

**THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED
(A GOVT. OF INDIA ENTERPRISE)**

eNIT/DGM(P-V)/FABRICATION/ERECTION/MECON-CHP/09-2022

DATE:13/04/2022

REGISTERED OFFICE: 27, RAJENDRA NATH MUKHERJEE ROAD,
KOLKATA – 700001, WEST BENGAL.
PHONE: +91-33-22485841-44.

Email: info.bbjconst@bbjconst.com; Website: www.bbjconst.com;

e-TENDER NO.	eNIT/DGM(P-V)/FABRICATION/ERECTION/MECON-CHP/09-2022	DATE	13/04/2022
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NOTICE INVITING e-TENDER

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

01.	NAME OF THE WORK	SUPPLY, FABRICATION & ERECTION OF STEEL STRUCTURE REQUIRED FOR ADDITIONAL COAL HANDLING PLANT (10MTPA) AT RAJMAHAL OCP, EASTERN COALFIELDS LIMITED AS PER TECHNICAL SPECIFICATION NO. MEC/11/12/Q7NC/TS/201.
02.	QUANTITY	AS PER THE BILL OF QUANTITY (BOQ)
03.	COMPLETION PERIOD	04 (FOUR) MONTHS FOR THE ENTIRE WORK FROM THE DATE OF ISSUE OF LETTER OF ACCEPTANCE (LOA) OR WORK ORDER, WHICHEVER IS EARLIER. THE TIME OF COMPLETION WILL BE REDUCED SUITABLY IN CASE THE JOB IS SPLIT BETWEEN TWO OR MORE SUBCONTRACTORS
04.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS.2,500/- (RUPEES TWO THOUSAND FIVE HUNDRED ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENTS WITHOUT THE COST OF TENDER SHALL BE REJECTED. MSME/ NSIC/ SSI UNITS (REGISTRATION SHOULD BE VALID AT LEAST UP TO TENDER OPENING TIME) FOR THE BOQ ITEMS ARE EXEMPTED FROM PROVIDING COST OF TENDER SUBJECT TO SUBMISSION OF DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP. A COPY OF THE UAM CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.
05.	EARNEST MONEY DEPOSIT (EMD)	RS.5,00,000/- (RUPEES FIVE LAKH ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENTS WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. MSME/ NSIC/ SSI UNITS (REGISTRATION SHOULD BE VALID FOR AT LEAST UP TO TENDER OPENING TIME) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING EMD SUBJECT TO SUBMISSION OF DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON

		<p>CPPP. A COPY OF THE UAM CERTIFICATE NEED TO BE SUBMITTED. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.</p> <p>FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST.</p> <p>FOR THE SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL THE SUCCESSFUL COMPLETION OF THE DEFECT LIABILITY PERIOD, WITHOUT ANY INTEREST.</p>	
06.	MODE OF SUBMISSION OF e-TENDER	<p>ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).</p> <p>A HARD COPY OF THE UPLOADED BID SHALL HAVE TO BE SUBMITTED TO BBJ-HO BEFORE OPENING OF TECHNICAL BID.</p> <p>CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITE.</p>	
07.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	13/04/2022
		DOCUMENT DOWNLOAD START DATE	13/04/2022 AT 10:00 HRS.
		START DATE OF UPLOADING OF BID DOCUMENT	20/04/2022 AT 10:00 HRS.
		END DATE FOR UPLOADING OF BID DOCUMENT	26/04/2022 AT 15:00 HRS.
		DATE OF OPENING OF TECHNICAL BID	27/04/2022 AT 15:00 HRS.
		DATE OF OPENING OF FINANCIAL BID	TO BE NOTIFIED LATER

(A NEOGI)
DY. GENERAL MANAGER (P-V)

INSTRUCTION TO BIDDERS

1. REGISTRATION OF CONTRACTOR

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

2. DIGITAL SIGNATURE CERTIFICATE (DSC)

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

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

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

4. LANGUAGE

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

5. SUBMISSION OF BID

a) All the pages of the Tender document are 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.

b) The Tender shall be signed by the person legally authorized to enter into a commitment on behalf of the tenderer.

TECHNO-COMMERCIAL PART:

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

- i) **Earnest Money Deposit (EMD) of Rs.5,00,000/-** (Rupees five lakh only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In the case of a successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the entire job, without any interest.
- ii) **Cost of Tender (Non-refundable) of Rs.2,500/-** (Rupees two thousand five hundred only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata".

Bank Details for NEFT/ RTGS:

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP
CONSTRUCTION COMPANY LIMITED.
Bank Name: STATE BANK OF INDIA
Branch: DALHOUSIE SQUARE (CALCUTTA)
Bank Address: 2, B.B.D. BAGH (EAST), KOLKATA-700001 (W.B.)
Bank Account No.: 11175160292
Bank Account Type: Current
IFS Code: SBIN0001401

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

- iii) Bidder's **EXPERIENCE CERTIFICATE** pertaining to required job/ similar nature of the job as per Eligibility Criteria as at Clause No. 2 of the "Special Condition of Contract".
 - iv) As proof of the bidder's capability to submit a Bank Guarantee, **Bidder's Bankers' certificate in ORIGINAL** to be submitted with this part of the bid as mentioned in the Eligibility Criteria.
 - v) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates.**
 - vi) Signed copy of **Provident Fund & Employees State Insurance (ESI) Registration Certificate.**
 - vii) Copy of acknowledgement of filing of GSTR-1 & GSTR-3B for the current financial year up to the previous month of tender.
 - viii) Company's audited Balance Sheet & Profit & Loss Account for last 03 (three) years ending as on 31/03/2021.
 - ix) Downloaded Tender document (without quoting any price in Techno-commercial bid) duly signed with an official stamp on each page.
- d) **PRICE PART:**
Properly filled up **BILL OF QUANTITIES (BOQ)** is to be uploaded to CPPP's website. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.
- e) The above two sealed envelopes i.e. 'TECHNO-COMMERCIAL PART' and 'FEE PART' shall again be put into another sealed envelope superscribing "TENDER NOTICE NO./NAME OF WORK" to be addressed to DGM(P-V) at BBJ's Head office.

6. EXEMPTION FOR MICRO & SMALL ENTERPRISES:

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

(Exemption will apply only to items/ services indicated under the description of work/ supplies/ services & value up to which the firms are registered with NSIC). To obtain the above benefits, firms should necessarily submit a signed copy of a valid Registration Certificate issued by NSIC. Firms that are in the process of obtaining NSIC Registration will not be considered for the benefits.

7. INTEGRITY PACT:

The Bidder/ Contractor is required to enter into an Integrity Pact with the Employer, in the Format at Annexure-I. The Integrity Pact enclosed as Annexure-I will be signed by BBJ for and on behalf of the Employer as its Agent / Power of Attorney Holder at the time of execution of the Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.

In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail. For monitoring of the Integrity Pact, BBJ has appointed the following eminent personality as Independent External Monitor(s) (IEM) :

**Shri S. Srinivasan
IAS (Retd.)**

Flat No. D 5 - 107, Block No. 5,
V Floor, Kendriya Vihar,
B.B. Road (Bangalore - Bellary Road),
Yelahanka, Bangalore – 64.
Karnataka
Email: s.srinivasan1980@gmail.com

8. All costs and expenses incidental to the preparation of the tender, discussion, conference, and pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
9. **No deviation from 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.**
10. The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A tenderer, whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ.

11. SPLITTING OF SCOPE OF WORK

BBJ reserve the absolute right to split the SCOPE OF WORK in respect of NUMBER& QUANTITY among the Techno-commercially qualified bidders as per BBJ's requirement and decision. However, in such a case, the ratio will be 60%:40% between L1:L2 bidders, if the L2 bidder matches the rate, terms and conditions of the L1 bidder. If it is divided between three parties, the ratio will be 50%:30%:20% between L1:L2:L3 bidders, if L2 & L3 bidders match the rate, terms and conditions of the L1 bidder.

However, any party will not have any claim towards reduction of such quantity from their scope of supply and such splitting of Scope of Supply will be done at negotiated Lowest accepted rate only.

Order quantity will be reviewed periodically by BBJ and considering the status of production, quantities may be revised/reduced as per BBJ's requirement to suit the project work.

BBJ's decision, in this regard, will be final and binding upon the contractor/ bidder and no claim will be entertained on this account.

12. 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.

13. Firm price order: Price shall remain firm till completion of work as per order including modification thereof and no claim for variation in quantities; labour & materials prices etc. will be entertained by BBJ.

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

15. VALIDITY OF TENDER

90 (ninety) days from the date of opening of tender or for a further period if mutually accepted. BBJ reserves the absolute right to take the decision to ask for an extension of validity if any.

16. 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:

- a) Work order
- b) Letter of Acceptance (LOA)
- c) Schedule of Items, Rates & Quantities
- d) Special Conditions of the Contract (SCC)
- e) Technical Specifications (TS)
- f) Scope of Work (SOW)
- g) Drawings
- h) Relevant Codes & Standards
- i) Notice Inviting Tender
- j) Instructions to the Bidders (IB)
- k) General Conditions of Contract
- l) Any other documents forming part of the Contract.

