

(A Government of India Enterprise)  
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e-Tender No.	eNIT/DGM(P-V)/CHANNEL SLEEPER/2147/3128/25-2018	DATE	12.06.2018
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### **NOTICE INVITING e-TENDER**

Tenders are invited online in CPP's portal from reputed Contractor /Supplier/Agencies for the following work:-

01.	<b>NAME OF THE WORK</b>	FABRICATING, SUPPLYING, TRANSPORTING TO BRIDGE SITES NO 5A, 6, 17 & 24 NEAR KHARSIA, CHHATTISGARH (WITHIN 30KM RADIUS OF KHARSIA) AND FIXING IN POSITION GALVANIZED STEEL CHANNEL SLEEPERS MADE FROM STEEL OF TESTED QUALITY CONFIRMING TO IS:2062 E250BR ON FABRICATED GIRDERS INCLUDING ALL FIXTURES, FASTENING AS PER APPROVED RAILWAY DRAWINGS WITH LABOUR, MATERIALS, TOOLS & PLANTS ETC. AS A COMPLETE JOB INCLUDING SUPPLY AND FIXING OF ELASTOMERIC PADS AND GROOVED RUBBER PADS/GRSP AS PER DRAWING NO RDSO/T-5155 TO 5164 WITH LATEST ALTERATION, IF ANY AND DRAWING NO. BA/1636/R2, BA/1636/1/R2 WITH LATEST ALTERATION, IF ANY AND SPECIFICATIONS GIVEN THEREIN AND BBJ'S STRINGER DRAWING NO. 2147/30.5M/13 (REV-E) BASED ON RDSO DRG NO -B-17173 (ALT-1), AS COMPATIBLE WITH GIRDERS AS INDICATED IN THE TECHNICAL SPECIFICATION & SCOPE OF WORK OF THIS TENDER, WITH SUB-CONTRACTOR 'S TOOLS, PLANTS, LABOUR, TAXES, LEVIES ETC. COMPLETE IN ALL RESPECT.
02.	<b>COMPLETION PERIOD</b>	WITHIN <b>06 (SIX) MONTHS</b> FROM THE DATE OF LETTER OF AWARD (LOA) OR PURCHASE ORDER, WHICHEVER IS EARLIER.
03.	<b>COST OF TENDER DOCUMENT (NON-REFUNDABLE)</b>	<b>Rs.2,500.00</b> (RUPEES TWO THOUSAND FIVE HUNDRED ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF " <b>THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED</b> " PAYABLE AT "KOLKATA". THIS IS NOT RETURNABLE TO THE BIDDERS. <b>TENDER DOCUMENT WITHOUT COST OF TENDER SHALL BE REJECTED.</b> MSE UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD BE VALID ATLEAST UPTO TENDER VALIDITY PERIOD) FOR THE BOQ ITEM AND SUBMISSION OF DECLARATION OF THEIR UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP ARE EXEMPTED FROM PROVIDING COST OF TENDER. COPY OF NSIC CERTIFICATE & UAM CERTIFICATE NEED TO SUBMIT.
04.	<b>EARNEST MONEY DEPOSIT</b>	<b>Rs.5,00,000.00</b> (RUPEES FIVE LAKHS ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF " <b>THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED</b> " PAYABLE AT "KOLKATA". <b>TENDER WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED.</b> MSME UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD BE VALID ATLEAST UPTO TENDER VALIDITY PERIOD) FOR THE BOQ ITEM AND SUBMISSION OF DECLARATION OF THEIR UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP ARE EXEMPTED FROM PROVIDING COST OF TENDER. COPY OF NSIC CERTIFICATE & UAM CERTIFICATE NEED TO SUBMIT EXISTING VENDORS MAY ADJUST EMD FROM THEIR PASSED BILL LAYING WITH BBJ PROVIDED THEY MUST MENTION THE PARTICULAR BILL REFERENCE FOR EMD ADJUSTMENT. <b>EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO INITIAL SECURITY DEPOSIT.</b>
05.	<b>SECURITY DEPOSIT</b>	<b>5% (FIVE) OF CONTRACT VALUE.</b> FOR SUCCESSFUL BIDDER, SECURITY DEPOSIT WILL BE DEDUCTED FROM EACH CERTIFIED R/A BILL VALUE, AFTER ADJUSTING EMD AMOUNT AS INITIAL SECURITY DEPOSIT. SECURITY DEPOSIT WILL BE RETAINED UPTO COMPLETION OF MAINTENANCE/DEFECT LIABILITY PERIOD, WITHOUT PROVIDING ANY INTEREST.

