

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA – 700 001 (WEST BENGAL)
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e-Tender No.	eNIT/DGM(P-V)/ROB/Tapang & Palasa/67-2021	Date:	24-Nov-21
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NOTICE INVITING e-TENDER

Sealed Tenders under a **two-bid system** (i.e. "Techno-Commercial & Price Part") are invited from eligible bidders for carrying out construction of Road Over Bridge with pile foundation & Bowstring girder (1x54m) including other allied works like road diversion, RCC drain, boundary wall etc. as detailed in "**Scope of Work**"/ "**BOQ**", hereunder:

01	NAME OF WORK	Construction of Road Over Bridge with pile foundation & Bowstring girder (1x54m) including other allied works like road diversion, RCC drain, boundary wall etc. in lieu of the existing level crossing No. 219 at KM 480/35-37 in between Tapang & Palasa on HWH-MAS Mainline of KUR Division of East Coast Railway	
02	SCOPE OF WORK	As Per Abstract of Cost/BOQ	
03	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	Rs.2,500/- (Rupees two thousand five hundred only) by Demand Draft/ Banker's Cheque/ NEFT/ RTGS in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" payable at Kolkata. MSME/ NSIC/ SSI units will be waived from submitting Tender Fee subject to submission of a declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.	
04	EARNEST MONEY	Rs.5,00,000/- (Rupees five lakh only) by Demand Draft/ Banker's Cheque/ NEFT/ RTGS in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" payable at Kolkata. MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of a declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.	
05	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT OF CPPP, NIC	
06	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	24.11.2021
		Document download Start Date	24.11.2021 - 10:00 HRS
		Start Date of uploading of bid document	08.12.2021 - 10:00 HRS
		End Date for uploading of bid document	14.12.2021 - 15:00 HRS
		Date of opening of Technical Bid	15.12.2021 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(A. Neogi)
DGM (P-V)

INSTRUCTION TO THE BIDDERS

1.0 REGISTRATION OF BIDDER

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>

2.0 DIGITAL SIGNATURE CERTIFICATE (DSC)

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

3.0 SUBMISSION OF BID:

Bids are to be submitted online through the e-Procurement system of CPPP. Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the BOQ should be properly filled in. Tenders to be submitted in **two parts:**

a) TECHNO-COMMERCIAL & PRICE PART:

The Techno-Commercial & Price part will consist of -

i) PRE-QUALIFICATION CRITERIA OF THE BIDDER

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

- a) Earnest Money Deposit. Scanned copy to be uploaded in e-Procurement portal and the physical instrument should reach BBJ-HO within the due date for submission of the bid.
- b) Copy of GST Registration Certificate.
- c) Copy of PAN Card
- d) Copy of relevant documents as per Clause no. 2.0 of "Special Condition of Contract".
- e) Tender documents duly signed and sealed on each page excluding the BILL OF QUANTITY (BOQ).
- f) Copy of acknowledgement of filing of **GSTR-1 and GSTR-3B** for the current financial year up to the month of tender (i.e. November 2021)

ii) PRICE-PART -

Properly filled up BILL OF QUANTITY (BOQ) duly digitally signed to be uploaded in financial part.

4.0 The above 'Techno-Commercial and Price-Part' to be put in a sealed envelope superscribing "TENDER NOTICE NO. / SCOPE OF WORK" to be submitted to BBJ.

5.0 **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.**

6.0 BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of supply to more than one agency/agencies without assigning any reason whatsoever. No claim will be entertained on account of this.

- 7.0 GST registration certificate should be submitted. All duties, taxes, fees and other levies payable by the Bidder under the contract or any other cause shall be included in the quoted prices.
- 8.0 Bidder should submit the documents in Hard Copy on or before as stipulated in "DATE & TIME SCHEDULE" to the address mentioned above.
- 9.0 The tender is to be uploaded to the e-Publishing portal and the hardcopy is to be submitted within the due date to Dy. General Manager(P-V), THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED, 27, R. N. Mukherjee Road, Kolkata-700 001 (W.B.).
- 10.0 **VALIDITY OF TENDER: – 90 (ninety)** days from the date of opening of tender or for a further period if mutually accepted.

(A. Neogi)
DGM(P-V)

SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS AND INTERPRETATION:

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

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

2. ELIGIBILITY CRITERIA

A. Technical Criteria:

Experience of having successfully completed similar works during last 07 (seven) years ending last day of month previous to the one in which applications are invited should be either of the following;

- (i) **Three** completed similar works each costing not less than the amount equal to **₹115.46 Lakh.**
Or
- (ii) **Two** completed similar works each costing not less than the amount equal to **₹144.33 Lakh.**
Or
- (iii) **One** completed similar work costing not less than the amount equal to **₹230.93 Lakh**

Note:

- (i) "**Similar work**" shall mean successfully completed pile foundation work (having 1000mm dia and above) in any type of bridgework involving Earthwork, PCC, RCC work etc.
- (ii) Completion 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, should be at least **₹86.60 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. SCOPE OF WORK:

The brief scope of work will inter-alia comprise of but may not be limited to the following(s);

Cement:

- Supply of Cement as per approved specification & brand and storage of the same in a proper manner such that the cement does not get set.