17. BIDDER SHOULD SUBMIT THE DOCUMENTS IN HARD COPY (ONLY TECHNO-COMMERCIAL PART) ON OR BEFORE AS STIPULATED IN "DATE & TIME SCHEDULE" TO THE ADDRESS MENTIONED ABOVE.

SCOPE OF WORKS

1. NAME OF WORK:

SUPPLY, FABRICATION & ERECTION OF STEEL STRUCTURE REQUIRED FOR ADDITIONAL COAL HANDLING PLANT (10MTPA) AT RAJMAHAL OCP, EASTERN COALFIELDS LIMITED AS PER TECHNICAL SPECIFICATION NO. MEC/11/12/Q7NC/TS/201.

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

- 2.1 Scope of work shall include Supply, fabrication & erection of steel additional Coal Handling Plant (10MTPA) at Rajmahal, OCP, Eastern Coalfields Limited in accordance to Technical Specification and shall include any and all works, supplies and services for construction, completion & maintenance of entire work as detailed in the Specifications, Special Instructions, Bill of Quantities (BOQ), Drawings given in the Technical Specification No. MEC/11/12/Q7NC/TS/201, enclosed as **Annexure-A**. Scope of work shall also include procurement of all materials including components required for completion of supplies except Galvalume Sheets & Translucent Sheets (FRP sheets), import of equipment/ component (if any), and coordinated planning for manufacture, testing, surface preparation for painting, painting, inspection, packing, marking, loading on Trucks/ Trailers and transportation to project site at ECL.
- 2.2 All equipment/materials will be dispatched by Road Transport on a door delivery and freight pre-paid basis. In case of dispatch through rail, the successful bidder's responsibility shall include taking delivery of the material at railway siding and delivery to the project site at no extra cost to MECON/ BBJ.
- 2.3 Provide assistance and necessary instruments, consumables and facilities for carrying out necessary inspection and testing by BBJ/ MECON including inspection by ECL/ Consultant (herein referred to as CMPDI- Central Mine Planning & Design Institute Ltd., Ranchi).
- 2.4 Obtaining all necessary clearance/ approval from BBJ/ MECON/ ECL/ CMPDI and/or any other statutory bodies/ authorities as and when required for the execution of the work.
- 2.5 The successful bidder shall provide, erect and maintain his own site office, stores, godown, open storage etc. as required for the work and arrange for maintaining in a neat manner, the area placed at the successful bidder's disposal. The capacity of the godown shall be such that it can store at least 15 days of the requirement of cement during a peak period of construction and construct & maintain open storage for storing 15 days of the requirement of reinforcement steel and Steel Structure. Place of fabrication shall be provided by BBJ free of cost near the site.
- 2.6 The successful bidder shall provide proper fencing, Notice boards, watch & ward to protect and warn the Public and watch of all works at the site and when & where necessary as decided by BBJ/ MECON/ ECL or any competent, statutory or other authority for the protection of the works and for the safety and convenience to the Public or others, and till the work are taken over by MECON/ ECL. Adequate lighting shall also be provided at the workplace and stores. The lighting in the storage area and in & around the workplace shall be so arranged that there is sufficient illumination available in the minimum area of 15 meters radius around the stores & workplace.
- 2.7 Accounting of all materials received at stores/ transported from the successful bidder's stores to the project site for Steel Structural works and construction power works.
- 2.8 Providing all labour, skilled, semi-skilled, unskilled and supervisory personnel etc. as may be

required to complete the work within the scheduled completion time.

- 2.9 Providing adequate tools, instruments, tackles, scaffolding, handling & construction equipment, shuttering material etc. required for completion of the work. All temporary approach roads to the site for carrying out construction activities shall be constructed and maintained by the successful bidder at their own cost.
- 2.10 Procurement of all the materials [except Galvalume Sheets & Translucent Sheets (FRP Sheets)] as may be required for the work.
- 2.11 Taking required insurance such as Workmen Compensation Insurance, Comprehensive Automobile Liability Insurance, Comprehensive General Liability Insurance and other Insurance coverage specified in this work order.
- 2.12 Timely payment of wages/ benefits to labourers, supervisory personnel engaged at the site as per Wage Acts i.e. Payment Wages Act prevailing during the execution of work, keeping BBJ/ MECON/ ECL completely indemnified against such payments. The successful bidder shall keep a record of such payment and produce the same on demand by BBJ/ MECON/ ECL.
- 2.13 Abiding by statutory regulations, labour rules, safety codes during the execution of the order and obtaining clearance from BBJ/ MECON/ ECL and relevant statutory authorities as & when required. The successful bidder shall submit all statutory documents required by BBJ/ MECON/ ECL.
- 2.14 Abiding by all statutory obligations including ESI (if applicable), EPF, etc. during the execution of the order. The successful bidder shall submit all documentary evidence in this respect such as ESI (if applicable), EPF certificates, stamped challans, returns and Minimum Wage Certificate along with each and every bill or as required by BBJ/ MECON/ ECL.
- 2.15 The successful bidder shall follow the standard practice in ECL's premises in vogue in respect of payment of wages etc. to workmen/ contract labour employed by the successful bidder at project sites.
- 2.16 Material brought to the site shall not be removed from the site without the prior written consent of BBJ/ MECON/ ECL.
- 2.17 No work shall be covered up or put out of view without prior approval of BBJ/ MECON/ ECL.
- 2.18 Undertaking all repairs/ modification and rectification work for completeness to the satisfaction of BBJ/ MECON/ ECL.
- 2.19 Display of danger board signs in Hindi & English Languages, wherever necessary.
- 2.20 The successful bidder/ contractor shall establish a site office at the site provided by BBJ free of cost and keep posted an authorised representative for the purpose of the contract. Any written order or instruction of BBJ/ MECON/ ECL or his duly authorised representative shall be communicated to the said authorised resident representing the contractor and the same shall be deemed to have been communicated to the contractor at his legal address.
- 2.21 The successful bidder shall procure material of reputed make if specified in the Technical specification/ as per approval by BBJ/ MECON/ ECL.
- 2.22 The material shall be procured in a phased manner to meet site requirements and take care

of the 15 days reserve. Non-availability of raw material shall not be an excuse for delay in work.

- 2.23 The successful bidder shall be solely responsible for watch & ward, lighting, security and preservation of material, equipment etc. under their custody.
- 2.24 The successful bidder shall maintain a complete record of all steel procured by him, consumed for the work and lying in-store and produce the same whenever asked by BBJ.
- 2.25 The successful bidder shall not use steel procured for this work for any other work.

SPECIAL CONDITION OF THE CONTRACT

1. DEFINITIONS AND INTERPRETATION:

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

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

2. ELIGIBILITY CRITERIA

2.1 TECHNICAL CRITERIA:

- a. The bidder shall have experience in the fabrication of steel structures and erection of fabricated steel structures.
- b. The bidders should have successfully completed similar works during the last 07 (seven) years end in the last day of the month previous to the one in which bids are invited and shall be in compliance with either of the following.
 - (i) **03** (three) similar completed works each costing not less than the amount equal to **Rs.1.60 Cr.** (excluding the cost of steel)
OR
 - (ii) **02** (two) similar completed works each costing not less than the amount equal to **Rs.2.00 Cr.** (excluding the cost of steel)
OR
 - (ii) **01** (one) similar completed work costing not less than the amount equal to **Rs.3.20 Cr.** (excluding the cost of steel)

The bidder should furnish the following documents in support of the fulfilment of the above criteria. The bidder shall submit the self-attested copy of the following documentary evidence issued by the client to the bidder, as proof of meeting the prescribed eligibility criteria, with specific mention of information required.

- a) Letter of Acceptance (LOA) of work/ Work Orders/ Contract.
- b) Satisfactory completion certificate/ work done certificate during last 07 (seven) years.

The bidder should clearly mention documents/ certificates, which he has submitted, as a reference to be considered, for evaluation of technical eligibility.

Similar completed work means fabrication & erection of steel structures.

