fitment of Door Lock component AS per Drg. No. WD-90007-S-01, including painting.	Bracket & Pin	111200	Nos.		
		Gravity Cotter with Rivet	19400	Nos.		
16	Fitment of Door Check Spring as per Drg. No. WD-90007-S-01, including painting.	5832	Nos.			
17	Miscellaneous welding (other than specified above)	2070000	CM			

Taxes Considered on above (to be clearly mentioned by bidder):

- 1.
- 2.

Note to BOQ-1:

1. All tools, plants, machineries, small handling equipment, welding machines with accessories, Bolts, Gas Cutting machines including Pug Cutter, Grinder, Safety gears for workers as required for the work would be arranged by the agency.
2. The RDSO drawing series may be changed by RAILWAY. In that case the fabrication agency shall be bound to carry out the fabrication work as per the said changed RDSO drawing series without any other claim to BBJ on account of such changes.
3. The agency shall be liable to return all surplus steel & consumables etc. beyond the said quantity to BBJ in the form of scrap and off-cut and full length steel within 3 months from the date of completion of the work. If the agency fails to return the aforesaid surplus steel & consumables, BBJ shall recover the cost of surplus steel etc. based on prevailing market price on or about the date of completion plus clerkage charge @ 5% of total value of steel.

GENERAL CONDITION OF THE CONTRACT

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

GENERAL CONDITION OF THE CONTRACT

x)	"ENGINEER-IN-CHARGE" or "SITE-IN-CHARGE" shall mean the Engineering Officer appointed by BBJ or his duly authorized representative who shall direct, supervise and be In-Charge of the works for purposes of this contract.
xi)	"FORCE MAJEURE" shall mean war, invasion, revolution, riots, sabotage, lockouts, strikes, work shutdowns imposed by Government Acts or Legislature or other authorities, act of God, epidemics, fires, earth-quakes, floods, explosions or any other acts or events whatsoever which are beyond the control of the Sub-Contractor and which shall directly or indirectly prevent the execution of work within the time specified in the agreement.
xii)	"SCHEDULE(S)" referred to in these condition shall mean the relevant schedule(s) of work and quantity annexed to the tender papers by BBJ or the standard schedule of rates prescribed by BBJ and the amendments thereto issued from time to time.
xiii)	The "SITE" shall mean the lands and/or other places on/under/in or through which the work is to be executed under the contract including any other lands or places provided by BBJ for the purpose of execution of the contract.
xiv)	"TEMPORARY WORKS" shall mean all the temporary works of every kind required for the execution, completion or maintenance of the work.
xv)	"URGENT WORKS" shall mean any urgent measures which in the opinion of the Engineer-In-Charge, becomes necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
xvi)	A "WEEK" shall mean seven days without regard to the number of hours worked in any day in that week.
xvii)	"APPROVED" and "DIRECTED" means the approval or direction of the Managing Director, BBJ or the person authorized by him for the particular purpose.
xviii)	The "DATE OF COMPLETION" is the date or dates for completion of the work or any part of the works set out in or ascertained in accordance with the individual work order and the tender documents or any subsequent agreed agreement thereto.

GENERAL CONDITION OF THE CONTRACT

xix)	<p>"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.</p>
xx)	<p>"CONSTRUCTIONAL PLANT" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinbefore defined) but does not include materials or other things intended to form or forming part of the permanent work.</p>
xxi)	<p>"PERIOD OF MAINTENANCE"/ "DEFECT LIABILITY PERIOD" shall mean the specified period of 6 (six) months from the date of completion of entire order vis-à-vis receipt of last accepted consignment certified by the Engineer-In-Charge.</p>
xxii)	<p>Words importing the singular number shall also include the plural and vice-versa where the context requires.</p>
xxiii)	<p>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.</p>
xxiv)	<p>"COST"- The word cost shall be deemed to include all costs related to establishment, labour, material, transport, all taxes duties octroi and levies etc.</p>
2.0	<p><u>EXPERIENCE CRITERIA:</u> The tenderer must have adequate past experience of work of similar nature, the documentary evidence of which need to be furnished along with the bid documents.</p>
3.0	<p><u>SUBMISSION OF BID:</u> The Tender should be submitted in a two bid system with the following manner :</p>
i)	<p><u>TECHNO-COMMERCIAL BID:</u> The techno-commercial bid should be submitted in a sealed envelope duly signed and sealed super-scribing "TECHNO-COMMERCIAL BID" and also name of the job, tender reference and name of the bidder and the following documents to be enclosed: -</p> <ul style="list-style-type: none"> • RELEVANT DOCUMENTS CERTIFYING "EXPERIENCE CRITERIA".

