

By order of the Govt., The Braithwaite Burn and Jessop Construction Co. Ltd. (A Govt of India Undertaking) stands amalgamated with Bharat Bhari Udyog Nigam Limited (A Govt of India Enterprise) w.e.f. 10.07.2015.

NIT/DGM(P-V)/FABRICATION /CHANDIGARH

DATE:-16.10.2015

Regd. Office:26. Raja Santosh Road, **Corporate Office:** 27, Rajendra Nath Mukherjee
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Correspondences may be addressed to the corporate office

TENDER NO.	NIT/DGM(P-V)/FABRICATION/CHANDIGARH	DATE	16.10.2015
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NOTICE INVITING TENDER

Sealed Tenders are invited from reputed agencies for the following work:

01.	NAME OF THE WORK	FABRICATION, SAND BLASTING, METALISING, PAINTING & ASSEMBLING OF STEEL TRUSS/PLATE GIRDERS OF ALL TYPES OF STRUCTURAL STEEL FOR BR. NO. 262 (SPAN 14X30.5M), BR. NO. 278 (SPAN 1X24.4M) AS PER RDSO APPROVED DRAWINGS INCLUDING FABRICATION OF ASSOCIATED COMPONENTS, COMPLETE TRIAL ASSEMBLY OF GIRDERS, DISMANTLING, LOADING OF FINISHED FABRICATED GIRDER COMPONENTS, TRANSPORTING AND DELIVERY TO SITE NEAR CHANDIGARH CITY ON DHAPPAR - CHANDIGARH SECTION OF NORTHERN RAILWAY.
02.	QUANTITY	AS PER BOQ (1)
02.	COMPLETION PERIOD	08 (EIGHT) MONTHS
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	Rs. 1,000/- (RUPEES ONE THOUSAND ONLY) BY CASH / PAY ORDER / DEMAND DRAFT IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMITTING TENDER FEE.
04.	EARNEST MONEY DEPOSIT	Rs. 2,50,000/- (RUPEES TWO LAKH FIFTY THOUSAND ONLY) BY PAY ORDER/ DEMAND DRAFT IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMITTING EMD. EXISTING CONTRACTORS WORKING WITH BBUNL MAY ADJUST THE EMD FROM THEIR PENDING BILLS.
05.	ISSUE OF TENDER DOCUMENT	BETWEEN 17.10.15 AND 06.11.15 DURING OFFICE HOURS AT BBUNL CORPORATE OFFICE. THE TENDER DOCUMENT MAY ALSO BE DOWNLOADED FROM website: www.bbunl.com or www.bbjconst.com or www.eprocure.gov.in (CPP PORTAL). "CORRIGENDUM", IF ANY. WOULD APPEAR ONLY ON THE BBUNL/BBJ WEBSITE AND NOT TO BE PUBLISHED IN ANY NEWS PAPER.
06.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 11.30 PM ON 07.11.15 AT BBUNL CORPORATE OFFICE
07.	OPENING OF TENDER (TECHNO COMMERCIAL PART)	ON 07.11.15 AT BBUNL CORPORATE OFFICE. AT 12:30 P.M.
08.	PLACE OF FABRICATION WORK	PREFERABLY NEAR CHANDIGARH OR AT THE SITE OF BRIDGE NO. 262 WHERE RAILWAY LAND IS AVAILABLE FOR ESTABLISHING WORKSHOP

By order of the Govt., The Braithwaite Burn and Jessop Construction Co. Ltd. (A Govt of India Undertaking) stands amalgamated with Bharat Bhari Udyog Nigam Limited (A Govt of India Enterprise) w.e.f. 10.07.2015.

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INSTRUCTION TO BIDDERS

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

2. LANGUAGE

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

3. ELIGIBILITY CRITERIA

- a) Firms must have experience of completion of one work of fabrication of welded steel bridge girder, which includes welding by SAW machine and other under strict quality procedure, during last 5 years.
- b) Firm should have RDSO approved workshop preferably near Chandigarh, Punjab or Firm will obtain RDSO approval for fabrication before starting the work (Not more than 60 days from award of work).
- c) Any firm who financially qualified but does not qualify technically may enter into a TECHNICAL TIE-UP /MOU with another firm having technical expertise and past experience of doing similar bridge work through an agreement. The partners of the said MOU to be jointly or individually responsible for fulfilment of the contractual obligation.