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

eNIT/DGM(P-V)/CHANNEL SLEEPER/2147/3128/25-2018

DATED: 12.06.2018

06.	<b>PERFORMANCE BANK GUARANTEE (PBG)</b>	SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT A IRREVOCABLE PERFORMANCE BANK GUARANTEE (FORMAT WILL BE PROVIDED LATER) <b>AMOUNTING TO 5% (FIVE PERCENT) OF THE TOTAL CONTRACT VALUE</b> , ISSUED BY ANY NATIONALISED BANK OR SCHEDULED BANK OF INDIA WITHIN 15 (FIFTEEN) DAYS OF RECEIPT OF LETTER OF INTENT (LOI). THE PERFORMANCE BANK GUARANTEE SHALL REMAIN VALID UP TO THE END OF MAINTENANCE/DEFECT LIABILITY PERIOD OF 12 (TWELVE) MONTHS PLUS 30 (THIRTY) DAYS OF CLAIM PERIOD.	
07.	<b>MODE OF SUBMISSION</b>	ONLINE THROUGH E-PROCUREMENT SYSTEM IN CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . <b>ONLY EMD AMOUNT &amp; COST OF TENDER FEES</b> , AS PHYSICAL INSTRUMENT, ARE TO BE SUBMITTED AT BBJ'S HEAD OFFICE AT 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700001, WEST BENGAL, BEFORE OPENING DATE OF TECHNICAL e-BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPP'S WEBSITE AND BBJ'S WEBSITE, NOT TO BE PUBLISHED IN ANY NEWSPAPER.	
08.	<b>DATE &amp; TIME SCHEDULE</b>	Date of Publishing e-NIT	12.06.2018
		Document download Start Date	12.06.2018 - 16:00 HRS
		Start Date of uploading of bid document	28.06.2018 - 10:00 HRS
		End Date for uploading of bid document	03.07.2018 - 15:00 HRS
		Date of opening of Technical Bid	04.07.2018 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

**(A. NEOGI)**  
**DGM(P-V)**

**INSTRUCTION TO BIDDERS**

**IB-1**

<b>01.</b>	<b><u>Registration of contractor :</u></b> Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
<b>02.</b>	<b><u>Digital Signature certificate (DSC)</u></b> Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. Details are available at website ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.
<b>03.</b>	<b><u>ELIGIBILITY CRITERIA:</u></b> (i) <b>Average Annual Financial Turnover <u>during the last 3 (three) years, ending as on 31.03.2018, should be at least Rs. 1.39 crore</u></b> (Rupees One crore thirty nine lac). If Annual Account for 2017-18 is not audited before submission of bid, then Chartered Accountant's (signed with his registration no.) certificate showing Annual Turnover for 2017-18 of organization to be submitted. <u>Copy of Audited Annual Account for the last three years are required to submit;</u> (ii) <b>Experience of having successfully completed "similar Job" <u>during last 7 (seven) years</u></b> ending last day of month previous to the one in which this e-tender are invited should be either of the followings; <u>Copy of Job completion certificates received from clients are to be submitted.</u> a) Three (3) similar completed job costing not less than the amount equal to Rs. 1.39 crore (Rupees One crore thirty nine lac) <b>OR</b> b) Two (2) similar completed job costing not less than the amount equal to Rs.1.85 crore (Rupees One crore eighty five lac) <b>OR</b> c) One (1) similar completed job costing not less than the amount equal to Rs.3.00 crore (Rupees Three crore). <b>Note:</b> (i) "Similar job" means supplying, fabricating and delivery of <b><u>galvanized Channel sleepers</u></b> or <b><u>galvanized H-beam sleepers</u></b> including steel & elastomeric rubber fitting with fixing suitable for Railway Steel Bridges and supplying to Railways / Government organizations. (ii) Joint Venture is not permitted for this work.
<b>04.</b>	<b><u>SUBMISSION OF e-BID:</u></b> Tenders to be submitted online in CPP's Portal in <b>two parts:</b> (A) TECHNO-COMMERCIAL e-BID <span style="float: right;">(B) PRICE e-BID</span>
<b>(A)</b>	<b><u>TECHNO-COMMERCIAL e-BID:</u></b> THE Techno-commercial bid will consist of the following:
<b>i.</b>	Documentary evidence in support of eligibility criteria in point no.03 above to be submitted in CPPP.
<b>ii.</b>	<b><u>Copy of the following documents duly signed &amp; with official stamped:-</u></b> a) <b>Declaration from bidder to supply of GRSP, elastomeric pad &amp; other rubber pad items shall be done from RDSO approved vendors only.</b> b) Copy of PAN along with Income Tax Return (ITR) for last three (03) years ending as on 31.03.17; c) Copy of Good & Service Tax (GST) registration certificate; HSN/SAC code must be provided. d) Copy of Audited Annual Accounts (Profit & Loss account and Balance sheet) for the last three (3) years ending as on 31.03.2018; If Annual Account for 2017-18 is not audited before submission of bid, then Chartered Accountant's (signed with his registration no.) certificate showing Annual Turnover for 2017-18 of organization to be submitted. e) Pre-Contract Integrity Pact duly signed with official stamp; f) The eNIT document duly signed with official stamp in each pages.