GENERAL CONDITION OF THE CONTRACT

i)	<ul style="list-style-type: none"> • INCOME TAX CLEARANCE CERTIFICATE. • SALES TAX CLEARANCE CERTIFICATE. • SOLVENCY CERTIFICATE FROM BANKER TO BE ENCLOSED. • DETAILS OF SIMILAR WORK DONE DURING LAST 3 YEARS INDICATING NAME OF CLIENT, DESCRIPTION OF WORK, VALUE OF WORK AND YEAR OF COMPLETION • EARNEST MONEY DEPOSIT. • A DETAIL MONTH WISE SCHEDULE OF DEPLOYMENT OF PLANTS, MACHINERIES AND DIFFERENT CATEGORIES OF MANPOWER. • A DECLARATION THAT IN CASE THE JOB IS AWARDED, THE SUB-CONTRACTOR WILL EXECUTE THE JOB IN STRICT COMPLIANCE OF THE PROVISIONS OF THIS TENDER AND WITHOUT ANY DEVIATIO
ii)	<p><u>PRICE BID:</u> The tender document issued to the Tenderer should be submitted duly signed and sealed on all the pages by the Sub-Contractor completed in all respects including properly filled up "BILL OF QUANTITY". All rates quoted should be in figures as well as words neatly written in proper space. All documents along with "BILL OF QUANTITY" should be enclosed in one envelope super-scribing "PRICE BID" and also the name of the job, tender reference and name of the bidder, duly sealed with sealing wax.</p>
4.0	<p>BBJ reserve the right to accept or reject any tender either wholly or partly or to distribute the work among more than one tenderers without assigning any reason whatsoever.</p>
5.0	<p><u>EXECUTION OF WORK:</u></p>
a)	<p><u>SUB-CONTRACTOR'S UNDERSTANDING:</u> It is understood and agreed that the Sub-Contractor has by careful examination, satisfied as to the nature and location of the work, the configuration of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment as facilities needed preliminary to and during the execution of the works, the general and local conditions, availability of materials, the labour conditions prevailing therein and all other matters which can in any case affect the work under the contract.</p>

GENERAL CONDITION OF THE CONTRACT

b)	<u>COMMENCEMENT OF WORK:</u>
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 later. If the Sub-Contractor commits default in commencing execution of the work as aforesaid, BBJ shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely.
ii)	No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or delay in according sanction to estimates or drawings etc. or issuing drawings.
c)	<u>COMPLIANCE TO ENGINEER-IN-CHARGE'S INSTRUCTIONS:</u> The Engineer-In-Charge shall direct the order in which the several parts of the works shall executed and the Sub-Contractor shall execute without delay all orders given by the Engineer-In-Charge from time to time but the Sub-Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
d)	<u>ALTERATIONS TO BE AUTHORISED:</u> No alterations or addition to or omission or abandonment of any part of the works shall be deemed authorised except under instructions from the Engineer and the Sub-Contractor shall be responsible to obtain in writing such instruction in each and every case.
e)	<u>EXTRA WORKS:</u> Should works over and above those included in the contract require to be executed at the site, the Sub-Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Sub-Contractor or Sub-Contractors or by any other means at the option of BBJ.
f)	<u>VARIATION IN QUANTITIES:</u>
i)	The BBJ reserves the right to alter the designs and drawings. If due to change in the drawing or design or for other reasons, there be variations, resulting in increase or decrease in quantities, payment will be made only for the actual quantities executed at the ordered rates. If there be sufficient cause, the BBJ may grant extension of the date of completion suitably. Such circumstance, shall in no way affect or vitiate the contract or alter the character thereof, or entitle the Sub-Contractor to damages or compensation there for except as provided for in this contract.

