

**The Braithwaite Burn and Jessop Construction Company Limited
(A Govt. of India Enterprise)**

NIT/DGM(P-V)/FABRICATION/IRCON-KHARSIA/2147

DATE: 12.05.2017

Registered Office: 27, Rajendra Nath Mukherjee Road, Kolkata – 700 001, West Bengal.

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eTENDER NO.	eNIT/DGM(P-V)/FABRICATION/IRCON-KHARSIA/2147/37-2017	DATE	12.05.2017
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NOTICE INVITING eTENDER

Sealed Tenders are invited from reputed fabricators / Agencies for the following work:-

01.	NAME OF THE WORK	FABRICATION, SAND BLASTING, METALISING, PAINTING, TRIAL ASSEMBLING, DISMANTLING, STACKING, TRANSPORTATION TO SITE ETC. OF STEEL TRUSS GIRDERS FOR BRIDGE NO. 24 (SPAN 2X10X30.5M OWG), BRIDGE NO. 17 [SPAN 2 X (1x12M-PG + 9x30.5M-OWG + 1x12M PG)] AND BRIDGE NO. 6A (1X45.7M-OWG) AS PER RDSO APPROVED DRAWINGS INCLUDING FABRICATION OF ASSOCIATED COMPONENTS, COMPLETE TRIAL ASSEMBLY OF GIRDERS, DISMANTLING, STACKING, LOADING OF FINISHED FABRICATED GIRDER COMPONENTS, TRANSPORTING AND DELIVERY TO SITE NEAR KHARSIA TOWN, CHHATTISGARH.
02.	QUANTITY	AS PER BILL OF QUANTITY (BOQ)
03.	COMPLETION PERIOD	06 (SIX) MONTHS FOR THE ENTIRE WORK FROM THE DATE OF ACCEPTANCE OF LETTER OF INTENT (LOI) OR WORK ORDER, WHICHEVER IS EARLIER. DELIVERY WILL BE IN PHASES STARTING FROM AUGUST 2017 AS DETAILED IN THE DOCUMENT.
04.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	Rs.1,000/- (RUPEES ONE THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENT WITHOUT COST OF TENDER SHALL BE REJECTED. MSE UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD BE VALID ATLEAST UPTO TENDER OPENING TIME) FOR THE BOQ ITEMS ARE EXEMPTED FROM PROVIDING COST OF TENDER. COPY OF NSIC CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.
05.	EARNEST MONEY DEPOSIT (EMD)	Rs.2,50,000/- (RUPEES TWO LAKH FIFTY THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENT WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. EXISTING CONTRACTORS WORKING WITH BBJ MAY ADJUST THE EMD FROM THEIR PASSED BILLS LAYING WITH BBJ. MSE UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD VALID ATLEAST UPTO TENDER OPENING TIME) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING EMD. COPY OF NSIC CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED. FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER FINALIZATION OF ORDER, WITHOUT ANY INTEREST.

06.	SECURITY DEPOSIT	FOR SUCCESSFUL BIDDER, ABOVE EMD AMOUNT WILL BE CONVERTED INTO SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFULLY COMPLETION OF ENTIRE JOB, WITHOUT ANY INTEREST.	
07.	PERFORMANCE BANK GUARANTEE	<p>SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT A PERFORMANCE BANK GUARANTEE (FORMAT WILL BE PROVIDED LATER TO THE SUCCESSFUL BIDDER) AMOUNTING TO 10% (TEN PERCENT) OF THE TOTAL CONTRACT VALUE, ISSUED BY ANY NATIONALISED BANK OR SCHEDULED BANK WITHIN INDIA.</p> <p>THE PERFORMANCE BANK GUARANTEE SHALL REMAIN VALID UP TO THE END OF GUARANTEE PERIOD/DEFECT LIABILITY PERIOD OF 12 (TWELVE) MONTHS PLUS 30 (THIRTY) DAYS OF CLAIM PERIOD.</p>	
08.	MODE OF SUBMISSION OF eTENDER	<p>ONLINE THROUGH E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).</p> <p>A HARDCOPY OF THE UPLOADED BID SHALL HAVE TO BE SUBMITTED TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID.</p> <p>CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPPP AND BBJ'S WEBSITE.</p>	
09.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	13.05.2017
		DOCUMENT DOWNLOAD START DATE	13.05.2017 - 10:00 HRS
		START DATE OF UPLOADING OF BID DOCUMENT	22.05.2017 - 10:00 HRS
		END DATE FOR UPLOADING OF BID DOCUMENT	27.05.2017 - 18:00 HRS
		DATE OF OPENING OF TECHNICAL BID	29.05.2017 - 11:00 HRS
		DATE OF OPENING OF FINANCIAL BID	To be notified later

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INSTRUCTION TO BIDDERS

IB-1

1. Registration of Contractor

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

2. Digital Signature certificate (DSC)

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. Details are available at the web Site (<https://eprocure.gov.in/eprocure>) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.

3. SUBMISSION OF TENDER: ONLINE MODE IN CPPP'S PORTAL

Bids to be submitted online through e-Procurement system of Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure>). Hardcopy of the uploaded/submitted bid shall have to be submitted to our office physically along with the EMD, Tender cost & all other document. Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the Bill of Quantity should be properly filled in.

4. 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.

5. ELIGIBILITY CRITERIA

- a) Firms must have experience of **completion of one work of fabrication of welded steel truss bridge girder**, which includes **welding by SAW machine** and under strict quality procedure, during last 5 years.
- b) Girders should be got fabricated by a firm who has full fledged fabrication workshop and should have **valid certification of RDSO** for fabrication of girders. Firm should have valid certification of RDSO for fabrication of girders and have RDSO approved workshop.
- c) Bidder should be capable to submit **Rs.3.00 crore Bank Guarantee** from any Nationalised or scheduled bank within India for lifting of steel from BBJ within 7 (seven) days of receipt of our Letter of Intent (LoI). As a proof of bidder's capability to submit Rs. 3.00 crore Bank Guarantee, Bidder's Banker's certificate in ORIGINAL to be submitted with the techno-commercial bid. No bank guarantee from third party, other than Banker, will be acceptable.
- d) 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 fabrication work through an agreement. The partners of the said TIE-UP /MOU to be jointly or individually responsible for fulfilment of the contractual obligation.

6. SUBMISSION OF BID

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

INSTRUCTION TO BIDDERS

IB-2

c) **TECHNO-COMMERCIAL PART:**

Scanned copy of the EMD, Cost of Tender and other document, as stated below, are to be uploaded in CPPP's portal and hard copy of the same to be addressed to DGM(P-V) at BBJ's Head office in a sealed envelope, super scribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL PART:

- i) Bidder's **EXPERIENCE CERTIFICATE** pertaining to required job/similar nature of job as per Eligibility Criteria.
- ii) As a proof of bidder's capability to submit Rs. 3.00 crore Bank Guarantee, **Bidder's Banker's certificate in ORIGINAL** to be submitted with this part of the bid as mentioned in the Eligibility Criteria.
- iii) Other documents in support of Eligibility Criteria of this tender.
- iv) Signed copy of **PAN, Central Excise Duty, Central Sales Tax, VAT, Goods & Service Tax (GST) registration certificates.**
- v) Signed copy of **Provident Fund & Employees State Insurance (ESI) Registration Certificate.**
- vi) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) years ending as on 31.03.2016.
- vii) **Earnest Money Deposit (EMD) of Rs.2,50,000/-** (Rupees Two Lakh Fifty Thousand only) in the form of Demand Draft or Pay Order from any Nationalised or schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". For the case of successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till completion of entire job, without any interest.
- viii) **Cost of Tender (Non-refundable) of Rs.1,000/-** (Rupees One thousand only) in the form of Demand Draft or Pay Order from any Nationalised or schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata".
- ix) Downloaded Tender document (without quoting any price in Techno-commercial bid) duly signed with official stamp in each page.

d) **PRICE PART**

Properly filled up **BILL OF QUANTITIES (BOQ)** is to be uploaded in CPPP's website.

Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.

- e) The above two sealed envelope i.e. 'TECHNO-COMMERCIAL PART' and 'PRICE-PART' shall again to be put into another sealed envelope super scribing "TENDER NOTICE NO. / NAME OF WORK" to be addressed to DGM(P-V) at BBJ's Head office.

7. **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**). 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.**

INSTRUCTION TO BIDDERS

IB-3

8. All costs and expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
9. **No deviation to the tender conditions will be accepted. Conditional tenders may be rejected and no additional clause will be entertained.**
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 tenderer, whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers/bidders. In such case, L₁ (lowest) bidder will get at least 60% of the total quantity.
11. **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.
12. **Firm price order:** Price shall remain firm till completion of work as per order including modification thereof and no claim for variation in quantities, labour & materials prices etc will be entertained.
13. All duties (excluding excise which will be paid on production of documentary evidence), taxes, fees and other levies payable by the Sub-Contractor under the contract or any other cause shall be included in the quoted prices. Entry Tax on finished products, if any, will be borne by BBJ. GST, if applicable in future for this order, the same will also be dealt separately as per applicable act and rule.
14. **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.
15. **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 (**NIT**)
 - 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 (**GCC**)
 - 9) Relevant codes and Standards
 - 10) Drawings
 - 11) Bill of Quantities
16. **Drawing** is not attached with this tender document. Interested bidders may visit BBJ's Drawing Office on any working day i.e Monday to Friday & Saturday (only 1st, 3rd & 5th instant) from 10 A.M. to 1 P.M. and 2 P.M. to 5 P.M.) to study the drawings at 27, R. N. Mukherjee Road, Kolkata-700 001 till end date of uploading of online bid.

SCOPE OF WORKS

SOW-1

1. NAME OF WORK:

Transportation of structural steel from BBJ's Heavy Plant Yard (HPY), P-82 Taratola Road, Kolkata-700024 to fabricator's workshop, fabrication, trial assembly, sand/grit blasting, metallising, painting and transportation of finished fabricated girder components duly certified by IRCON and/or RDSO and/or any other authorised agency of IRCON to respective sites and all related allied works' as indicated elsewhere in this tender documents/ drawings.

Indicative 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.

Indicative scope of work: Fabrication, trial assembly, blasting, metallising, painting of 22 nos. 32.46m overall span as per RDSO drawing RDSO/B-17161 including lifting & transport of structural steel materials from our/SAIL yards and transport of finished products from fabricator's shop to site. Production to be carried out in phases @ approx. 6 (six) girders / 420MT per month.

NOTE:

- a) The RDSO drawing series as mentioned in this tender document may be changed by IRCON. 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 production indicated above may be modified by BBJ as per requirement of IRCON and no claim will be entertained on this account.

2. INSPECTION OF DRAWINGS BEFORE SUBMISSION OF TENDER:

Drawing is not attached with this tender document. Interested bidders may visit BBJ's Drawing Office at 27, R. N. Mukherjee Road, Kolkata-700 001 on any working day i.e Monday to Friday & Saturday (only 1st, 3rd & 5th instant) from 10 A.M. to 1 P.M. and 2 P.M. to 5 P.M.) to study the drawings, till end date of uploading of online bid.

BBJ reserves the right to alter / modify the drawing / specification to suit to their condition. If due to change in drawing / specification, there is any increase / decrease in items/quantities or both, payment will be made only for actual approved D.O.D.L /approved material list tonnage certified by IRCON and their authorized agency. However, the payment will be restricted to the tonnage as will be certified and paid to BBJ by IRCON.

3. BRIEF SCOPE OF WORK OF THE AGENCY:

The scope of work will include but not limited to the following and the quoted rate should take in to consideration of the following:

- a) Transportation of structural steel plates, sections, flats, paints, HSFG and/ or any other bolts etc of required quantity for successful completion of entire scope of permanent work only from BBJ's Heavy Plant Yard (HPY), P-82 Taratola Road, Kolkata-700024 to fabricator's workshop. In case BBJ delivers any part of the aforesaid materials to fabricator's workshop directly, actual cost and incidental cost of such transport incurred by BBJ will be recovered from any payment due to the fabricator against their bill and/or from security deposit and/or any guarantee submitted by the fabricator as per terms of order.
- b) Preparation of WPSS/ WPQR based on drawings issued by BBJ and getting approval from IRCON and/or RDSO and/or any other authorised agency of IRCON.
- c) Arranging Welders' qualification tests and necessary testing associated with them & get it approved by IRCON and/or RDSO and/or any other authorised agency of IRCON.

SCOPE OF WORKS

SOW-2

- d) Getting approval for brand and quality of consumables as per QAP from IRCON and/or RDSO and/or any other authorised agency of IRCON.
- e) Testing of all input items except raw steel materials will be responsibility of the Agency. If the material fails to meet the approved specifications, it will be The Agency's responsibility to arrange for proper replacement.
- f) A clear demarcated area (Fabrication Shop) will be identified and production for this job will be done in that area.
- g) Arranging accommodation and conveyance for your workmen and staff.
- h) Arranging Power and Water required for the job.
- i) For steel supplied by BBJ, if any, unloading the Raw materials with your own crane within a reasonable time.
- j) Making the necessary layouts, master plates, templates, jigs & fixtures to complete fabrication work by providing bushes, drifts etc. for drilling.
- k) All necessary drifts, nuts & service bolts for trial assembly.
- l) Necessary processing of raw materials including straightening & cleaning.
- m) Complete welding as per approved drawing and specification with marking for assembly.
- n) Testing of welded joints as per technical specification & QAP (latest editions) provided.
- o) Obtaining approval from IRCON and/or RDSO and/or any other authorised agency of IRCON for quality & workmanship of the material and fabricated structures will be responsibility of the fabrication agency.
- p) Any testing equipment, if required, will be arranged by the bidder.
- q) Trial assembly & dismantling.
- r) Fabrication and Metalising of components including sand/grit blasting and 3 coats of painting and getting them approved by RDSO/IRCON including their authorised agency.
- s) Loading the fabricated, metallised & painted components to trailer/truck with proper wooden platform/packing & tying arrangement for dispatch to site. Necessary trailer/truck shall be arranged by the agency for transporting and delivery to site.
- t) Making necessary arrangement at Fabrication Shop to ensure all safety and security of personnel/ agency authorised by BBJ/ IRCON, Plant & Machineries, materials etc.
- u) Arranging necessary inspection & testing and getting the subject work approved by IRCON/RDSO and / or their authorised agency.
- v) Only Steel, Paint, HSFG Bolts, if any, for permanent work will be supplied by BBJ. All Workshop structures, Labour, Plants & Machineries, handling equipments, welding consumable, cutting gases and other inputs, consumable etc. required for successful completion of the work will be supplied/ provided by fabrication agency/ fabricator/ sub-contractor.
- w) The bidder has to take care of any local, Regional, National level laws & orders issues at workshop for smooth functioning.
- x) Rate should also include cutting of plates to flats, unequal angles to equal angles, reducing length of leg of angle/ flange of channels etc.

SPECIAL CONDITION OF THE CONTRACT

SCC-1

1. TECHNICAL SPECIFICATION

The work should strictly be done in accordance with the relevant technical specification mentioned in this document as well as per relevant extracts from tender documents of IRCON with BBJ from page no. 114 to 160 and page no. 180 to 203.