Reinforcement:

- Receipt of Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position & binding all complete including unloading the reinforcement bar (Reinforcement bar will be supplied by BBJ).

Foundation:

- Earthwork in Excavation
- Test Pile 1200 mm dia. Initial load testing of single pile
- Bored cast in situ Pile 1200 mm dia. With MS casing pipe
- Pile Cap
- Earth filling work

Sub Structure:

- Construction of Pier, Pier cap, Pedestal and other concrete structures with agency's material (with reinforcement bar supplied by BBJ)

Super Structure:

- Composite RCC deck slab with kerbs/ crash barrier, footpath etc.
- Strip seal expansion joint
- The handrail of the MS pipe

Road diversion work:

- Road diversion work
- Various high-intensity retro-reflective signboards (informative signboards) with road furniture.

Miscellaneous & other allied Works:

- Survey work
- Rail Piling
- Earth filling work and road formation in required alignment.
- Cement Concrete Blocks for cube test, reinforcement corner etc.
- RCC surface drain
- Boundary wall
- Dismantling of old/existing structures and removal of debris.
- Brickwork
- Watchman duties (Man- days)
- Load testing of the span of the Bridge.

3.1 BRIEF SCOPE OF WORK OF THE SUCCESSFUL BIDDER:

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

- a) BBJ shall deliver reinforcement bar to the worksite free of cost. The successful bidder shall take delivery of the reinforcement bar from BBJ. The necessary paper shall be handed over to the agency by BBJ. Unloading and stacking are to be done by the successful bidder at their cost. Extra quantity beyond the consumed quantity (including lap, chair, hook etc.) shall be returned to BBJ.
- b) Testing of all input items except reinforcement bar materials will be the responsibility of the successful bidder. If the material fails to meet the approved specifications, it will be the successful bidder's responsibility to arrange for proper replacement.
- c) Arrangement of accommodation and conveyance for the agency's workmen and staff.
- d) Arranging Power and Water required for the job.
- e) Arranging the necessary layouts, survey team required for the job
- f) Obtaining approval from Railway and/or any other authorised agency of Railway for quality & workmanship of the material will be the responsibility of the successful bidder.

- g) Any testing equipment, if required, will be arranged by the successful bidder.
- h) Arranging necessary inspection & testing and getting the subject work approved by Railway and/or their authorised agency.
- i) The bidder has to take care of any local, Regional, National level laws & orders issues at the worksite for smooth functioning.

4. COMPLETION PERIOD

The date of commencement shall reckon from the date of LOA/Order and entire work to be completed within **07 (seven) months** from the date of issue of LOA/ Order, whichever is earlier.

5. EXTENSION OF COMPLETION PERIOD:

If there is a delay for reasons not attributable to the successful bidder, BBJ, upon receipt of a written request from the successful bidder may extend the Milestone/ Completion time as suitable and fit reasonably to BBJ. No extra claim (including escalation) of the bidder will be entertained in such cases of time extension being granted.

6. RATE

The bidder must submit their offer strictly as per the Bill of Quantities. The bidder must quote the Basic Rate including all other taxes & duties (excluding GST) for the items mentioned in BOQ. The price must be firm during the tenure of this contract.

Notes:

The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s), whatsoever thereof. A tenderer whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

7. TERMS OF PAYMENT:

- (a) The successful bidder shall prepare and submit R.A. Bills for work done in a particular month will be submitted monthly along with other relevant documents to Site In-Charge/BBJ.
- (b) All the bills as mentioned above are to be submitted at the site and the payments will be made from BBJ's Registered office at Kolkata.
- (c) Measurement for payment will be as per actual work done and certified by Railway/ Site In-Charge/BBJ.
- (d) **100%** (one hundred per cent) payment shall be made against each RA Bill within 45 (forty-five) days after submission of a clear invoice duly certified by the Site In-Charge/BBJ [except following para no. 7(e)]
- (e) Statutory Deductions towards taxes & duties shall be made at source as per rules.
- (f) Final Bill: The bidder shall submit the final bill along with the copy of handing over the certificate. Payment against the final bill will be made to the bidder within 45 (forty-five) days after submission of a clear invoice duly certified by the Site In-Charge/BBJ along with the handing-over taking-over certificate.

