

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA - 700 001 (WEST BENGAL)
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NOTICE INVITING e-TENDER

e-TENDER NO.	eNIT/DGM(P-V)/CIVIL/KV-SRAWASTI/R2/09-2019	DATE	16.02.2019
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Sealed Tenders under three-part bidding system from eligible vendors against the above NIT on cost plus percentage basis indicating the project cost as percentage above/ below/ at-par basis as per the 'BOQ-1' are invited for the following work;

01.	NAME OF THE WORK	Construction of School Building, Staff Quarter, Boundary Wall, etc. for Kendriya Vidyalaya at Shrawasti (Uttar Pradesh)	
02.	QUANTITY	As per BOQ-1	
03.	ESTIMATED COST	Rs.13,41,21,437/-	
04.	COMPLETION PERIOD	16 (sixteen) months from the date of issue of LOA/Order, whichever is earlier.	
05.	COST OF TENDER DOCUMENT	RS.10,000/- (Rupees ten thousand only) by Pay Order/ Demand Draft/ Banker's Cheque in favour of " THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED " payable at Kolkata. MSME/ NSIC/ SSI units will be waived from submitting tender fee subject to submission of declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.	
06.	EARNEST MONEY DEPOSIT	RS.20,00,000/- (Rupees twenty lakh only) by Pay Order/ Demand Draft/ Banker's Cheque in favour of " THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED " payable at Kolkata. MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP. Existing contractors working with BBJ may adjust the EMD from their pending bills.	
07	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
08.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	18.02.2019
		Document download Start Date	18.02.2019 at 10:00 Hrs.
		Start Date of uploading of bid document	27.02.2019 at 10:00 Hrs.
		End Date for uploading of bid document	04.03.2019 at 15:00 Hrs.
		Date of opening of Technical	05.03.2019 at 15:00 Hrs.
		Date of opening of Financial Bid	To be notified later

(A. Neogi)
DGM(P-V)

INSTRUCTION TO BIDDERS

1.0 REGISTRATION OF CONTRACTOR

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

2.0 DIGITAL SIGNATURE CERTIFICATE (DSC)

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

3.0 SUBMISSION OF TENDER/BID:

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

The Tender shall be signed by the person legally authorized to enter into commitment on behalf of the Tenderer. All the pages of the Tender Document to be signed with Company's seal by the Tenderer. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry to be signed and sealed with Company's seal.

Tenders to be submitted in **THREE PARTS:**

a) **PART-A:**

FEE PART:

- (i) Tender Document Fee
- (ii) Earnest Money Deposit
- (iii) Pre-Contract Integrity Pact

b) **PART-B:**

TECHNO-COMMERCIAL PART:

The Techno Commercial Part should contain the following documents that are to be submitted along with the offer:

- a. Audited Balance Sheet & P/L for last 03 (three) financial years
- b. Completion certificates from Client/Owner.
- c. List of own Plants & Machineries
- d. Manpower details
- e. Details of pending litigations etc.
- f. Valid Electrical License, if applicable.

- g. PF Registration No. along with copy of challan for the last month.
- h. ESI Registration
- i. PAN
- j. GST Registration certificate.
- k. Bank Solvency Certificate for **Rs.8.00 Cr.**
- l. Certificate of Incorporation, if any
- m. The tender documents issued to the tenderers duly signed and sealed in each page EXCLUDING BILL OF QUANTITIES

c) **PART-C:**

PRICE-PART:

Properly filled up BILL OF QUANTITY (BOQ-1) duly digitally signed to be uploaded in Financial part.

The price bid will be opened based on techno commercially acceptable bidders.

- 4.0 The above "FEE PART", 'TECHNO-COMMERCIAL PART' and 'PRICE-PART' to be put in a sealed envelope super scribing "TENDER NOTICE NO." to be submitted to BBJ before closing date & time of bid document at CPP Portal. Non-submission of hardcopy of the bid uploaded alongwith tender fee and EMD shall lead to cancellation of the bid.

5.0 **LANGUAGE:**

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

6.0 **EARNEST MONEY DEPOSIT (EMD):**

Deposit of Earnest Money amounting to **Rs.20,00,000/-** (Rupees twenty lakh only) may be made in the form of NEFT/ RTGS/ Pay Order/ Demand Draft/ Banker's Cheque drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the tenderer withdraws their offer within validity period of their offer or fails to undertake the contract after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the bid shall be rejected.

EMD will be converted to Security Deposit and will be kept till completion of Defect Liability Period for the successful bidder. For unsuccessful bidders, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

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 – 700 001 (W.B.)
Bank Account No.:	11175160292
Bank Account Type:	Current
IFSC Code:	SBIN0001401

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

7.0 SITE VISIT:

Before quoting, bidder must visit the project site. Bidder should ensure/understand the nature of jobs to be executed by him. Accordingly, the bidder must give a declaration (As per Annexure-II) separately along with the bid that he has understood the job(s) and the obligations to be performed under the contract, if, awarded, and rates quoted accordingly. Afterward, no claim for increase of rate shall be accepted by BBJ on any ground.