**INSTRUCTION TO BIDDERS****IB-2**

	<b>g)</b> Copy of document for "Person Legally Authorized" to enter into commitment on behalf of bidder.
<b>iii.</b>	<b>Earnest Money Deposit of Rs 5,00,000.00</b> (Rupees Five Lacs only) in the form of Demand Draft or Pay order in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at 'Kolkata'. <u>EMD in physical instrument is to be submitted to BBJ's Head office before opening of Techno-Commercial e-bid.</u> For the successful bidder, this EMD will be converted into initial Security Deposit and will retain till completion of Maintenance / Defect Liability Period without any interest.
<b>iv.</b>	<b>Cost of Tender Document (Non-Refundable) Rs.2,500.00</b> (Rupees Two Thousand Five Hundred only) in the form of Demand Draft or Pay order in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at 'Kolkata'. <u>Cost of tender in physical instrument is to be submitted to BBJ's Head office before opening of Techno-Commercial e-bid.</u> This is not returnable to the bidders.
<b>v.</b>	<b>Scanned copy of the EMD, Cost of tender and other document, as stated above, are to be uploaded in CPPP portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) within the end date of uploading online.</b> <b><u>Only EMD &amp; Cost of tender, as physical instrument, are to be submitted in BBJ's office addressing to The DGM(P-V), The Braithwaite Burn &amp; Jessop Construction Company Limited at 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700 001, before opening date of Techno-Commercial e-bid.</u></b>
<b>(B)</b>	<b><u>PRICE e-Bid:</u></b> Properly filled up Schedule of Rate / Bill of Quantities (BOQ) is to be uploaded in CPP's website. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.
<b>05.</b>	<b>Conditional tenders</b> shall be straightway rejected and no additional clause will be entertained.
<b>06.</b>	BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of work into more than one supplier/Sub-contractor in the ratio of 60%:40% between L1 & L2 bidders (provided L2 bidder accepts L1 rate) respectively without assigning any reason whatsoever. No claim will be entertained on this. In case, scope of work is divided between three suppliers/Sub-contractors, the ratio will be 50%:30%:20% between L1:L2:L3 bidders, if and only if L2 & L3 bidders match the rate of L1 bidder. However, bidders/Sub-contractors will not have any claim towards reduction of such quantity from their scope of supply and such splitting of scope of work will be done at negotiated lowest accepted rate only as per sole discretion of BBJ.
<b>07.</b>	<b><u>LANGUAGE:</u></b> 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.
<b>08.</b>	<b><u>EXEMPTION FOR MICRO &amp; SMALL ENTERPRISES:-</u></b> i) Micro & Small Enterprises (MSE) units registered with National Small Industries Corporation (NSIC) will be given following benefits, subject to submission of UAM no. to CPP's portal:- a) Issue of Tender set free of cost i.e Cost of tender is NIL; b) Exemption from submission of Earnest Money Deposit (EMD); ii) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/service indicated under description of work/supplies/services & value up to which the firms are registered with NSIC). To obtain above benefits, firms should necessarily submit valid (valid at least up to this tender validity period) copy of the Registration Certificate issued by NSIC. iii) Firms in the process of obtaining NSIC Registration or renewal of previous NSIC Registration will not be considered for above benefits.
<b>09.</b>	All costs and expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the bidders and BBJ shall bear no liability whatsoever on such cost expenses.

**INSTRUCTION TO BIDDERS**

**IB-3**

10.	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 bidder whom tender is not accepted shall not be entitled to claim any cost, charges or expenses incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ.
11.	As the place of delivery is Chhattisgarh state, the successful bidder must get themselves registered with all tax and statutory authorities as per applicable laws of the respective States immediately on award of order and prior to start of work.
12.	<b><u>VALIDITY OF TENDER:</u></b> <b>90 (Ninety) days</b> from the date of opening of tender or for a further period, if mutually accepted.
13.	If any conflict occur between 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 <sup>st</sup> : PURCHASE ORDER 2 <sup>nd</sup> : LETTER OF AWARD 3 <sup>rd</sup> : NOTICE INVITING TENDER 4 <sup>th</sup> :INSTRUCTIONS TO BIDDERS 5 <sup>th</sup> : SCOPE OF WORK 6 <sup>th</sup> :SPECIAL CONDITIONS OF CONTRACT 7 <sup>th</sup> :TECHNICAL SPECIFICATIONS 8 <sup>th</sup> : DRAWINGS 9 <sup>th</sup> : BILL OF QUANTITIES