8. PERFORMANCE BANK GUARANTEE (PBG)

- a) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee (PG) for an amount equivalent to 3% (three per cent) of the contract price/value of work order either by Bank

- Draft or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within 45 (forty-five) days from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the PG is not submitted within 45 days.
- b) Provided further that on specific request from the bidder, the said period of 45 (forty-five) days for submission of PG may be extended up to 75 (seventy-five) days from the date of issue of LOA at the sole discretion of the Competent Authority of BBJ. However, a penal interest of 15% (fifteen per cent) per annum shall be charged for the delay beyond 45 (forty-five) days, i.e. from the 46th day after the date of issue of LOA. In case the bidder fails to submit the PG even within the extended period aforesaid the bid of the bidder shall be liable for rejection by the BBJ administration and the LOA shall stand withdrawn.
 - c) The P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
 - d) In case the successful bidder fails to submit the requisite Performance Guarantee (PG) within the stipulated period of 45 days or an extended period up to 75 days, as the case may be, from the date of issue of LOA, and his bid is consequentially cancelled and the LOA is withdrawn the defaulting bidder shall be debarred from participating in Re-Tender for that work and his EMD shall be forfeited.
 - e) The formal Work Order shall be issued/ contract agreement shall be executed within a reasonable time only after receipt of PG from the successful bidder. Till such time the work order is issued/contract agreement is executed the contractor shall execute the work on the strength of LOA but no payment shall be made to the contractor without work order/ contract agreement. In the event, the bid is cancelled and LOA is withdrawn due to non-submission of PG, the contractor shall have no claim for the executed work if any as aforesaid.
 - f) The value of PG originally submitted by the successful bidder need not be changed for a variation of contract price/ work order value up to 25% (either increase or decrease). In case during the course of execution, the value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 3% (three per cent) for the excess value over the original contract value shall be deposited by the successful bidder.
 - g) The Performance Guarantee (PG) shall be released after the physical completion of the work plus after completion of 60 days thereafter based on the 'Completion Certificate' issued by the competent authority of BBJ stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after the expiry of the maintenance period/ defect liability period and after passing the final bill based on the 'No Claim Certificate' from the successful bidder.
 - h) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor/ bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.

- i) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:
 - (i) Failure by the successful bidder to extend the validity of the Performance Guarantee as described hereinabove, in which event BBJ may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the successful bidder to pay BBJ any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the Agreement, within 30 days of the service of notice to this effect by BBJ.
 - (iii) In the event of the Contract being rescinded under provisions of any of the clauses/conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

9. **SECURITY DEPOSIT (SD):**

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5% (five per cent)** of the Total Contract Value shall be deducted and shall be kept by BBJ valid till completion of the 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 successful bidder along with the tender will be retained by the BBJ as part of the Security Deposit. The balance amount to make up for the total amount of the Security Deposit may be deposited by the successful bidder in the form of a Demand Draft/Pay Order or may be recovered by percentage deduction from the bidder's RA Bills.

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

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

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

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

10. **QUANTITY VARIATION**

- a) There may be quantity variation as approved by BBJ/Railway during the actual execution of work.

- b) The accepted variation in the quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in the case of foundation work.
- c) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in the quantity of the individual item of works.
- d) In case an increase in the quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then the same shall be executed at the following rates;
 - (i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

11. MAINTENANCE/ DEFECT LIABILITY PERIOD:

The successful bidder shall fully guarantee to perform all his contractual obligation(s) in the scope of his work to perform strictly in accordance with the specifications within the given time frame. The work shall be free from all defects. Should any work not be performed by the successful bidder as intended or should the performed work be found to be defective within a period of **06 (six) months from the date of completion of the entire contract period**, such defective work shall upon notification of deficiency/ defect be promptly rectified by the bidder to the satisfaction of BBJ or any Inspection Agency nominated by BBJ without any delay and at no extra cost to BBJ. If the 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 such corrective action – forfeiture of EMD/Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.

12. 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 bidder directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

13. PENALTY FOR DELAY

If the successful bidder causes any delay in performance as per LOA/ Order by disobeying the stipulated time frame then BBJ shall have the right to charge a penalty @ 0.5% (zero decimal five per cent) of the order value per week or part thereof, subject to a maximum of 5% (five per cent) of the Order value and the decision of BBJ in this respect shall be final.

14. FIRM PRICE

The rate should be quoted inclusive of all prices and shall remain firm & shall not attract escalation due to any reason in pursuance of this contract from the date of order.

15. TAXES AND DUTIES

The bidder 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 the procurement of materials for execution of the contract.

16. 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 the bidder's bill. Bidder 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 with 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.

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

17. NEW LEVIES/ TAXES

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

18. SUPERVISION & LABOUR:

The bidder will be responsible for providing labour of adequate skill and supervisory staff for the timely execution of work.

19. LABOUR LAWS AND STATUTORY OBLIGATION:

The bidder will observe with the quoted rates all statutory obligations during the execution of the work including Minimum Wages Act, Act covering P.F., E.S.I and other statutory benefits, Employees Compensation Act, Contract Labour (Regulation & Abolition Act 1970 & subsequent amendment and other Govt. Notifications, Acts in force in the State of UP/ Central Government. BBJ will have no responsibility in this regard. Additional all other of the appropriate Government, Laws, By-Laws of Acts, which apply to the successful bidder shall duly comply.