2.2 FINANCIAL CRITERIA:

- a. Average Annual financial turnover during the last 03 (three) financial years, ending 31st March of the previous financial year (2018-19, 2019-20 & 2020-21), should be at least **Rs.1.20 Cr.** or above.
- b. Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

3. TECHNICAL SPECIFICATION

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

4. TYPE, QUALITY OF MATERIAL AND WORKMANSHIP:

- 4.1 All materials used in the manufacture of the equipment shall be selected from the best available for the purpose, considering strength, durability and best engineering practice. Liberal factors of safety shall be used throughout the design and especially in the design of all parts subject to alternating stresses or shocks. All the work shall be performed and completed in thorough workmanship like manner and shall follow the best modern practice in the manufacture of high-grade equipment notwithstanding any omissions in the specifications. Castings shall be free from holes, flaws, cracks or other defects and shall be smooth, close-grained and of true forms and dimensions. No plugged or filled up holes or other defects will ordinarily be allowed. Such castings are liable to be rejected. However, the successful bidder may rectify minor casting defects by welding or other methods in accordance with the standard manufacturing practice provided such rectification does not affect the strength of the casting or impair the efficient working of the plant and prior approval of the BBJ/ MECON/ ECL is obtained for the same.
- 4.2 The successful bidder shall be deemed to have carefully examined and to have knowledge of the general & other conditions, specifications, schedules, drawings, etc. forming part of the order and also to have satisfied himself as to the nature and character of the work to be executed and, where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from BBJ/ MECON shall not in any way relieve the successful bidder from his responsibility for executing the work of the order including all details and incidental works not specifically mentioned in the order but necessary for ensuring complete execution of the work as per technical specifications. If the successful bidder shall have any doubt as to the meaning of any portion of the order, the successful bidder shall submit the same to BBJ/ MECON, in writing in order that such doubt may be clarified/ removed.
- 4.3 The successful bidder's work shall be of the best quality and workmanship according to the proven latest engineering practice in vogue at the time of entering into the order. All materials shall be new.
- 4.4 Brand Names/Makes, Codes and Standards referred to in Contract documents shall be followed. Brand Names/ Makes, Codes and Standards of other countries can be followed with the prior written approval of BBJ/ MECON provided materials, supplies and equipment according to the standard are equal to or better than the corresponding standards specified in the order.

Any rejection on grounds of quality shall be re-done at the successful bidder's cost.

5. TESTING OF WELDING

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

6. QUANTITY OF WORK TO BE EXECUTED

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

7. DURATION OF WORK

Time is the essence of this contract. The duration of work is 04 (four) months including the Mobilization Period and the date of commencement will be considered the date of issue of a Letter of Acceptance (LOA) or Work Order, whichever is earlier.

Mobilization Period means the period of 2 (two) weeks i.e. 14 (fourteen) days from the date of issue of Letter of Acceptance (LOA), during which, the agency is required to mobilize his/ their resources and commence the Works at the Site.

In order to achieve the completion period as stated above, the contractor shall submit to BBJ within 02 (two) weeks from the work order, a detailed work programme/ time schedule indicating starting and completion dates for various activities (drawing submission & approval, QAP submission & approval, Inspection call & Inspection date, site handing over date, completion of work, etc.) in the form of a Bar Chart/ PERT Network to complete the entire scope of work, for approval by BBJ/ MECON. The successful bidder shall have to comply with the PERT/ Bar Chart, as approved by BBJ/ MECON, for completion of the entire work.

The time of completion and mobilisation period will be reduced suitably in case the job is split between two or more agencies.

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

Note:

If the overall completion schedule needs to be extended due to any reason which is solely beyond the control of the agency and causes hindrance to work progress the said extension of the completion schedule shall be granted without L.D. by BBJ based on merit.

8. UNIT PRICE

The unit rate of the work will be as per the total scope of work as indicated in Technical Specification is indicated in the Price Schedule/ BOQ. The price shall be inclusive of manpower, labour and supervisory charges and all applicable taxes & duties, insurance, statutory, incidental charges, supervision, overheads, profit, obtaining permissions from local bodies and any other charges that may be necessary to be incurred for successful completion of your scope of work of fabrication on time.

The unit rate also includes all charges towards packing & forwarding, freight charges including door delivery charges, all expenses towards various statutory & regulatory bodies, initial fill and supervision.

The unit rate/ contract price includes cost towards all handling and transport charges, tests, etc. and cost towards all packing materials, consumables, electrodes and all other materials (except free supply steel), tools, plants, etc. as required for the completion of the work as specified in Technical Specification. The unit rates for Site works are inclusive of all applicable taxes but excluding GST, expenses towards various statutory and regulatory bodies and insurance coverage.

9. MEASUREMENT OF WORK

Unless otherwise specified, measurement of work shall be carried out on the basis of the drawings issued by BBJ/ MECON. In the event of any dispute with regard to the

measurement of work executed, the decision of BBJ/ MECON shall be final and binding upon the successful bidder.

10. EXTRA ITEMS OF WORK & RATES

Should it be found necessary to execute any item of work that is not included in the schedule of items and for which unit rates are not available as per order, the rates for such items of work shall be finalized as below;

- 10.1 Where the extra works are of similar character and/ or executed under similar conditions as any of work appearing in the schedule of quantities, then the rates for such extra item shall be derived from the contract rates of similar/ closest item of work provided.
- 10.2 Where the nature of the extra item is such that the rate for the same cannot be derived as per (i) above, the rates for the extra item of work shall be derived by the analysis based on CPWD analysis of rates.
- 10.3 Where rates for the extra item of work cannot be established by methods (10.1) or (10.2) above, the rate for such item shall be mutually agreed upon & settled between BBJ/ MECON & the successful bidder based on the market trend & assessment for labour, materials & other factors.
- 10.4 The overhead cost, supervision and profit shall be considered as 10% (Ten Percent) of the basic cost of material and labour in the cases (10.1) and (10.2) if the same is not already provided for in the rate under consideration.
- 10.5 However, where the extra work ordered on the successful bidder is outsourced in full and the successful bidder claims rate for such extra work on a "Cost Plus" basis, the cost element on account of profit including overheads payable in such a situation would be limited to 5% on the direct cost.
- 10.6 The successful bidder must submit his claim for extra items of work in advance along with necessary justifications in case the rate of such items cannot be derived from any of the methods as indicated above. In no case extra claim shall be considered submitted unless the same is confirmed by BBJ/ MECON before execution of such extra work.

Note: Any extra work undertaken by the Contractor may be admissible only if it is based on the written request of BBJ/ MECON.

11. VALIDITY

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

12. TAXES & DUTIES

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

13. 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). A bid without a 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 the 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 a regular interval as per contract condition and upload their supply invoice in GSTN Portal through GSTR-1 return with the 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.

14. 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 is applicable to this contract.

15. TERMS OF PAYMENTS

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

15.1 FABRICATION:

15.1.1 **60%** (sixty percent) of the item rate on procurement of Steel along with the applicable proportionate GST shall be payable within 45 (forty-five) days from submission of the invoice and acceptance thereof by the concerned official.

15.1.2 **20%** (twenty percent) on completion of fabrication after issue of the Final Acceptance Certificate issued by MECON along with the applicable proportionate GST within 45 (forty-five) days from submission of the invoice & acceptance thereof by the concerned official and after getting payment from MECON/ECL.

15.1.3 **15%** (fifteen percent) of the total basic price along with the applicable proportionate GST shall be payable after the issue of the Final Acceptance Certificate issued by MECON and ECL & within 45 (forty) five days from submission of the invoice and after getting payment from MECON/ ECL.

15.1.4 **5%** (five percent) of the item rate with the applicable proportionate GST shall be payable after completion of the Defect Liability Period & within 45 (forty-five) days from submission of the invoice and upon submission of the following documents:

- a) Pre-receipted invoice in four copies including the original.
- b) Receipted copy of Lorry Receipt/ Consignment Note evidencing receipt of the last consignment at the site.
- c) No – Claim Certificate in BBJ/ MECON's Format.
- d) Payment reconciliation statement duly concurred by BBJ/ MECON.
- e) Certificate of completion of all obligations by the successful bidder duly certified by BBJ/ MECON Site Engineer/ Project Coordinator.

15.2 ERECTION

- 15.2.1 **60%** (sixty percent) of the executed basic value along with the applicable proportionate GST shall be payable within 45 (forty-five) days from submission of the invoice on a monthly pro-rata basis subject to satisfactory progress of work upon certification by the BBJ/MECON's Site Engineer and upon submission of following documents;
- i) Pre-receipted Tax Invoice – the successful bidder must raise Tax Invoice in terms of provision of GST.
 - ii) Measurement sheet duly signed by the successful bidder and certified by BBJ/MECON's Site Engineer/ ECL representative.
 - iii) Abstract of measurement sheet and work done till previous bill, current and cumulative quantities certified by BBJ/ MECON site representative.
 - iv) Documentary evidence towards payment of ESI, EPF etc. as per statute.
 - v) Abstract sheet for ESI & EPF
 - vi) Undertaking that the successful bidder has complied with all statutory requirements as per the Work Order during the period for which the progress payment has been claimed.
 - vii) Wage sheet of the workmen whose name appears on the wage sheet.

- 15.2.2 **22.5%** (twenty-two and half percent) of the total basic price along with the applicable proportionate GST shall be payable after the issue of the Final Acceptance Certificate issued by MECON & within 45 (forty-five) days from submission of the invoice and after getting payment from MECON/ ECL.