4. SUBMISSION OF BID

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

INSTRUCTION TO BIDDERS

QUANTITIES should be properly filled, both in figures and words. No overwriting, use of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry to be signed and sealed with company's seal. In the event of any difference between figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender. Tenders to be submitted in two parts as per following:

c) TECHNO-COMMERCIAL PART

The Techno-Commercial bid should contain the following:

- i) Sub-contractor's **EXPERIENCE CERTIFICATE** pertaining to job / similar nature of job.
- ii) Signed copy of **PAN** and **VAT registration certificates** should be furnished along with the Techno-commercial bid.
- iii) Copy of P.F./ESI Registration Certificate.
- iv) Company's audited Balance Sheet for last 3(three) years.
- v) Earnest Money Deposit (EMD) of **Rs. 2,50,000/-** (RUPEES TWO LAKH FIFTY THOUSAND ONLY) in the form of crossed D/D or pay order or Banker's cheque from Nationalised Bank at Kolkata, drawn in favour of "The Braithwaite Burn and Jessop Construction Co. Ltd." and payable at Kolkata. For the case of successful bidder, this EMD will be converted to Security Deposit till completion of Defect Liability Period.
- vi) **LIST OF DEVIATIONS** duly filled as per BBUNL format enclosed (Annexure-I).
- vii) The above documents are to be put in a sealed envelope superscribing "**TENDER NOTICE NO. AND TECHNO-COMMERCIAL PART**" to be submitted to BBUNL .

d) PRICE PART

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

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

5. EXEMPTION FOR MICRO & SMALL ENTERPRISES:

- i) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given following benefits:-
 - a) Issue of Tender set free of cost

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INSTRUCTION TO BIDDERS

b) Exemption from payment of Earnest Money Deposit
ii) Firms registered with NSIC under its “Single Point Registration Scheme”. (Exemption will apply only to items / service indicated under description of work / supplies / services & value up to which the firms are registered with NSIC). To obtain above benefits, firms should necessarily submit valid copy of the Registration Certificate issued by NSIC. **Firms in the process of obtaining NSIC Registration will not be considered for the benefits.**

6. All costs and expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBUNL shall be to the account of the Tenderer and BBUNL shall bear no liability whatsoever on such cost expenses.

7. Conditional tenders may be rejected and no additional clause will be entertained.

8. 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 BBUNL . BBUNL 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 BBUNL. BBUNL also reserves the absolute right to split up and award the requirement between two or more Tenderers/bidders. In such case, L₁ bidder will get at least 60% of the total quantity.

9. CURRENCIES OF BID AND PAYMENT

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

10. All duties, taxes, fees and other levies payable by the Sub-Contractor under the contract or any other cause shall be included in the quoted prices.

11. VALIDITY OF TENDER

90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted. BBUNL reserves the right to ask for the extension of validity, if any.

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INSTRUCTION TO BIDDERS

12. In case of ambiguities within clauses of different sections of this tender document, the order of preference will be in the following manner:

1ST: INSTRUCTIONS TO THE BIDDERS (IB)

2ND: SCOPE OF WORK (SOW)

3RD: SPECIAL CONDITION OF CONTRACT (SCC).

4TH: TECHNICAL SPECIFICATION.

5TH: BILL OF QUANTITIES (BOQ)

6TH: GENERAL CONDITION OF CONTRACT(GCC)

7TH: INDIAN STANDARDS.

13. General Arrangement (G.A.) drawing is not attached with this tender document. The bidders may see the General Arrangement drawing at BBUNL corporate office at 27, R.N. Mukherjee Road, Kolkata-700 001 during Office hours till last date of issue of Tender.

SCOPE OF WORKS

NAME OF WORK: -

Fabrication, Sand blasting, Metalising, Paintining & Assembling of steel truss/plate girders of all types of structural steel for br. no. 262 (span 14x30.5m), br. no. 278 (span 1x24.4m), as per RDSO approved drawings including fabrication of associated components, complete trial assembly of girders, dismantling, loading of finished fabricated girder components, transporting and delivery to site near Chandigarh city on Dhappar - Chandigarh section of Northern Railway.

1. JOB QUANTUM – Fabrication work:

The quantum of fabrication work shall be around **1006 MT (approx.)** and **Sandblasting and Metalising quantity is about 6000 SQM (approx.)** as already described. Fabrication need to be done to achieve proper camber profile. Necessary trial assembly / control assembly need to be done to satisfy the inspector as per relevant bridge code and RDSO approved drawings. Drawings will be available at BBUNL's (corporate office) drawing office at 27, R. N. Mukherjee Road (2nd Floor), Kolkata-700001. The tenderer/s should visit BBUNL's drawing office on any working day (Monday to Friday, 10 A.M. to 1 P.M. and 2 P.M. to 5 P.M.) & Saturday (10 A.M to 1 P.M) for studying the drawings. BBUNL reserves the right to alter/modify the drawing/specification to suit to their condition. If due to change in drawing/specification, there is any increase/decrease in items/quantities or both, payment will be made only for actual approved D.O.D.L /approved material list tonnage certified by Northern RAILWAY/their authorized agency. However, the payment will be restricted to the tonnage of span mentioned in drawing/ or DODL/approved material list.

2. BRIEF SCOPE OF WORK OF THE AGENCY:

The scope of work will included but not limited to the following:

- 1) Getting the Shop approved by RAILWAY/RDSO for fabrication.
- 2) Preparation of WPS/PQR and getting approval from BBUNL/N. RAILWAY/RDSO.
- 3) Arranging Welder's qualification test & get it approved by BBUNL /N.RAILWAY/RDSO, issuing certificate with photographs.
- 4) Getting approval for brand and quality of consumables as per QAP from BBUNL/N. RAILWAY /RDSO.