By submitting the tender for the work, a Tender will be deemed to have satisfied himself by actual inspection of the site, examine soil conditions, hydrological conditions, climate conditions, availability of labour, quarry materials, equipment, means of transport, communication facilities, any other statutory bodies and collect all information that maybe necessary for preparing and submitting the tender and entering into the contract and locality of the work, that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached thereto and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour and material rates which shall include cost of materials with taxes, octroi and other duties, lead, lift, loading and unloading freight for materials, and all other charges including the furnishing of all plant, equipment, tools scaffolding and other facilities and services, necessary or proper for the completion and maintenance of the work, except such as may be otherwise expressly provided for in the contract documents for the completion and maintenance of the work to the entire satisfaction of BBJ.

The cost of visiting the site shall be at bidder's own expense.

8.0 EXEMPTION FOR MICRO & SMALL ENTERPRISES:

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

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

- 8.1** The following procedure is adopted for bidders of MSMEs registered with NSIC: The MSEs who intent to claim benefits under MSME act, shall fulfil the following, otherwise thy run

- the risk of their bid being passed over as "INELIGIBLE" for the benefits applicable to MSEs and their bid will not be considered for evaluation.
- 8.1.1 The items of Products/ Services mentioned under NSIC certificate should be the same or similar to be tendered items (Schedule of Items of Tendered).
- 8.1.2 The monetary limit stipulated in the NSIC certificate of MSEs should be equal or more than the value of work(s)/ supply(s)/ are "in hand (progress)" awarded under MSME benefits during the financial year plus estimated cost of this tender for availing EMD exemption.
- 8.1.3 If monetary limit is less than the value of work(s)/ supply(s)/ are "in hand (progress)" awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain "Competency Certificate" from NSIC for participating in this tender as well as to avail MSME benefits. The completion certificate should be uploaded in the Pre-Qualification folder.
- 8.1.4 During the bid evaluation, EMD exemption shall be granted to the NSIC/ MSEs registered firm. In case the NSIC/ MSEs registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected.
- 9.0 All costs and expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBJ, Site Visit etc. shall be to the account of the Tenderer and BBJ shall bear no liability whatsoever on such cost expenses.
- 10.0 Conditional tenders may be rejected and no additional clause will be entertained.
- 11.0 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.
- 12.0 The successful tenderer shall make his own arrangements for all materials, except as specified in the contract, if any.
- 13.0 The successful tenderer shall bear all incidental expenses, if any, for successful completion and handing over of project.
- 14.0 The quantities shown in the attached schedule (BOQ-1) are given as a guidance & approximate only and are subject to variation according to the needs of the Employer. The employer accepts no liability for the accuracy. The employer does not guarantee work under each item of the schedule.
- 15.0 If there is any difference between the description in the specification and drawings and the works items in BOQ-1, the work item in the BOQ-1 shall prevail for determining rates.

16.0 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.

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

As the place of work execution is in the state of Uttar Pradesh, the successful Contractor must get themselves registered with all tax and statutory authorities as per applicable laws of the state of Uttar Pradesh immediately on award of work and prior to start of work. No way bill/ road permit will be issued by us for bringing their own materials/ plants etc. to site or return of the same.

18.0 VALIDITY OF TENDER

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

19.0 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Work order
- 2) Letter of Acceptance of Tender
- 3) Notice Inviting Tender
- 4) Instructions to the Contractors (IB)
- 5) Scope of Work (SOW)
- 6) Special Conditions of the Contract (SCC)
- 7) Technical Specifications (TS)
- 8) General Conditions of Contract
- 9) Relevant codes and Standards
- 10) Drawings
- 11) Bill of Quantities

20.0 All the pages of Tender Document shall be signed by the authorized representative of the contractor and stamped as token of acceptance.

21.0 IMPORTANT NOTES;

BBJ reserves the right to:

- a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- b) Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- c) Postpone or extend the above-mentioned date, split and distribute the work among more than one contractor without assigning any reason what so ever.
- d) May ask for further qualification during techno commercial scrutiny of bids received.
- e) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- f) BBJ shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

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DATE: 16.02.2019

- g) 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.
- h) 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.

SCOPE OF WORKS

- 1.0 **NAME OF WORK:**
Execution of balance works for construction of School Building, Staff Quarter, Boundary Wall, etc. for Kendriya Vidyalaya at Shrawasti (Uttar Pradesh).
- 2.0 **SCOPE OF WORK:**
Construction of School Building, Staff Quarter, Boundary Wall, etc. for Kendriya Vidyalaya at Shrawasti (Uttar Pradesh) as per BOQ-1 on Turnkey basis.
- 3.0 **PLACE OF WORK**
The proposed Kendriya Vidyalaya shall be constructed in the location mentioned herein below;

