

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT No.: eNIT/LC-FAB-MS/2154/3135/15-2023

DATE: May 9, 2023

Registered Office: 27, Rajendra Nath Mukherjee Road,
Kolkata – 700 001, West Bengal.
Phone: (033) 2248 5841-44.
Email: info.bbjconst@bbjconst.com; Website: www.bbjconst.com;

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|---------------------|---|-------------|--------------------|
| e-TENDER NO. | eNIT/LC-FAB-MS/2154/3135/15-2023 | DATE | May 9, 2023 |
|---------------------|---|-------------|--------------------|

ई-निविदा आमंत्रित करने की सूचना / NOTICE INVITING e-TENDER

Sealed Tenders under Two Bid System (Fee/Technical & Financial) are invited from reputed fabricators/ Agencies for the following work: -

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| 01. | काम का नाम / NAME OF THE WORK | ENGAGEMENT OF LABOUR CONTRACTOR FOR FABRICATION OF ANCILLARY WORKS SUCH AS FOOTHPATH, TROLLEY REFUGE ETC. FOR 24X76.2M SPAN AT GANGA BRIDGE PROJECT, JHUNSI, PRAYAGRAJ. |
| 02. | परिमाण / QUANTITY | AS PER BILL OF QUANTITY (BOQ) |
| 03. | पूरा होने की अवधि / COMPLETION PERIOD | 05 (FIVE) MONTHS FOR THE ENTIRE WORK FROM THE DATE OF LETTER OF ACCEPTANCE (LOA) OR 01 (ONE) MONTH FROM THE DATE OF ISSUE OF LAST LOT OF RAW MATERIAL/ CONSUMABLES, WHICHEVER IS LATER. TIME OF COMPLETION WILL BE REDUCED SUITABLY IN CASE THE JOB IS SPLIT BETWEEN TWO OR MORE SUBCONTRACTORS |
| 04. | निविदा दस्तावेज की लागत (गैर-वापसी योग्य) / COST OF TENDER DOCUMENT (NON-REFUNDABLE) | RS.1,000/- (RUPEES ONE THOUSAND ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". MSME/ NSIC/ SSI UNITS (REGISTRATION SHOULD BE VALID FOR AT LEAST UP TO TENDER OPENING TIME) ARE EXEMPTED FROM PROVIDING TENDER FEE SUBJECT TO SUBMISSION OF DECLARATION OF UAM / UDYAM NUMBER ON CPPP. COPY OF UAM CERTIFICATE NEED TO BE SUBMITTED. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED. |
| 05. | अर्नेस्ट मनी डिपॉजिट (ईएमडी) / EARNEST MONEY DEPOSIT (EMD) | RS.1,00,000/- (RUPEES ONE LAKH ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENT WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. MSME/ NSIC/ SSI UNITS (REGISTRATION SHOULD BE VALID FOR AT LEAST UP TO TENDER OPENING TIME) ARE EXEMPTED FROM PROVIDING EMD SUBJECT TO SUBMISSION OF DECLARATION OF UAM / UDYAM NUMBER ON CPPP. COPY OF UAM CERTIFICATE NEED TO BE SUBMITTED. 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. |

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| | | | |
|-----|---|--|---------------------------------|
| | | FOR SUCCESSFUL BIDDER, ABOVE EMD AMOUNT WILL BE CONVERTED INTO SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFUL COMPLETION OF ENTIRE JOB, WITHOUT ANY INTEREST. | |
| 06. | ई-निविदा प्रस्तुत करने का तरीका / MODE OF SUBMISSION OF e-TENDER | ONLINE THROUGH E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL). A HARDCOPY OF THE UPLOADED BID SHALL HAVE TO BE SUBMITTED TO BBJ-HO BEFORE OPENING OF TECHNICAL BID. TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPPP AND BBJ'S WEBSITE. | |
| 07. | दिनांक और समय अनुसूची: / DATE & TIME SCHEDULE: | DATE OF PUBLISHING NIT & TENDER DOCUMENTS | 09-05-2023 |
| | | DOCUMENT DOWNLOAD START DATE | 09-05-2023 AT 10:00 HRS. |
| | | START DATE OF UPLOADING OF BID DOCUMENT | 16-05-2023 AT 10:00 HRS. |
| | | END DATE FOR UPLOADING OF BID DOCUMENT | 22-05-2023 AT 15:00 HRS. |
| | | DATE OF OPENING OF TECHNICAL BID | 23-05-2023 AT 15:00 HRS. |
| | | DATE OF OPENING OF FINANCIAL BID | TO BE NOTIFIED LATER |