SCOPE OF WORKS

- 5) Testing of all inputs items except raw steel materials will be responsibility of The Agency. If the material fails to meet the approved specifications, it will be The Agency's responsibility to arrange for replacement .
- 6) A clear demarcated area (Fabrication Shop) will be identified and production for this job will be done in that area.
- 7) Arranging accommodation and conveyance for your workmen and staff.
- 8) Arranging Power and Water required for the job.
- 9) Unloading the Raw materials with your own crane within a reasonable time.
- 10) Making the necessary lay outs, templates, jigs & fixtures to complete fabrication work by providing bushes, drifts etc. for drilling.
- 11) All necessary drifts, nuts & service bolts for trial assembly.
- 12) Necessary processing of raw materials including straightening & cleaning.
- 13) Complete welding as per approved drawing and specification with marking for assembly.
- 14) Testing of welded joints as per technical specification & QAP (latest editions) provided.
- 15) Approval from Railway or their authorised agency for quality & workmanship of the material and fabricated structures will be responsibility of The Agency. BBUNL will extend support for the same.
- 16) Any testing equipment, if required, will be arranged by The Agency.
- 17) Trial assembly & dismantling.
- 18) Loading the fabricated parts to the trailer /truck with proper wooden platform & tying arrangement for dispatch to site. Necessary trailer / truck shall be arranged by the agency for transporting and delivery to site.
- 19) Place of Fabrication work should be preferably near the site (Chandigarh) or at the site of bridge no. 262 where railway land is available for establishing workshop .
- 20) Getting the Fabrication shop approved by RDSO/N. Railway
- 21) Fabrication and Metalising of components including sandblasting and 3 coats of painting and getting them approved by RDSO/N. Railway.
- 22) Taking delivery of Raw Steel and other free issue material from BBUNL Site near Chandigarh city and carry the same to their workshop.

SCOPE OF WORKS

- 23) Making necessary arrangement at Fabrication Shop to ensure all safety and security of personnel authorised by BBUNL/ N. Railway/ BBUNL, Plant & Machineries, materials etc.
- 24) Arranging necessary inspection and getting the subject work approved by BBUNL, N. Railway , RDSO.
- 25) All Workshop structures, Labour, Plants & Machineries, handling equipments, welding consumable, cutting gases and other inputs etc. required for the work would be supplied by Agency.
- 26) Steel, Paint, HSFG Bolts for permanent works will be supplied by BBUNL
- 27) The Agency has to take care of any local issues at workshop for smooth functioning.

SPECIAL CONDITION OF THE CONTRACT

1. TECHNICAL SPECIFICATION

The work should strictly be done in accordance with the relevant technical specification. The raw material, consumable etc. shall be as per relevant specification and shall be used after approval of BBUNL/N. RAILWAY /RDSO or their representative.

Raw material, consumables, etc should be. strictly as per relevant specification and as laid down in QAP and shall be used after approval of BBUNL/N. RAILWAY or their representative.

2. WORKMANSHIP:

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

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

3. TESTING OF WELDING

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

4. QUANTITY OF WORK TO EXECUTE

Total quantity of work (As per BOQ-1) can vary to any extent but the rate finalized will not change up to the completion of the project.

5. DURATION OF WORK

Time is the essence of this contract. Duration of work is 8(Eight) Months and the date of commencement will be considered the date of issue of letter of intent (LOI) or work order whichever is earlier.

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

SPECIAL CONDITION OF THE CONTRACT

6. UNIT PRICE

Unit rate of the work will be per MT and per SQM.

Price shall be inclusive of material, mobilization, demobilization, manpower, consumables cost, all cost of infrastructure, water, electricity, plant & equipment, all charges towards labor and supervisory charges, transportation, tools and tackles, consumables, POL, enabling & protection works, scaffolding, testing and all applicable taxes, insurance, statutory, incidental charges, supervision, overheads, profit, obtaining permissions from local bodies and any other charges that may be necessary to be incurred for successful completion of your scope of work of fabrication on time. Only Entry Tax, if any will be borne by BBUNL/BBJ.

7. VALIDITY

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

8. TAXES & DUTIES

The price is inclusive of all taxes and duties (except Excise Duty) and incidental charges and all other local taxes, duties including WCT etc. No escalation or any variation in the prices is payable to The Agency on account of any increase or modification in the tax structure or introduction / modification of existing levy structure. Income tax & WCT at prevailing rate shall be deducted from THE AGENCY's bills. BBUNL will issue necessary TDS certificate for such deductions.