**Kendriya Vidyalaya, Shrawasti
Bhinga, Shrawasti (U.P)
Pin- 271831**

SPECIAL CONDITION OF CONTRACT

1.0 DESCRIPTION:

- a. "**Owner/Principal Client**" shall mean Kendriya Vidyalaya Sangathan.
- b. "**Employer**" shall mean Braithwaite Burn And Jessop Construction Company Limited (BBJ) having its registered office at 27, Rajendra Nath Mukherjee Road, Kolkata – 700001.
- c. "**Project**" shall mean construction of School Building, Staff Quarter, Boundary Wall, etc. for Kendriya Vidyalaya at Shrawasti (Uttar Pradesh)
- d. "**Site**" shall means the land and other place envisaged by the Employer where the works are to be executed.
- e. "**Engineer**" shall mean an Engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purposes of the contract.
- f. "**Contractor**" shall mean the person, firm or company, who enters into contract with the Employer and shall include the Contractor's personal representative, executors, administrators, successors and permitted assigns.
- g. "**Contract**" shall mean the Invitation to Tender, Instructions, to Tenderers, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule, Form of Tender, Rates and amount accepted against the items of the Tender schedule together with the Tender covering letter, and all correspondence entered into between the Employer and the Tenderer prior to the Letter of Intent and the of Intent awarding the work and the Contract Agreement/ Work Order.

2.0 ELIGIBILITY:

- 2.1 Contractors/ Firms and should have a minimum average annual financial turnover of at least **30% (thirty percent)** of the estimated cost during in last 3 (three) financial years and should submit audited Balance Sheet and Profit & Loss Account for last three financial years.
- 2.2 Contractors/ Firms should also have successfully executed similar job (ref. note below) during last 07 (seven) years and should produce certification/ proof from user/ end user in support of execution similar work order which should be either of the following:
 - (a) **03 (three)** similar executed works each costing not less than **40% (forty percent)** of the estimated cost.

OR
 - (b) **02 (two)** similar executed works each costing not less than **50% (fifty percent)** of the estimated cost.

OR
 - (c) **01 (one)** similar executed work costing not less than **80% (eighty percent)** of the estimated cost.
- 2.3 Contractor/Firm should have earned profit in at least two years during last three financial years.

Note: Similar job shall mean successfully completed RCC Frame structure for School/ College/ Institutional buildings for Govt./ Semi Govt./ PSU, including internal road, sewerage system, internal & external electrifications, campus development etc.

- 2.4 No Joint Venture or Consortium of firms shall be allowed and the contractors/ firms should meet the above criteria by themselves.
- 2.4.1 The value of free issue materials shall be considered while evaluating completion cost of the project. The value of such materials incorporated in the project should be certified by the Chartered Accountants/ Owner.
- 2.4.2 The past experience of similar nature of work should be supported by certificates issued an officer not below the rank of Executive Engineer or equivalent. In case the work experience of other than Govt./ Semi Govt./ PSUs, the completion certificate shall be supported by copies of Work Order, full payment details, TDS certificate issued by owner of work.
- 2.4.5 The contractor/ firm should own sufficient construction equipment for proper timely execution of work. The applicant should submit details of the same along with the bid document.
- 2.4.6 The contractor/ firm should have sufficient number of Technical and Administrative employees for the proper execution of contract. The applicant should submit details of the same along with the bid document.
- 2.4.7 Bid document should be type written. The contractor/ firm should sign and stamp on each page of the bid document. Overwriting should be avoided.
- 2.4.8 Any information furnished by the contractor/firm applicant found to be incorrect would render him to be debarred from tendering or taking up any work with BBJ.

2.5 **EARNEST MONEY DEPOSIT (EMD):**

Deposit of Earnest Money amounting to **Rs.20,00,000/- (Rupees twenty lakh only)** may be made in the form of Pay Order/ Demand Draft/ Banker's Cheque drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the tenderer withdraws their offer within validity period of their offer or fails to undertake the contract after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the bid shall be rejected.

EMD will be converted to Security Deposit and will be kept till completion of Defect Liability Period for the successful bidder. For unsuccessful bidders, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

3.0 **DRAWINGS & SPECIFICATIONS:**

BBJ reserves the right to alter/modify the design/ drawing/ specification to suit to their condition. If due to change in design/ drawing/ specification, there is any increase/ decrease in items/ quantities or both, payment will be made only for actual work and certified by BBJ's Engineer/ Principal Client and/or their authorized representatives.

Drawings: The work will be carried out as per drawings supplied by BBJ, one set will be supplied to the contractor progressively during the execution of work.

Specifications: All work is to be done as per CPWD specifications 2007 as corrected from time to time. In the absence of CPWD specification latest IS Specifications and codes of practice are to be followed. For items not covered by the above, prior approval is to be taken in regard to specifications from the Employer.

4.0 DATE OF COMMENCEMENT:

The date of commencement will be considered the date of issue of Letter of Acceptance (LOA) or Work Order, whichever is earlier.

5.0 DELIVERY SCHEDULE:

The Contractor has to start mobilizing plant, machinery, manpower at site so that work can be started within 15 (fifteen) days from the date of LOA/Order.

Following schedule to be considered in respect of completion of entire project:

- a. Staff Quarter & other ancillary works: 12 (twelve) months from the date of issue of LOA/Order.**
- b. School building & other ancillary: 16 (sixteen) months from the date of issue of LOA/Order.**

The entire project to be completed in all respect within a time frame of **16 (sixteen) months** including monsoon from the date of commencement as stated above. This includes the Mobilization Period.