20. ARBITRATION

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

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

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

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

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

21. INDEMNITY

Bidder shall indemnify BBJ against all claims in respect of their contractual obligations in the event of non-compliance of statutory rules/ obligations/ laws/ taxes & duties etc.

22. TERMINATION OF CONTRACT

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

The successful bidder 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 the stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful Bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.) and the decision of BBJ in this respect shall be final.

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

23. JURISDICTION OF COURT

The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

24. FORCE MAJEURE:

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

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

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

25. 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) Notice Inviting Tender
- 9) Instructions to the Bidders (IB)
- 10) General Conditions of Contract

26. IMPORTANT NOTES;

- (A) BBJ reserves the right to:
- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (ii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
 - (iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
 - (iv) May ask for further qualification during techno commercial scrutiny of bids received.
 - (v) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
 - (vi) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during the preparation of bid irrespective of whether it is accepted or not.
 - (vii) 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.
 - (viii) 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.

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DGM(P-V)

GENERAL CONDITION OF THE CONTRACT

GCC-1

1.0	DEFINITION: In the contract, as defined under, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:-
i)	"OWNER" shall mean the Authority through whom the project is being financed.
ii)	The "ACCEPTING AUTHORITY" shall mean the CHAIRMAN & MANAGING DIRECTOR, BBJ, 27, R. N MUKHERJEE ROAD, KOLKATA – 700 001.
iii)	"OWNER"/ "CLIENT" / "PRINCIPAL CONTRACTOR" / "IRCON/ SEC RAILWAY" means IRCON/ SEC 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 e-Tender (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 the 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 conditions shall mean the relevant schedule(s) of work and quantity annexed to the tender document by BBJ or the standard schedule of rates prescribed by BBJ and the amendments thereto issued from time to time.
xii)	The "SITE" shall mean the lands and/or other places on/under/in or through which the work is to be executed under the contract including any other lands or places provided by BBJ for the purpose of execution of the contract.
xiii)	"TEMPORARY WORKS" shall mean all the temporary works of every kind required for the execution, completion or maintenance of the work.
xiv)	"URGENT WORKS" shall mean any urgent measures which in the opinion of the Engineer-In-Charge, becomes necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.

GENERAL CONDITION OF THE CONTRACT**GCC-2**

xv)	A "WEEK" shall mean seven days without regard to the number of hours worked on 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 the establishment, labour, material, transport, all taxes & duties and levies etc. applicable to the execution of the entire job;
2.0	EXPERIENCE CRITERIA: The bidder must have adequate past experience of work of similar nature as defined in Instruction to Bidder, the documentary evidence of which need to be furnished.
3.0	SUBMISSION OF BID: Bids to be submitted online on CPPP's website in a two-bid system:
i)	TECHNO-COMMERCIAL BID: Scanned copy of the EMD, Cost of Tender and other documents, as stated in the Instruction to Bidder section of this eNIT, are to be uploaded in CPPP portal (https://eprocure.gov.in/eprocure) and hard copies of all documents including physical instrument (EMD & Cost of Tender in original) are required to put into a sealed envelope superscribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL PART" and addressed to DGM (P-V), The Braithwaite Burn & Jessop Construction Company Limited.
ii)	PRICE BID: Properly filled up Schedule of Rate / BILL OF QUANTITIES (BOQ) is to be uploaded in CPPP website and hard copy of the same put into a separate sealed envelope duly signed with an official stamp to be sent to BBJ's Office, superscribing "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 bidder without assigning any reason whatsoever.

GENERAL CONDITION OF THE CONTRACT

GCC-3

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 execute 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 work over and above those included in the contract requirements 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 an 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 therefore 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 a reduction in the actual quantity.
iii)	In the event of any reduction in the quantity or omission of any item in the BOQ to be executed for any reasons whatsoever, the sub-contractor shall not be entitled to any compensation, but shall be paid only for the actual amount of work done.
iv)	The unit rate quoted by the bidder will stand unchanged, in case of variation (+/-) of quantities up to any extent.
v)	The quantities of each item of work furnished in BOQ are approximate and are intended for the guidance of bidder / sub-contractors. In actual execution of work, there may be some increase in the quantities specified, such variation shall in no degree affect 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.