IN CASE ANY OR ALL OF THE DOCUMENTS LISTED UNDER CLAUSE 15.2.1 ABOVE ARE NOT SUBMITTED ALONG WITH THE PRE-RECEIPTED R.A BILLS, PAYMENT AGAINST THE NEXT R.A BILLS SHALL BE KEPT IN ABEYANCE TILL SUBMISSION OF THE REQUISITE DOCUMENTS. IN SUCH AN EVENT THE SUCCESSFUL BIDDER SHALL ENSURE PAYMENT OF DUE WAGES TO HIS WORKMEN AS WELL AS PAYMENT TO STATUTORY AUTHORITIES KEEPING BBJ/ MECON/ ECL COMPLETELY INDEMNIFIED AGAINST ANY CLAIMS.

- 15.2.3 **5%** (five percent) of the total basic price along with the applicable proportionate GST shall be payable after preliminary acceptance of the plant and within 45 (forty-five) days from submission of the invoice.

- 15.2.4 **7.5%** (seven and a half percent) of the executed basic value of work along with the applicable proportionate GST shall be payable after the issue of the final acceptance certificate issued by ECL and within 45 (forty-five) days from submission of the invoice.

- 15.2.4 **5%** (five percent) of the executed basic value of work along with the applicable proportionate GST shall be payable after completion of the Defect Liability Period and within 45 (forty-five) days from submission of the invoice & upon submission of the following documents:
- i) Pre-Receipted Invoice
 - ii) No claim Certificate by the successful bidder.
 - iii) Documentary evidence towards payment of ESI, EPF, copy of TRRN etc. as per statute.
 - iv) Copies of all statutory documents as required by ECL.
 - v) Statement of reconciliation of all the payments and recoveries made in the progress bills
 - vi) Details of Recovery statement, with respect to crane hire charges etc. if any.
 - vii) Site clearance including dismantling of store/office as directed by BBJ/ MECON/ ECL.
 - viii) Undertaking for indemnifying BBJ/ MECON/ ECL against any liability arising in future.

- ix) No – Due/ Demand Certificate &/ or CLC Certificate issued by ECL for the entire period of execution of work, if applicable.
- x) Royalty certificate from appropriate authorities if required.
- xi) Certificate of completion of all obligations by the Contractor duly certified by MECON Site Engineer/ Project Coordinator.

Note:

1. Preliminary Acceptance shall be issued by MECON/ ECL as soon as all works in respect of integrated Start-up and trial run of the entire Plant are completed.
2. Final Acceptance Certificate shall be issued by MECON/ ECL after performance and guarantee tests of the entire plant have been successfully completed.

- 15.3** All payments shall be released through Electronic Fund Transfer (NEFT/ RTGS) within 45 (forty-five) days of submission of the pre-receipted invoice along with the correct & complete set of documents **and on receipt of corresponding payment from MECON/ ECL except Clause No. 15.1.1 under 'Fabrication' of 'Terms of Payment'**. BBJ will not be responsible for delay in payments in case of non-receipt of documents/ receipt of incorrect & incomplete set documents. The successful bidder shall intimate their certified Bankers' details and Account No. etc. to Finance & Accounts Section, BBJ as per the NEFT/ RTGS format given by BBJ.
- 15.4** Payment against Clause No. 15.1.1 will be released if fabrication work is done at the site otherwise it will be released against Bank Guarantee.
- 15.5** All Bank Guarantees shall be in BBJ's proforma.
- 15.6** All Bank Charges shall be borne by the successful bidder. **The Non-judicial paper for the Bank Guarantee should be purchased in the name of the executing bank only and should not be more than six (6) months old.**
- 15.7** BBJ shall deduct Taxes at source as per the prevailing statutes from the payments to be made to the successful bidder. BBJ shall deposit amounts thus deducted with the concerned authorities and issue necessary certificates to the successful bidder to this effect.
- 15.8** All costs, charges or expenses which the successful bidder is liable to pay may be deducted by BBJ from any money due or becoming due to the successful bidder against the subject order or any other order being executed or may be recovered, at BBJ's sole discretion, by the action of law or otherwise from the Contractor.
- 15.9** All interim/ progress payments shall be regarded as Payments by way of advance against the final payment only and not as payment for work completed and shall not preclude defective/ imperfect/ incomplete materials to be removed. It will not be considered as an admission by BBJ of the due performance of the Purchase Order, or any part thereof by the successful bidder nor shall it preclude, determine or affect in any way the powers of BBJ under these conditions or in any way vary or affect the Contract.
- 15.10** The progress payment made shall not exonerate the successful bidder from liability to finally complete the work strictly in accordance with the specification and drawings, if required, by re-constructing, re-erecting and completing the faulty work in all respects.
- 15.11** GST will be reimbursed/ paid at an actual limited to amount as shown in the price schedule against the fulfilment of the following conditions in order to ensure Input Tax Credit of GST (ITC) as prescribed under GST Act/Rules:-
- The successful bidder should submit a valid Tax Invoice as prescribed in the GST Act/ Rules;

- The successful bidder should file valid statutory returns for the tax period on the Goods and Service Tax Portal that may be necessary to match the invoice on GSTN common portal and enable BBJ to claim the input tax credit in relation to any GST payable.
- The successful bidder should make the payment of Tax in time with respect to GST.

16. SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SDPBG)

- a) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SDPBG) 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 SDPBG is submitted in the form of a Bank Guarantee the same should be from any Nationalized/ Scheduled Bank in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted to BBJ within 45 (forty-five) days from the date of issue of the Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid, withdraw the LOA and forfeit the EMD if the SDPBG is not submitted by the successful bidder within 45 days.
- b) Provided further that on specific request from the bidder, the said period of 45 (forty-five) days for submission of SDPBG 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 on the total value of SDPBG 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 SDPBG 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 and EMD shall be forfeited by BBJ. In the event, the successful bidder/ contractor commences work without submitting of Security Deposit, the amount of the Security Deposit will be adjusted from the initial bills to be submitted by the contractor ensuring that payments are released to the contractor only after the adjustment of the entire Security Deposit amount.
- c) The SDPBG shall be initially valid till 90 days beyond the expiry of the Defect Liability Period and shall be released on the contractor's request thereafter and based on the 'No Claim Certificate' from the successful bidder.
- d) In case the successful bidder fails to submit the requisite SDPBG within the stipulated period of 45 days 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 SDPBG 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 a work order/ contract agreement. In the event, the bid is cancelled and LOA is withdrawn due to non-submission of SDPBG, the successful bidder/ contractor shall have no claim for the executed work if any as aforesaid.
- f) The value of SDPBG 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 SDPBG

amounting to 3% (three per cent) for the excess value over the original contract value shall be deposited by the successful bidder.

- g) Whenever the contract is rescinded, cancelled or terminated by BBJ for any reason whatsoever, the SDPBG shall be encashed. 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 SDPBG 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 SDPBG as described hereinabove, in which event BBJ may claim the full amount of the SDPBG.
- (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 Work Order/ 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 Work Order/ Agreement, the SDPBG shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

17. WORKING HOURS

The fabricator/ successful bidder has to work for 24 hrs to achieve the target. Adequate staff, supervisors and operators shall be provided by the fabricator/ successful bidder at his own cost. The fabricator/ successful bidder complies with local, regional & national level issues and requirements for the operational aspect of the work.

18. WATCH & WARD

The fabricator/ successful bidders are solely responsible for watching and warding the materials. The price quoted by the successful bidder are inclusive of the watch and ward expenses and no extra claim will be entertained for the deployment of the watch and ward or loss or damage of machinery/materials at the workshop. BBJ shall not be liable for the loss or damage of any of the fabricator/ successful bidder or their sub-contractors' equipment, machinery and temporary works.

19. INSURANCE

- a) The successful bidder shall be responsible for making good to the satisfaction of BBJ any loss or damages to properties belonging to BBJ or being executed or being procured by MECON/ ECL if such loss or damages have occurred due to the successful bidder/ agency's work.
- b) The successful bidder at his own cost shall take out, maintain and arrange for the provisions of the following insurance in such terms and of such duration and of such limits as shall be accepted during the performance of his obligations under the contract within 30 days from the start of work, failing which no RA bill payment will be made to him.
- c) Any such other insurance as may be required of the successful bidder by statutory bodies and local law in the area of his operation will be the responsibility of the successful bidder.

20. DEFECT LIABILITY PERIOD

21.1 The successful bidder shall guarantee:

The successful and satisfactory operation of the equipment fabricated, manufactured, supplied and erected under the Order, as per the Technical Specifications. The performance and efficiencies of the equipment shall not be less than the respective guaranteed values up to the Defect Liability Period.

The Contract work shall not show any sign of defects, cracks, settlements, disfigurements, shrinkage, leakage, dampness or any other faults up to the Defect Liability Period.

That the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from BBJ/ MECON/ ECL, fully remedy free of expenses to BBJ/ MECON/ ECL, such defects as developed within Defect Liability Period specified in the Order.

The successful bidder shall maintain and satisfactorily execute at his own cost all such works of repair, amendment, reconstruction, rectification, replacement, all regular schedule work and any other work to make good the faulty work within the Defect Liability Period.

21.2 The guarantees have to be furnished in the format(s) approved by BBJ/ MECON/ ECL and shall be signed by the successful bidder.