The contractor shall be responsible for proper completion of structures, workmanship, liability for defects of the buildings constructed by it and maintain the projects during the period of execution and for a period 16 (sixteen) months covering at least one rainy season from the date of virtual completion or occupation of the project. In the event of failure on the part of the contractor to rectify the defects/maintain the building as aforesaid, the same may without prejudice to any other right available to it in law be rectified by the employer for an on behalf of the contractor and at the cost and expenditure of the contractor. The employer shall have the right to deduct on set off the expenses incurred by it in rectifying the defects/maintaining the project as aforesaid from or against any amount due and payable or becoming due and payable by the employer to the contractor under this agreement or any other contract whatsoever. The date of completion shall be calculated from the date of issue of completion certificate as furnished by the Engineer-in-Charge of the project on behalf of the Employer. The contractor shall send completion report with drawings and maintenance schedules to the office of the Employer in writing within a specific period.

5.1 EXTENSION OF DELIVERY PERIOD:

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

6.0 INSPECTION & TESTING:

Inspection of Work will be done by BBJ/ Principal Client and/or Authorized Representative of Principal Employer and the Contractor is required to get the work passed through BBJ/ Principal Client /their Authorized representative.

7.0 MEASUREMENT AND COMPLETION CERTIFICATE

7.1 All works shall be carried out according to authorized dimensions and measurements will be restricted to these authorized dimensions, even though the contractor may for convenience of his work, exceed the authorized dimensions.

7.2 Unless otherwise specified the mode of measurement shall be according to the IS:1200 specifications latest version.

7.3 The contractor shall submit for technical inspection, work which are likely to be embedded or covered by other works and have the necessary measurement books and certificates to the effect duly signed by the employer's representative before the works are covered.

7.4 On completion of the work, the contractor must submit to the Engineer-in-Charge three copies of the "As Made" drawing showing thereon all additions and alteration during execution, for passing the works.

7.5 The contractor will hand over each work to the Principal of the concerned Kendriya Vidyalaya in the approved format of Kendriya Vidyalaya Sangathan immediately after completion of work which will be treated as handing over certificate and the date of signature of that certificate will be the date from which the maintenance period of that work will be reckoned.

8.0 NATURE OF CONTRACT:

This contract will be treated as Percentage Rate Contract.

9.0 INITIAL SECURITY DEPOSIT

The Earnest Money Deposit of the successful bidder shall be retained towards part of the initial Security Deposit to facilitate the due and faithful fulfilment of the contract.

10.0 PERFORMANCE GUARANTEE

10.1 For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee (PG) for an amount equivalent to **5% (five percent)** of the contract price/value of work order either by Bank Draft or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within **45 (forty-five) days** from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the PG is not submitted within 45 days.

10.2 Provided further that on specific request from the bidder, the said period of 45 (forty-five) days for submission of PG may be extended up to 75 (seventy-five) days from the date of issue of LOA at the sole discretion of the Competent Authority of BBJ. However, a penal interest of 15% (fifteen percent) per annum shall be charged for the delay beyond 45 (forty-five) days, i.e. from 46th day after the date of issue of LOA. In case the

- bidder fails to submit the PG even within the extended period aforesaid the bid of the bidder shall be liable for rejection by the BBJ administration and the LOA shall stand withdrawn.
- 10.3 The P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- 10.4 In case the successful bidder fails to submit the requisite Performance Guarantee (PG) within the stipulated period of 45 days or extended period up to 75 days, as the case may be, from the date of issue of LOA, and his bid is consequentially cancelled and the LOA is withdrawn the defaulting bidder shall be debarred from participating in Re-Tender for that work and his EMD shall be forfeited.
- 10.5 The formal Work Order shall be issued/ contract agreement shall be executed within a reasonable time only after receipt of PG from successful bidder. Till such time the work order is issued/contract agreement is executed the contractor shall execute the work on the strength of LOA but no payment shall be made to the contractor without work order/ contract agreement. In the event the bid is cancelled and LOA is withdrawn due to non-submission of PG, the contractor shall have no claim for the executed work if any as aforesaid.
- 10.6 The value of PG originally submitted by the successful bidder need not be changed for a variation of contract price/ work order value up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the successful bidder.
- 10.7 The Performance Guarantee (PG) shall be released after physical completion of the work plus after completion of 60 days thereafter based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period/ defect liability period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.
- 10.8 Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- 10.9 BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:

- (a) Failure by the successful bidder to extend the validity of the Performance Guarantee as described herein above, in which event BBJ may claim the full amount of the Performance Guarantee.
- (b) Failure by the successful bidder to pay BBJ any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the Agreement, within 30 days of the service of notice to this effect by BBJ.
- (c) In the event of the Contract being rescinded under provisions of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

11.0 SECURITY DEPOSIT:

As security for proper and faithful fulfilment of the obligation under the order, Security Deposit equivalent to of the total Contract Value shall be deducted and should be kept valid till completion of entire contract period plus 12 (twelve) months i.e. up to end of Defect Liability Period. Security Deposit shall be in the following manner;

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

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

- (i) Security Deposit for work should be 5% of the Contract value.
- (ii) The rate of recovery should be at the rate of 5% of the gross bill amount till the full security deposit is recovered.
- (iii) The Security Deposit may be converted in Bank Guarantee of equivalent amount from a Nationalized/ Scheduled Bank (as per format to be provided by BBJ) on receipt of request letter from the Contractor and acceptance thereof by BBJ's Competent Authority.