9. SUBMISSION OF BILLS AND PAYMENTS

A Tax Invoice shall be submitted by THE AGENCY fortnightly on or before the date fixed by BBUNL for all works executed in the period of the month. Payment will be released stage wise based on the fortnightly certified bill based on weight as per approved DODL:

1. 40% (forty) of the accepted rate will be released after fabrication of bridge components in black condition complete in all respect as per approved drawing /material list/DODL duly inspected by BBUNL/N. RAILWAY but before receipt of I.C. from N. RAILWAY /RDSO and or authorized representative of N. RAILWAY.
2. 50% (fifty) of the accepted rate will be released after delivery of fabricated bridge components at site and receipt of I.C. from N. RAILWAY/ RDSO.
3. 5% (five) of the accepted rate will be released after erection.

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SPECIAL CONDITION OF THE CONTRACT

4. Balance 5% (five) will be released after submission and approval of reconciliation statement of raw steel and return the samples, steel and scraps to BBUNL. However, the agency must submit part reconciliation statement after completion of the 50% of the scope of work.
5. Excise Duty shall be reimbursed to the Agency on actual after production of document. The Agency shall provide Excise Duty Gate Pass to BBUNL for availing MODVAT/CENVAT and for that purpose the Agency shall inform BBUNL all the excise details including ECC No. for incorporating in the Invoice/Challan of raw steel.

The amount payable to The Agency against the final bill shall be released only on his submitting the following document.

- No Claim Undertaking confirming that the "The Agency" has no claims of any nature against the work order and / or the work done against the work order.
- Unconditional acceptance of the final bill and measurements entered therein.
- Unconditional Undertaking that The Agency' has complied in full with the Legal / Statutory obligations with regard to the labour engaged by him on the job including payment of terminal benefits, if any, and that he indemnifies BBUNL of any obligation / liability that may arise owing to any representation of any workmen employed by him.
- A Clearance Certificate from BBUNL confirming no short-fall of any material issued to him for the purpose of the work.

10. FREE ISSUE AND RECONCILIATION OF RAW STEEL

BBUNL shall issue raw steel based on tare weight up a quantity worked out as the sum of actual weight of finished fabricated steel work (Derived from sectional weight of actual area used as per structural drawing / DODL only) plus 1.5% of actual weight of finished fabricated steel work free of cost. The said 1.5% is considered as invisible wastage and rolling margin. The agency shall be liable to return all surplus steel beyond the said quantity to BBUNL in the form of scrap and off-cut and full length steel. within 3 months from the date of completion of the work. If the agency fails to return the aforesaid surplus steel , BBUNL shall recover the cost of surplus steel based on prevailing market price on or about the date of completion plus cost of transportation of steel from agency's work shop to BBUNL's premises in Kolkata plus clerkage charge @ 5% of total value of steel and transportation cost aforesaid. Raw steel will be supplied by BBUNL against Bank Guarantee of equivalent value of steel, if work is carried out at Contractor's premises. Fabricator has to take delivery of raw steel and other free issue material from site near Chandigarh city and carry the same to his workshop at his own cost. Tenderer should visit site before quoting the rate.

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SPECIAL CONDITION OF THE CONTRACT

11. PERFORMANCE GUARANTEE

As security for proper and faithful fulfillment of the obligation under the order, you shall furnish to us Security Deposit equal to 10% (Ten percent) of the total Contract Value of the Order by Bank Draft or in the form of a Bank Guarantee of equivalent amount from a Nationalized Bank (as per format to be provided by BBUNL within 15 days from the date of issuance of order favouring “The Braithwaite Burn & Jessop Construction Company Limited”. The performance Guarantee should be kept valid till end of Guarantee Period / Defect Liability Period” mentioned in clause no.15 below.)

12. WORKING HOURS

The Agency has to work for 24 hrs to achieve the target. Adequate staff, supervisor, operator shall be provided by The Agency at his own cost. The Agency will take care of all local issues and environment for the work shop.

13. WATCH & WARD

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

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

14. INSURANCE

THE AGENCY shall be responsible for making good to the satisfaction of BBUNL any loss or damages to properties belonging to BBUNL or being executed or being procured by N. RAILWAY if such loss or damages have occurred due to The Agency's work.

The Agency at his own cost shall take out, maintain and arrange for the provisions of the following insurance in such terms and of such duration and of such limits as shall be acceptable during the performance of his obligations under the contract within 30 days from the start of work, failing which no RA bill payment will be made to him.

The Agency shall secure insurance for the Plant and machinery deployed under Construction Plant and Machinery Policy and submit the copy of the policy to BBUNL/N. RAILWAY prior to commencement of the work.

Group Personnel accident Insurance covering The Agency's employees will be arranged by The Agency.

Any such other insurance as may be required of The Agency by statutory bodies and local law in area of his operation will be the responsibility of The Agency.

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SPECIAL CONDITION OF THE CONTRACT

15. DEFECT LIABILITY PERIOD

The Sub-Contractor shall fully guarantee all workmanship in scope of his work to perform strictly in accordance with the specifications. The workmanship shall be free from all defects. Should any workmanship not perform as intended or should workmanship prove defective within a period of 12 (twelve) months from the date of completion of the work, the work shall upon notification of deficiency/ defect be promptly rectified by the Sub-contractor to the satisfaction of BBUNL/N.Railway or any Inspection Agency nominated by BBUNL/N.Railway without any delay and at no extra cost to BBUNL. If the Sub-contractor fails to effect proper replacement within a reasonable time of receipt of BBUNL's notification to this effect, BBUNL, shall be free to take such corrective action at the Sub-Contractor's risk and cost.