**(A. NEOGI)**  
**DGM(P-V)**

## **SCOPE OF WORK**

01. Fabricating, supplying, transporting to bridge sites no 5A, 6, 17 & 24 near Kharsia, Chhattisgarh (within 30KM radius of Kharsia) and fixing in position galvanized steel channel sleepers **made from steel of tested quality confirming to IS:2062 E250BR** on fabricated girders including all fixtures, fastening as per approved railway drawings with labour, materials, tools & plants etc. as a complete job including **supply and fixing of elastomeric pads and grooved rubber pads/GRSP** as per drawing no RDSO/T-5155 to 5164 with latest alteration, if any and Drawing No. BA/1636/R2, BA/1636/1/R2 with latest alteration, if any and specifications given therein and BBJ's stringer drawing no. 2147/30.5M/13 (REV-E) based on RDSO DRG NO -B-17173 (ALT-1), as compatible with girders as indicated in the Technical specification & scope of work of this tender, with sub-Sub-contractor's tools, plants, labour, taxes, levies etc. complete in all respect.
- Sub-Contractor will prepare the detail drawings of channel sleepers along with list of fittings to be shown in drawing and got it approved by IRCON/BBJ and/or their authorized representative, prior to start of actual manufacturing.**
- Note:-**
1. Fabrication of steel channel sleepers will confirm to IRS B1-2001 (with latest correction Slips).
  2. An **indicative list** of Fitting & Fixture and Rubber fitting with Nos. is enclosed at Annexure – A in the Technical specification. **Sub-Contractor will prepare the detail drawings of channel sleepers along with list of fittings to be shown in drawing and got it approved by IRCON/BBJ and/or their authorized representative, prior to start of actual manufacturing.**
  3. Procurement of GRSP, Elastomeric pad & other rubber items shall be done by from RDSO approved vendors after inspection and passing by RDSO.
  4. Fixing of elastomeric pads must be done by free of cost with Sub-contractor's supplied epoxy adhesive and must be approved by IRCON.
  5. The rate is also inclusive of inspection and testing charges of channel sleepers including all fixtures and fastenings from RITES/ RDSO.
  6. MS Packing pad plates for Galvanized Steel Galvanized Steel Channel Sleepers shall be provided as per RDSO/B-1636/R1/site condition, without any extra cost to BBJ.

**TECHNICAL SPECIFICATION**

**TS-1**

**A. The work shall be done as per:**

1. Indian Railway Bridge Manual.
2. Other relevant IRS Codes /Manuals/Instructions.
3. IS 3203: (Latest) methods for testing local thickness of electroplated coatings.
4. IS4759: (Latest) hot-dip zinc coatings on structural steel and other allied products – specification.
5. IS 209: (Latest) zinc ingot – specification.
6. IS 6743: (Latest) methods for determination of mass of zinc coating on zinc coated iron and steel articles.
7. IS 6012: (Latest) measurement of coating thickness by eddy current method.
8. IS 6158: (Latest) recommended practice for safeguarding against embitterment of hot-dip galvanized iron and steel products.
9. IS 9595:(Latest) metal-arc welding of carbon and carbon manganese steels – recommendations.
10. IS 2629: (Latest) recommended practice for hot-dip galvanizing of iron and steel.
11. Zinc confirming to at least grade ZN 99.95 as per IS 209 – (Latest) shall be used.
12. Generally IRS code/manual/Instructions shall be followed. However, if for any item instructions do not exit in IRS/Manual/Instructions/code, in that case relevant IS code shall be followed.
13. The steel of steel sleeper shall be as per IS 2062 (grade BR as applicable).
14. Engineer-in-charge instructions for any item/specifications shall be final and binding.

**1.0 INSPECTION AND WORKING**

- 1.1 Material shall be inspected by RITES/RDSO (at Sub-contractor's production unit) or any other supervisor/officer nominated by the Engineer-in-charge/IRCON. Sub-contractor shall make necessary arrangements for inspection at his workshop, at his own cost.
- 1.2 Galvanized Steel Channel sleepers items will be inspected by RDSO/RITES and used only after RDSO/RITES certification.
- 1.3 All inspection and testing charges shall be borne by the supplier/sub-contractor.

**2.0 MAINTENANCE AND GUARANTEE PERIOD**

- 2.1 Work done by the Sub-contractor shall be guaranteed by him against any material defect/fabrication defect noticed during defect liability period which is considered 12 (twelve) months from the last date of completion of fixings of all BOQ items to Chhattisgarh project sites and acceptance by IRCON. Any defect noticed within this period will be rectified by the Sub-contractor free of cost including replacement of materials if required.

**3.0 MATERIALS**

- 3.1 Steel shall be purchased from TISCO/Jindal/SAIL/Vishakapatnam Steel Plant under Rashtriya Ispat Nigam Limited or any other source approved by the Engineer-in-charge/IRCON. The test certificate for the chemical, metallurgical and mechanical properties shall be produced at the time of inspection.
- 3.2 Galvanized Steel Channel Sleepers shall be supplied as per RDSO's Drg. No. B-1636, 1636/1, 1636/2 and all other drawings mentioned in above drawings as per the instructions of Engineer-in-charge with all fittings with all up to date correction slips/ Alterations. The welding of plates wherever required to the Galvanized Steel Channel sleepers as per drawing shall conform to IS 9595-1980 (Latest). The steel block shall be confirm. However, the thickness shall be to suite 60 Kg running rail and 52 Kg guard rail.
- 3.3 The Galvanized Steel Channel sleepers shall conform to the specifications contained in the drawings mentioned in the Para 3.2 above.
- 3.4 Galvanization shall be done as per the relevant specifications.