Security Deposit & Performance Guarantee shall be returned to the contractor after completion of entire Order plus 12 (twelve) months i.e. after the end of Defect Liability Period and subsequent to the following:

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

12.0 DEFECT LIABILITY PERIOD:

The Contractor shall fully guarantee all workmanship in scope of his work to perform strictly in accordance with the specifications. The workmanship shall be free from all defects. Should any workmanship not perform as intended or should workmanship prove defective within a period of **12 (twelve) months** from the date of completion/handing over of the work, the work shall upon notification of deficiency/

defect be promptly rectified by the Contractor to the satisfaction of BBJ/ Principal Client or any Inspection Agency nominated by BBJ/ Principal Client without any delay and at no extra cost to BBJ. If the Contractor fails to effect proper replacement within a reasonable time of receipt of BBJ's notification to this effect, BBJ, shall be free to take such corrective action at the Contractor's risk and cost.

13.0 SITE CONDITION:

Before tendering, the contractor should get himself thoroughly acquainted with the site conditions, nature of soil, water likely to be encountered during execution and other facilities which are available at site. No claim on account of ignorance of site condition etc. shall be entertained by the employer.

14.0 SITE FACILITIES

14.1 Land:

The employer will allot land, as available, free of charge, on which the contractor can build temporary accommodation for his site office, stores, staff quarters and labour hutments. He must maintain the area allotted to him in a neat and clean condition as required by the Employer. Structures will be erected only on the plots allotted to the contractor in writing duly shown on the lay-out plan. On completion of the work, all such temporary structures must be removed by the Contractor and land brought back to its original condition. The employer reserves the right to take over any or all of the structures put up by the Contractor on completion of work at rates and terms to be mutually agreed upon in writing.

14.2 Water Supply:

Water required for construction purposes will be arranged by the contractor at his own cost.

14.3 Power Supply:

14.3.1 The contractor has to provide diesel-operated machineries, tools & plants for construction work as well as labour hutment etc. at his own cost and the cost of which may be taken into consideration in quoted rates.

14.3.2 Employer may supply power if available, for the project at one point, at the works site. Further distribution lines, electrical installation, energy meters conforming to Indian Electricity Act shall have to be arranged by the Contractor at his own cost and power shall be charged per unit at a rate to be fixed by the power supply Authority from time to time.

14.3.3 No claim, whatsoever, will be entertained in case of power is not made available/or supply is erratic.

15.0 The Contractor shall fully indemnify, protect and save harmless BBJ from and against all losses, penalties, claims, damages, expenses, action or other proceedings arising out of and resulting from the non-performance or unsatisfactory performance of the contractual obligations undertaken by the Contractor. The Contractor shall also reimburse to BBJ of all losses and damages as may be suffered by it for non-conforming to the time schedule granted by the Client or for not adopting the standards specified in the NIT or which may arise out of or as a consequence of construction and maintenance of works.

- 16.0 The Contractor will take steps in due and proper time and put in all claims for extra items, applications for extension of time and for damages for delay or otherwise in the manner provided in the NIT. In the event the contractor does not take relevant steps as per contract to put in claims or to avoid penalties or apply for extension of time or damages and the client does not accept the same then BBJ shall not be liable for the same. The Contractor shall however, be entitled to compensation, claims etc. only to the extent, and to the proportion applicable to its works, that BBJ actually receives for the same from the Client.
- 17.0 The Contractor agrees to render all assistance to BBJ in making any claims on the Client and also to assist BBJ if any when arbitration/ legal proceedings are commenced under the NIT and to give all such materials and evidence for the proper and efficient conduct of proceedings before the arbitrators/court etc. BBJ shall associate the Contractor in pursuing all such claims with the Client or with the arbitrator/ court. All expenses to be incurred in such arbitration / legal proceedings shall be borne by the Contractor.
- 18.0 In the event of any dispute and/or difference whatsoever arising under this agreement or in connection therewith, including any question relating to meaning and interpretation of this agreement or any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultation between the parties of this agreement. In the event of such disputes/or difference not being settled in aforesaid manner, the dispute shall be referred to the Court of Law having jurisdiction over the matter and not through "Arbitration".
- 19.0 Unless otherwise agreed to, all conditions applicable to BBJ as per the "Contract" between BBJ & KVS shall also be applicable to the Contractor, except the arbitration clause.
- 20.0 Any issue not covered by the General Conditions of Contract in the "Contract" between BBJ & KVS shall be governed by BBJ's General Conditions of contract.
- 21.0 RATES:
The rates shall be inclusive of all taxes (excluding GST, as applicable) etc. and are intended to provide for works duly and properly completed in accordance with the CPWD specifications and Special Conditions of Contract with Specifications and drawings together with such alteration or conditions as may be required/ ordered and without prejudice to the generality thereof which include for details of construction which are obviously and fairly intended and which may not have been specifically referred to in these documents and working drawings but are essential though of minor nature and shall be deemed to include and cover inter-alia the following:
- i) The cost of all superintendence, labour and materials including materials to be issued by Employer on cost recoverable basis if any as provided separately in this clause of special conditions of contract, all types of explosive/blasting materials, all tools, plants and equipment, mobilizing and demobilizing of manpower/ equipment, fuel, lubricants, fixers, transport and handling charges of machineries, temporary and permanent works, transport, handling and storage of materials, stacking and removal charges of any rejected materials, water and