GENERAL CONDITION OF THE CONTRACT**GCC-4**

g)	<p><u>SEPARATE CONTRACTS IN CONNECTION WITH WORKS:</u></p> <p>The BBJ shall have the right to let out our contracts in connection with the works. The Sub-Contractor shall afford to the other Sub-Contractors reasonable opportunity of storage of their materials and the execution of their work and shall properly connect and co-ordinate his work with theirs. If any part of the Sub-Contractor's work depends on proper execution or depends upon the work of another Sub-Contractor, the Sub-Contractor shall inspect and promptly report to the Engineer-In-Charge any defects in such work that render it unsuitable for the proper execution of his portion of work. The Sub-Contractor's failure to inspect or report shall constitute an acceptance of the other Sub-Contractor's work. However, for defect/s, which may develop in the other Sub-Contractor's work after the execution of his work, he will be not responsible.</p>
h)	<p><u>INSTRUCTIONS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE:</u></p> <p>Any instructions or approval given by the Engineer-in-Charge's representative to the Sub-Contractor in connection with the work shall bind to the Sub-Contractor as though it had been given by the Engineer-In-Charge provided as follows:-</p>
i)	<p>Failure of the Engineer-In-Charge's representative to disapprove any work or materials shall not prejudice the power of the Engineer-In-Charge, thereafter, to disapprove such work of materials and to order the removal or breaking up thereof.</p>
ii)	<p>If the Sub-Contractor shall be dissatisfied by reasons of any decision of the Engineer-In-Charge's representative, he shall be entitled to refer the matter to the Engineer-In-Charge, he shall thereupon confirm or alter/modify such decisions.</p>
i)	<p><u>ADHERENCE TO SPECIFICATION AND DRAWINGS:</u></p> <p>The whole of the works shall be executed in conformity with the specifications and drawings. If the Sub-Contractor performs any work in a manner contrary to the specifications or drawings or both without obtaining the approval of the Engineer-In-Charge, he shall bear all the consequences and costs arising or ensuing therefrom and shall be responsible for all loss to BBJ and their client.</p>
j)	<p><u>DRAWINGS AND SPECIFICATION OF THE WORKS:</u></p> <p>The Sub-Contractor shall keep one copy of drawings and specifications at the site, in good order and such other contract documents as may be necessary to the Engineer-In-Charge and or the Engineer-In-Charge's representative.</p>
k)	<p><u>OWNERSHIP OF DRAWINGS AND SPECIFICATIONS:</u></p> <p>All drawings and specifications and copies thereof furnished by BBJ to the Sub-Contractor are deemed to be the property of BBJ. They shall not be used for other works and with the exception of the signed contract, shall be returned by the Sub-Contractor to BBJ on completion of the works or termination of the contract.</p>
l)	<p><u>SHEDS, STOREHOUSES AND YARDS:</u></p> <p>The Sub-Contractor shall on his own expense shall provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer-In-Charge is requisite for carrying out the works and the Sub-Contractor shall keep at each of such sheds, storehouses and yards, a sufficient quantity of material and plant in much as not to delay the carrying out of the works with due expedition and the Engineer-In-Charge and/or the authorised representative of the Engineer-In-Charge shall have free access to the said sheds, storehouse and yards at any time for the purpose of inspecting the stock of materials and plant so kept in hand and any materials or plant which the Engineer-In-Charge may object to shall not be brought upon or used in works, but shall be forthwith removed from the sheds, storehouses or yards by the Sub-Contractor. The Sub-Contractor shall at his own expense provide and maintain suitable mortar mills, soaking vats steel treatment bath or any other equipment necessary for the execution of the work.</p>

GENERAL CONDITION OF THE CONTRACT

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

GENERAL CONDITION OF THE CONTRACT**GCC-6**

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

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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GENERAL CONDITION OF THE CONTRACT

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v)	the Sub-Contractor's property as may be on site due to such removal therefrom, 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 in accordance with the relevant Indian Standard Specification Code of practice. Such measurement will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer-In-Charge shall be proper having regard to the progress of the works. The date and time on which the "On-Account" or final measurement are to be made shall be communicated to the Sub-Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer-In-Charge or Engineer-In-Charge's representative) recorded in the official measurement book as an acknowledgement of his acceptance of the accuracy of the measurement. Failing the Sub-Contractor's attendance the work may be measured up in his absence and such measurements shall notwithstanding such absence, be binding upon the Sub-Contractor whether or not he shall have the measurement book.
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 of 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.