16. WORKMEN COMPENSATION INSURANCE

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

17. PROVIDENT FUND

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

18. STATUTORY COMPLIANCE

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

19. DOCUMENTATIONS

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

20. CONFIDENTIALITY OF DOCUMENTS

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

SPECIAL CONDITION OF THE CONTRACT

21. SUBLETTING OF WORK

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

22. INSPECTION OF WORKS

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

23. ORGANIZATION CHART

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

24. SAFETY AND ENVIRONMENT AT SITE

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

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

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

SPECIAL CONDITION OF THE CONTRACT

25. GENERAL

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

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

26. LIQUIDATED DAMAGES

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

27. TERMINATION OF CONTRACT

In the event The Agency's progress is consistently found to be below the accepted pace based on the program as indicated in clause 8 of this document and/or if the quality of works being executed by The Agency falls below the expected standards laid down by us, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, we reserve the right to delete The Agency's scope of work, or, the entire balance work to be taken away from The Agency and BBUNL shall be at liberty to get such works executed by other agencies and in such case we shall not be liable to pay any compensation or make good any damage/s or effect any other payment to The Agency for anticipated reduction in profit or any other ground whatsoever.

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

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NIT/DGM(P-V)/FABRICATION/CHANDIGARH

DATE:-16.10.2015

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SPECIAL CONDITION OF THE CONTRACT

28. RESOLUTION OF DISPUTES AND ARBITRATION

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

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

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DATE:-16.10.2015

ANNEXURE-I

LIST OF DEVIATIONS

SL. NO.	BBUNL NIT TENDER CLAUSE NO.	BIDDER'S DEVIATED CONDITIONS
(1)	(2)	(3)
1.		
2.		
3.		
4.		
5.		
.		

NOTE: IN CASE OF NO DEVIATIONS FROM BBUNL TENDER CONDITIONS, THE TENDERER MUST STRIKE OUT THE COLUMN (3) ABOVE & WRITE NIL DEVIATION;

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DATE:-16.10.2015

ANNEXURE-II

FORMAT

CERTIFICATE

(ON COMPANY LETTER HEAD)

REF.:

DATE:

SUB: **DEPLOYMENT OF WORKMEN FOR FABRICATION WORK AT
CHANDIGARH (PUNJAB)**

REF.: **BBUNL WORK ORDER NO. NIT/DGM(P-V)/FABRICATION
/CHANDIGARH/ 2144 DATED 16.10.2015**

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

We hereby indemnify our employer M/s. BHARAT BHARI UDYOG NIGAM LIMITED regarding compliance of all Statutory requirement of Labour Laws as stated above. M/s. BHARAT BHARI UDYOG NIGAM LIMITED will have no responsibility in this regard.

(Authorized Signatory)

Signature with Office Seal

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ANNEXURE-III

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

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ANNEXURE-III

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

Bharat Bhari Udyog Nigam Limited
(A Govt. of India Enterprise)

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PRICE PART

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NIT/DGM(P-V)/FABRICATION/CHANDIGARH

DATE:-16.10.2015

Name of Work:-

FABRICATION, SAND BLASTING, METALISING, PAINTINING & ASSEMBLING OF STEEL TRUSS/PLATE GIRDERS OF ALL TYPES OF STRUCTURAL STEEL FOR BR. NO. 262 (SPAN 14X30.5M), BR. NO. 278 (SPAN 1X24.4M), AS PER RDSO APPROVED DRAWINGS INCLUDING FABRICATION OF ASSOCIATED COMPONENTS, COMPLETE TRIAL ASSEMBLY OF GIRDERS, DISMANTLING, LOADING OF FINISHED FABRICATED GIRDER COMPONENTS, TRANSPORTING AND DELIVERY TO SITE AT GHAGGAR STATION ON DHAPPAR - CHANDIGARH SECTION OF NORTHERN RAILWAY.

BOQ-1

Sl. no.	Description	Qty	Unit	Rate (Rs.)	Amt. (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
1	Fabrication of girder and girder components of span upto 45.7M with all types of structural steel conforming to Fe 410 B of IS:2062 complete as per approved drawing including 3 coats of painting with one coat of Zinc chrome primer to IS-104 and one coat of Zinc chrome red oxide to IS-2074 as per IRS-B-1 on all members. Rate include fabrication of all types of battens, bracings, ties, stiffeners, packing, diaphragms, shop rivets / HSFG bolts / welding, T & F bolts, drifts, shop welds, templates, jigs, fixtures, back up supports, accessories, transporting various components from fabrication shop to site, including loading, unloading, lift and all taxes complete. Trial assembly of one span girders on drifts/bolts at shop for RDSO/Railway's approval to be included in the rate				
a)	Plate Girder / Semi Through Girder	46	MT		
b)	Open Web Girder	960	MT		