21.3 **Defect Liability Period shall be a period of Twelve (12) months commencing from the successful completion of the Performance Guarantee Test.**

21.4 The successful bidder/ contractor's liability shall be to replace any defective parts that may develop in the plant of his own manufacture under the conditions provided for by the order under proper use and arising solely from faulty design, materials or workmanship and non-performance provided always that such defective parts as are not repairable at the site, and are not essential in the meantime in the commercial use of the plant, are promptly returned to the successful bidder Works unless otherwise arranged. All such replacements of defective parts mentioned above shall be made free of costs at the site by the successful bidder and the return of the defective parts to the successful bidder's works shall be the successful bidder's responsibility and shall be made at his expense. BBJ/ MECON/ ECL will, however, render such assistance in this matter as well as expedite the same. In the case of defective parts not repairable at the site but essential in the meantime for the commercial use of the plant, the successful bidder shall replace at the site free of cost to ECL the said defective parts before the defective parts are removed to his Works.

21.5 If for rectification or replacement of any part of equipment or work due to defective materials, manufacture or design and non-performance, the services of the successful bidder personnel are requisitioned within the Defect Liability period, these services shall be made available free of cost to BBJ/ MECON/ ECL.

21.6 If it becomes necessary for the successful bidder to replace or renew any defective portions of the plant under this clause, the provisions of this clause will apply to the portions of the plants so replaced or renewed until the expiration of six (6) months from the date of such replacement or renewal or until the end of the above-mentioned Defect Liability Period, whichever may be later.

21.7 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, BBJ/ MECON may give to the successful bidder

a notice requiring that tests of the defective work shall be made by the successful bidder immediately upon completion of such remedial work, whereupon the successful bidder shall carry out such tests.

- 21.8 If the successful bidder does not commence the rectification either by repair or replacement of such defects within 30 (Thirty) days from the date of notice by BBJ/ MECON/ ECL or does not complete the said rectification with reasonable diligence and within a reasonable time, BBJ/ MECON may, at their option rectify the defects at the Successful Bidder/ Contractor's Risk & Cost. BBJ/ MECON shall, in such a case, deduct the cost incurred by BBJ/ MECON from payments due to the Successful bidder/ Contractor for remedy of such defects without prejudice to other rights of BBJ/ MECON under this Order.
- 21.9 Until the final certificate has been issued by ECL to BBJ/ MECON, the successful bidder shall have the right of entry, at his own risk and expenses by himself or his duly authorised representatives whose names shall previously have been communicated in writing to ECL & BBJ/ MECON, at all reasonable working hours upon all necessary parts of the works, for the purpose of inspecting the working and the records of the plant and taking notes there from and, if he desires, at his own expense making any tests, subject to the approval of BBJ/ ECL/ MECON that work will not be unreasonably withheld.
- 21.10 If the Facilities or any part/ equipment thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part/ equipment cannot be used by ECL/ MECON because of any of the aforesaid reasons

21. WORKMEN COMPENSATION INSURANCE

The successful bidder shall submit proof of Workmen Compensation Policy for all their workmen/ supervisors and any other personnel whom the successful bidder will deploy for our Project work prior to commencement of the work in case the total number of such personnel is employed are less than 10.

22.1 CAVEAT

Please note that in case of the total number of workmen/ supervisors employed exceeds 10, the successful bidder must avail ESI Registration under the ESI Act, in which case WC Policy is not mandatory simultaneously.

22. PROVIDENT FUND

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

23. STATUTORY COMPLIANCE

The successful bidder shall ensure strict compliance with all applicable labour laws & codes as become applicable, such as Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Payment of Bonus Act, Contract Labour (Abolition & Regulation) Act, E.S.I. Act as applicable, E.P.F. Act, Industrial Safety regulations, Factory Act & Rules and any other Acts & Rules related with labour legislation & labour welfare as applicable at the time of execution of work. The successful bidder shall submit to BBJ the required documents as a proof.

24. DOCUMENTATIONS

The successful bidder is to maintain required documentation in registers as per ECL standard B1-latest revision pertaining to Fabrication Work is to be carried out in his workshop in consultation to the Engineer In-Charge of BBJ.

25. CONFIDENTIALITY OF DOCUMENTS

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

26. SUBLETTING OF WORK

No part of Work Order nor any share or interest thereof shall in any manner of degree be transferred, assigned or sublet by the Sub-contractor directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

27. INSPECTION/SUPERVISION, TEST & DESPATCH CLEARANCE

(To be read in conjunction with relevant Technical Specification Clause, if specified.)

- 28.1 BBJ/ MECON/ ECL/ Consultant/ Inspector (ECL's Authorised representative) shall have the right of inspection and supervision of the manufacturing process adopted by the successful bidder for the manufacture of equipment/ material at various stages through his authorised representatives. In case, the manufacturing process adopted is not found suitable and commensurate with the desired quality of the equipment, the successful bidder will be advised to adopt the correct manufacturing process which will be binding on the successful bidder. MECON's decision regarding the quality of work and its acceptability shall be final and binding on the Contractor.
- 28.2 BBJ/ MECON/ ECL/ Consultant/ Inspector (ECL's Authorised representative) shall have at all reasonable times access to the successful bidder's premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture or erection and if part of the works is being manufactured or assembled at other premises or works, the contractor shall obtain for the engineer and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on the successful bidder's own premises or works.
- 28.3 The successful bidder shall give a minimum of fifteen (15) days' notice in advance to BBJ/ MECON for inspection and testing of any equipment/ material on its being ready specifying the period likely to be required for such inspection and testing. Such tests shall be to the successful bidder's account except for the expenses of the Inspector. BBJ/ MECON/ ECL/ Consultant/ Inspector, unless witnessing of the tests is virtually waived, will attend such tests within fifteen (15) days of the date on which the equipment is notified as being ready for test/ inspection. Inspection Clearance/ Waiver Certificate shall be issued by BBJ/ MECON/ ECL/ Consultant/ Inspector within fifteen (15) days after completion of tests but if the tests are not witnessed by BBJ/ MECON/ ECL/ Consultant/ Inspector, the certificate shall be issued within fifteen (15) days of the receipt of the successful bidder's test certificate by BBJ/ MECON/ ECL/ Consultant/ Inspector. The successful bidder shall submit 4 sets of Internal Inspection Reports, Material Test Certificates, etc. as per agreed QAP for arranging inspection/ issuing Inspection Clearance/Waiver Certificate of equipment/items.
- 28.4 While sending Inspection Call, Billing Schedule No., etc. as mentioned below, shall be indicated so that Billing Schedule No. is mentioned in the Inspection Clearance/ Waiver Certificate.
- 28.5 Preliminary inspection shall be made by BBJ/ MECON/ ECL/ Consultant/ Inspector either at the successful bidder's or work site as per case may be. Such inspections shall be in accordance with the "Quality Assurance Plan" as per TS. If BBJ/ MECON/ ECL/ Consultant/ Inspector representative observe any non-conformance with the contract requirements is not being corrected in accordance with the Quality Assurance Plan, BBJ/ MECON/ ECL/

Consultant/ Inspector may so notify the Contractor in writing and the successful bidder shall take appropriate corrective action.

- 28.6 Upon the arrival of an item at the place of destination and reasonable notification to MECON by the successful bidder that the item is ready for final inspection and test, BBJ/ MECON/ ECL/ Consultant/ Inspector shall, with the assistance of the Contractor, promptly conduct a final inspection and test of the applicable items involved and either accept the same in writing or notify the successful bidder in writing of those particulars in respect of which the equipment is unacceptable. Upon demonstration to BBJ/ MECON/ ECL/ Consultant/ Inspector the corrective actions, the item involved shall be accepted by BBJ/ MECON/ ECL/ Consultant/ Inspector in writing.
- 28.7 Actions referred to in Sub-Articles 29.5 and 29.6 shall be accomplished by the successful bidder at his expense upon receipt of notice thereof. If the successful bidder fails, BBJ/ MECON/ ECL/ Consultant/ Inspector may take such action as deemed fit in each case.
- 28.8 The successful bidder shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by BBJ/ MECON/ ECL/ Consultant/ Inspector to carry out effectively such tests of the equipment in accordance with the contract and shall be given facilities to the BBJ/ MECON/ ECL/ Consultant/ Inspector to accomplish the testing.
- 28.9 The Contractor shall perform tests in accordance with the relevant chapter of Technical Specification and delivered test data in accordance with Technical Specification and the approved Quality Assurance Plan. BBJ/ MECON/ ECL/ Consultant/ Inspector shall have the right to witness the tests in accordance with Technical Specification and Quality Assurance Plan. The contractor shall intimate MECON/ Purchaser/ Consultant/ Inspector in advance of the place and time of tests, enabling MECON/ Purchaser/ Consultant/ Inspector to depute its personnel for witnessing the tests
- 28.10 Final acceptance of the total system shall be deemed to have taken place when the technical parameters with defined end conditions, test specifications and performance achievement as per function requirements are complied with as per Technical Specification. The defect liability period as referred to in the clause commences from the date of this acceptance of the system and taking over by BBJ/ MECON/ ECL/ Consultant/ Inspector.
- 28.11 In case the inspection and tests of the equipment have been satisfactorily completed, BBJ/ MECON/ ECL/ Consultant shall issue a certificate to that effect.
- 28.12 Consignment shall be despatched only after receipt of Despatch Clearance from MECON.
- 28.13 Despatch clearance will be issued to the contractor after inspection and/ or acceptance of the equipment is over.
- 28.14 Consignment despatched without Inspection Certificate from BBJ/ MECON/ ECL/ CMPDI & Despatch Clearance from BBJ/ MECON may be liable for non-acceptance.
- 28.15 The Despatch Clearance of BBJ/ MECON shall be issued to within two (2) working days from the date of the Inspection Certificate issued by MECON/ECL.