(अनिमेष नेओगी / Animesh Neogi)
महाप्रबंधक (परियोजना और खरीद) / General Manager (Project & Purchase)

INSTRUCTION TO BIDDERS

1. REGISTRATION OF CONTRACTOR

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

2. DIGITAL SIGNATURE CERTIFICATE (DSC)

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. Details are available at the web Site (<https://eprocure.gov.in/eprocure/app>) 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/app>). Hardcopy of the uploaded/submitted bid shall have to be submitted to our office physically along with the EMD, Tender cost & all other documents. 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 documents 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. 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:
- c) **FEE 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." & "FEE PART":
- i) **Cost of Tender Document (Non-Refundable) of Rs.1,000/-** (Rupees one thousand only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata".
- ii) **Earnest Money Deposit (EMD) of Rs.1,00,000/-** (Rupees one lakh only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In 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.

Bank Details for NEFT/ RTGS:

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.
Bank Name: STATE BANK OF INDIA
Branch: DALHOUSIE SQUARE (CALCUTTA)

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DATE: May 9, 2023

Bank Address: 2, B.B.D. BAGH (EAST), KOLKATA – 700001 (W.B.)
Bank Account No.: 11175160292
Bank Account Type: Current
IFS Code: SBIN0001401

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

d) **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) Other documents in support of Eligibility Criteria of this tender.
- iii) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates.**
- iv) Signed copy of **Provident Fund & Employees State Insurance (ESI) Registration Certificate.**
- v) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) financial years ending as on 31st March 2022.
- vi) Downloaded Tender document (without quoting any price in Techno-commercial bid) duly signed with official stamp in each page.

e) **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.

- f) The above two sealed envelopes i.e., 'TECHNO-COMMERCIAL PART' and 'FEE 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.

6. EXEMPTION FOR MICRO & SMALL ENTERPRISES:

- (a) MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.
- (b) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given following benefits:
 - (i) Issue of Tender set free of cost
 - (ii) Exemption from payment of Earnest Money Deposit
- (c) Firms registered with NSIC under its "Single Point Registration Scheme".

(Exemption will apply only to items/ services indicated under 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.

7. 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.
8. **No deviation to the tender conditions will be accepted. Conditional tenders shall be rejected, and no additional clause will be entertained. All rights reserved upon BBJ in this regard.**
9. The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or

reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A tenderer, whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/ Offer to BBJ.

10. CURRENCIES OF BID AND PAYMENT

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

- 11.** 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.
- 12.** All duties, taxes, fees and other levies payable by the successful bidder under the contract or any other cause shall be included in the quoted prices.

13. 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.

14. 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 Award (LOA)
- 3) Schedule of Items, Rates & Quantities
- 4) Special Conditions of the Contract (SCC)
- 5) Technical Specifications (TS)
- 6) Scope of Work (SOW)
- 7) Drawings
- 8) Relevant Codes & Standards
- 9) Notice Inviting Tender
- 10) Instructions to the Bidders (IB)
- 11) General Conditions of Contract
- 12) Any other documents forming part of the Contract.

- 15. Bidder should submit the bid documents in Hard Copy (only techno-commercial part) on or before as stipulated in "DATE & TIME SCHEDULE" to the address as mentioned above.**

SCOPE OF WORKS

1. NAME OF WORK:

Engagement of agency as a Labour Contractor for fabrication of Ancillary works such as Footpath, Trolley Refuge, etc. for 24x76.2M span at Ganga Bridge Project, Jhunsi, Prayagraj.

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 of minor steel components for a 24x76.2M Span Steel Through Girder including Trolley Refuge, Man Refuge, Pathway, Inspection Ladder, Hand Railing, Welding of Chequered Plate etc.