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Sl. no.	Description	Qty	Unit	Rate (Rs.)	Amt. (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
2	Metallising of girder/girder components such as cross girders, stiffeners, bracing etc. of new steel girder as directed by Engineer with aluminum spray not less than two layers after preparing surface by sand/grit blasting(as per clause 3 of IS 6586 & appendix-A of IS:5905) as per the provisions laid in Appendix-VII of IRS B1 2001 specifications (with latest correction slips) with contractor's own material, tools, plants, labour, loading, unloading, transportation, handling, rehandling required, if any, including all lead, lift, descents, crossing of tracks/obstructions etc. complete in all respect and as per direction of Engineer in charge. Aluminum spray used for metallising shall have 99.5% Aluminum composition conforming to IS: 2590. Wire method shall be used for metallising and diameter of wire shall be 3mm or 5mm. Specified thickness of coating shall be applied in multiple layers and in no case less than two passes of metal spraying shall be made over every part of the surface. At least one layer of coating shall be applied within four hours of blasting and surface must be completely coated within 8 hours of blasting. The nominal thickness of the metal coating shall be 150 micron and surface of sprayed coating shall be of uniform texture and free from lumps, coarse areas and loosely adherent particles. Work shall be executed as per provisions of Appendix-VII of IRS-B1-2001 and provisions contained in chapter 21 of Indian Railway Unified standard specifications. After metallising 4 coats of painting to be carried out as per IRS B1 i.e., one coat of Wash primer to IS : 5666, one coat of Zinc chrome primer to 1S-104, one coat of Zinc Chrome Red Oxide to IS 2074 & one coat of Alluminium Paint to IS : 2339. Paints will be supplied free. All other materials are in the scope of the agency.	6000	SQM		

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Note to BOQ-1:

1. All Plants & Machineries, handling equipments, welding consumable, cutting gases and other inputs etc. required for the work would be arranged by the agency.
2. BBUNL will provide free of cost Steel, Paint, HSFG Bolts for permanent works
3. Place of Fabrication work should be preferably near the site (Chandigarh) or at the site of bridge no. 262 where railway land is available for establishing workshop

GENERAL CONDITION OF THE CONTRACT

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

GENERAL CONDITION OF THE CONTRACT

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

GENERAL CONDITION OF THE CONTRACT

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

GENERAL CONDITION OF THE CONTRACT

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

GENERAL CONDITION OF THE CONTRACT

b)	<u>COMMENCEMENT OF WORK:</u>
i)	The date of commencement will be considered-the date of issue of LOI/Date of issue of 1 st Set of detail drawings/ date of issue of 1 st lot of steel whichever is later. If the Sub-Contractor commits default in commencing execution of the work as aforesaid, BBUNL shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely.
ii)	No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or delay in according sanction to estimates or drawings etc. or issuing drawings.
c)	<u>COMPLIANCE TO ENGINEER-IN-CHARGE'S INSTRUCTIONS:</u> The Engineer-In-Charge shall direct the order in which the several parts of the works shall executed and the Sub-Contractor shall execute without delay all orders given by the Engineer-In-Charge from time to time but the Sub-Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
d)	<u>ALTERATIONS TO BE AUTHORISED:</u> No alterations or addition to or omission or abandonment of any part of the works shall be deemed authorised except under instructions from the Engineer and the Sub-Contractor shall be responsible to obtain in writing such instruction in each and every case.
e)	<u>EXTRA WORKS:</u> Should works over and above those included in the contract require to be executed at the site, the Sub-Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Sub-Contractor or Sub-Contractors or by any other means at the option of BBUNL.
f)	<u>VARIATION IN QUANTITIES:</u>
i)	The BBUNL reserves the right to alter the designs and drawings. If due to change in the drawing or design or for other reasons, there be variations, resulting in increase or decrease in quantities, payment will be made only for the actual quantities executed at the ordered rates. If there be sufficient cause, the BBUNL may grant extension of the date of completion suitably. Such circumstance, shall in no way affect or vitiate the contract or alter the character thereof, or entitle the Sub-Contractor to damages or compensation there for except as provided for in this contract.