Raw material, consumables, etc should be strictly as per relevant specification and as laid down in QAP and shall be used after approval of IRCON and/or RDSO and/or any other authorised agency of IRCON.

2. 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 IRCON and/or RDSO and/or any other authorised agency of IRCON. 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 IRCON and IRCON 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 bidder/fabricator's cost.

3. TESTING OF WELDING

Type of testing & frequency of testing will be as per the latest version of approved QAP / WPSS/ WPQR / technical specification etc. The Agency will bear all the cost towards testing. The testing & inspection percentage (for example RT/UT percentage) can vary to any extent. BBJ/ IRCON 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.

4. QUANTITY OF WORK TO EXECUTE

Total quantity of work as per Bill of Quantity (BOQ) can vary to any extent but the unit rate finalized will not change up to the completion of the project.

5. DURATION OF WORK

Time is the essence of this contract. Duration of work is **6(six) months** and the date of commencement will be considered the date of acceptance of Letter of Intent (LOI) or Work Order, whichever is earlier. Work has to be carried out in phases @ approx. 6 (six) girders/ 420MT per month.

NOTE:

- a) The RDSO drawing series as mentioned in this tender document may be changed by IRCON. 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 production indicated above may be modified by BBJ as per requirement of IRCON 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 from IRCON without L.D.

6. UNIT PRICE

Unit rate of the work will be per MT. Price shall be inclusive of material, mobilization, demobilization, manpower, consumables cost, all cost of infrastructure, water, electricity, plant & equipment, all charges towards labour and supervisory charges, transportation, tools

SPECIAL CONDITION OF THE CONTRACT

SCC-2

and tackles, consumables, POL, enabling & protection works, scaffolding, testing and all applicable Taxes & duties (excluding excise duty which will be paid separately on production of documentary evidence), 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. Entry Tax on finished products, if any, will be borne by BBJ. GST, if applicable in future for this order, the same will also be dealt separately as per applicable act and rule.

7. 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. TAXES & DUTIES

The price is inclusive of all taxes and duties (excluding excise duty which will be paid separately on production of documentary evidence) 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 & Work Contract tax (WCT) at prevailing rate shall be deducted from the bidder's bills. BBJ will issue necessary TDS certificate for such deductions. Entry Tax on finished products, if any, will be borne by BBJ.

GST, if applicable in future for this order, the same will also be dealt separately as per applicable act and rule.

9. SUBMISSION OF BILLS AND PAYMENTS

A Tax Invoice shall be submitted by the fabricator / bidder fortnightly on or before the date fixed by BBJ for all works executed in the period of the month. Payment will be released stage wise based on the fortnightly certified bill based on weight of fabricated girder components which will be adopted by IRCON shall be applicable to the fabricator also and after receipt of corresponding payment from IRCON by BBJ.

- a) **40% (forty)** of the accepted rate will be released after fabrication of bridge components in black condition complete in all respect as per approved drawing / material list / D.O.D.L. duly inspected by BBJ and IRCON and RDSO and/or their authorised agency but before receipt of I.C. from IRCON/ RDSO and / or their authorized agency.
- b) **50% (fifty)** of the accepted rate will be released after delivery of fabricated bridge components at site and receipt of I.C. from IRCON/RDSO and/or their authorized agency.
- c) **5% (five)** of the accepted rate will be released after erection.
- d) **Balance 5% (five)** of the accepted rate will be released after submission and approval of reconciliation statement of raw steel and return of surplus steel and scraps to BBJ's Heavy Plant Yard (HPY), P-82 Taratola Road, Kolkata-700024 or any other designated place. **However, the agency must submit part reconciliation statement after completion of the 50% of the scope of work.**
- e) Excise Duty shall be reimbursed to the fabricator/ bidder on actual after production of document. The fabricator/ bidder shall provide Excise Duty Gate Pass to BBJ for availing MODVAT / CENVAT and for that purpose the fabricator/ bidder shall inform BBJ all the excise details including ECC No. for incorporating in the Invoice/Challan of raw steel.

SPECIAL CONDITION OF THE CONTRACT

SCC-3

The amount payable to the fabricator/bidder against the final bill shall be released only on submission of the following document.

- i) 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.
- ii) Unconditional acceptance of the final bill and measurements entered therein
- iii) 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.
- iv) A Clearance Certificate from BBJ confirming no short-fall of any material issued to him for the purpose of the work.

10. FREE ISSUE AND RECONCILIATION OF RAW STEEL

Raw steel will be supplied by BBJ **against Bank Guarantee of equivalent value of steel** as the work will be carried out at sub-contractor/fabricator's premises.

Successful bidder should submit Rs3crore bank guarantee issued by any Nationalised or schedule Bank within 7 (seven) days of receipt of LOI and prior to start of lifting of steel materials, otherwise LOI shall stand cancelled and EMD amount will be forfeited.

The Agency/ fabricator/sub-contractor will transport structural steel plates, sections, flats, etc of required quantity for successful completion of entire scope of permanent work only from BBJ's Heavy Plant Yard (HPY), P-82, Taratola Road, Kolkata - 700 024 to fabricator's workshop.

In case BBJ delivers any part of the aforesaid materials to fabricator's workshop directly, actual cost and incidental cost of such transport incurred by BBJ will be recovered from any payment due to the fabricator against their bill and/or from security deposit and/or any guarantee submitted by the fabricator as per terms of order.

Safe keeping of raw steel materials will be fabricator's responsibility.

a) **Wastage:** 1.5% 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 of girders + 1.5% of Material List weight of girders as irrecoverable wastage	Quantity of steel to be returned by fabricator to BBJ
(a)	(b)	(c)	(d) = (b) - (c)

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 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 and transportation cost thereof.

SPECIAL CONDITION OF THE CONTRACT

SCC-4

Bidder should visit following sites near Kharsia before quoting the rate for assessment of accessibility to bridge points for delivery of finished girder components.

a) BBJ's Bridge site for Bridge No. 24

Village: Pusalda, P.O. & P.S.: Chhal, District: Raigarh, Chhattisgarh, Chhal S.O. – 496665

b) BBJ Bridge site for Br no 17

Village: Navrangepure, Near Dhonga Ghat, Thana: Kharsia, District: Raigarh, Chhattisgarh - 496661

11. PERFORMANCE BANK GUARANTEE (PBG)

- a) As security for proper and faithful fulfillment of the obligation under the order, the successful bidder is required to submit Performance Bank Guarantee (PBG) (format to be given later to the successful bidders) within 15 days of receipt of Letter of Intent (Lol) or Purchase Order, whichever is earlier, **for an amount equivalent to 10% (ten percent) of the total contract value** (inclusive of all taxes & duties) in form of irrevocable Bank Guarantee issued by any Nationalized Bank or Scheduled Bank (Format will be provided to the successful bidder) and will be **valid up to the end of Defect Liability Period** (as mentioned in clause no. 15) plus 30 days of claim period.
- b) Value of PBG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease) of contract value. 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 contractor.
- c) **Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed.** The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- d) **BBJ will encash the Performance Bank Guarantee in the event of:**
 - i) Failure by the contractor to extend the validity of the Performance Guarantee as per requirement of contract, in which event BBJ may claim the full amount of the Performance Guarantee.
 - ii) Failure by the contractor to pay BBJ any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the contract, within 30 days of the service of notice to this effect by BBJ.
 - iii) Being determined or rescinded under any provision of the contract, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of BBJ.

12. WORKING HOURS

The fabricator/sub-contractor has to work for 24 hrs to achieve the target. Adequate staff, supervisors, operators shall be provided by the fabricator/sub-contractor at his own cost. The fabricator/sub-contractor will take care of all local, Regional, National level issues and environment for the work shop.