- power arrangements and satisfactory maintenance of the same for the full and satisfactory completion of the work intended.
- ii) Watch and ward and Security arrangements as required for satisfactory performance of the entire project.
 - iii) Erection, maintenance and removal of temporary/ enabling works for office, stores, accommodation, labour hutment etc. required for the project.
 - iv) Work at all depths in foundation below the ground level and in superstructures up to all heights above ground level including all lifts and decent involved at any place of work and disposal area.
 - v) Unless otherwise specified in the specifications / schedules, cost of all leads & lifts.
 - vi) All materials and labour required for fencing in and protection against risks of accidents and providing necessary site clearance in excavation trenches, shoring, planking, strutting, gangways with handrails, gumboots, hand gloves, safety belts etc. during the progress of work.
 - vii) All dewatering operations for seepage waters, surface drainage, monsoon water and dislodging and allied operations at any stage of work.
 - viii) All barrier arrangements for the safety of the public or employees during execution of work as may be prescribed by the Engineer-in-charge.
 - ix) Clearing the site after completion of the work of all debris, left out construction materials, machine, equipment, temporary houses, office, stores, workshop, labour colonies etc. including dressing the area in neat and clean shape.
 - x) All types of assistance to be provided to the employer for performing various types of tests required for quality control of the works. The expenditure towards such test shall be fully borne by the contractor.
 - xi) All types of taxes& duties (excluding GST), royalties, rents, octroi, cess etc. including Tax on works contract existing or to be imposed on works materials, equipment etc. from time to time by the Central Govt./State Govt./Local authorities will be fully borne by the contractor.
 - xii) GST will be extra, as applicable.
 - xiii) Taxes considered in the quotation must be clearly indicated in the bid document by the bidder.
 - xiv) If there is any change in Tax Structure by the Govt., same will be made applicable as from the date it will come into force. Existing structure as considered during submission of bid shall be overruled.
 - xv) Any expenditure incurred by BBJ towards fixing of signage etc. shall be recoverable from agency's bill.
 - xvi) INCOME TAX: Income Tax will be recovered at the prevailing rate of total billed value from each R.A. Bill or as per Income Tax act, applicable from time to time.
 - xvii) The contractor shall keep BBJ indemnified fully of all liabilities with regard to this work with Kendriya Vidyalaya Sangathan and legal/ statutory authorities. Any penalty or liquidated damages imposed by such authority on BBJ, shall be fully borne by the Contractor.
 - xviii) The contractor shall comply with the provisions PF Act, ESI & Labour laws and the rules made there under in respect of all employees employed in the work. The contractor submit an undertaking/certificate as per Annexure-I.
 - xix) All the records in connection with the above shall be properly maintained by the Contractor and produced for scrutiny by Owner / Authorities whenever called for.

- xx) Proper records of engagement of labourers are to be maintained and copy of the labour payment wages sheet are also to be submitted duly signed and certified by the agency and site engineer. The tenderer has to obtain CAR(Contractor's All Risk) Policy, Labour License and Workmen Compensation Insurance immediately on award of work and positively before start of work. In case of non-compliance the same shall be obtained directly by BBJ and the expenditure incurred shall be recovered from the 1st RA Bill.
- xxi) The royalty clearance certificates are to be produced along with each RA bills or otherwise the equivalent amount shall be kept hold in each RA bill.
- xxii) Labour Welfare:
 - (a) In the event of retrenchment of workers employed by the Contractor, the retrenchment compensation & other benefits will be paid by the Contractor as per Industrial Dispute Act. Where the workers have not completed 240 days, they will be paid as per the recommendations of the advisory committee.
 - (b) The employer shall not be liable for or in respect of any damage or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor.
 - (c) The contractor shall have to fulfil the stipulation of minimum wage Act 1948 rules made there-under by the Govt. of UP including all subsequent amendments and modifications.
 - (d) The contractor shall also have to fulfil the stipulation made in the rules of UP Contract labour (Regulation & Abolition) Rules, 1975 including all subsequent amendment therein.
 - (e) The Contractor should obtain the required license from the Asstt. Labour Commissioner, Govt. of UP as per provisions of the contract Labour (R&A) Act and should produce the same before receiving payments.
 - (f) The contractor should strictly abide by the provisions made under Extension of Employees provident fund and miscellaneous provisions Act, 1952 and the scheme framed there-under to their employees as per circular.

22.0 GOODS AND SERVICE TAX (GST)

- 22.1 Without prejudice to stipulation in the tender, the quoted price shall be inclusive of **Goods and Service Tax**. The GST as legally leviable & payable by the bidder under the provisions of applicable law/act. 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 the bid documents (techno commercial). Bid without GST number shall be cancelled.