**TECHNICAL SPECIFICATION**

**TS-2**

**4.0 SPECIFICATION FOR GALVANISATION AND ITS TESTING**

4.1 **SCOPE:** This standard specifies the requirements for zinc coating applied by hot dip galvanizing and criteria for sampling and inspection of such galvanized members.

**4.1 GENERAL REQUIREMENTS :**

4.1.1 **Quality of Zinc:** Zinc conforming to at least grade Zn 99.95 specified in IS 209-1992 (latest) shall be used for the purpose of galvanization.

4.1.2 **Base metal:** Requirement shall be in accordance with clauses 2.1 to 2.1.5 of IS: 6158-1984 (latest).

4.2.3 **Surface preparation:** Surface preparation shall be as per relevant clause of IS:2629-1985 (latest). Shot/garnet/copper slag blasting may be used instead of pickling to avoid hydrogen embitterment.

4.2.4 **Galvanising:** The structures may be galvanized as per the IS:2629-1996 (latest) and IS:4759-1996 (latest) unless otherwise specified in the succeeding paragraphs.

**5.0 COATING REQUIREMENTS :**

5.1 **Mass of Zinc coating:** The requirement for the mass of zinc coating for all steel structural shall not be less than mentioned in Clause 6.1 (table 1) of IS 4759:1996 (latest).

5.2 **Freedom from defects:** The zinc coating shall be uniform, adherent, reasonably smooth and free from imperfections such as flux, ash and dross inclusions, bare patches, black spots, pimples, lumpiness and run, rust stains, bulky white deposit and blisters. These terms have been defined in IS:2629-1985 (latest).

5.3 **Steel Embrittlement:** The design of the product and the selection of steel for its suitability of withstand normal galvanizing operations without embitterment or the method of fabrication shall be the responsibility of the sub-contractor. Recommended precautions to properly design, fabricate and prepare the material for galvanizing to prevent embitterment shall be as per IS: 6158-1984 (latest).

**6.0 SAMPLING AND CRITERIA FOR CONFORMITY:**

Sampling and criteria for conformity shall be as per clause 8 of IS 4759:1966 (latest) Clause 6.1, 6.2, 6.3 and all other relevant clause of IS 4759:1966 (latest) shall also be satisfied.

**7.0 TEST PROCEDURE FOR MASS OF GALVANISED COATING :**

7.1 The mass of galvanized coating shall be determined as per IS 6745:1972 (latest) and as per the instruction of IRCON.

**8.0 RECTIFICATION OF DAMAGE/WORK AFTER WELDING, RIVETTING, DRILLING ETC**

8.1 Normally all fabrication work in the case of galvanized articles shall be completed prior to galvanizing. Some fabrications such as cutting, riveting, drilling or welding has to be undertaken after galvanizing, protection of metal exposed as a result of fabrication, for fixing of fittings of Galvanized Steel Channel sleeper and rectification of damaged galvanized areas shall be done in accordance with the following method or any other method approved by the IRCON Administration.

- (i) Sticks or rods, 5-10mm. Dia, of high purity zinc shall be used for this purpose. The surface to be protected, or the surface where galvanizing has been damaged, shall be cleaned and any oxides removed with a weak acid solution and a wire brush. The surface shall be thoroughly washed with water to make it free from any traces of acid. The cleaned area may be heated with a welding torch and rubbed with white Sal ammoniac. A piece of zinc stick or rod of high purity shall be melted on this area and spread out with a heated piece of salammoniac. The area shall then be washed down by water and lightly wire brushed. The workmanship shall be such that the finished surface is smooth and non-porous.



- (ii) The damaged surface after cleaning, as mentioned in Para (i) above, shall be painted with two or more coats of zinc rich primer followed by a finished coat, as per the painting schedule recommended by the supplier of zinc rich primer.

It is to be ensured that the dry film thickness of zinc rich primer shall not be less than the average thickness of the galvanized coating. The complete painting system i.e. zincs rich primer with the finishing paint for this purpose shall be procured from the same source of repute and as approved by the IRCON Administration.