13. WATCH & WARD

The fabricator/sub-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. BBJ shall not be liable for the loss or damage of any of the fabricator/sub-contractor's equipment, machineries and temporary works.

SPECIAL CONDITION OF THE CONTRACT

SCC-5

14. INSURANCE

- a) The sub-contractor 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 IRCON if such loss or damages have occurred due to The Agency's work.
- b) The sub-contractor 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.
- c) The sub-contractor shall secure insurance for the Plant and machinery deployed under Construction Plant and Machinery Policy and submit the copy of the policy to BBJ/ IRCON prior to commencement of the work.
- d) Group Personnel accident Insurance covering The sub-contractor's employees will be arranged by The Agency.
- e) 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.

15. DEFECT LIABILITY PERIOD

The Sub-Contractor 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 is not performed as intended or proved defective **within a period of 12 (twelve) months from the date of receipt of last consignment of fabricated component at site**, the work shall upon notification of deficiency/ defect be promptly rectified by the Sub-contractor to the satisfaction of IRCON and/or RDSO and/or any other Inspection Agency appointed by IRCON without any delay and at no extra cost to BBJ.

If the Sub-contractor fails to effect proper replacement within a reasonable time of receipt of BBJ's notification to this effect, BBJ shall be free to take such corrective action at the Sub-Contractor's risk and cost.

16. WORKMEN COMPENSATION INSURANCE

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

17. PROVIDENT FUND

The Sub-contractor will be required to cover all their workmen engaged by them under provident fund (P.F.) from the commencement of the work. The Sub-contractor 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.

18. STATUTORY COMPLIANCE

The Sub-contractor 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, E.S.I. Act, P.F. Acts, Industrial Safety regulations, laws pertaining to use/storage of explosives for the work. The Sub-contractor shall submit to BBJ the required documents as a proof.

19. DOCUMENTATIONS

The Sub-Contractor 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.

20. CONFIDENTIALITY OF DOCUMENTS

The Sub-contractor shall treat all documents, specifications, drawings and contents therein as private and confidential.

SPECIAL CONDITION OF THE CONTRACT

SCC-6

21. 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 Sub-contractor directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ/ IRCO

22. INSPECTION OF WORKS

BBJ/ IRCON's/RDSO'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 Sub-contractor shall afford or provide for Engineer-In-Charge every facility and assistance to carry out such inspection The Sub-contractor 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 Sub-contractor's representative duly accredited in writing, be present for the purpose.

23. ORGANIZATION CHART

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

24. SAFETY AND ENVIRONMENT AT SITE

- a) The Sub-contractor 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 Sub-contractor's workmen, will be viewed seriously and penalty for the same will be levied on the Sub-contractor for such unsafe actions.
- b) The Sub-contractor will be responsible for the safety of their staff and employees of other agencies working in The Sub-contractor's area of operation.
- c) The Sub-contractor shall delegate the responsibility of implementation of safety rules to one of The Sub-contractor's staff.
- d) All safety appliances required like safety helmets, safety belts, shoes, retro reflective jackets and other Safety PPE, etc., shall be arranged by The Sub-contractor at The Sub-contractor's cost.
- e) 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 Sub-contractor on chargeable basis on actual plus 20 % over head charges.
- f) The Sub-contractor'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.
- g) Night working: Utmost care shall be taken during night operations with proper illuminations and safety.

25. GENERAL: The Work Order shall be deemed to be effective only after The Agency

- Submits Performance Guarantee
- Submits bank guarantee of Rs. 3.00 crore for lifting of steel within 7 days of the LOI from any Nationalised / scheduled bank within India. In case of non-compliance LOI shall stand cancelled and EMD will be forfeited.
- Submits Factory License
- 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

SPECIAL CONDITION OF THE CONTRACT

SCC-7

26. LIQUIDATED DAMAGES

- 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 contractor fails to complete the works within the time as specified in the contract for the reasons not attributable to the contractor, BBJ may, if satisfied, allow the contractor to complete the work for further extension of time without imposing LD.
- c) If the contractor fails to complete the works within the time as specified in the contract for the reasons attributable to the contractor, BBJ allow, if satisfied that the works can be completed within reasonable short time thereafter, the contractor for further extension of time. On such extension, BBJ will recover from the bills of contractor, as agreed damages, **a sum equivalent to ½ (half) of 1% of the contract value per week 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 **10% for contract value upto 2 (two) lakh and 5% for contract value above 2 (two) lakh**.
- 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 Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, BBJ shall be entitled to encash the contractor's Security Deposit and Performance guarantee and also rescind the contract, whether or not actual damage is caused by such default.

27. TERMINATION OF CONTRACT

In the event the sub-contractor's progress is consistently found to be below the accepted pace based on the program as indicated in clause no. 5 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.

28. RESOLUTION OF DISPUTES AND ARBITRATION

- a) In the case of dispute arising between the Employer and 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 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 the rules there under and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings;

SPECIAL CONDITION OF THE CONTRACT

SCC-8

- 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 Secretary General of the Permanent Court of Arbitration, the Hague or The President, Institution of Permanent Way Engineers, India, New Delhi shall appoint the Arbitrator. A certified copy of the Secretary General's order or 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 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.

29. NON SCHEDULE ITEM OF WORK

Settlement of rate of extra item(s) of work which is/are not covered by the schedule:-

The Successful bidder shall notify any extra item(s) of work to BBJ immediately after he comes across the same during execution of work and submit rate for the same. Based on merit, BBJ shall take up with IRCON for settlement of rate of extra item(s) of work. If IRCON admits the said extra item(s) of work and settle the rate thereof then BBJ shall also admit the said extra item of work for sub-contractor and pass on 90% of the rate settled by IRCON.

PRE CONTRACT INTEGRITY PACT

PCIP-1

General

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

WHEREAS the BUYER proposes to execute for this eNIT 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.

PRE CONTRACT INTEGRITY PACT

PCIP-2

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.

PRE CONTRACT INTEGRITY PACT

PCIP-3

- 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 the Companies Act 2013.
- 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 Deposit (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) as Earnest Money /security Deposit, with the BUYER through any of the following instruments :
- (i) 'Demand Draft' or 'Pay Order' in favour of "The Braithwaite Burn and Jessop Construction Company Limited." payable at "Kolkata".
 - (ii) A confirmed guarantee by an Indian Nationalised/Schedule 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.
- 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 Work 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.

PRE CONTRACT INTEGRITY PACT

PCIP-4

- (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 sub-systems 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.

PRE CONTRACT INTEGRITY PACT

PCIP-5

- 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 amongst all 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 5 (five) years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the reminder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
13. The parties hereby sign this integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer: _____

CHIEF EXECUTIVE OFFICER

Designation: _____

Witness

Witness

1. _____

1. _____

2. _____

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.**

ANNEXURE - I

LIST OF DEVIATIONS

SL. NO.	BBJ'S eTENDER CLAUSE NO.	BIDDER'S DEVIATED CONDITIONS
(1)	(2)	(3)
1.		<u>NIL</u>
2.		
3.		
4.		
5.		

FORMAT

CERTIFICATE

(TO BE SUBMITTED ON SUB-CONTRACTOR'S LETTER HEAD)

REF.:

DATE:

SUB: DEPLOYMENT OF WORKMEN FOR FABRICATION WORK
OF IRCON-KHARSIA PROJECT AT CHHATTISGARH STATE

REF.: **BBJ WORK ORDER NO. DATED/...../2017**

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 CHHATTISGARH.