Note: The drawing may be revised from time to time and the successful bidder has to make adjustment accordingly and will have no extra claim due to this.

2. BRIEF SCOPE OF WORK & SUPPLY OF THE SUCCESSFUL BIDDER:

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

- a) Fabrication of minor steel components for a 24x76.2M Span steel through girder including Trolley Refuge, Man Refuge, Pathway, Inspection Ladder, Hand Railing, Welding of Chequered Plate etc.
- b) Necessary processing of raw materials including straightening, cutting of plates, sections & cleaning, etc.
- c) Complete welding, drilling etc. as per approved drawing and specification with marking for assembly.
- d) Obtaining approval from BBJ and/or Railway for the quality and workmanship of the fabricated structures will be the responsibility of the fabrication agency.
- e) Fabrication and painting of components including cleaning and 01 (one) coat of Ready Mixed Zinc Chromate Primer (IS:104) followed by one coat of Ready Mixed Red Oxide Zinc Chromate Paint (IS:2074) followed for one coat Aluminium Paint (IS:2339) as per the approved specification.
- f) Supply of Grinding Machine as required.
- g) Making necessary arrangement for safety of worker and equipment.
- h) Rate should also include cutting of plates to flats, unequal angles to equal angles, reducing length of leg of angle/ flange of channels etc.
- i) Providing required number of workers for different types of work.
- j) BBJ will supply all types of tools & tackles and consumables such as O2, CO2, LPG, drill bit, electrodes, wire and flux for welding, drifts, service bolts & nuts and other consumables.
- k) Arrangement of stay of labour to be arranged by the successful bidder.

3. BRIEF SCOPE OF SUPPLY OF BBJ:

The scope of supply of BBJ shall be the following:

- a) Raw steel like plates, angles, channels, pipes, chequered plates, hollow sections etc. for gangway and trolley refuge as well as jigs, fixtures, etc.
- b) Electricity, water at a single point near designated land/ workshop.
- c) Hydra, crane, compressor, radial drill, welding machine as per availability in the site.
- d) LPG, Oxygen, CO2, grinding wheel, wire, flux, electrode, drill bit.
- e) Space for storing, issued and job-related materials will be provided.
- f) Permanent bolts, nuts & washers, service bolts, drift for assembly.
- g) Jig brush.

SPECIAL CONDITION OF THE CONTRACT

1. DEFINITIONS AND INTERPRETATION:

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

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

2. ELIGIBILITY CRITERIA

A. Technical Criteria:

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

- (i) **Three** successfully completed/ substantially completed works each costing not less than the amount equal to **₹30.80 lakh**.
Or
- (ii) **Two** successfully completed/ substantially completed works each costing not less than the amount equal to **₹38.50 lakh**
Or
- (iii) **One** successfully completed/ substantially completed work costing not less than the amount equal to **₹61.60 lakh**.

Note:

- (i) Similar work shall mean fabrication of steel structural components viz. structural steel pipe & section, chequered plate railing / crash barrier work or bridge girder fabrication work.
- (ii) Successfully completed / substantially completed certificate from the Client/ End User need to be submitted.

B. Financial Criteria:

- a. Average Annual financial turnover during the last 03 (three) years, ending 31st March of the previous financial year (2019-20, 2020-21 & 2021-22), should be at least **₹23.10 lakh or above**.
- b. Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

3. TECHNICAL SPECIFICATION

The work should strictly be done in accordance with the relevant technical specification mentioned in this document as well as relevant extracts from tender documents.

4. WORKMANSHIP:

The workmanship for the fabrication operations, Testing, Material shifting etc. shall be closely monitored by the successful bidder's supervisory staff as per the specification and as directed by Engineer/ Engineer in-charge of BBJ/ RVNL and/or RDSO and/or any other authorised agency of RVNL. Any work done by the successful bidder, is found unsatisfactory or major mismatch is observed at the time of erection at site that should be rectified/ redone as per the instructions, immediately after notifying to the successful bidder. If the successful bidder fails to do so and the same is done by RVNL and RVNL 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 successful bidder's cost.

5. TESTING OF WELDING

Welding should be tested as per contract condition/ relevant specification of RDSO/ IS code etc.