28. PROTECTIVE PAINTING & PACKING

(To be read in conjunction with relevant clause of Technical Specification)

- 29.1 The successful bidder shall properly clean and/or send equipment and apply an initial coat of rust inhibitor and a flat shop coat of paint (except shop finished equipment). All shop primer and paints shall be subject to the approval of BBJ/ MECON/ ECL. All closely machined parts shall be covered with an approved protective coating to prevent deterioration of surfaces during transportation and storage.
- 29.2 The successful bidder shall include and provide for securely protecting and packing the equipment so as to avoid damage in transit under proper conditions and he shall be responsible for all losses or damage caused or occasioned by any defect in packing. All equipment shall be packed in accordance with approved packing specifications.
- 29.3 All equipment and parts susceptible to corrosion by exposure to moisture and all electrical equipment shall be thoroughly protected against damage during transit and storage. BBJ/ MECON/ ECL will take no responsibility for any damage done to the equipment en route to the "site of work", or "place of delivery" whichever may be specified due to the packing being faulty. Special packing with identification marks on packages should be provided for fragile materials. The identification marking indicating the name and address of the consignee shall be clearly marked in indelible ink on two opposite sides and on top of each of the packages. In addition, the successful bidder shall include in the marking gross and net weights, outer dimensions and cubic measurements.

B. S. No.	Contract Reference	Items	Unit	Qty.
Break-up with details shall be issued separately.				

- 29.4 Each bale or package shall be accompanied by a Packing Note quoting specifically the name of the Contractor, the number and date of the contract, the name of the office placing the contract and the nomenclature of contents.
- 29.5 The shipment dimension of each package shall not exceed a maximum dimension of packing which can be accepted for transport.
- 29.6 The successful bidder shall be independently responsible for any loss, damage or depreciation to the equipment/ supplies due to faulty precaution or insecure packing or for any other cause whatsoever.
- 29.7 In case of consignment received at the project site in the outwardly sound condition of the package but found shortage/ damage on being opened, the liability for free replacement will be accepted by the Contractor.

29. ORGANIZATION CHART

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

30. SHOP ASSEMBLY AND TRIAL RUN

- 31.1 The successful bidder shall trial assemble the complete equipment in his shop and conduct the trial run of the equipment. The equipment shall be match marked before disassembly, wherever necessary, prior to despatch for the convenience of assembly at site.
- 31.2 The successful bidder shall undertake at his shop a trial run of the assembled equipment and the trial run shall be carried out as per the relevant standard. Upon receipt of the acceptance

certificate from the MECON Inspection Agency the Contractor shall disassemble the equipment and pack the same properly for despatch to the site.

31. INSPECTION, START-UP, TRIAL OPERATION & PERFORMANCE TESTS AND GUARANTEE

(To be read in conjunction with relevant clause of Technical Specification)

32.1 INSPECTION

The Contract work shall be inspected by BBJ/ MECON / ECL/ CMPDI to ensure that the plans and specifications are being properly executed. BBJ/ MECON/ ECL/ CMPDI shall have access and right to inspect the work or any part thereof at any stage. If by the above inspection, BBJ/ MECON/ ECL/ CMPDI reject any work, the successful bidder shall make good such rejections either by modifications or repairs as may be necessary, to the entire satisfaction of BBJ/ MECON. Such repair modifications include re-erection of such of those works of other successful bidder's and/or agencies, which might have got damaged or affected by re-work done to the successful bidder's work.

32.2 START-UP

On completion of the erection of the equipment and before start-up, each item of the equipment shall be thoroughly cleaned and then inspected jointly by ECL/ CMPDI/ MECON/ BBJ and the successful bidder for correctness and completeness of installation and acceptability of start-up, leading to initial precommissioning tests at the site. The list of pre-commissioning tests to be performed shall be as mutually agreed and included in the successful Tenderer's quality assurance programme.

The successful bidder's commissioning/ start-up engineers specifically identified as far as possible shall be responsible for carrying out all the pre-commissioning tests. On completion of the inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation during which period the complete equipment shall be operated integral with sub-systems/ supporting equipment and other equipment/ system (supplied under other packages) as a complete plant referred hereinafter as the plant.

32.3 TRIAL OPERATION

The plant shall then be on trial operation during which period all necessary adjustments shall be made while operating over the full load range enabling the plant to be made ready for performance and guarantee tests.

The duration of trial operation of the complete equipment and plant shall be fourteen (14) days out of which at least seventy-two (72) hours shall be continuous operation on full load or any other duration as may be agreed to, between ECL/ CMPDI/ MECON/ BBJ and the successful bidder. The trial operation shall be considered successful, provided that each item of the equipment and plant can operate continuously at the specified operating characteristics, for the period of trial operation.

For the period of trial operation, the time of operation with any load shall be counted. Minor interruptions not exceeding four (4) hours at a time, caused during the continuous operation shall not affect the total duration of the trial operation. However, if in the opinion of ECL/ CMPDI/ MECON/ BBJ, the interruption is long, the trial operation shall be prolonged for the period of interruption.

A trial operation report comprising of observations and recordings of various parameters to be measured in respect of the above trial operation shall be prepared by the successful bidder. This report, besides recording the details of the various observations during the trial

run, shall also include the dates of start and finish of the trial operations and shall be signed by the representatives of both parties. The report shall have sheets, recording all the details of interruptions that occurred, adjustments made and any minor repairs done during the trial operation. Based on the observations, necessary modifications/ repairs to the plant shall be carried out by the successful Tenderer to the full satisfaction of ECL/ CMPDI/ MECON/ BBJ to enable the latter to accord permission to carry out performance and guarantee tests on the plant. However, minor defects which do not endanger the safe operation of the equipment, shall not be considered as reasons for withholding the aforesaid permission.

32.4 PRELIMINARY ACCEPTANCE

On completion of start-up and trial operation, preliminary acceptance shall be issued by ECL for the entire plant.

32.5 PERFORMANCE AND GUARANTEE TEST

The final test as to the performance and guarantees shall be conducted at the site, by ECL/ CMPDI/ MECON/ BBJ. Such tests will be commenced within a period of two (2) months after the successful completion of trial operations. Any extension of time beyond the above two (2) months shall be mutually agreed upon.

These tests shall be binding on both the parties of the contract to determine compliance of the equipment with the performance guarantees.

The available instrumentation and control equipment will be used during such tests and ECL/ CMPDI/ MECON/ BBJ will calibrate all such measuring equipment and devices as far as practicable. However, un-measurable parameters shall be taken into account in a reasonable manner by ECL/ CMPDI/ MECON/ BBJ, for the equipment of these tests. The tests will be conducted at the specified load points and as near the specified cycle condition as practicable. ECL/ CMPDI/ MECON/ BBJ will apply proper corrections in the calculation, to take into account conditions which do not correspond to the specified conditions.

Any special equipment, tools and tackles required for the successful completion of the performance and guarantee tests shall be provided by the successful bidder, free of cost.

The guaranteed performance figures of the equipment shall be proved by the successful bidder during these performance and guarantee tests. Should the results of these tests show any decrease from the guaranteed values, the successful bidder shall modify the equipment as required to enable it to meet the guarantees. In such case, performance and guarantee tests shall be repeated within one month, from the date the equipment is ready for re-tests and all cost for modifications including labour, materials and the cost of additional testing to prove that the equipment meets the guarantees, shall be borne by the successful bidder. Duration of performance guarantee tests will be of one month of which 6 (six) days continuous on load operation is the minimum requirement and in case it fails, the process of performance guarantee tests will be repeated.

The specific tests to be conducted on equipment have been brought out in the technical specifications.

Performance and guarantee test shall make allowance for instrumentation errors as may be decided by ECL/ CMPDI/ MECON/ BBJ.

32.6 TEST CODES

The provisions outlined in the ASME performance test codes or other international and Indian approved equivalents shall generally be used as a guide for all the above test procedures unless otherwise specified in the technical specifications.

32.7 **FINAL ACCEPTANCE**

Final Acceptance certificate shall be issued by ECL when the performance guarantee tests have been successfully completed and the guaranteed output and other parameters are met or the amount of Liquidated Damages, if recoverable, has been recovered.