GENERAL CONDITION OF THE CONTRACT

ii)	BBJ reserves the right to split the total quantity of work as mentioned in the B.O.Q. among 2 (two) or more agencies depending on the situation. The Agency cannot object or be entitled to any claim in the event of reduction in the actual quantity.
iii)	In the event of any reduction in the quantity OR OMISSION OF ANY ITEM IN THE B.O.Q. to be executed for any reasons whatsoever, the Sub-Contractor shall not be entitled to any compensation, but shall be paid only for the actual amount of work done.
iv)	The rate quoted by the bidder will stand unchanged in case of variation (+ or -) of quantities up to any extent.
v)	The quantities of each item of work furnished in the schedule are approximate and are intended for the guidance of tenderers / Sub-Contractors. In actual execution of work there may be some increase in the quantities specified, such variation shall in no degree effect the validity of the contract and it shall be performed by the Sub-Contractor as provided therein and be subject to the same conditions, stipulations and obligations originally and expressly included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates.
g)	<u>SEPARATE CONTRACTS IN CONNECTION WITH WORKS:</u> The BBJ shall have the right to let out our contracts in connection with the works. The Sub-Contractor shall afford to the other Sub-Contractors reasonable opportunity of storage of their materials and the execution of their work and shall properly connect and co-ordinate his work with theirs. If any part of the Sub-Contractor's work depends on proper execution or depends upon the work of another Sub-Contractor, the Sub-Contractor shall inspect and promptly report to the Engineer-In-Charge any defects in such work that render it unsuitable for proper execution of his portion of work. The Sub-Contractor's failure to so inspect or so report shall constitute an acceptance of the Sub-Contractor's work. However, for defect/defects, which may develop in the other Sub-Contractor's work after the execution of his work, he will be not responsible.
h)	<u>INSTRUCTIONS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE:</u> Any instructions or approval given by the Engineer-In-Charge's representative to the Sub-Contractor in connection with the work shall

GENERAL CONDITION OF THE CONTRACT

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

GENERAL CONDITION OF THE CONTRACT

l)	Engineer-In-Charge's Representative shall have free access to the said sheds, storehouse and yards at any time for the purpose of inspecting the stock of materials and plant so kept in hand and any materials or plant which the Engineer-In-Charge may object to shall not be brought upon or used in works, but shall be forthwith removed from the sheds, storehouses or yards by the Sub-Contractor. The Sub-Contractor shall at his own expense provide and maintain suitable mortar mills, soaking vats steel treatment bath or any other equipment necessary for the execution of the work.
m)	<u>PROVISION OF EFFICIENT AND COMPETENT STAFF:</u> The Sub-Contractor shall place and keep on the works at all times efficient and competent staff to give necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labours, in or about the execution of any of the works as are careful and skilled in their various trades and callings. The Sub-Contractor shall at once remove from the works any agent, permitted sub-Sub-Contractor, supervisor, workmen or labourer who shall be objected to by the Engineer-In-Charge and if and whenever required by the Engineer-In-Charge he shall submit correct return showing the names of all staff and workmen as necessary for the proper completion of the works within the time prescribed. The Sub-Contractor shall forthwith on receiving intimation to this effect take on the additional number of staff and labour specified by the Engineer-In-Charge within seven days of being so required and failure on the part of the Sub-Contractor to comply with such instruction will entitle the BBJ to rescind the Sub-Contractor under these conditions.
n)	<u>WORKMANSHIP AND TESTING:</u> 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,