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

(Authorized Signatory)

Signature with Office Seal

CHECK LIST

ANNEXURE-III

SL. NO.	DESCRIPTION	REMARKS	DOCUMENTS ATTACHED BY THE BIDDER
1.	TECHNO-COMMERCIL BID		
a)	The Tender shall be signed by the person legally authorized to enter into commitment on behalf of the Tenderer.	A Letter/Power of Attorney/ Affidavit to effect this need to be submitted by the bidder.	
b)	Cost of Tender Document of Rs.1,000.00	Original Demand Draft / Pay order to be attached.	
c)	Earnest Money Deposit (EMD) of Rs.2,50,000.00	Original Demand Draft / Pay order to be attached.	
d)	Submission of downloaded Tender document duly signed and sealed in each page.	All the pages of tender documents to be signed & sealed with company' seal.	
e)	Documents as ELIGIBILITY CRITERIA mentioned in Clause No. 5 at IB-1 above.	All the documents to be signed with official stamp.	
f)	Copy of letter/certification/ document received from RDSO / RAILWAY authority for granting permission for fabrication work into sub-contractor's workshop	All the documents to be signed with official stamp.	
g)	Copy of PAN No.	All the documents to be signed with official stamp.	
h)	Copy of VAT registration NO.		
i)	Copy of CST registration No.		
j)	Copy of Excise & Service Tax registration certificate		
k)	Copy of Provident Fund (P.F.) registration certificate.		
l)	Copy of E.S.I. registration certificate		
m)	Copy of Audited Annual Accounts for last 3 years ending 31.03.2016.		Duly signed by Chartered Accountant in Annual Accounts with official stamp.
n)	LIST OF DEVIATIONS duly filled as per BBJ's format.	"NIL" LIST OF DEVIATIONS duly signed with official stamp.	
o)	Banker's certificate in ORIGINAL proving capability to submit of PBG of Rs. 3.00 crore within 7 (seven) days of receipt of our Lol	Duly signed with official stamp	
2.	PRICE BID		
a)	Properly filled up BILL OF QUANTITY (BOQ) to be uploaded in CPPP's website.	Original BOQ-1 duly signed and sealed	

NOTE: Scanned copy of the above document duly signed with official stamp in each page are to be uploaded in CPPP portal (<https://eprocure.gov.in/eprocure>.) and hard copies of all document incl. physical instrument as EMD & Cost of Tender in original o be sent to DGM(P-V), The BBJ Construction Company Ltd. 27, R N Mukherjee Road, Kolkata – 700 001 before the opening date of etender as per instruction given in clause No. 6 of Instruction to Bidder section.

Note to Bill of Quantity (BOQ):-

1. All Plants & Machineries, handling equipments, welding consumable, cutting gases and other inputs etc. required for the work would be arranged by the sub-contractor.
2. BBJ will provide free of cost Steel, Paints, HSFG & other bolts for permanent works at their Heavy Plant Yard (HPY) at P-82 Taratola Road, Kolkata-700024. The sub-contractor/fabricator need to transport the same to their workshop at their own cost.

In case BBJ delivers the structural steel raw materials to fabricator's workshop directly, actual cost of such transport incurred by BBJ will be recovered from any payment due to the fabricator against their bill or from security deposit or any guarantee submitted by the fabricator as per terms of order.

The quoted rate quoted should take care of this.

3. The RDSO drawing series as mentioned in this tender document may be changed by IRCON. 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.
4. 45.7m may be substituted and fabricating agency has to fabricate the new girder at the same rate, terms and conditions without any other claim towards this change.
5. 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 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 and transportation cost thereof.
6. Bidder should visit sites near Kharsia, Chhattisgarh before quoting the rate for assessment of accessibility to bridge points for delivery of finished girder components.

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1.0	DEFINITION: In the contract, as defined under, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:-
i)	“OWNER” shall mean the Authority through whom the project is being financed.
ii)	The “ACCEPTING AUTHORITY” shall mean the CHAIRMAN & MANAGING DIRECTOR, BBJ, 27, R. N MUKHERJEE ROAD, KOLKATA – 700 001.
iii)	“OWNER”/ “CLIENT” / “PRINCIPAL CONTRACTOR” / “IRCON” means IRCON International Limited.
iv)	The “SUB-CONTRACTOR”/“AGENCY”/“FABRICATOR”/“FABRICATION AGENCY shall mean individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives or such individual or persons composing such firm or unincorporated company, or successors of such individual, firm or company, as the case may be and permitted assigns of such individual or firm or company. The “SUB-CONTRACTOR”/“AGENCY”/“FABRICATOR”/“FABRICATION AGENCY to be selected by means of BBJ’s Notice Inviting eTender (eNIT) i.e this e-tender document and acceptance of LOI/Work order thereof and the formal agreement of execution of work between BBJ and Sub-Contractor together with all documents referred to therein including all applicable conditions with appendices and any schedule of items, quantities and rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
v)	The “TENDER DOCUMENT” means the form of etender, the applicable clause, schedule and/or additional conditions, the conditions and the specifications and /or drawings as referred to in the tender documents and as may be referred for the execution of works.
vi)	The “Works” shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extras of additional, altered or substituted works or temporary and urgent works as required for performance of the Sub-Contractor.
vii)	The “SUB-CONTRACT VALUE” shall mean the cost of works shown in the schedule of quantities / Bill of quantity (BOQ) arrived on the basis of item rate quoted & acceptable to BBJ by the bidder for various items.
viii)	A “DAY” shall mean a day of 24 hours starting from midnight to midnight irrespective of the number of hours worked in the day.
ix)	“ENGINEER-IN-CHARGE” or “SITE-IN-CHARGE” shall mean the Engineering Officer appointed by BBJ or his duly authorized representative who shall direct, supervise and be In-Charge of the works for purposes of this contract.
x)	“FORCE MAJEURE” shall mean War, Invasion, Revolution, Riots, Sabotage, Lockouts, Strikes, work shutdowns imposed by Government Acts or Legislature or other authorities, Act of God, Epidemics, Fires, Earth-Quakes, Floods, Explosions or any other acts or events whatsoever which are beyond the control of the Sub-Contractor and which shall directly or indirectly prevent the execution of work within the time specified in the agreement.
xi)	“SCHEDULE(S)” referred to in these condition shall mean the relevant schedule(s) of work and quantity annexed to the tender document by BBJ or the standard schedule of rates prescribed by BBJ and the amendments thereto issued from time to time.
xii)	The “SITE” shall mean the lands and/or other places on/under/in or through which the work is to be executed under the contract including any other lands or places provided by BBJ for the purpose of execution of the contract.
xiii)	“TEMPORARY WORKS” shall mean all the temporary works of every kind required for the execution, completion or maintenance of the work.
xiv)	“URGENT WORKS” shall mean any urgent measures which in the opinion of the Engineer-In-Charge, becomes necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.