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

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

22.2 New Levies / Taxes

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

23.0 DEVIATIONS IN QUANTITIES SUBSTITUTED/ EXTRA ITEMS:

In case any extra works/ deviation in quantities are to be carried out by the Contractor as per instructions of Engineer, the rates for the additional, altered or substituted or extra items shall be as per the following;

- a. From the rate of the existing similar items
- b. In case no similar items are available in the contract, from existing market cost followed by an overhead and profit of 10%.

BBJ's decision for the above will be final and binding on the Contractor in this regard.

24.0 ESCALATION/ PRICE VARIATION:

This is a fixed rate contract and no price variation/ adjustment on any account is admissible during the tenure of the contract including extended time, if any, granted by BBJ. PRICE SHALL REMAIN FIRM FOR THE ENTIRE SCOPE OF WORK.

25.0 ADVANCE

No advance on any account what so ever will be paid to the Contractor. However, in case the Principal Client stipulates to provide such advances like Mobilization, Secured Advance etc., similar advances can be released to the agency subject to condition that the interest on such advances payable to the agency shall bear interest @ 1% more than the prevailing market interest as per RBI subject to providing Bank Guarantee covering the value of such advances.

The recovery of the advance payment shall be effected in each Interim Payment starting from the Third Interim payment of the Contractor proportional to the value of the work executed under the Contract. However, total recovery of the advance shall be effected in such a manner that the total advance has been recovered when 80% of the work has been completed and billed.

26.0 IDLE CHARGES:

NO IDLE CHARGES for Labour, Plant, Establishment etc. is tenable under this contract for whatsoever the reasons be.

27.0 RUNNING ACCOUNT BILLS:

- (a) The contractor shall submit R.A. Bills for work done in a particular month will be submitted monthly along with Inspection Certificates and other relevant Documents as per BBJ/Principal Client's format.

- (b) All the bills as mentioned above are to be submitted at Site and the payments will be made from BBJ's Registered office at Kolkata.
- (c) Payment shall be made against each RA Bill within 15 (fifteen) days from the date of receipt of corresponding payment from the Principal Client and no claim for ultimately payment shall be entertained by BBJ nor this will effect the time schedule in any case.
- (d) Statutory Deductions towards taxes & duties shall be made as per rules.
- (e) Final Bill: The contractor shall submit final bill along with the copy of handing over certificate. Payment against final bill will be made to the contractor only after receipt of corresponding payment from Client.

28.0 PAYMENTS

- (a) The bill shall be submitted by contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in previous months. The contractor shall prepare computerized bills using the programme as approved by Engineer-in-Charge as per prescribed format/ pro-forma as required by Principal Client.
- (b) All running payment shall be regarded as payments by way of advance against the Final Payment only and not as payments for work actually done and completed and/or accepted by BBJ and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the power of the BBJ under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way, vary/ affect the contract. The final bill shall be submitted by the contractor within three months of the completion of work, otherwise BBJ's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on contractor.
- (c) Each Running Bills should be accompanied by photographs as per direction of Engineer-in-Charge taken from various points depicting status of work as on Report/ Bill date along with Monthly Progress Report for the concerned month in the Proforma to be given / approved by Engineer-in-charge. Intermittent progress photographs as and when required shall also be provided by the contractor at his own cost as per direction of Engineer-in-Charge.
- (d) It is clearly agreed and understood by the Contractor that notwithstanding anything to the contrary that may be stated in the agreement between BBJ and the contractor, the contractor shall become entitled to payment only after BBJ has received the corresponding payment(s) from the client / Owner for the work done by the contractor.

Payment:

Before release of final payment, the contractor has to submit the following:

- Certificate confirming labour payment for the period under consideration.
- EPF receipt.

Payment shall be released by BBJ after receipt of corresponding payment from PRINCIPAL CLIENT (KVS). All the payments will be subject to statutory deductions and

recoveries as per rules and regulations. Any delay in release of payment to the Contractor for any reasons whatsoever shall not entitle the contractor to any compensation/interest from BBJ, neither this will affect the completion schedule in any way.

Any amounts deducted by the client for reasons like nonperformance, workmanship issues, material quality issues or any other issues, then the same will be deducted from the RA or Final Bills of the contractor. These will only be released after the same is paid by the client.

29.0 MATERIALS

(a) Supply by Contractor

- (i) It is contemplated that all the construction material required for the work shall be arranged by contractor for incorporation in the work as per specification of C.P.W.D.
- (ii) All materials supplied by the contractor according to the contract conditions shall be subject to inspection and passing by the Engineer or his representative from time to time. The contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection, the Engineers will have the liberty subsequently to inspect the materials that does not conform to specification and no claim or compensation on the account will be entertained. The rejected materials shall be removed by the contractor from the site at his own cost.

(b) No construction materials will be supplied by the Employer in this contract.

30.0 INTERRUPTION TO WORKS:

30.1 In considering the rates for individual items the contractor should take into account the fact that due to the design or other stipulations or requirements at site, or the necessity to follow a particular sequence of overall construction operations, and the non-supply of particular drawings, or the connected work or other agencies or for other reasons interruptions are likely to be encountered in a work of this nature and magnitude. No claims for such interruptions shall be entertained on any account.