GENERAL CONDITION OF THE CONTRACT

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6.0	<p><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 issued by him and that the Engineer-In-Charge may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.</p>
7.0	<p><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.</p>
8.0	<p><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.</p>
9.0	<p><u>MANNER OF PAYMENT:</u> Unless otherwise specified, payment to the Sub-Contractor will be made by cheque.</p>
10.0	<p><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 regarded as payments by way of advance against the final payments only and not as payments as work actually done and completed and shall not preclude the Engineer-In-Charge from requiring bad, unsound, imperfect or unskilful work to be dismantled and removed from the site and reconstructed or re-erected as per specifications. No payment shall be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim, nor shall it conclude determine or affect in any way the powers of the Engineer-In-Charge as to the final settlement and adjustment of the contract. The final bill shall be submitted by the Sub-Contractor within one month of the date of the completion of work. The certificate of the Engineer-In-Charge of the measurement value of the total amount payable for the work shall be final and binding on all parties.</p>
11.0	<p><u>FINAL PAYMENT:</u> On the Engineer-In-Charge’s certificate of completion in respect of the works, an adjustment shall be made and the balance of account based on the Engineer-In-Charge or the Engineer-In-Charge’s representative’s certified measurements of the quantity of work executed by the Sub-Contractor up to the date of completion and on the accepted schedule of rates shall be paid to the Sub-Contractor subject to any deduction which may be made under agreement and subject to the Sub-Contractor having delivered to the Engineer-In-Charge a full account in detail of all claims he may have or BBJ in respect of the works or having delivered a “No Claim” certificate and the Engineer-In-Charge after the receipt of such account, will give a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the contract have been completed, that they have been inspected by him since their completion and bound to be in good and substantial order that all properties and the things removed during execution of the work, have been properly replaced and made good all expenses and demands incurred by or made upon or in the respect of damage or loss by, from or in consequence of the woks have been satisfied, agreeable and in conformity with the contract.</p>

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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 the owner harmless from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any violation or requirements and also from all claim, suit of proceeding that may be brought against the owner arising under, growing out of or by reason of the work provided for by this Contract, by third parties, or Central or State Government authority or any other Sub-division thereof.</p>
13.0	<p><u>DEDUCTION OF INCOME TAX, SALES TAX, EXCISE DUTY AND ANY OTHER TAXES AND DUTIES, OCTROI ETC.:</u> All Statutory Taxes and Duties will be deducted at source from the 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 WITH LABOUR LAWS:</u> The Contractor must comply with and fulfil all the statutory provisions/ conditions required under the following Acts & Rules (as applicable) including the subsequent amendments to the same till date therein;</p>

Sl. No.	Acts & Rules for Compliance
(i)	The Contract Labour (Regulation & Abolition) Act, 1970, and The Contract Labour (Regulation & Abolition) Central Rules, 1971 (The Contractor shall comply with the provisions of the said Act and Rules and indemnify BBJ from and against any claim arising therein)
(ii)	The Minimum Wages Act, 1948, and The Minimum Wages (Central Rules), 1950 (Contractor is required to pay minimum wage as per central Government Notification / State Government Notification whichever is higher at the time of payment of wages. Representative of Principal Employer is required to record his signature on wages registers in compliance to above Rules.
(iii)	The Payment of Wages Act, 1936, and The payment of Wages (Procedure) Rules, 1937
(iv)	The Employees Provident Fund & Misc. Provisions Act, 1952, and Employees Provident Funds Scheme, 1952
(v)	The Employees State Insurance Act, 1948, and The Employees State Insurance (Central) Rules, 1950, & The Employees State Insurance (General) Regulations, 1950 (As applicable to the Contractor)
(vi)	The Industrial Disputes Act, 1947, and The Industrial Disputes (Central) Rules, 1957
(vii)	The Employees Compensation Act, 1923, and The Workmen's Compensation Rules, 1924

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(viii)	Building and Other Construction Work (BOCW) Act, 1996 The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Central Rules, 1998 (Compliance is necessary as per applicability)
(ix)	The Payment of Bonus Act, 1965 The Payment of Bonus Rules, 1975
(x)	The Child Labour (Prohibition & Regulation) Act, 1986
	Additionally, All other Central / State Acts & their Rules which become applicable to the Contractor shall be complied to by the Contractor And Any Act / Rule / Code as and when they become applicable and/or are notified as becoming operational and if applicable upon the Contractor shall be complied to without fail by the Contractor

- 14.01 The Contractor shall submit periodical returns i.e. under ESI Act, EPFO Act, Unified Annual Returns under Contract Labour (R&A) Act, and any other Act under which it becomes legally binding to submit returns to the Principal Employer / BBJ from time to time.
- 14.02 The Contractor shall maintain complete official records as per aforesaid labour laws/Acts in respect of all their labour deployment and produce the same if ever required by the Principal Employer
- 14.03 The Contractor shall maintain a personal file in respect to their staff who are deployed. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary/ Permanent) including ID Proof such as Aadhar Card, Voters ID card etc.
- 14.04 Police Verification before deployment of their Manpower should be done by the Contractor must possess valid up-to-date Labour License and submit a copy of the same to Principal Employer / BBJ

The contractor must maintain the following Registers:

- a) Register of persons employed in Form XII
- b) Employment card in Form XIV to be issued to each worker
- c) Muster Roll in Form XVI
- d) Register of Wages in Form XVII
- e) Register of Fines in Form XXI
- f) Register of Advance in Form XXII
- g) Register of Overtime in Form XXIII
- h) Wages slip in Form XIX to be issued to each worker