6. QUANTITY OF WORK TO BE EXECUTED

Total quantity of the work as per Bill of Quantity (BOQ) can vary up to 50% (fifty percent) but the unit rate finalized will not change up to the completion of the project.

7. DURATION OF WORK

Time is the essence of this contract. Duration of work is 05 (five) months, and the date of commencement will be considered the date of issue of Letter of Acceptance (LOA) or 01 (one) month from the date of issue of last lot of raw material/ consumable, whichever is later.

Mobilization Period means the period of 3 (three) weeks i.e., 21 (twenty-one) days from the date of issue of Letter of Award (LOA), during which, the sub-contractor/agency is required to mobilize his/ their resources and commence the Works at the Site.

Time of completion and mobilisation period will be reduced suitably in case the job is split between two or more sub-contractors/ agencies.

Company (BBJ) reserves the right to terminate the Letter of Award (LOA) and/or Work Order and forfeit the Earnest Money Deposit/ Security Deposit/ Performance Bank Guarantee if Agency fails to complete Mobilization of any item/personnel /material within a period of five (5) weeks after expiry of the Mobilization Period prescribed in Clause above.

Note:

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. by BBJ based on merit.

8. UNIT PRICE

Unit rate of the work will be as per BOQ. Price shall be inclusive of manpower, labour and supervisory charges and all applicable taxes & duties, 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.

9. 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.

10. TAXES & DUTIES

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

11. GOODS AND SERVICE TAX (GST)

Without prejudice to the stipulation in General Conditions of Contract, **the quoted price shall be exclusive of Goods and Service Tax.** The GST, as legally leviable & payable by the bidder under the provisions of applicable law/act shall be paid extra by BBJ as per bidder's

bill. Bidders shall quote their rate after considering the input tax credit on their input materials and services.

The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). Bid without GST number shall be cancelled.

At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e., SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper **Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.**

Successful Bidder shall raise their tax invoice in regular interval as per contract condition and upload their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.

12. NEW LEVIES / TAXES

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

13. SUBMISSION OF BILLS, MEASUREMENTS AND PAYMENTS

A Tax Invoice shall be submitted by the fabricator/ successful bidder monthly on or before the date fixed by BBJ for all works executed in the period of the month.

The successful bidder shall be paid for the works executed in the accepted schedule of rates and according to the terms of payment of this order and the measurements taken by the Engineer-In-Charge or Engineer-In-Charge's representative as per theoretical weight of steel components as per actual shape and size.

- a) **80% (eighty percent)** of the accepted rate with proportionate GST will be released within 45 (forty-five) days after fabrication of ancillary work in black condition complete in all respect as per approved drawing/ material list and duly inspected by BBJ.
- b) **15% (fifteen percent)** of the accepted rate with proportionate GST will be released within 45 (forty-five) days after inspection and passing by RVNL and/or their authorized agency.
- c) **Balance 5% (five percent)** of the accepted rate with proportionate GST will be released within 45 (forty-five) days after reconciliation of raw steel issued by BBJ.

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

- i. An 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 shortfall of any material issued to him for the purpose of the work.

14. METHOD OF MEASUREMENT

Measurement of girder components will be done as per the material statement. Material statements will be prepared as per actual shape and size of plates used in the girder components on theoretical weight of the steel i.e., 7850 Kg/Cum. Weight of Sections, Structural Angles, Channels, Pipes etc. will be taken as per relevant IS code. No additional

weight for weld etc. will be taken into account. Weight of checkered plate shall be derived from actual weight of checkered plate received from Plant.

Above weight will also be used for material reconciliation.

15. FREE ISSUE AND RECONCILIATION OF RAW STEEL

- a. BBJ will provide all plants, equipment, tools, tackles, fabrication workshop, Chequered Plates (conforming to IS:3502), Raw Steel (Sections & Plates conforming to IS:2062 Grade-A), Pipes, Hollow Section etc. except angel grinding machine free of cost for fabrication work at BBJ's HPY, Kolkata.
- b. **Safe keeping of raw steel materials will be successful bidder's responsibility.**
 - i) **Wastage: 0.5%** of material list weight shall be allowed as irrecoverable wastage of steel in the process of fabrication work.
 - ii) **Reconciliation:** The fabricator shall prepare a reconciliation statement based on the cutting plan and materials issued. Overall wastage, including irrecoverable wastage, should be limited to 4.0% of the overall tonnage of fabrication work. Scraps and off cuts should be returned at the designated place at the fabrication workshop.