GENERAL CONDITION OF THE CONTRACT

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xv)	A “WEEK” shall mean seven days without regard to the number of hours worked in any day in that week.
xvi)	“APPROVED” and “DIRECTED” means the approval or direction of the Chairman & Managing Director (CMD), BBJ or the person authorized by him for the particular purpose.
xvii)	The “DATE OF COMPLETION” is the date or dates for completion of the work or any part of the works set out in or ascertained in accordance with the individual work order and the tender documents or any subsequent agreed agreement thereto.
xviii)	“SPECIFICATION” shall mean the specifications for materials of work in the special condition or in drawings. “Drawings” shall mean the maps, drawings, plans and tracings or prints thereof annexed to the contract and shall include any modification of such drawings and further drawings as may be issued by the Engineer-In-Charge from time to time.
xix)	“CONSTRUCTIONAL PLANT” shall mean all appliances or items of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as mentioned in the tender document) but does not include materials or other things intended to form or forming part of the permanent work.
xx)	“PERIOD OF MAINTENANCE” shall mean the specified period of 12 (Twelve) months maintenance from the date of completion of the Works certified by the Engineer-In-Charge.
xxi)	Words importing the singular number shall also include the plural and vice-versa where the context requires.
xxii)	The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
xxiii)	“COST”- The word cost shall be deemed to include all costs related to establishment, labour, material, transport, all taxes & duties and levies etc. applicable to execution the entire job;
2.0	<u>EXPERIENCE CRITERIA:</u> The bidder must have adequate past experience of work of similar nature as defined in Instruction to Bidder, the documentary evidence of which need to be furnished.
3.0	<u>SUBMISSION OF BID:</u> Bids to be submitted online in CPPP’s website in a two bid system:
i)	<u>TECHNO-COMMERCIAL BID:</u> Scanned copy of the EMD, Cost of Tender and other document, as stated in Instruction to Bidder section of this eNIT, are to be uploaded in CPPP portal (https:// eprocure.gov.in/eprocure) and hard copies of all document including physical instrument (EMD & Cost of Tender in original) are required to put into a sealed envelope super scribing “TENDER NOTICE NO.” and “TECHNO-COMMERCIAL PART” and addressed to DGM (P-V), The Braithwaite Burn & Jessop Construction Company Limited.
ii)	<u>PRICE BID:</u> Properly filled up Schedule of Rate / BILL OF QUANTITIES (BOQ) is to be uploaded in CPPP website and hard copy of the same put into a separate sealed envelope duly signed with official stamp to be send to BBJ’s Office, super scribing “TENDER NOTICE NO.” and “PRICE PART” and sent to DGM (P-V), The Braithwaite Burn & Jessop Construction Company Limited. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ. All applicable duties, taxes, fees and other levies payable by the Sub-Contractor under the contract or any other cause shall be included in the quoted prices.
4.0	BBJ reserve the right to accept or reject any tender either wholly or partly or to distribute the work among more than one bidders without assigning any reason whatsoever.

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5.0	<u>EXECUTION OF WORK:</u>
a)	<u>SUB-CONTRACTOR'S UNDERSTANDING:</u> It is understood and agreed that the Sub-Contractor has by careful examination, satisfied as to the nature and location of the work, the configuration of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment as facilities needed preliminary to and during the execution of the works, the general and local conditions, availability of materials, the labour conditions prevailing therein and all other matters which can in any case affect the work under the contract.
b)	<u>COMMENCEMENT OF WORK:</u>
i)	The date of commencement will be considered from the date of issue of LOI/Date of issue of 1 st Set of detail drawings/ date of issue of 1 st lot of steel whichever is earlier. If the Sub-Contractor commits default in commencing execution of the work as aforesaid, BBJ shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money Deposit (EMD), Performance Guarantee and any other dues belongs to them absolutely.
ii)	No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or delay in according sanction to estimates or drawings etc. or issuing drawings.
c)	<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, subject to getting approval of the same from the principal client. If there is sufficient cause, BBJ may grant extension of the date of completion suitably. Such circumstance, shall in no way affect or vitiate the contract or alter the character thereof, or entitle the Sub-Contractor to damages or compensation there for except as provided for in this contract.
ii)	BBJ reserves the right to split the total quantity of work as mentioned in the BOQ among 2 (two) or more sub-contractors depending on the situation. The sub-contractor cannot object or be entitled to any claim in the event of reduction in the actual quantity.
iii)	In the event of any reduction in the quantity or omission of any item in the BOQ to be executed for any reasons whatsoever, the sub-contractor shall not be entitled to any compensation, but shall be paid only for the actual amount of work done.
iv)	The unit rate quoted by the bidder will stand unchanged, in case of variation (+/-) of quantities up to any extent.
v)	The quantities of each item of work furnished in BOQ are approximate and are intended for the guidance of bidder / sub-contractors. In actual execution of work, there may be some increase in the quantities specified, such variation shall in no degree effect the validity of the contract and it shall be performed by the Sub-Contractor and be subject to the same conditions, stipulations and obligations originally and expressly included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted BOQ rates.

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g)	<p><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 inspect or report shall constitute an acceptance of the other Sub-Contractor's work. However, for defect/s, which may develop in the other Sub-Contractor's work after the execution of his work, he will be not responsible.</p>
h)	<p><u>INSTRUCTIONS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE:</u> Any instructions or approval given by the Engineer-in-Charge's representative to the Sub-Contractor in connection with the work shall bind to the Sub-Contractor as though it had been given by the Engineer-In-Charge provided as follows:-</p>
i)	<p>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.</p>
ii)	<p>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.</p>
i)	<p><u>ADHERENCE TO SPECIFICATION AND DRAWINGS:</u> The whole of the works shall be executed in conformity with the specifications and drawings. If the Sub-Contractor performs any work in a manner contrary to the specifications or drawings or both without obtaining the approval of the Engineer-In-Charge, he shall bear all the consequences and costs arising or ensuing there from and shall be responsible for all loss to BBJ and their client.</p>
j)	<p><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.</p>
k)	<p><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 for other works and with the exception of the signed contract, shall be returned by the Sub-Contractor to BBJ on completion of the works or termination of the contract.</p>
l)	<p><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 Engineer-In-Charge and/or the authorised representative of the Engineer-In-Charge shall have free access to the said sheds, storehouse and yards at any time for the purpose of inspecting the stock of materials and plant so kept in hand and any materials or plant which the Engineer-In-Charge may object to shall not be brought upon or used in works, but shall be forthwith removed from the sheds, storehouses or yards by the Sub-Contractor. The Sub-Contractor shall at his own expense provide and maintain suitable mortar mills, soaking vats steel treatment bath or any other equipment necessary for the execution of the work.</p>

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m)	<p><u>PROVISION OF EFFICIENT AND COMPETENT STAFF/SUPERVISOR/WORKMEN:</u> The Sub-Contractor shall place and keep on the works at all times efficient and competent staff/supervisor to give necessary directions to his workmen and to see that they execute their work in sound and proper manner. The Sub-Contractor shall employ only such supervisors, workmen and labours, in or about the execution of any of the works are careful and skilled in their various trades and callings. The Sub-Contractor shall at once remove from the works any agent, supervisor, workmen or labourer who shall be objected to by the Engineer-In-Charge and if and whenever required by the Engineer-In-Charge, he shall submit correct return showing the names of all staff, supervisor and workmen as necessary for the proper completion of the works within the time prescribed. The Sub-Contractor shall forthwith on receiving intimation to this effect take on the additional number of staff and labour specified by the Engineer-In-Charge within seven days of being so required and failure on the part of the Sub-Contractor to comply with such instruction will entitle the BBJ to rescind the Sub-Contractor under these conditions.</p>
n)	<p><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, instructions and drawings as may be found requisite to be given during the carrying out of the works to the entire satisfaction of the Engineer-In-Charge according to the instruction and direction which the Sub-Contractor may receive time to time from the Engineer-In-Charge. The material may be subjected to test by means of such machines, instruments and appliances as the Engineer-In-Charge may direct and wholly at the expense of the Sub-Contractor.</p>
o)	<p><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 --</p>
i)	<p>the removal from the site within the time specified of any materials which in his opinion are not in accordance with the specifications or drawing.</p>
ii)	<p>the use of proper and suitable substitute materials in place of specified material removed if the same is not easily available or the substitute material is better;</p>
iii)	<p>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.</p>
iv)	<p>in case of default on the part of the Sub-Contractor in carrying out such order BBJ shall be entitled to rescind the contract under these conditions.</p>
p)	<p><u>FACILITIES FOR INSPECTION:</u> The Sub-Contractor shall afford the Engineer-In-Charge and/or the Engineer-In-Charge’s representative and any other authorised representative of Principal clients every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labours, materials, plants, ladders, pumps, appliances and things of every kind for this purpose and the Engineer and/or the representative shall at all times have free access to every part of the works and to all places at which materials for the work are stored or being prepared.</p>
q)	<p><u>EXAMINATION OF WORKS: (BEFORE COVERING UP)</u> The Sub-Contractor shall give seven (7) days notice to the Engineer-In-Charge or the Engineer-In-Charge’s representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurement in order that the work may be inspected or that correct dimensions may be taken before being so covered placed beyond the reach of measurement in default whereof the same shall, at the opinion of the Engineer-In-Charge or the Engineer-In-Charge’s representative, be uncovered and measured at the Sub-Contractor’s expense or no payment shall be made for such work or materials.</p>