&

BBJ/ MECON submits all the final drawings & documents for the respective facilities and meets obligations under the BBJ/ MECON/ ECL contract have been fulfilled.

32. **SAFETY AND ENVIRONMENT AT SITE**

- a) The successful bidder shall strictly abide by all safety standards, specifications, practices, rules and regulations in construction and also the instruction of our safety (EHS) Engineer. Any kind of unsafe action or unsafe method of work by The Agency's workmen, which may lead to injury to the successful bidder's workmen, will be viewed seriously and a penalty for the same will be levied on the successful bidder for such unsafe actions.
- b) The successful bidder will be responsible for the safety of their staff and employees of other agencies working in the successful bidder's area of operation.
- c) The successful bidder shall delegate the responsibility for the implementation of safety rules to one of the successful bidder's staff.
- d) All safety appliances required like safety helmets, safety belts, shoes, retro-reflective jackets and other Safety PPE, etc., shall be arranged by the successful bidder at their cost.
- e) In the event of non-availability of such safety gadgets at the required point of time, we may, at the sole discretion of the Site in charge, procure such gadgets and issue the same to the successful bidder on a chargeable basis on actual plus 20% overhead charges.
- f) The successful bidder's authorized representative shall attend all safety meetings convened by the site safety (EHS) Engineer and abide by his instructions and follow the site safety practices without failure.
- g) Night working: Utmost care shall be taken during night operations with proper illuminations and safety.

33. **GENERAL:** The Work Order shall be deemed to be effective only after the successful bidder/ agency;

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

34. **LIQUIDATED DAMAGES**

- a) The time for the execution of the work shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract.
- b) If the successful bidder fails to complete the works within the time as specified in the contract for the reasons not attributable to the contractor, BBJ may, if satisfied, allow the successful bidder to complete the work for further extension of time without imposing LD.
- c) If the successful bidder fails to complete the works within the time as specified in the LOA/ contract for the reasons attributable to the contractor, BBJ allows, if satisfied that the works can be completed within a reasonable short time thereafter, the successful bidder for further extension of time. On such extension, BBJ will recover from the bills of the successful bidder, as agreed damages, **a sum equivalent to ½ (half) of 1% of the contract value per week or part of the week** of any supplied equipment/services not delivered within stipulated time period or total order value in the case where part delivery is of no use,

subject to a maximum limit of **10% for contract value up to 2 (two) lakh and 5% for contract value above 2 (two) lakh.**

- d) For the purpose of this Clause, the contract value of the works shall be taken as the value of work as per LOA/ contract agreement including any supplementary work order/contract agreement issued.
- e) Provided further, that if BBJ is not satisfied that the works can be completed by the successful bidder and in the event of failure on the part of the successful bidder to complete the work within the further extension of time allowed as aforesaid, BBJ shall be entitled to encash the successful bidder's Security Deposit and Performance guarantee and also rescind the LOA/ contract, whether or not actual damage is caused by such default. In that event, BBJ shall be entitled also to claim compensation against such loss/ damage from the successful bidder.

35. TERMINATION OF CONTRACT

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program schedule 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 by & 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.

36. RESOLUTION OF DISPUTES AND ARBITRATION

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

recommendation/ interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

If a party is dissatisfied with the decisions/ recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by a notice in writing to the Competent Authority of BBJ clearly evince the intention to refer to 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 that the Arbitration Proceedings shall be conducted in the English language. The venue of Arbitration shall be Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

37. NON-SCHEDULE ITEM OF WORK

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

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

38. Additional Special Condition/ Technical Specifications as incorporated by ECL are enclosed in Annexure-A and shall be an integral part of the tender document.

39. IMPORTANT NOTES;

(A) BBJ reserves the right to:

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

Annexure-I

PRE-CONTRACT INTEGRITY PACT

General

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

WHEREAS the BUYER proposes to execute for this eNIT and the BIDDER/Seller is willing to offer/has offered the same and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

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

dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government/the Company for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government/the Company.
 - 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.10 The BIDDER commits to refrain from giving any complaint directly or thorough any other manner without supporting it with full and verifiable facts.
 - 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 3.12 If the BIDDER or any employee of the BIDDER or any persons acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The terms 'relative' for this purpose would be as defined in the Companies Act 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs.10,00,000/- (Rupees Ten Lakh only) as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:

- (i) 'Demand Draft' or 'Pay Order' in favour of "The Braithwaite Burn and Jessop Construction Company Limited." payable at "Kolkata".
- (ii) A confirmed guarantee by an Indian Nationalised/Schedule Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument.

5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER including warranty period, whichever is earlier.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Work Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank Of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

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

7. **Fall Clause**

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

8. **Independent Monitors**

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

relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

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

11. **Other legal Actions**

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

12. **Validity**

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

13. The parties hereby sign this integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer: _____

CHIEF EXECUTIVE OFFICER

Designation: _____

Witness

Witness

1. _____

1. _____

2. _____

2. _____

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

ANNEXURE-II

FORMAT

CERTIFICATE

(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

REF.:

DATE:

SUB: DEPLOYMENT OF WORKMEN FOR FABRICATION WORK
OF RVNL-ALLAHABADPROJECT AT UTTAR PRADESH STATE

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 JHARKHAND.

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

(Authorized Signatory)
Signature with Office Seal

GENERAL CONDITION OF THE CONTRACT

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

GENERAL CONDITION OF THE CONTRACT

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

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5.0	<u>EXECUTION OF WORK:</u>
a)	<u>SUB-CONTRACTOR'S UNDERSTANDING:</u> It is understood and agreed that the Sub-Contractor has by careful examination, satisfied as to the nature and location of the work, the configuration of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment as facilities needed preliminary to and during the execution of the works, the general and local conditions, availability of materials, the labour conditions prevailing therein and all other matters which can in any case affect the work under the contract.
b)	<u>COMMENCEMENT OF WORK:</u>
i)	The date of commencement will be considered from the date of issue of LOI/Date of issue of 1 st Set of detail drawings/ date of issue of 1 st lot of steel whichever is earlier. If the Sub-Contractor commits default in commencing execution of the work as aforesaid, BBJ shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money Deposit (EMD), Performance Guarantee and any other dues belongs to them absolutely.
ii)	No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or delay in according sanction to estimates or drawings etc. or issuing drawings.
c)	<u>COMPLIANCE TO ENGINEER-IN-CHARGE'S INSTRUCTIONS:</u> The Engineer-In-Charge shall direct the order in which the several parts of the works shall executed and the Sub-Contractor shall execute without delay all orders given by the Engineer-In-Charge from time to time but the Sub-Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
d)	<u>ALTERATIONS TO BE AUTHORISED:</u> No alterations or addition to or omission or abandonment of any part of the works shall be deemed authorised except under instructions from the Engineer and the Sub-Contractor shall be responsible to obtain in writing such instruction in each and every case.
e)	<u>EXTRA WORKS:</u> Should works over and above those included in the contract require to be executed at the site, the Sub-Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Sub-Contractor or Sub-Contractors or by any other means at the option of BBJ.
f)	<u>VARIATION IN QUANTITIES:</u>
i)	The BBJ reserves the right to alter the designs and drawings. If due to change in the drawing or design or for other reasons, there be variations, resulting in increase or decrease in quantities, payment will be made only for the actual quantities executed at the ordered rates, subject to getting approval of the same from the principal client. If there is sufficient cause, BBJ may grant extension of the date of completion suitably. Such circumstance, shall in no way affect or vitiate the contract or alter the character thereof, or entitle the Sub-Contractor to damages or compensation there for except as provided for in this contract.
ii)	BBJ reserves the right to split the total quantity of work as mentioned in the BOQ among 2 (two) or more sub-contractors depending on the situation. The sub-contractor cannot object or be entitled to any claim in the event of reduction in the actual quantity.
iii)	In the event of any reduction in the quantity or omission of any item in the BOQ to be executed for any reasons whatsoever, the sub-contractor shall not be entitled to any compensation, but shall be paid only for the actual amount of work done.
iv)	The unit rate quoted by the bidder will stand unchanged, in case of variation (+/-) of quantities up to any extent.
v)	The quantities of each item of work furnished in BOQ are approximate and are intended for the guidance of bidder / sub-contractors. In actual execution of work, there may be some increase/ decrease in the quantities specified, such variation shall in no degree effect the validity of the contract and it shall be performed by the Sub-Contractor and be subject to the same conditions, stipulations and obligations originally and expressly included and provided for in the specifications