**9.0 Other Terms & Conditions:**

- i) The material used for channel sleepers shall be of IS-2062-2011 E250BR.
- ii) Inspection and passing of steel channel sleepers & galvanized steel fitting shall be done by RITES. Procurement of GRSP, Elastomeric pad & other rubber items shall be done from RDSO approved vendors after inspection and passing by RDSO.
- iii) Shop drawings along with list of fittings prior to manufacturing of sleepers will be approved by IRCON.
- iv) Sub-contractor shall have to submit copies of challan and bill for such procurement. Neoprene shall have to be used in place of rubber. For special short height channel sleepers, drawing will be provided by BBJ as per site condition and get it approved from IRCON. Non-standard (short height) channel sleeper & its fittings and fixtures will be inspected by inspecting agency nominated by IRCON.
- v) Fixing of elastomeric pads must be done by free of cost with Sub-contractor's supplied epoxy adhesive and must be approved by IRCON.
- vi) Materials shall be dispatched to site of work by the supplier in full sets i.e. channel sleepers with all matching components fittings complete.
- vii) Payment will be made only on submission of all test & passing certificates to BBJ/IRCON.
- viii) All above rates are inclusive of all taxes & duties (except GST) & firm till the completion of contract.
- ix) The plates for fixing hook bolts shall be welded duly taking details of each sleeper as per site condition.
- x) MS Packing pad plates for Galvanized Steel Galvanized Steel Channel Sleepers shall be provided as per RDSO/B-1636/R1/site condition, without any extra cost to BBJ.
- xi) List of fittings and Rubber pad with Nos is enclosed as Annexure – A.

**Annexure – A****INDICATIVE LIST OF FITTINGS & FIXTURES**

<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>Drawing No.</b>	<b>Qty./Set</b>
		<b>52Kg/60Kg Rail</b>	<b>(Nos.)</b>
1	Canted Bearing plate	T-5155	2
2	M. S. Clip (Outer)	T-5197/5157	2
3	M. S. Clip (Inner)	T-5198/5158	2
4	Annular Cap	T-5159	4
5	Tapper Washer	T-5200/5161	4
6	Tapper Washer	T-5162	4
7	Guard Rail Bolt & Nuts	T-5164	4
8	T-Head Bolt	T-5160 & DD SK. No. 387/93	4
9	Plain Washer	Suitable	2
10	Split Pin	Suitable	6
11	Single Coil Spring Washer	T-10773	4
12	J-Hook Bolt with Nut as per site conditions	B/1636/1 & D/D/SK.N.389/93	2

**INDICATIVE LIST OF RUBBER FITTINGS**

<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>Drawing No.</b>	<b>Qty./Set</b>
		<b>52Kg/60Kg Rail</b>	<b>(Nos.)</b>
1	Grooved Rubber Pad – 10mm Main Rail	T-5199/5156	2
2	Grooved Rubber Pad – 6mm-Guard Rail	T-5163	4
3	Elastomeric Pad – (Between Sleeper and Grooved Pad Plate)	RDSO/B-1636/1-R, RDSO/2-R with latest ALT and 330mmx425mmx25/30mm or size as per site conditions	2

**SPECIAL CONDITIONS OF CONTRACT**

**SCC-1**

1.	<b><u>COMPLETION TIME:</u></b> Within <b>06 (six) months</b> from the date of Letter of Award (LoA) or Purchase Order, whichever is earlier.
2.	<b><u>DELIVERY PLACE:</u></b> Bridge sites no. 5A, 6, 17, 24 near Kharsia, Chhattisgarh (within 30KM radius of Kharsia)
3.	<b><u>EARNEST MONEY DEPOSIT (EMD) / SECURITY DEPOSIT:</u></b> a) EMD submitted by the successful bidder will be converted into initial security deposit. b) An amount equal to <b>5% (five percent)</b> of the certified bill value from each RA bills, after adjusting EMD amount as initial security deposit, will retain as Security Deposit. c) Amount deducted as security deposit including EMD amount will be retained upto completion of Maintenance/Defect Liability period, without providing any interest;
4.	<b><u>PAYMENT:</u></b> a) <b>80% (Eighty percent)</b> of the certified bill value will be released within 30 days on receipt of steel channel sleepers including all fixture, fastening, elastomeric pads, grooved pads at project sites and submission of cleared bill/Invoice with relevant challans duly certified by BBJ's Engineer/representative along with other necessary document. b) <b>20% (Twenty percent)</b> of the certified bill value will be released within 30 days after fixing of channel sleeper in position in all respect and submission of cleared bill/Invoice duly certified by BBJ's Engineer/representative.
5.	<b><u>PERFORMANCE BANK GUARANTEE (PBG):</u></b> a) The successful bidder shall have to submit a Performance Guarantee (PG) by Bank Draft or in the form of Bank Guarantee amounting to <b>5% (five percent)</b> of the contract value from any Nationalized/ Scheduled Bank in the prescribed format of BBJ within 15 days from the date of issue of Letter of Award (LOA). However any extension of time for submission of Performance Guarantee beyond of the specified days, on the basis of request of successful bidder, may be considered by the BBJ at its discretion upon approval of Competent Authority. On submission of the PG, formal "Order" shall be issued. The PBG shall remain valid till completion of entire contract period plus 12 (twelve) months i.e. up to end of Defect Liability Period. b) In case the successful bidder (agency) fails to submit the requisite Performance Guarantee (PG) even after 15 days from the date of issue of LOA or within the extension period approved by Competent Authority, the same (LOA) shall be terminated. The failed bidder (agency) shall be debarred from participating in Re-Tender for that work and EMD shall be forfeited. c) The Performance Bank Guarantee shall be submitted by the successful bidder after the LOA. has been issued, but before issue of Order. This PG shall be initially valid up to the stipulated date of completion plus 12 (twelve) months beyond that. In case, the time for completion of work gets extended, the successful bidder shall get the validity of PG extended to cover such extended time for completion of work plus 12 months. d) The value of PBG to be submitted by the successful bidder will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the successful bidder. e) The Performance Guarantee (PG) shall be released after physical completion of the work and after end of Defect Liability Period based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.