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r)	<p><u>TEMPORARY WORKS:</u> All temporary works necessary for the project execution of the works shall be provided and maintained by the Sub-Contractor and subject to the consent of the Engineer-In-Charge shall be removed by him at his expense when they are no longer required and in such manner as the Engineer-In-Charge shall direct. In the event of failure on the part of the Sub-Contractor to remove the temporary works, the Engineer-In-Charge will cause them to be removed and the cost as increased by supervision and other incidental charges shall be recovered from the Sub-Contractor. If temporary huts are provided by the Sub-Contractor on the land owned by client for labour engaged by him for the execution of the works, the Sub-Contractor shall arrange for handing over vacant possession of the said land after the work is completed, if the Sub-Contractor's labour refuse to vacate and have to be erected by client, the expenses incurred by BBJ in connection therewith shall be borne by the Sub-Contractor. The Sub-Contractor shall, not construct any hutment in the client's / Government's land without the written approval of the Competent Authority.</p>
s)	<p><u>RATES FOR ITEM OF WORKS:</u> The rates entered in the accepted schedule of rates/ Bill of quantity of the contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of contract and the specification and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered by the Engineer-In-Charge and as required without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour supply, including full freight of materials of stores, patterns, profiles, moulds, fitting, scaffoldings, shoring props, timber, machinery, derricks, trucks, ropes, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plants or materials as may be specified in the contract to be supplied to the Sub-Contractor by BBJ, the erections, maintenance and removal of all temporary works and buildings and also the following:-</p>
i)	All watching, lighting, bailing, pumping and draining.
ii)	All prevention of or compensation for trespass.
iii)	All barriers and arrangements for the safety of the public or employees during the execution of works.
iv)	All sanitary and medical arrangements for labour camps as may be prescribed by the BBJ the setting of all work and of the construction, repair and upkeep of centre lines, bench marks and level pegs thereon site clearance.
v)	Cost of testing of materials supplied by the Sub-Contractor and provision of testing facilities for the compaction of soil, if required.
u)	<p><u>HANDING OVER OF WORKS:</u> The Sub-Contractors shall be bound to handover the works executed under the contract to BBJ or any other authority so authorised by BBJ, complete in all respect to the satisfaction of the Engineer-In-Charge. The Engineer-In-Charge shall determine, from time to time, the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer-In-Charge shall determine from time to time the date on which any particular section of the work shall have been completed, and the Sub-Contractor shall be bound to observe any such determination of the Engineer-In-Charge.</p>
v)	<p><u>CLEARANCE OF SITE ON COMPLETION:</u> On the completion of the works, the Sub-Contractor shall clear away and remove from the site all construction plants surplus materials rubbish and temporary works of every kind and leave the whole of the site and works clean to the satisfaction of the Engineer-In-Charge. No final payment in settlement of the account of the work shall be made to the Sub-Contractor till that period in addition to any other condition necessary for such final payment, site clearance shall have been effected by him, and such clearance may be made by the Engineer-In-Charge at the expense of the Sub-Contractor in the event of his failure to comply with this provision within seven days after receiving notice to that effect. Should it become necessary for the Engineer-In-Charge to have the site cleared at the expense of the Sub-Contractor, then BBJ shall not be liable for any loss or damage to such of</p>

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v)	the Sub-Contractor's property as may be on site due to such removal there from, which removal may be effected by means of public sale of such materials and property or in such a way as deemed fit and convenient to the Engineer-In-Charge.
w)	<p><u>QUANTITIES IN SCHEDULE ANNEXED TO SUB-CONTRACT:</u> The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual correct quantities of work to be executed by the Sub-Contractor in fulfilment of his obligation under the Sub-contract. However, BBJ reserves the right to reduce the quantity and in that event the agency will not have any claim for such reduction.</p>
x)	<p><u>MEASUREMENT OF WORKS:</u> The Sub-Contractor shall be paid for the works executed in the accepted schedule of rates and according to the terms of payment of the contracts or the measurements taken by the Engineer-In-Charge or Engineer-In-Charge's representative in accordance with the relevant Indian Standard Specification Code of practice. Such measurement will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer-In-Charge shall be proper having regard to the progress of the works. The date and time on which the "On-Account" or final measurement are to be made shall be communicated to the Sub-Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer-In-Charge or Engineer-In-Charge's representative) recorded in the official measurement book as an acknowledgement of his acceptance of the accuracy of the measurement. Failing the Sub-Contractor's attendance the work may be measured up in his absence and such measurements shall notwithstanding such absence, be binding upon the Sub-Contractor whether or not he shall have the measurement book.</p>
y)	<p><u>MAINTENANCE OF WORKS:</u> The Sub-Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the contract and after the date of passing of the certificate of completion by the Engineer-In-Charge or any other earlier date subsequent to the completion of the work that may be fixed by the Engineer-In-Charge be responsible for and effectually maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer-In-Charge shall require, any damage or defect that may, during the above period, arise in or be discovered or be in any way connected with the works and the Sub-Contractor shall be liable for and shall pay and make good to the BBJ or other persons legally entitled thereto whenever required by the Engineer-In-Charge so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or in consequence of the operations of the Sub-Contractor of his failure in any respect.</p>
z)	<p><u>CERTIFICATE OF COMPLETION OF WORK:</u> As soon as in the opinion of the Engineer-In-Charge the works shall have been substantially completed and shall have satisfactorily passed any final test or tests that may be prescribed, the Engineer-In-Charge shall issue a certificate of completion in respect of the works and the period of maintenance of the works shall commence from the date of such certificate.</p>
aa)	<p><u>SUB-CONTRACTOR NOT ABSOLVED BY COMPLETION CERTIFICATE:</u> The certificate of completion with respect of the works referred to above Sub-Clause shall not absolve the Sub-Contractor from his liability to make good any defects, imperfections, shrinkage of faults which may appear during the period of maintenance arising in the opinion of the Engineer-In-Charge for materials or workmanship not in accordance with the drawings or specifications or construction defects. All such defects need to be amended and made good by the Sub-Contractor at his own cost and in case of default on the part of the Sub-Contractor, the Engineer-In-Charge may employ labour and materials, or appoint another Sub-Contractor to amend and make good such defects, imperfections, shrinkage and faults and all expenses consequent thereon and incidental thereto shall be borne by the Sub-Contractor and shall be recoverable from any money due to him under the contract.</p>

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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, the Sub-Contractor 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 which is approved and passed by the Engineer-In-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Sub-Contractor. All such intermediate payments shall be regard as payments by way of advance against the final payments only and not as payments as work actually done and completed and shall not preclude the Engineer-In-Charge from requiring bad, unsound, imperfect or unskillful work to be dismantled and removed from the site and reconstructed or re-erected as per specifications. No payment shall be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim, nor shall it conclude determine or affect in any way the powers of the Engineer-In-Charge as to the final settlement and adjustment of the contract. The final bill shall be submitted by the Sub-Contractor within one month of the date of the completion of work. The certificate of the Engineer-In-Charge of the measurement value of the total amount payable for the work shall be final and binding on all parties.
11.0	<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 to any deduction which may be made under agreement and subject to the Sub-Contractor having delivered to the Engineer-In-Charge a full account in detail of all claims he may have or BBJ in respect of the works or having delivered a “No Claim” certificate and the Engineer-In-Charge after the receipt of such account, will give a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the contract have been completed, that they have been inspected by him since their completion and bound to be in good and substantial order that all properties and the things removed during execution of the work, have been properly replaced and made good all expenses and demands incurred by or made upon or in the respect of damage or loss by, from or in consequence of the woks have been satisfied, agreeable and in conformity with the contract.