GENERAL CONDITION OF THE CONTRACT

n)	instructions and drawings as may be found requisite to be given during the carrying out of the works to the entire satisfaction of the Engineer-In-Charge according to the instruction and direction which the Sub-Contractor may from time to time receive from the Engineer-In-Charge. The material may be subjected to test by means of such machines, instruments and appliances as the Engineer-In-Charge may direct and wholly at the expense of the Sub-Contractor.
o)	<u>REMOVAL OF IMPROPER WORK AND MATERIALS:</u> The Engineer-In-Charge or the Engineer-In-Charge's Representative shall be entitled to order from time to time
i)	the removal from the site within the time specified or any materials which in his opinion are not in accordance with the specifications or drawing.
ii)	the use of proper and suitable substitute materials in place of specified material if the same is not easily available or the substitute material is better and
iii)	the removal and proper re-execution (not withstanding any previous tests thereof or "on account" payments thereof) of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications
iv)	in case of default on the part of the Sub-Contractor in carrying out such order BBJ shall be entitled to rescind the contract under these conditions.
p)	<u>FACILITIES FOR INSPECTION:</u> The Sub-Contractor shall afford the Engineer-In-Charge and the Engineer-In-Charge's representative and any other authorised representative of owners every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labours, materials, planks, ladders, pumps, appliances and things of every kind for the purpose and the Engineer and the representative shall at all times have free access to every part of the works and to all places at which materials for the work are stored or being prepared.
q)	<u>EXAMINATION OF WORKS: (BEFORE COVERING UP)</u> The Sub-Contractor shall give seven days' notice to the Engineer-In-Charge or the Engineer-In-Charge's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls

GENERAL CONDITION OF THE CONTRACT

q)	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.
r)	<u>TEMPORARY WORKS:</u> All temporary works necessary for the project execution of the works shall be provided and maintained by the Sub-Contractor and subject to the consent of the Engineer-In-Charge shall be removed by him at his expense when they are no longer required and in such manner as the Engineer-In-Charge shall direct. In the event of failure on the part of the Sub-Contractor to remove the temporary works, the Engineer-In-Charge will cause them to be removed and the cost as increased by supervision and other incidental charges shall be recovered from the Sub-Contractor. If temporary huts are provided by the Sub-Contractor on the land owned by client for labour engaged by him for the execution of the works, the Sub-Contractor shall arrange for handing over vacant possession of the said land after the work is completed, if the Sub-Contractor's labour refuse to vacate, and have to be erected by client, the expenses incurred by BBJ in connection therewith shall be borne by the Sub-Contractor. The Sub-Contractor shall, not construct any hutment the client of Government land without the written approval of the Competent Authority.
s)	<u>RATES FOR ITEM OF WORKS:</u> The rates entered in the accepted schedule of rates of the contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of contract and the specification and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered by the Engineer-In-Charge and as required without prejudice to the centrality thereof and shall be deemed to include and cover superintendence and labour supply, including full freight of materials of stores, patterns, profiles, moulds, fitting, centrings, scaffoldings,

GENERAL CONDITION OF THE CONTRACT

s)	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: -
i)	All watching, lighting, bailing, pumping and draining.
ii)	All prevention of or compensation for trespass.
iii)	All barriers and arrangements for the safety of the public or of employees during the execution of works.
iv)	All sanitary and medical arrangements for labour camps as may be prescribed by the BBJ the setting of all work and of the construction, repair and upkeep of centre lines, bench marks and level pegs thereon site clearance.
v)	Cost of testing of materials supplied by the Sub-Contractor and provision of testing facilities for the compaction of soil if required.
u)	<u>HANDING OVER OF WORKS:</u> The Sub-Contractors shall be bound to handover the works executed under the contract to BBJ or any other authority so authorised by BBJ complete in all respect to the satisfaction of the Engineer-In-Charge. The Engineer-In-Charge shall determine, from time to time, the date on which the work is considered to have been completed, in support of which 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.
v)	<u>CLEARANCE OF SITE ON COMPLETION:</u> On the completion of the works the Sub-Contractor shall clear away and remove from the site all construction plants surplus materials rubbish and temporary works of every kind and leave the whole of the site and works clean to the satisfaction of the Engineer-In-Charge. No final payment in settlement of the account of the work shall be made to the Sub-Contractor till that period in 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-