16. OTHER SCOPE OF SUPPLY BY BBJ

- a) Electricity and Water shall be provided free of cost.
- b) BBJ will provide crane facilities as per availability of the same.
- c) BBJ will provide all consumables such as MIG wire and MMAW electrode, drill bit, CO₂, LPG, Oxygen, service bolts & nuts, drifts etc. required for fabrication work.
- d) Steel required for fabrication work.

17. OTHER SCOPE OF SUCCESSFUL BIDDER:

- a) Arrangement of labour, supervisor, welders, and engineer to deliver the job in time.
- b) Due to the non-availability of flats and unequal angles and other sections, the same needs to be built from plates and equal angles or any other sections without any extra cost.
- c) If additional splicing is required, payment will be made as per Material list tonnage only.
- d) For fabricated structure all joint jigs, templates, Fixtures to be prepared with BBJ's free issue steel without any cost involvement.
- e) For fabricated jobs, the agency needs to maintain proper records as required by the inspection agency.
- f) All fabrication needs to be carried out strictly as per B1-2001 and technical condition laid down by the RVNL/ RDSO.
- g) All taxes like income tax or any other taxes as applicable will be deducted at source as per statutory rule.
- h) Taking delivery of raw steel from BBJ's designated place, shifting to fabrication yard, handling, returning of all scrap & surplus material, shifting fabricated item to the painting shop/ yard.

The bidder should visit our fabrication workshop at Jhusi, Allahabad, to get themselves acquainted with the facilities available at the workshop and also get themselves familiarize with the area and its surrounding environment.

18. PERFORMANCE GUARANTEE

- (a) For due and faithful fulfillment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to **5% (five percent)** of the contract price/ value of work order either by Bank Draft/ NEFT/ RTGS or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank of India in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within **21 (twenty-one) days** from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the Performance Guarantee is not submitted within 21 days.

- (b) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the successful bidder shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- (c) In case the successful bidder fails to submit the requisite Performance Guarantee within the stipulated period as mentioned in the above paragraphs, the bid may consequentially be cancelled by BBJ, and the LOA shall stand withdrawn. The defaulting successful bidder shall be debarred from participating in Re-Tender for that work and his EMD/ SD/ PG/RA Bills shall be encashed/ invoked/ forfeited. In this regard, the decision of the Competent Authority of BBJ shall be final.
- (d) The formal Order shall be issued/ contract agreement (if any) shall be executed within a reasonable time only after receipt of Performance Guarantee from successful bidder. Till such time the order is issued/contract agreement (if any) is executed the successful bidder shall execute the work on the strength of LOA, but no payment shall be made to the successful bidder without order/ contract agreement. In the event the bid is cancelled by BBJ, and LOA is withdrawn accordingly due to non-submission of Performance Guarantee, the successful bidder shall have no right to claim on the executed work if any as aforesaid or any other claim whatsoever.
- (e) The value of Performance Guarantee originally submitted by the successful bidder need not be changed for a variation of contract price/ order value up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 5% (five percent) as applicable for the excess value over the original contract value shall be deposited by the successful bidder within 21 days from the date of receipt of intimation from BBJ.
- (f) The Performance Guarantee shall be released after physical completion of the work plus after completion of 60 days thereafter based on 'Completion Certificate' issued by BBJ stating that the successful bidder has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period/ defect liability period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.
- (g) Whenever the contract is rescinded by BBJ due to failure of the successful bidder, the EMD/ Security Deposit of the successful bidder shall be forfeited, and their Performance Guarantee shall also be encashed. The balance work shall be got done independently without risk & cost of the failed successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work. If the failed successful bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- (h) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the LOA/ Contract (notwithstanding and/or without prejudice to any other provisions in the LOA/ Contract Agreement) in the event of:
 - (i) Failure by the successful bidder to extend the validity of the Performance Guarantee as described herein above, in that event BBJ may claim the full amount of the Performance Guarantee from the successful bidder.
 - (ii) Failure by the successful bidder to pay BBJ any amount due, either as agreed by them or determined under any of the Clauses/ Conditions of the LOA/ Order/ Contract Agreement, within 30 days of the service of notice to this effect by BBJ.
 - (iii) In the event of the LOA/ Contract being rescinded by BBJ under provisions of any of the clause/ condition of the LOA/ Order/ Contract Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