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12.0	<p><u>TAXES, DUTIES AND OCTROI ETC.</u> The Sub-Contractor agree to and hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi etc., now or hereafter imposed, increased, or modified, and all the sales tax, from time to time in respect of works and materials and all contributions and taxes for employment compensation, insurance and also age pension or annuities now or thereafter imposed on Central or State Government authorities which are imposed with respect to or covered by the wages / salaries or other compensations paid to the persons employed by the Sub-Contractor and the Sub-Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the labour law or any other law effecting employer-employee relationship and the Sub-Contractor further agreed to comply and to secure the compliance of all other Sub-Contractor with all applicable Central, State, Municipal or local laws and regulations and requirements of the Central, any State or Local Government agency or authority. Sub-Contractor further agreed to defend, indemnify and hold owner harmless from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any violation or requirements and also from all claim, suit of proceeding that may be brought against the owner arising under, growing out of or by reason of the work provided for by this Contract, by third parties, or Central or State Government authority or any other Sub-division thereof.</p>
13.0	<p><u>DEDUCTION OF INCOME TAX, SALES TAX, EXCISE DUTY AND ANY OTHER TAXES AND DUTIES, OCTROI ETC.:</u> All Statutory Taxes and Duties will be deducted at source from Sub-Contractor's on-account bills. Further the Sub-Contractor will be liable to pay themselves any taxes and duties to the respective authorities, if payable by the Sub-Contractor over and above the amount deducted at source. Necessary papers indicating the deduction made at source will be given to the Sub-Contractor on request.</p>
14.0	<p><u>COMPLIANCE OF LABOUR LAWS:</u> The Sub-Contractor shall comply with the following Labour Laws during the execution of the contract:-</p>
a)	<p><u>MINIMUM WAGES ACT, 1948:</u> Sub-Contractors are required to pay minimum wages as per Central Government Notification / State Government Notification whichever is higher at the time of payment of wages. Representative of Principal Employer and recording his signature on the wages register is required.</p>
b)	<p><u>PAYMENT OF WAGES ACT, 1976;</u></p>
c)	<p><u>EMPLOYEES SATE INSURANCE (E.S.I.) Act, 1948;</u></p>
d)	<p>Compliance of <u>BUILDING AND OTHER CONSTRUCTION WORK (BOCW) Act, 1996</u> in case 50 or more workers are engaged by the Sub-contractor.</p>
e)	<p><u>CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970</u> Sub-Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Sub-Contractor Labour (Regulation and Abolition) Act, 1971 as modified from time to time wherever applicable and shall also indemnify BBJ from and against only claim under the aforesaid Act and Rule.</p>
f)	<p><u>WORKMEN'S COMPENSATION ACT, 1923</u></p>
g)	<p><u>INDUSTRIAL DISPUTE ACT, 1947 AND AS AMENDED FROM TIME TO TIME.</u></p>
h)	<p><u>EMPLOYEES PROVIDENT FUND ACT, 1971</u></p>
15.0	<p><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 other sub-Sub-Contractors on the works.</p>

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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 Contract Labour (Regulation & Abolition) Act; (i) Intimation about the commencement & completion of work; (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.
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 crèche (Bal Mandar) where 50 or more women are employed at a time. All camp sites shall be maintained in clean sanitary conditions by the Sub-Contractor at his own cost.
17.0	<u>WATER SUPPLY:</u> The Sub-Contractor shall arrange at his own cost water both for drinking purpose and for the purpose of execution of work.
18.0	<u>ELECTRICITY:</u> Any electrical supply required at site for whatsoever purpose shall be arrange by the Sub-Contractor at his own cost. If electricity cannot be arranged, the Sub-Contractor shall maintain generator set of suitable capacity for each purpose of uninterrupted progress of work.
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 lay 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 Contract Labour (Regulation & Abolition) 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.

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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.
24.0	<u>USE OF INTOXICANTS AT WORK SITE 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 10 miles of the work, piece worker / Sub-Contractor shall employ upon such parts of the work as suitable for unskilled labour any person certified to him by the Engineer-In-Charge or by any other person to whom the Engineer-In-Charge may have delegated this in writing to be in need to relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in the behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the General Manager (Engg.) whose decision shall be final and binding on the piece worker/Sub-Contractor.
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:-
a)	<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 (as amended time to time by the Government) who are employed in the work provided of those covered by ESI from time to time under the Agreement. The Sub-Contractor shall deduct and secure the agreement of the Sub-Sub-Contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's contribution cards at wages payments intervals. The Sub-Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the Sub-Contractor shall secure the agreement of the Sub-Sub-Contractor to maintain such records. Any expenses incurred for the contributions, making contributions of maintaining records shall be to the Sub-Contractor's account. The owner shall retain such sum as may be necessary from the total Sub-Contractor value until the Sub-Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 have been paid. This will be pending on the Sub-Contractor when the Employee's State Insurance Act is extended to the place of work.

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b)	<p><u>WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE</u></p> <p>Insurance shall be effect for all the Sub-Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Sub-Contractor shall require the Sub-Sub-Contractor to provide workmen's compensation and employee's liability insurance for the latter's employees, if such employees are not covered under the Sub-Contractor's insurance.</p>
c)	<p>The Sub-Contractor shall be responsible for making good to the satisfaction of the owner any loss or any damage to structure and properties belonging to the owner or being executed or procured or being procured by the owner or of other agencies within the premises of all the works of the owner, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Sub-Contractor, his employees, agents, representative or Sub-Sub-Contractor.</p>
d)	<p>The Sub-Contractor shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to third party including overhead and underground cables and in the event of any damage resulting to the property of the owner or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damage including eventual loss of production, operation or services in any plant or establishment as estimated by the owner or ascertained or demanded by the third party shall be borne by the Sub-Contractor.</p>
e)	<p>The Sub-Contractor shall indemnify and keep to the owner harmless of all claims for damages to property other than owner's property arising under or by reason of this contract if such claims result from the fault and/or negligence or wilful acts or omission of the Contract, agents representatives or Sub-Sub-Contractor.</p>
f)	<p><u>ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER</u></p> <p>Sub-Contractor shall also carry and maintain any other insurance, which he may be required under law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the owner.</p>
g)	<p><u>ACCIDENT OR INJURY TO WORKMEN</u></p> <p>The owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Sub-Contractor or any Sub-Sub-Contractor save and except an accident or injury resulting from any act or default of the owner, his agent or servants and the Sub-Contractor shall indemnify and keep indemnified the owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, cost charges and expenses whatsoever in respect or in relation thereto.</p>
h)	<p><u>TRANSIT INSURANCE</u></p> <p>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.</p>
i)	<p>The Sub-Contractor must submit a photocopy duly signed with official stamp in each pages in each of the above Insurance Policy to the Site-In-Charge/BBJ before commencement of the work.</p>