- 14.05 Half-yearly Returns ending on 30th June and Annual Returns ending on 31st December to be submitted to Licensing Authority / Officer within 30 days of completion of half and annual ending
- 14.06 Contractor should make due provisions in his own expense adequate arrangement for housing, supply of clean and uncontaminated drinking water, latrines and urinals for his

staff/workers

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- 14.07 Contractor has to supply his staff/workers invariably with adequate safety gear of good quality for their protection and safety
- 14.08 Due care and necessary briefing on COVID-19 guidelines, including sanitisers, social distancing training/briefing, masks must be provided by the Contractor to his staff/workers
- 14.09 Contractor must keep First Aid, emergency care equipment with up-to-date contents at the site for use in case of injuries requiring First Aid
- 14.10 The Contractor shall not employ children/individuals below the age of 15 directly or through petty sub-contractors engaged by them
- 14.11 Contractor may see to it that female labour is not engaged at the worksite either directly or through the petty agencies employed on the work site if any
- 14.12 Contractor must direct his staff/workers not to consume intoxicating substances, liquor while on duty nor at the worksite, nor engage in such activities near the worksite. A breach in these guidelines may attract due action.
- 14.13 Contractor shall display/put up Notice in Local language of the area and English / Hindi at the work-site of – (a) rate of Wages (b) Hours of Work (c) Wage Period (d) date of payment of wages and unpaid wages (e) Name and Address of Inspector/labour Enforcement Officer and Authorities as applicable (f) Place and time of disbursement of wages (g) abstract Contract Labour (Regulation & Abolition) Act (h) Intimation on commencement and completion of work, weekly holiday and rest day (as applicable) and Hours of Work
- 14.14 The Contractor should maintain a list of suitable manpower duly verified by Police for deployment as and when the need arises
- 14.15 The Contractor should make suitable arrangements for supervision of the manpower deployed under him and other related works if any.
- 14.16 The Contractor shall ensure that their workers/staff deployed for work maintain proper discipline and conduct and shall be available during their duty hours and they shall not leave their place of duty without authorization of their supervisory authority.
- 14.17 The Contractor shall indemnify the Principal Employer / BBJ from any dispute of manpower deployed and/or non-compliance to law by the Contractor, and the manpower so deployed shall not be in any way the employees of the Principal Employer / BBJ.
- 14.18 Contractor will be responsible for making the payment directly to the deployed manpower through bank transfer in accordance with relevant provisions under The Payment of Wages Act, 1936, The payment of Wages (Procedure) Rules, 1937 and The Minimum Wages Act
- 14.19 The Contractor shall be responsible for all injuries and accidents to persons employed by him. In the event of injury, illness or mishappening to any manpower deployed, BBJ will not be liable to pay any compensation. The Principal Employer / BBJ shall not be

liable for or in respect of any damage or compensation payable at law in respect or in

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the consequence of any accident or injury to any workman/staff of the Contractor / Sub Contractor. Contractor and Sub-Contractor shall indemnify and keep indemnified the BBJ against all such damages, and compensation as against all claims, demands, proceedings, cost charges and expenses whatsoever in respect or in relation thereto.

- 14.20 Contractor shall have to engage the required number of manpower and failing to do so might attract imposition of relevant Clauses of the Contract (as applicable)
- 14.21 In case of disputes for non-payment / less payment of wages and other dues to the deployed manpower or any other connected issue, the payment due to the Contractor may be withheld till settlement of the disputes on the orders of the relevant Authority or court of law.
- 14.22 Contractor is responsible to ensure the high integrity of the manpower deployed by him. Any personnel deployed by the agency, caught making theft shall be handed over to the local police as per law in addition to actions liable as contained in the terms and condition of the tender/contract.
- 14.23 The engagement and employment of labours and payment of wages to them should be as per existing provisions of various labour laws and regulations and is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be a breach of this contract.
- 14.24 Principal Employer/ BBJ may at any stage may ask the contractor to produce documents to verify that the above provisions/laws are being complied with by the Contractor.
- 14.25 The Contractor shall abide by all labour laws as stated above and all such Laws, Bye-Laws, Rules, Regulations, Codes that may become applicable during the currency of the period of the contract
- 14.26 The details of EPF/ESI in respect of their deployed employees/staff shall be submitted by the Contractor to Principal Employer / BBJ every month along with the bills on or before the 10th of the month.
- 14.27 The Contractor shall abide including but not limited to, matters relating to the timely payment of wages (i.e. by 07th of the Month)
- 14.28 The contractor shall be liable for any legal dispute/case/claims that arises or may arise during the currency of the contract due to non-compliance of labour or other related laws with regard to his labour engaged.
- 14.29 The contractor shall be responsible for compliance of all the provisions rules/regulations of Contract Labour Act (R&A) Act, 1970 and State Govt. instructions that are/will be applicable to and aimed to protect the interest of his employees/worker engaged under this contract
- 14.30 The Contractor will have to maintain the relevant statutory records in the manner prescribed under Law and produce the same to Principal Employer / BBJ for inspection as and when required.