**SPECIAL CONDITIONS OF CONTRACT**

**SCC-2**

f)	Whenever the contract is rescinded due to failure of sub-contractor, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor/ successful bidder. The failed contractor/ successful bidder shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
g)	BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:
i)	Failure by the successful bidder to extend the validity of the Performance Guarantee as described herein above, in which event BBJ may claim the full amount of the Performance Guarantee.
ii)	Failure by the successful bidder to pay BBJ any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the Agreement, within 30 days of the service of notice to this effect by BBJ.
iii)	In the event of the Contract being rescinded under provisions of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.
6.	<b><u>MAINTENANCE / DEFECT LIABILITY PERIOD:</u></b>
a)	Work done by the Sub-contractor will be guaranteed by him against any material defect/fabrication defect noticed during defect liability period which is considered <u>12 (twelve) months from the last date of completion of fixings of all BOQ items to Chhattisgarh project sites and acceptance by IRCON.</u> Any defect noticed within this period will be rectified by the Sub-contractor free of cost including replacement of materials if required.
b)	Sub-contractor shall make good and remedy at his own expanses within such period as stipulated by BBJ, any defect which may develop or may be noticed before the expiry of Maintenance/Defect Liability period as specified above.
c)	In case Sub-contractor fails to make adequate arrangements to rectify the defects within seven (7) days after receipt of Notice from BBJ, necessary arrangements will be made by BBJ to rectify the defects, without further Notice to the Sub-contractor and cost of such rectification shall be recovered from the amount & other dues of the Sub-contractor laying at BBJ.
7.	<b><u>TAXES &amp; DUTIES:</u></b> The Sub-contractor shall be <u>exclusively responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax)</u> that may be levied from time to time according to the Laws & regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by BBJ for any duties/taxes to be imposed on procurement of materials for execution of contract. In case Government imposes any new levy/tax after award of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax is applicable to this contract.
8.	<b><u>Goods and Service Tax (GST)</u></b>
a)	The quoted price shall be <b><u>exclusive of Goods and Service Tax.</u></b> The GST as legally leviable & payable by the bidder under the provisions of applicable law / act shall be paid extra by BBJ as per bidder's bill. <b>Bidder shall quote their rate after considering the input tax credit on their input materials and services. HSN/SAC code must be provided by the bidder.</b>
b)	In this job, as transfer of property of goods is involved in connection with immovable property, GST under supply of services is applicable. The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). <b>Bid without GST number shall be cancelled.</b>
c)	At present no GST-TDS is applicable. If the same is applicable in future, deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper <b>Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.</b>