GENERAL CONDITION OF THE CONTRACT

v)	Charge at the expense of the Sub-Contractor in the event of his failure to comply with this provision within seven days after receiving notice to that effect. Should it become necessary for the Engineer-In-Charge to have the site cleared at the expense of the Sub-Contractor, then BBJ shall not be liable for any loss or damage to such of the Sub-Contractor's property as may be on site due to such removal there from, which removal may be effected by means of public sale of such materials and property or in such a way as deemed fit and convenient to the Engineer-In-Charge.
w)	QUANTITIES IN SCHEDULE ANNEXED TO SUB-CONTRACT: The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual correct quantities of work to be executed by the Sub-Contractor in 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
x)	MEASUREMENT OF WORKS: The Sub-Contractor shall be paid for the works executed in the accepted schedule of rates and according to the terms of payment of the contracts or the measurements taken by the Engineer-In-Charge or Engineer-In-Charge's representative in accordance with the relevant Indian Standard Specification Code of practice. Such measurement will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer-In-Charge shall be proper having regard to the progress of the works. The date and time on which the "On-Account" or final measurement are to be made shall be communicated to the Sub-Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer-In-Charge or Engineer-In-Charge's representative) recorded in the official measurement book as an acknowledgement of his acceptance of the accuracy of the measurement. Failing the Sub-Contractor's attendance the work may be measured up in his absence and such measurements shall notwithstanding such absence, be binding upon the Sub-Contractor whether or not he shall have the measurement book.

GENERAL CONDITION OF THE CONTRACT

y)	MAINTENANCE OF WORKS: The Sub-Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the contract and after the date of passing of the certificate of completion by the Engineer-In-Charge or any other earlier date subsequent to the completion of the work that may be fixed by the Engineer-In-Charge be responsible for and effectually maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer-In-Charge shall require, any damage or defect that may, during the above period, arise in or be discovered or be in any way connected with the works, and the Sub-Contractor shall be liable for and shall pay and make good to the BBJ or other persons legally entitled thereto whenever required by the Engineer-In-Charge so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or in consequence of the operations of the Sub-Contractor of his failure in any respect.
z)	CERTIFICATE OF COMPLETION OF WORK: As soon as in the opinion of the Engineer-In-Charge the works shall have been substantially completed and shall have satisfactorily passed any final test or tests that may be prescribed the Engineer-In-Charge shall issue a certificate of completion in respect of the works and the period of maintenance of the works shall commence from the date of such certificate.
xxvii)	SUB-CONTRACTOR NOT ABSOLVED BY COMPLETION CERTIFICATE: The certificate of completion with respect of the works referred to in Sub-Clause (i) of this clause shall not absolve the Sub-Contractor from his liability to make good any defects, imperfections, shrinkage of faults which may appear during the period of maintenance arising in the opinion of the Engineer-In-Charge from materials or workmanship not in accordance with the drawings or specifications or construction defects. All such defects need to be amended and made good by the Sub-Contractor at his own cost and in case of default on the part of the Sub-Contractor, the Engineer-In-Charge may employ labour and materials, or appoint another Sub-Contractor to amend and make good such defects, imperfections, shrinkage and faults and all expenses consequent thereon and incidental thereto shall be borne by the Sub-Contractor and shall be recoverable from any money due to him under the contract.

GENERAL CONDITION OF THE CONTRACT

6.0	<u>"ON ACCOUNT" PAYMENT:</u> The Sub-Contractor be shall entitled to be paid from time to time by way of "On Account" payments only for such works, as in the opinion of the Engineer-In-Charge, he has executed in terms of the contract. All payments be on 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 be 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.
7.0	<u>ROUNDINGS OFF AMOUNTS:</u> In the case of schedule of rates given in decimal coinage, individual items will not be rounded off, but the total amounts only, on each certificate, shall be rounded off to nearest rupee i.e. sum of less than 50 paise shall be omitted out and sums of 50 paise and more shall be reckoned as one rupee.
8.0	<u>ON-ACCOUNT PAYMENTS NOT PREJUDICIAL TO FINAL SETTLEMENT:</u> "On Account" payments made to the Sub-Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the measurement book as final measurements and as such have been signed by the Sub-Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity or work having been executed nor of the manner of its execution being satisfactory.
9.0	<u>MANNER OF PAYMENT:</u> Unless otherwise specified, payment to the Sub-Contractor will be made by cheque.
10.0	<u>PAYMENT TO BE MADE BY BBJ:</u> The Sub-Contractor shall on submitting a monthly bill be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-In-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Sub-Contractor. All such intermediate payments shall be regard as payments by way of advance against the final payments only and not as payments as work actually done and completed and shall not preclude the Engineer-In-Charge from requiring bad, unsound, imperfect or unskilful work to be dismantled and removed from the site and reconstructed, or re-erected as per