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- 14.31 The contractor shall indemnify the BBJ and hold it harmless in respect of all other / any expenses arising out of such injury or damage to persons property as aforesaid and also in respect of any claim made in respect of injury, damage under any act of the Government or otherwise and also in respect of any award or compensation or damages which may be passed consequent upon such claims.
- 14.32 The manpower supplied by the Contractor will work under their supervision.
- 14.33 Any injury/accident that occurred at the workplace shall immediately be reported to the concerned officer / Site In-Charge of BBJ and Supervisor
- 14.34 Insurance: Contractor shall at his own expense carry and maintain insurance with reputable Insurance Companies to the satisfaction of the Principal Employer/ BBJ, as follows:
- a) Employees State Insurance Act: The Contractor agrees to and does hereby accept full exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948 and further, agrees to defend, indemnify and hold Principal Employer / BBJ 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 Contractor or Sub-Contractor of the Employees State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the Principal Employer / BBJ arising thereunder, growing out of or by reason of the work provided for by this contract.
 - b) Workmen’s Compensation and Employer’s Liability Insurance: WC Policy / Insurance shall be effected for all the employees of the Contractor. If any of the work is sublet, the Contractor shall require the 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

Where work being sub-let by Contractor to Sub-Contractor, provisions with regard to legal compliances of labour laws detailed above shall be duly and thoroughly complied to by the Sb-Contractor for which Contractor has to take responsibility

a)	<u>PERTAINING TO LICENCE:</u> A copy of the Labour Licence is 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 worksite 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 the 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.
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d)	<p><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.</p>
16.0	<p><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 campsites shall be maintained in clean sanitary conditions by the Sub-Contractor at his own cost.</p>
17.0	<p><u>WATER SUPPLY:</u> The Sub-Contractor shall arrange at his own cost water both for drinking purposes and for the purpose of execution of work.</p>
18.0	<p><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 a generator set of suitable capacity for each purpose of uninterrupted progress of work.</p>
19.0	<p><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.</p>
20.0	<p><u>WELFARE & HEALTH</u> First Aid facilities to be provided as per the specification laid down under Rules. Canteen facilities and Rest Room to be provided as per Rules.</p>
21.0	<p><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 the site should be as prescribed under the Contract Labour (Regulation & Abolition) Act and Rules.</p>
22.0	<p><u>OUTBREAK 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.</p>
23.0	<p><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 others employed directly or through the petty agencies on the works.</p>
24.0	<p><u>USE OF INTOXICANTS AT WORK SITE AND ENCAMPMENTS FOR THE WORK</u> The sale of ardent spirits or other intoxicating beverages on the worksite or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Sub-Contractor or any of his employee directly or through the petty Sub-Contractors or sub-Sub-Contractors employed on the work shall be forbidden and the Sub-Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition</p>
25.0	<p><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.</p>

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26.0	<p><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.</p>
27.0	<p><u>EMPLOYMENT OF LABOUR FROM SCARCITY AREA</u> If the government declares a state of a scarcity of famine to exist in any village situated within 10 miles of the work, piece worker / Sub-Contractor shall employ upon such parts of the work as suitable for unskilled labour any person certified to him by the Engineer-In-Charge or by any other person to whom the Engineer-In-Charge may have delegated this in writing to be in need to relief and shall be bound to pay to such person wages, not below the minimum which Government may have fixed in the behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the General Manager (Engg.) whose decision shall be final and binding on the piece worker/Sub-Contractor.</p>
28.0	<p><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:-</p>
a)	<p><u>EMPLOYEES STATE INSURANCE ACT</u> The Sub-Contractor agrees to and does hereby accept full exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act, 1948 and Sub-Contractor further agrees to defend, indemnify and hold the 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.</p>
b)	<p><u>WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE</u> Insurance shall be effective for all the Sub-Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Sub-Contractor shall require the Sub-Sub-Contractor to provide workmen's compensation and employee's liability insurance for the latter's employees, if such employees are not covered under the Sub-Contractor's insurance.</p>

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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, equipment and materials from one place to another so that they do not cause any damage to the 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 the 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 THE OWNER</u> Sub-Contractor shall also carry and maintain any other insurance, which he may be required under law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the owner.
g)	<u>ACCIDENT OR INJURY TO WORKMEN</u> The owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Sub-Contractor or any Sub-Sub-Contractor save and except an accident or injury resulting from any act or default of the owner, his agent or servants and the Sub-Contractor shall indemnify and keep indemnified the owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, cost charges and expenses whatsoever in respect or in relation thereto.
h)	<u>TRANSIT INSURANCE</u> In respect of all items to be transported by the Sub-Contractor to the site of work, the cost of transit insurance should be borne by the Sub-Contractor and the quoted price shall be inclusive of the cost.
i)	The Sub-Contractor must submit a photocopy duly signed with an official stamp on each page in each of the above Insurance Policy to the Site-In-Charge/BBJ before the commencement of the work.