19. SECURITY DEPOSIT:

As security for proper and faithful fulfilment of the obligation under the order, Security Deposit equivalent to **5% (five percent)** of the total Contract Value shall be deducted and should be kept valid till completion of entire contract period plus 06 (six) months i.e., up to end of Defect Liability Period. Security Deposit shall be in the following manner.

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

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

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

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

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

20. WORKING HOURS

The fabricator/ sub-contractor/ the successful bidder 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/ the successful bidder will take care of all local, Regional, National level issues and the environment for the workshop. In this regard compliance with Labour Laws as are applicable is to be ensured.

21. WATCH & WARD

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

22. INSURANCE

- a) The successful bidder shall be responsible for making good to the satisfaction of BBJ any loss or damages to properties belonging to BBJ or being executed or being procured by RAILWAY if such loss or damages have occurred due to The Agency's work.
- b) The successful bidder 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) Group Personnel accident Insurance covering the successful bidder's employees will be arranged by the successful bidder.
- d) Any such other insurance as may be required of the successful bidder by statutory bodies and local law in area of his operation will be the responsibility of the successful bidder.

23. DEFECT LIABILITY PERIOD

The successful bidder shall fully guarantee all work as per the 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 be not performed as intended or proved defective **within**

a period of 06 (six) months from the completion of the entire work, the work shall upon notification of deficiency/ defect be promptly rectified by the successful bidder to the satisfaction of RAILWAY and/or RDSO and/or any other Inspection Agency appointed by RAILWAY without any delay and at no extra cost to BBJ.

If the successful bidder fails to effect proper replacement within a reasonable time of receipt of BBJ's notification to this effect, BBJ shall be free to take any corrective action against the successful bidder.

24. EMPLOYEES COMPENSATION INSURANCE

The successful bidder shall submit proof of Employees Compensation Policy for all their workmen/ supervisors and any other person whom the successful bidder will deploy for our Project work before the commencement of the work.

Workmen's Compensation: WC Policy/ Insurance shall be effected for all the employees of the successful bidder. If any of the work is sublet, the successful bidder shall require their Sub-Contractor to provide workmen's compensation for the latter's employees, if such employees are not covered under the Sub-Contractor's Insurance.

25. PROVIDENT FUND

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

26. STATUTORY COMPLIANCE

The successful bidder shall ensure strict compliance with all applicable labour laws including Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Payment of Bonus Act, Contract Labour (Abolition & Regulation) Act, E.S.I. Act (if applicable i.e., in case the number of workmen & supervisors is 10 or more, registration under ESIC is statutory), P.F. Acts, Industrial Safety regulations, laws pertaining to use/storage of explosives for the work. The successful bidder shall submit to BBJ the required documents as proof.

27. DOCUMENTATIONS

The successful bidder 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.

28. CONFIDENTIALITY OF DOCUMENTS

The successful bidder shall treat all documents, specifications, drawings and contents therein as private and confidential.

29. 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.

30. INSPECTION OF WORKS

BBJ/ RAILWAY'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 successful bidder 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.

31. ORGANIZATION CHART

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

32. SAFETY AND ENVIRONMENT AT SITE

- a) The successful bidder 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 successful bidder's workmen, will be viewed seriously and penalty for the same will be levied on the successful bidder for such unsafe actions.
- b) The successful bidder will be responsible for the safety of their staff and employees of other agencies working in the successful bidder's area of operation.
- c) The successful bidder shall delegate the responsibility of implementation of safety rules to one of the successful bidder'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 successful bidder at their 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 successful bidder on chargeable basis on actual plus 20% overhead charges.
- f) The successful bidder'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.
- h) Necessary COVID-19 precautionary measures have to be complied with by the successful bidder.