GENERAL CONDITION OF THE CONTRACT

<p>10. 0</p>	<p>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>
<p>11. 0</p>	<p><u>FINAL PAYMENT:</u> On the Engineer-In-Charge's certificate of completion in respect of the works, an adjustment shall be made and the balance of account based on the Engineer-In-Charge or the Engineer-In-Charge's representative's certified measurements of the quantity of work executed by the Sub-Contractor up to the date of completion and on the accepted schedule of rates shall be paid to the Sub-Contractor subject always to any deduction which may be made under agreement and subject to the Sub-Contractor having delivered to the Engineer-In-Charge a full account in detail of all claims he may have or BBJ in respect of the works or having delivered a "No Claim" certificate and the Engineer-In-Charge having after the receipt of such account given a certificate, in writing that such claims are correct, that the whole of the works to be done under the provisions of the contract have been completed, that they have been inspected by him since their completion and bound to be in good and substantial order, that all properties and the things removed, the work, have been properly replaced and made good all expenses and demands incurred by or made upon or in the respect of damage or loss by, from or in consequence of the woks, have been satisfied agreeably and in conformity with the contract.</p>
<p>12. 0</p>	<p><u>TAXES, DUTIES AND OCTROI ETC.</u> The Sub-Contractor agreed to and hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi etc. (including Service Tax), now or hereafter imposed, increased, or modified, and all the sales tax, from time to time in respect of works and materials and all contributions and taxes for employment compensation, insurance and also age pension or annuities now or thereafter imposed on Central or State Government authorities which are imposed with respect to or covered by the wages/salaries or other compensations paid to the persons employed by the Sub-Contractor and the Sub-Contractor shall be responsible for the</p>

GENERAL CONDITION OF THE CONTRACT

<p>12.0</p>	<p>compliance with all obligations and restrictions imposed by the labour law or any other law effecting employer-employee relationship and the Sub-Contractor further agreed to comply, and to secure the compliance of all Sub-Sub-Contractor with all applicable Central, State, Municipal or local laws and regulations and requirements of any Central, State or Local Government agency or authority. Sub-Contractor further agreed to defend, indemnify and hold owner harmless from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any violation or requirements and also from all claim suit of proceeding that may be brought against the owner arising under, growing out of or by reason of the work provided for by this Contract, by third parties, or Central or State Government authority or any other Sub-division thereof.</p>
<p>13.0</p>	<p>DETDUCTION OF INCOME TAX, SALES TAX AND ANY OTHER TAXES AND DUTIES OCTROI ETC.: 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>
<p>14.0</p>	<p><u>COMPLIANCE OF LABOUR LAWS:</u> The Sub-Contractor shall comply with the following Labour Laws during the execution of the contract:</p>
<p>a)</p>	<p>MINIMUM WAGES ACT, 1948 Sub-Contractors are required to pay minimum wages as per Central Government Notification/State Government Notification whichever is higher at the time of payment of wages. Representative of Principal Employer and recording his signature on the wages register is required.</p>
<p>b)</p>	<p>PAYMENT OF WAGES ACT, 1976</p>
<p>c)</p>	<p>E.S.I. Act, 1948</p>
<p>d)</p>	<p>Compliance of BOCW Act in case 50 or more workers are engaged by the Sub-contractor.</p>
<p>c)</p>	<p>CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970 Sub-Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Sub-Contractor Labour (Regulation and Abolition) Act, 1971 as modified from time to time wherever applicable and shall also indemnify BBJ from and against only claim under the aforesaid Act and Rule.</p>