GENERAL CONDITION OF THE CONTRACT

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

GENERAL CONDITION OF THE CONTRACT

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

GENERAL CONDITION OF THE CONTRACT

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

GENERAL CONDITION OF THE CONTRACT

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

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

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s)	shoring props, timber, machinery, derricks, trucks, ropes, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plants or materials as may be specified in the contract to be supplied to the Sub-Contractor by BBUNL, the erections, maintenance and removal of all temporary works and buildings and also the following:-
i)	All watching, lighting, bailing, pumping and draining.
ii)	All prevention of or compensation for trespass.
iii)	All barriers and arrangements for the safety of the public or of employees during the execution of works.
iv)	All sanitary and medical arrangements for labour camps as may be prescribed by the BBUNL the setting of all work and of the construction, repair and upkeep of centre lines, bench marks and level pegs thereon site clearance.
v)	Cost of testing of materials supplied by the Sub-Contractor and provision of testing facilities for the compaction of soil if required.
u)	<u>HANDING OVER OF WORKS:</u> The Sub-Contractors shall be bound to handover the works executed under the contract to BBUNL or any other authority so authorised by BBUNL complete in all respect to the satisfaction of the Engineer-In-Charge. The Engineer-In-Charge shall determine, from time to time, the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer-In-Charge shall determine from time to time the date on which any particular section of the work shall have been completed, and the Sub-Contractor shall be bound to observe any such determination of the Engineer-In-Charge.
v)	<u>CLEARANCE OF SITE ON COMPLETION:</u> On the completion of the works the Sub-Contractor shall clear away and remove from the site all construction plants surplus materials rubbish and temporary works of every kind and leave the whole of the site and works clean to the satisfaction of the Engineer-In-Charge. No final payment in settlement of the account of the work shall be made to the Sub-Contractor till that period in addition to any other condition necessary for such final payment, site clearance shall have been effected by him, and such clearance may be made by the Engineer-In-

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

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<p>y)</p>	<p>MAINTENANCE OF WORKS:</p> <p>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 BBUNL or other persons legally entitled thereto whenever required by the Engineer-In-Charge so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or in consequence of the operations of the Sub-Contractor of his failure in any respect.</p>
<p>z)</p>	<p>CERTIFICATE OF COMPLETION OF WORK:</p> <p>As soon as in the opinion of the Engineer-In-Charge the works shall have been substantially completed and shall have satisfactorily passed any final test or tests that may be prescribed the Engineer-In-Charge shall issue a certificate of completion in respect of the works and the period of maintenance of the works shall commence from the date of such certificate.</p>
<p>xxvii)</p>	<p>SUB-CONTRACTOR NOT ABSOLVED BY COMPLETION CERTIFICATE:</p> <p>The certificate of completion with respect of the works referred to in Sub-Clause (i) of this clause shall not absolve the Sub-Contractor from his liability to make good any defects, imperfections, shrinkage of faults which may appear during the period of maintenance arising in the opinion of the Engineer-In-Charge from materials or workmanship not in accordance with the drawings or specifications or construction defects. All such defects need to be amended and made good by the Sub-Contractor at his own cost and in case of default on the part of the Sub-Contractor, the Engineer-In-Charge may employ labour and materials, or appoint another Sub-Contractor to amend and make good such defects, imperfections, shrinkage and faults and all expenses consequent thereon and incidental thereto shall be borne by the Sub-Contractor and shall be recoverable from any money due to him under the contract.</p>

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6.0	<u>“ON ACCOUNT” PAYMENT:</u> <p>The Sub-Contractor be shall entitled to be paid from time to time by way of “On Account” payments only for such works, as in the opinion of the Engineer-In-Charge, he has executed in terms of the contract. All payments be on the Engineer-In-Charge or the Engineer-In-Charge’s representative’s certificates of measurements shall be subjected to any deductions which may be made under these presents provided always that the Engineer-In-Charge may by any certificate made any correction or modification in any previous certificate which shall never have been be issued by him and that the Engineer-In-Charge may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.</p>
7.0	<u>ROUNDINGS OFF AMOUNTS:</u> <p>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	<u>ON-ACCOUNT PAYMENTS NOT PREJUDICIAL TO FINAL SETTLEMENT:</u> <p>“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	<u>MANNER OF PAYMENT:</u> <p>Unless otherwise specified, payment to the Sub-Contractor will be made by cheque.</p>
10.0	<u>PAYMENT TO BE MADE BY BBUNL:</u> <p>The Sub-Contractor shall on submitting a monthly bill be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-In-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Sub-Contractor. All such intermediate payments shall be regard as payments by way of advance against the final payments only and not as payments as work actually done and completed and shall not preclude the Engineer-In-Charge from requiring bad, unsound, imperfect or unskillful work to be dismantled and removed from the site and reconstructed, or re-erected as per</p>

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10.0	specifications. No payment shall be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim, nor shall it conclude determine or affect in any way the powers of the Engineer-In-Charge as to the final settlement and adjustment of the contract. The final bill shall be submitted by the Sub-Contractor within one month of the date of the completion of work. The certificate of the Engineer-In-Charge of the measurement value of the total amount payable for the work shall be final and binding on all parties.
11.0	<u>FINAL PAYMENT:</u> On the Engineer-In-Charge's certificate of completion in respect of the works, an adjustment shall be made and the balance of account based on the Engineer-In-Charge or the Engineer-In-Charge's representative's certified measurements of the quantity of work executed by the Sub-Contractor up to the date of completion and on the accepted schedule of rates shall be paid to the Sub-Contractor subject always to any deduction which may be made under agreement and subject to the Sub-Contractor having delivered to the Engineer-In-Charge a full account in detail of all claims he may have or BBUNL in respect of the works or having delivered a "No Claim" certificate and the Engineer-In-Charge having after the receipt of such account given a certificate, in writing that such claims are correct, that the whole of the works to be done under the provisions of the contract have been completed, that they have been inspected by him since their completion and bound to be in good and substantial order, that all properties and the things removed, the work, have been properly replaced and made good all expenses and demands incurred by or made upon or in the respect of damage or loss by, from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.
12.0	<u>TAXES, DUTIES AND OCTROI ETC.</u> The Sub-Contractor agreed to and hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi etc., 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