33. GENERAL:

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

- Submits Performance Guarantee
- Submits ESI, PF, Group Insurance Certificate and other statutory requirements.
- Sign the work order/ LOA

34. 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 successful bidder 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 successful bidder to complete the work for further extension of time without imposing LD.
- c) If the successful bidder fails to complete the works within the time as specified in the LOA/ contract for the reasons attributable to the contractor, BBJ allow, if satisfied that the works can be completed within reasonable short time thereafter, the successful bidder for further extension of time. On such extension, BBJ will recover from the bills of successful bidder, 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 equipment/services not delivered within stipulated time period or total order value in case where part delivery is of no use, subject to maximum limit of **10% for contract value up to 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 LOA/ 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 successful bidder and in the event of failure on the part of the successful bidder to complete the work within further extension of time allowed as aforesaid, BBJ shall be entitled to encash the successful bidder's Security Deposit and Performance guarantee and also rescind the LOA/ contract, whether or not actual damage is caused by such default. In that event BBJ shall be entitled also to claim compensation against such loss/ damage from successful bidder.

35. TERMINATION OF CONTRACT

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

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

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

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

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

36. RESOLUTION OF DISPUTES AND ARBITRATION

In case a dispute or difference of any kind whatsoever, arises out of or relates to the Contract or ancillary / incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the Contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision/ recommendation/ interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

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

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

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

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

37. NON-SCHEDULE ITEM OF WORK

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

In case BBJ notifies the Successful Bidder/ Agency for executing any extra item(s) of work rate(s) for the same shall be settled mutually and BBJ's decision will be final and binding.

38. Additional Special Condition/ Technical Conditions as incorporated by RVNL is enclosed at Annexure-A and shall be an integral part of the tender document.

39. IMPORTANT NOTES.

- (A) BBJ reserves the right to:
- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (ii) Cancel tender at its discretion without assigning any reasons whatsoever.
 - (iii) Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
 - (iv) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
 - (v) May ask for further clarification during techno commercial scrutiny of bids received.
 - (vi) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
 - (vii) BBJ shall not be liable for any expenses incurred by bidder for delivery of materials or during preparation of bid irrespective of whether it is accepted or not.
 - (viii) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
 - (ix) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT No.: eNIT/LC-FAB-MS/2154/3135/15-2023

DATE: May 9, 2023

ANNEXURE-I

FORMAT

CERTIFICATE

(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

REF.:

DATE:

SUB: DEPLOYMENT OF WORKMEN FOR FABRICATION WORK
OF GANGA BRIDGE PROJECT AT PRAYAGRAJ, UP.

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 UTTAR PRADESH.

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

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NIT No.: eNIT/LC-FAB-MS/2154/3135/15-2023

DATE: May 9, 2023

GENERAL CONDITION OF THE CONTRACT

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

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 (भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT No.: eNIT/LC-FAB-MS/2154/3135/15-2023

DATE: May 9, 2023

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. |

GENERAL CONDITION OF THE CONTRACT

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

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| m) | <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. |
| n) | <u>WORKMANSHIP AND TESTING:</u> The whole of the work and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman – like manner with materials of the best and most approved quality of their respective kinds agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, 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. |
| o) | <u>REMOVAL OF IMPROPER WORK AND MATERIALS:</u> The Engineer-In-Charge or the Engineer-In-Charge's Representative shall be entitled to order from time to time -- |
| i) | the removal from the site within the time specified of any materials which in his opinion are not in accordance with the specifications or drawing. |
| ii) | the use of proper and suitable substitute materials in place of specified material removed if the same is not easily available or the substitute material is better; |
| iii) | the removal and proper re-execution (not withstanding any previous tests thereof or "on account" payments thereof) of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications. |
| iv) | in case of default on the part of the Sub-Contractor in carrying out such order BBJ shall be entitled to rescind the contract under these conditions. |
| p) | <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. |
| q) | <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. |