GENERAL CONDITION OF THE CONTRACT

d)	WORKMEN'S COMPENSATION ACT, 1923
e)	INDUSTRIAL DISPUTE ACT, 1947 AND AS AMENDED FROM TIME TO TIME.
f)	EMPLOYEES PROVIDENT FUND ACT, 1971
15. o	<u>COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR</u> The Sub-Contractor shall conform to all laws, by laws, rules and regulations, for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through the petty Sub-Contractors or sub-Sub-Contractors on the works.
a)	<u>PERTAINING TO LICENCE</u> A copy of Labour Licence to be displayed by the Sub-Contractor at the Site.
b)	<u>PERTAINING TO NOTICE</u> Notice pertaining to the following are required to be displayed at the work site in English/Hindi or local language viz. (a) Rates of wages (b) Hours of work (c) Wage period (d) Date of payment (e) Name and Address of the Inspector (f) Date of payment of wages and date of unpaid wages (g) Place and time of disbursement of wages (h) An abstract of the Act & Rules of C.L. (R&A) Act, (i) Intimation about the commencement/completion (j) weekly holiday and rest day (k) Hours of week.
c)	<u>PERTAINING TO REGISTERS</u> The following Registers are to be maintained at the works at :- <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)	<u>PERTAINING TO RETURNS</u> Half-Yearly Return ending on 30 th June and Annual Return ending on 31 st December to be submitted to Licensing Officer within 30 days of the completion of half annual ending.

GENERAL CONDITION OF THE CONTRACT

16.0	<u>LABOUR CAMP:</u> The Sub-Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provisions of latrines and urinals for his staff and workmen, directly or through the petty agencies employed on the work and for temporary creche (Bal Mandar) where 50 or more women are employed at a time. All camp sites shall be maintained in clean sanitary conditions by the Sub-Contractor at his own cost.
17.0	<u>WATER SUPPLY:</u> Water shall be provided free of cost for drinking purpose and for the purpose of execution of work.
18.0	<u>ELECTRICITY:</u> One Tapping point for electricity will be provided by Railway. At present cost of electricity is Rs. 6.75 /unit. The prevailing cost will be charged from contractor. The connection charge as applicable will have to be borne by the contractor. However, if considered necessary, more than one tapping points may also be provided.
19.0	<u>SANITARY ARRANGEMENTS</u> 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.
20.0	<u>WELFARE & HEALTH</u> First Aid facilities to be provided as per specification laid down under Rules. Canteen facilities and Rest Room to be provided as per Rules.
21.0	<u>MEDICAL FACILITIES AT SITE</u> The Sub-Contractor shall provide medical facilities at the site as may be prescribed by the Engineer-In-Charge in relation to the strength of the Sub-Contractor's resident staff and workmen directly or through the petty Sub-Contractors or sub-Sub-Contractors employed on the work. First Aid facilities at site should be as prescribed under C.L. (R&A) Act and Rules.
22.0	<u>OUT BREAK OF INFECTIOUS DISEASE</u> The Sub-Contractor shall remove from his camp such labour and their families who have protective inoculation and vaccination when called upon to do so by the Engineer-In-Charge or the Engineer-In-Charge's representative.
23.0	<u>PRESERVATION OF PEACE</u> The Sub-Contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty agencies on the works.

GENERAL CONDITION OF THE CONTRACT

24.0	<u>USE OF INTOXICANTS AT WORKSITE AND ENCAMPMENTS FOR THE WORK</u> The sale of ardent spirits or other intoxicating beverages on the work site or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Sub-Contractor or any of his employee directly or through the petty Sub-Contractors or sub-Sub-Contractors employed on the work shall be forbidden and the Sub-Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
25.0	<u>NON EMPLOYMENT OF FEMALE LABOUR AT SITE:</u> The Sub-Contractor shall see that the employment of female labour directly or through the petty agencies employed on the work at Site should be avoided.
26.0	<u>NON-EMPLOYMENT OF LABOURS BELOW THE AGE OF 15</u> The Sub-Contractor shall not employ children below the age of 15 as labours directly or through the petty Sub-Contractors or sub-Sub-Contractors employed on the work for the execution of the work.
27.0	<u>EMPLOYMENT OF LABOUR FROM SCARCITY AREA</u> If the Government declares a state of scarcity of famine to exist in any village situated within 10miles of the work, piece worker/Sub-Contractor shall employ upon such parts of the work as the suitable for unskilled labour any person certified to him by the Engineer-In-Charge or by any other person to whom the Engineer-In-Charge may have delegated this in writing to be in need to relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in the behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the General Manager (Projects) whose decision shall be final and binding on the piece worker/Sub-Contractor.
28.0	<u>INSURANCE</u> Sub-Contractors shall at his own expense carry and maintain insurance with reputable Insurance Companies to the satisfaction of the Owner as follows: -

GENERAL CONDITION OF THE CONTRACT

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

GENERAL CONDITION OF THE CONTRACT

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