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

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

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

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

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6.0	<u>"ON ACCOUNT" PAYMENT:</u> The Sub-Contractor be shall entitled to be paid from time to time by way of "On Account" payments only for such works, as in the opinion of the Engineer-In-Charge, the Sub-Contractor has executed in terms of the contract. All payments be on the Engineer-In-Charge or the Engineer-In-Charge's representative's certificates of measurements shall be subjected to any deductions which may be made under these presents provided always that the Engineer-In-Charge may by any certificate made any correction or modification in any previous certificate which shall never have been be issued by him and that the Engineer-In-Charge may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.
7.0	<u>ROUNDINGS OFF AMOUNTS:</u> In the case of schedule of rates given in decimal coinage, individual items will not be rounded off, but the total amounts only, on each certificate, shall be rounded off to nearest rupee i.e. sum of less than 50 paise shall be omitted out and sums of 50 paise and more shall be reckoned as one rupee.
8.0	<u>ON-ACCOUNT PAYMENTS NOT PREJUDICIAL TO FINAL SETTLEMENT:</u> "On Account" payments made to the Sub-Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the measurement book as final measurements and as such have been signed by the Sub-Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity or work having been executed nor of the manner of its execution being satisfactory.
9.0	<u>MANNER OF PAYMENT:</u> Unless otherwise specified, payment to the Sub-Contractor will be made by cheque.
10.0	<u>PAYMENT TO BE MADE BY BBJ:</u> The Sub-Contractor shall on submitting a monthly bill be entitled to receive payment proportionate to the part of the work which is approved and passed by the Engineer-In-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Sub-Contractor. All such intermediate payments shall be regard as payments by way of advance against the final payments only and not as payments as work actually done and completed and shall not preclude the Engineer-In-Charge from requiring bad, unsound, imperfect or unskilful work to be dismantled and removed from the site and reconstructed or re-erected as per specifications. No payment shall be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim, nor shall it conclude determine or affect in any way the powers of the Engineer-In-Charge as to the final settlement and adjustment of the contract. The final bill shall be submitted by the Sub-Contractor within one month of the date of the completion of work. The certificate of the Engineer-In-Charge of the measurement value of the total amount payable for the work shall be final and binding on all parties.
11.0	<u>FINAL PAYMENT:</u> On the Engineer-In-Charge's certificate of completion in respect of the works, an adjustment shall be made and the balance of account based on the Engineer-In-Charge or the Engineer-In-Charge's representative's certified measurements of the quantity of work executed by the Sub-Contractor up to the date of completion and on the accepted schedule of rates shall be paid to the Sub-Contractor subject to any deduction which may be made under agreement and subject to the Sub-Contractor having delivered to the Engineer-In-Charge a full account in detail of all claims he may have or BBJ in respect of the works or having delivered a "No Claim" certificate and the Engineer-In-Charge after the receipt of such account, will give a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the contract have been completed, that they have been inspected by him since their completion and bound to be in good and substantial order that all properties and the things removed during execution of the work, have been properly replaced and made good all expenses and demands incurred by or made upon or in the respect of damage or loss by, from or in consequence of the woks have been satisfied, agreeable and in conformity with the contract.

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12.0	<p><u>TAXES, DUTIES AND OCTROI ETC.</u> The Sub-Contractor agree to and hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi etc., now or hereafter imposed, increased, or modified, and all the sales tax, from time to time in respect of works and materials and all contributions and taxes for employment compensation, insurance and also age pension or annuities now or thereafter imposed on Central or State Government authorities which are imposed with respect to or covered by the wages / salaries or other compensations paid to the persons employed by the Sub-Contractor and the Sub-Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the labour law or any other law effecting employer-employee relationship and the Sub-Contractor further agreed to comply and to secure the compliance of all other Sub-Contractor with all applicable Central, State, Municipal or local laws and regulations and requirements of the Central, any State or Local Government agency or authority. Sub-Contractor further agreed to defend, indemnify and hold owner harmless from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any violation or requirements and also from all claim, suit of proceeding that may be brought against the owner arising under, growing out of or by reason of the work provided for by this Contract, by third parties, or Central or State Government authority or any other Sub-division thereof.</p>
13.0	<p><u>DEDUCTION OF INCOME TAX, GST AND ANY OTHER TAXES AND DUTIES, OCTROI ETC.:</u> All Statutory Taxes and Duties will be deducted at source from Sub-Contractor's on-account bills. Further the Sub-Contractor will be liable to pay themselves any taxes and duties to the respective authorities, if payable by the Sub-Contractor over and above the amount deducted at source. Necessary papers indicating the deduction made at source will be given to the Sub-Contractor on request.</p>
14.0	<p><u>COMPLIANCE OF LABOUR LAWS: (The entire clause 14 & 15 including sub-clauses should be suitably modified in line with the new labour code)</u> The Sub-Contractor shall comply with the following Labour Laws during the execution of the contract:-</p>
a)	<p><u>MINIMUM WAGES ACT, 1948:</u> Sub-Contractors are required to pay minimum wages as per Central Government Notification / State Government Notification whichever is higher at the time of payment of wages. Representative of Principal Employer and recording his signature on the wages register is required.</p>
b)	<p><u>PAYMENT OF WAGES ACT, 1976;</u></p>
c)	<p><u>EMPLOYEES SATE INSURANCE (E.S.I.) Act, 1948;</u></p>
d)	<p>Compliance of <u>BUILDING AND OTHER CONSTRUCTION WORK (BOCW) Act, 1996</u> in case 50 or more workers are engaged by the Sub-contractor.</p>
e)	<p><u>CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970</u> Sub-Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Sub-Contractor Labour (Regulation and Abolition) Act, 1971 as modified from time to time wherever applicable and shall also indemnify BBJ from and against only claim under the aforesaid Act and Rule.</p>
f)	<p><u>WORKMEN'S COMPENSATION ACT, 1923</u></p>
g)	<p><u>INDUSTRIAL DISPUTE ACT, 1947 AND AS AMENDED FROM TIME TO TIME.</u></p>
h)	<p><u>EMPLOYEES PROVIDENT FUND ACT, 1971</u></p>
15.0	<p><u>COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR</u> The Sub-Contractor shall conform to all laws, by laws, rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through the petty Sub-Contractors or other sub-Sub-Contractors on the works.</p>

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a)	<u>PERTAINING TO LICENCE:</u> A copy of Labour Licence to be displayed by the Sub-Contractor at the Site.
b)	<u>PERTAINING TO NOTICE</u> Notice pertaining to the following are required to be displayed at the work site in English/Hindi or local language viz. (a) Rates of wages; (b) Hours of work; (c) Wage period; (d) Date of payment; (e) Name and Address of the Inspector; (f) Date of payment of wages and date of unpaid wages; (g) Place and time of disbursement of wages; (h) An abstract of the Act & Rules of Contract Labour (Regulation & Abolition) Act; (i) Intimation about the commencement & completion of work; (j) weekly holiday and rest day; (k) Hours of week;
c)	<u>PERTAINING TO REGISTERS:</u> The following Registers are to be maintained at the works at :- <ul style="list-style-type: none"> • Register of persons employed in Form XII. • Employment Card in Form XIV to be issued to each worker. • Master Roll in Form XVI. • Register of wages in Form XVII. • Register of Fines in Form XXI. • Register of Advance in Form XXII. • Register of Overtime in Form XXIII. • Wages Slip in Form XIX is to be issued to each worker.
d)	<u>PERTAINING TO RETURNS</u> Half-Yearly return ending on 30th June and Annual Return ending on 31st December to be submitted to Licensing Officer within 30 days of the completion of half & annual ending.
16.0	<u>LABOUR CAMP:</u> The Sub-Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provisions of latrines and urinals for his staff and workmen, directly or through the petty agencies employed on the work and for temporary crèche (Bal Mandar) where 50 or more women are employed at a time. All camp sites shall be maintained in clean sanitary conditions by the Sub-Contractor at his own cost.
17.0	<u>WATER SUPPLY:</u> The Sub-Contractor shall arrange at his own cost water both for drinking purpose and for the purpose of execution of work.
18.0	<u>ELECTRICITY:</u> Any electrical supply required at site for whatsoever purpose shall be arranged by the Sub-Contractor at his own cost. If electricity cannot be arranged, the Sub-Contractor shall maintain generator set of suitable capacity for each purpose of uninterrupted progress of work.
19.0	<u>SANITARY ARRANGEMENTS</u> The Sub-Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the concerned Medical Authority and permit inspection of all sanitary arrangements at all times by the Company's Site-In-Charge and/or his representatives.
20.0	<u>WELFARE & HEALTH</u> First Aid facilities to be provided as per specification lay down under Rules. Canteen facilities and Rest Room to be provided as per Rules.
21.0	<u>MEDICAL FACILITIES AT SITE</u> The Sub-Contractor shall provide medical facilities at the site as may be prescribed by the Engineer-In-Charge in relation to the strength of the Sub-Contractor's resident staff and workmen directly or through the petty Sub-Contractors or sub-Sub-Contractors employed on the work. First Aid facilities at site should be as prescribed under Contract Labour (Regulation & Abolition) Act and Rules.
22.0	<u>OUT BREAK OF INFECTIOUS DISEASE</u> The Sub-Contractor shall remove from his camp such labour and their families who have protective inoculation and vaccination when called upon to do so by the Engineer-In-Charge or the Engineer-In-Charge's representative.

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23.0	<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 other 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 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	<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>
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 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 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</p>

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