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

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d)	WORKMEN'S COMPENSATION ACT, 1923
e)	INDUSTRIAL DISPUTE ACT, 1947 AND AS AMENDED FROM TIME TO TIME.
f)	EMPLOYEES PROVIDENT FUND ACT, 1971
15.0	<u>COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR</u> The Sub-Contractor shall conform to all laws, by laws, rules and regulations, for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through the petty Sub-Contractors or sub-Sub-Contractors on the works.
a)	<u>PERTAINING TO LICENCE</u> A copy of Labour Licence to be displayed by the Sub-Contractor at the Site.
b)	<u>PERTAINING TO NOTICE</u> Notice pertaining to the following are required to be displayed at the work site in English/Hindi or local language viz. (a) Rates of wages (b) Hours of work (c) Wage period (d) Date of payment (e) Name and Address of the Inspector (f) Date of payment of wages and date of unpaid wages (g) Place and time of disbursement of wages (h) An abstract of the Act & Rules of C.L. (R&A) Act, (i) Intimation about the commencement/completion (j) weekly holiday and rest day (k) Hours of week.
c)	<u>PERTAINING TO REGISTERS</u> The following Registers are to be maintained at the works at :- <ul style="list-style-type: none">• Register of persons employed in Form XII.• Employment Card in Form XIV to be issued to each worker.• Master Roll In Form XVI.• Register of wages in Form XVII.• Register of Fines in Form XXI.• Register of Advance in Form XXII.• Register of Overtime in Form XXIII.• Wages Slip in Form XIX is to be issued to each worker.
d)	<u>PERTAINING TO RETURNS</u> Half-Yearly Return ending on 30 th June and Annual Return ending on 31 st December to be submitted to Licensing Officer within 30 days of the completion of half annual ending.

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16.0	<u>LABOUR CAMP:</u> The Sub-Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provisions of latrines and urinals for his staff and workmen, directly or through the petty agencies employed on the work and for temporary creche (Bal Mandar) where 50 or more women are employed at a time. All camp sites shall be maintained in clean sanitary conditions by the Sub-Contractor at his own cost.
17.0	<u>WATER SUPPLY:</u> The Sub-Contractor shall arrange at his own cost water both for drinking purpose and for the purpose of execution of work.
18.0	<u>ELECTRICITY:</u> Any electrical supply required at site for whatsoever purpose shall be arrange by the Sub-Contractor at his own cost. If electricity cannot be arranged, the Sub-Contractor shall maintain generator set of suitable capacity for each purpose of uninterrupted progress of work.
19.0	<u>SANITARY ARRANGEMENTS</u> The Sub-Contractor shall obey all sanitary rules and carry out all sanitary measures that may form from time to time be prescribed by the concerned Medical Authority and permit inspection of all sanitary arrangements at all times by the Company's Site-In-Charge and/or his representatives.
20.0	<u>WELFARE & HEALTH</u> First Aid facilities to be provided as per specification laid down under Rules. Canteen facilities and Rest Room to be provided as per Rules.
21.0	<u>MEDICAL FACILITIES AT SITE</u> The Sub-Contractor shall provide medical facilities at the site as may be prescribed by the Engineer-In-Charge in relation to the strength of the Sub-Contractor's resident staff and workmen directly or through the petty Sub-Contractors or sub-Sub-Contractors employed on the work. First Aid facilities at site should be as prescribed under C.L. (R&A) Act and Rules.
22.0	<u>OUT BREAK OF INFECTIOUS DISEASE</u> The Sub-Contractor shall remove from his camp such labour and their families who have protective inoculation and vaccination when called upon to do so by the Engineer-In-Charge or the Engineer-In-Charge's representative.
23.0	<u>PRESERVATION OF PEACE</u> The Sub-Contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty agencies on the works.

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

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

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

By order of the Govt., The Braithwaite Burn and Jessop Construction Co. Ltd. (A Govt of India Undertaking) stands amalgamated with Bharat Bhari Udyog Nigam Limited (A Govt of India Enterprise) w.e.f. 10.07.2015.

NIT/DGM(P-V)/FABRICATION/CHANDIGARH

DATE:-16.10.2015

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h)	<u>TRANSIT INSURANCE</u> In respect of all items to be transported by the Sub-Contractor to the site of work, the cost of transit insurance should be borne by the Sub-Contractor and the quoted price shall be inclusive of the cost.
i)	The Sub-Contractor must submit a photocopy each of the above Insurance Policy to the Site-In-Charge/BBUNL, CHANDIGARH Bridge Site before commencement of the work.