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| r) | <u>TEMPORARY WORKS:</u> All temporary works necessary for the project execution of the works shall be provided and maintained by the Sub-Contractor and subject to the consent of the Engineer-In-Charge shall be removed by him at his expense when they are no longer required and in such manner as the Engineer-In-Charge shall direct. In the event of failure on the part of the Sub-Contractor to remove the temporary works, the Engineer-In-Charge will cause them to be removed and the cost as increased by supervision and other incidental charges shall be recovered from the Sub-Contractor. If temporary huts are provided by the Sub-Contractor on the land owned by client for labour engaged by him for the execution of the works, the Sub-Contractor shall arrange for handing over vacant possession of the said land after the work is completed, if the Sub-Contractor's labour refuse to vacate and have to be erected by client, the expenses incurred by BBJ in connection therewith shall be borne by the Sub-Contractor. The Sub-Contractor shall, not construct any hutment in the client's / Government's land without the written approval of the Competent Authority. |
| s) | <u>RATES FOR ITEM OF WORKS:</u> The rates entered in the accepted schedule of rates/ 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:- |
| 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) | <u>HANDING OVER OF WORKS:</u> The Sub-Contractors shall be bound to handover the works executed under the contract to BBJ or any other authority so authorised by BBJ, complete in all respect to the satisfaction of the Engineer-In-Charge. The Engineer-In-Charge shall determine, from time to time, the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer-In-Charge shall determine from time to time the date on which any particular section of the work shall have been completed, and the Sub-Contractor shall be bound to observe any such determination of the Engineer-In-Charge. |
| v) | <u>CLEARANCE OF SITE ON COMPLETION:</u> On the completion of the works, the Sub-Contractor shall clear away and remove from the site all construction plants surplus materials rubbish and temporary works of every kind and leave the whole of the site and works clean to the satisfaction of the Engineer-In-Charge. No final payment in settlement of the account of the work shall be made to the Sub-Contractor till that period in addition to any other condition necessary for such final payment, site clearance shall have been effected by him, and such clearance may be made by the Engineer-In-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 |

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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) | <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. |
| x) | <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. 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. |
| y) | <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. |
| z) | <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 if such certificate. |
| aa) | <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. |

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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 unskilful work to be dismantled and removed from the site and reconstructed or re-erected as per specifications. No payment shall be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim, nor shall it conclude determine or affect in any way the powers of the Engineer-In-Charge as to the final settlement and adjustment of the contract. The final bill shall be submitted by the Sub-Contractor within one month of the date of the completion of work. The certificate of the Engineer-In-Charge of the measurement value of the total amount payable for the work shall be final and binding on all parties. |
| 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, GST 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: (The entire clause 14 & 15 including sub-clauses should be suitably modified in line with the new labour code)</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> |

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
 (भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT No.: eNIT/LC-FAB-MS/2154/3135/15-2023

DATE: May 9, 2023

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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 30th June and Annual Return ending on 31st December to be submitted to Licensing Officer within 30 days of the completion of half & annual ending. |
| 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 arranged by the Sub-Contractor at his own cost. If electricity cannot be arranged, the Sub-Contractor shall maintain generator set of suitable capacity for each purpose of uninterrupted progress of work. |
| 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. |

GENERAL CONDITION OF THE CONTRACT

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| b) | <u>WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE</u> 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. |
| c) | 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. |
| d) | 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. |
| e) | The Sub-Contractor shall indemnify and keep to the owner harmless of all claims for damages to property other than owner's property arising under or by reason of this contract if such claims result from the fault and/or negligence or wilful acts or omission of the Contract, agents representatives or Sub-Sub-Contractor. |
| f) | <u>ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER</u> Sub-Contractor shall also carry and maintain any other insurance, which he may be required under law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the owner. |
| g) | <u>ACCIDENT OR INJURY TO WORKMEN</u> The owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Sub-Contractor or any Sub-Sub-Contractor save and except an accident or injury resulting from any act or default of the owner, his agent or servants and the Sub-Contractor shall indemnify and keep indemnified the owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, cost charges and expenses whatsoever in respect or in relation thereto. |
| i) | The Sub-Contractor must submit a photocopy duly signed with official stamp in each pages in each of the above Insurance Policy to the Site-In-Charge/BBJ before commencement of the work. |