**SPECIAL CONDITIONS OF CONTRACT**

**SCC-3**

d)	Bidder shall raise their tax invoice in regular interval as per contract condition and <u>uploaded their supply invoice in GSTN Portal through GSTR-1 return with 10<sup>th</sup> of next month</u> . Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.
9.	<b><u>PRICE VARIATION:</u></b> No price-variation of any kind will be allowed in this contract under any circumstances. Price shall remain firm for entire scope of work during the original and/or extended delivery period.
10.	<b><u>TERMINATION OF CONTRACT:</u></b>
a)	BBJ shall be at liberty to terminate the contract in full or part as would be applicable by issuing first seven (7) days and then Forty-eight (48) hours notice and get the work done by deploying other agency/ies. Additional cost, if incurred, shall be recovered from the supplier bill.
b)	In case of failure to complete the work as per requirement and within the stipulated completion period, BBJ reserves the right to cancel the order, either in part or full as the situation demands by revoking of Performance Bank Guarantee & encashment of security deposit of defaulted supplier.
11.	<b><u>LIQUIDATED DAMAGE:</u></b>
a)	The time for the execution of the work shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract.
b)	If the Sub-contractor fails to complete the works within the time as specified in the contract <u>for the reasons not attributable to the Sub-contractor</u> , BBJ may, if satisfied, consider further extension of time without imposing L.D. to complete the work.
c)	If the Sub-contractor fails to complete the works within the time as specified in the contract <u>for the reasons attributable to the Sub-contractor</u> , BBJ may, if satisfied that the works can be completed within reasonable short time thereafter, consider further extension of time with imposing L.D. On such extension, BBJ will recover from the bills of Sub-contractor, as agreed damages, <b>a sum equivalent to 0.5% (zero decimal five percent)</b> of the contract value per week of delay or part of the week of any supplied equipments/services not delivered within stipulated time period or total order value in case where part delivery is of no use to the purchaser, subject to maximum limit of <b>5% (Five percent) for contract value</b> .
d)	For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order / contract agreement issued.
e)	Provided further, that if BBJ is not satisfied that the works can be completed by the Sub-contractor and in the event of failure on the part of the Sub-contractor to complete the work within further extension of time allowed as aforesaid, BBJ shall be entitled to encash the Sub-contractor's Security Deposit and revoke Performance guarantee and also rescind the contract, whether or not actual damage is caused by such default.
12.	<b><u>INSPECTION, TESTING CHARGE &amp; TEST CERTIFICATES:-</u></b>
a)	Material shall be inspected by RITES/RDSO (at Sub-contractor's production unit) or any other supervisor/officer nominated by the Engineer-in-charge/IRCON. Sub-contractor shall make necessary arrangements for inspection at his workshop, at his own cost.
b)	Galvanized Steel Channel sleepers items will be inspected by RDSO/RITES and used only after RDSO/RITES certification.
c)	All inspection and testing charges shall be borne by the supplier/sub-contractor.
13.	<b><u>ARBITRATION:</u></b>
a)	In the case of dispute arising between the Employer and Sub-contractor related to any matter arising out of or connected with this Contract, such dispute shall be referred to the Arbitral Tribunal consisting of 03 (three) arbitrators, one each to be appointed by the Employer and Sub-contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrators, upon the request of either or both parties, the presiding arbitrator shall be appointed by the President, Institution of Permanent Way Engineers (India), New Delhi. The Indian Arbitration and Conciliation Act, 1996 and amendment thereafter and the rules there under and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings;

**SPECIAL CONDITIONS OF CONTRACT**

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b)	If one of the parties fails to appoint its arbitrators in pursuance of para (1) above, within 60 days after receipt of the notice of the appointment of its arbitrators by the other party, The President, Institution of Permanent Way Engineers, India, New Delhi shall appoint the Arbitrator. A certified copy of The President, Institution of Permanent Way Engineers, India, New Delhi order, as the case may be, making such an appointment shall be furnished to both the parties.
c)	Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
d)	The decision of the majority of arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Sub-contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
e)	All arbitration awards shall be in writing and shall state the reasons for the award.
14.	<b><u>CHANGE OF ORDERS:</u></b>
i)	BBJ may at any time by written order given to the Sub-contractor make changes within the scope of the contract in any one or more of the followings:-
a)	Designs or specifications where equipment to be furnished under the contract are to be specially manufactured.
b)	Method of transportation or packing.
c)	Place of delivery.
d)	Services to be provided by the supplier.
ii)	If any such change causes an increase or decrease in the cost or the time required for the execution of the contract, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.
15.	<b><u>SUB-LETTING:</u></b> The Sub-contractor shall not sub-let whole or any part of the job as detailed in the Scope of Work of this tender document. In case it is felt absolutely necessary, the same may be allowed subject to prior written approval from Engineer-in-Charge of BBJ.
16.	<b><u>JURISDICTION OF COURT:</u></b> The <b>Courts at Kolkata</b> shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
17.	<b><u>FORCE MAJEURE:</u></b> If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall by reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist.  In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract.  Provided that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable equipments, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

**PRE CONTRACT INTEGRITY PACT**

**General**

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

WHEREAS the BUYER proposes to procure/contract for NIT/DGM(P-V)/H-BEAM SLEEPER/MANIPUR and the BIDDER/Seller is willing to offer/has offered the same and

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

NOW, THEREFORE,

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

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

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

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

**Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government Office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of the BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government/the Company for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government/the Company.
  - 3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
  - 3.10 The BIDDER commits to refrain from giving any complaint directly or thorough any other manner without supporting it with full and verifiable facts.
  - 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
  - 3.12 If the BIDDER or any employee of the BIDDER or any persons acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The terms 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
  - 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.



4. **Previous Transgression**

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

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

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments :
- (i) Bank Draft or a Pay Order in favour of "The Braithwaite Burn and Jessop Construction Co. Ltd." payable at Kolkata.
  - (ii) A confirmed Performance guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER including warranty period, whichever is earlier.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank Of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the buyer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processed of the Government of India/the Company for a minimum period of five years which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

**7. Fall Clause**

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

**8. Independent Monitors**

- 8.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-contractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

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

11. **Other legal Actions**

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

12. **Validity**

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

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

13. The parties hereby sign this integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**BUYER**

Name of the Officer: \_\_\_\_\_

Designation: \_\_\_\_\_

**BIDDER**

Name of the Officer: \_\_\_\_\_

Designation: \_\_\_\_\_

**Witness**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Witness**

1. \_\_\_\_\_

2. \_\_\_\_\_

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