30.2 All rejected work shall be redone free of cost by the contractor including cost of all materials failing which it will be got done by the Employer and the expenditure thus incurred shall be recovered from the contractor.

31.0 ACTS AND REGULATIONS

31.1 In respect of all labour directly or indirectly employed on the works, the contractor shall comply with all legislations, acts, codes, rules and regulations of state and/or central govt. or C.P.W.D. or other local authorities framed from time to time governing the protection of health, sanitary arrangements, wages, insurance/compensation, welfare and safety for labour employed on building and construction works. The rates and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of registers, submission of returning etc. will be deemed to be part of the contract.

31.2 The contractor shall not employ any labour less than 18 years of age on the job.

31.3 The contractor shall be liable to make payment to all his employees and make compliance with labour laws. If the Employer is held liable as "Principal Employer" to pay contribution etc. under E.S.I. Act or any other legislation of Government or Employer's decision in respect of the Employees of the Contractor, then the contractor would reimburse the amount of such contribution so paid by the Employer. The contractor shall be responsible for compliance of Provident Fund Act of his establishment.

32.0 SAFETY REGULATIONS

32.1 In respect of works and all labours directly or indirectly employed in the work for the performance of contract, the contractor shall at his own expenses arrange for all the safety provisions as per safety codes of CPWD, Indian Standard Institution, The Indian Electricity Act, The Mines Act, Regulations, Rules and Orders made there under and such other acts as applicable from time to time. In default thereof, the employer may get this done departmentally or through other agencies and recover the cost from the contractor.

32.2 The contractor shall abide by all the security regulations promulgated from time to time by the employer.

33.0 EXPLOSIVES

If any explosive materials are to be used for execution of the works, contractor shall take prior permission, well in advance, from the concerned Govt. Deptt. The explosive shall be handled and used only by licensed blasters whose certificate should also be submitted for verification and approval by the employer. However, contractor shall observe all safety and precautionary measures to be adopted as per rules.

34.0 CONTRACT LABOUR

In respect of all labour directly or indirectly employed on the works by the contractor, the contractor shall comply with the provisions of the contract labour (Regulations and Abolition) Act, 1970 or any amendment thereof and all legislations and rules of the State and/or Central Government or CPWD or any other authority framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety of labour employed on building and construction works.

The rules and other statutory obligations with regards to fare wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the contract.

35.0 ASSIGNMENT OF THE AGREEMENT

The contractor shall not assign or transfer or part with any of the rights, duties or obligations, benefits or interest therein wholly or in part, under this agreement without the previous consent in writing of the employer.

36.0 SUBLETTING

The contractor shall not sublet the whole or any part of the works without the written consent of the Employer. Any breach of this condition shall entitle the employer to rescind the contract and also render the contractor liable for payment to the employer in respect of any loss or damage arising or ensuing from such cancellation.

37.0 NOTICE

Any notice to be given hereunder may be sent by Registered post at the last known registered or Head Office address of the addressee and shall be deemed to have been effected at the time at which the letter would be delivered in the ordinary course of post.

38.0 LIQUIDATED DAMAGES

The employer shall recover compensation (as and by way of liquidated damages and not penalty) from the contractor for delays in completion of any stage of the works@ 0.5% (zero-point five percent) of the entire cost for every completed week subject to a maximum of 5% (five percent) of the total cost. However, this will be guided by the decision of BBJ/KVS regarding amount of compensation and period of unjustified delay, which will be binding on the agency.

39.0 TERMINATION OF THE AGREEMENT

The employer shall have the right to terminate the agreement if it is decided to abandon, postpone or curtail the work at any stage after giving one-month notice in writing to the contractor as is applicable between BBJ & KVS. Such termination shall not prejudice or affect in any way the rights and benefits accrued or liabilities and duties imposed under this agreement. The damage compensation and payment on account of such terminations directed by the Employer shall be binding.

40.0 FORCE MAJEURE

The time stipulated for dispatch, delivery, erection on construction as the case maybe dates from the day the contractor received then Employer's letter of Intent or from any other during date specially stipulated in the contract Agreement. If at anytime during the continuance of this contract the performance in whole or in part by either party or any obligation under this contract, shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quornting, restriction or other acts of God, strike and lockout (hereinafter referred to as eventualities) then provided notice of the happening of any such eventuality is given by either party to the other within 15days from the date of occurrence thereof, neither party have any claim for damage against the other in respect of such non-performance or delay in performance, and deliveries/construction work under this contract shall be resumed as soon as practicable after such eventuality has come to an end of account to exist and the decision of the Employer/client as to whether the deliveries/construction works have been so resumed shall be final and conclusive.

41.0 SETTING OUT OF THE WORKS

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works the contractor on being required to do so by the Engineer or Engineer's representative shall at his own expenses rectify such error to the satisfaction of the Engineer or Engineer's representative unless such error is based on incorrect data supplied in writing by the Engineer or the Engineer's representative in which case the expense of rectifying

- the same shall be borne by the Employer. The checking of any setting out or of any line or level by the Engineer or the Engineer's representative shall not in any way relieve the contractor of his responsibility for the correctness thereof for bench marks, site rails, pegs and other things used in setting out the works.
- 42.0 All incidental local problems as and when arises, if any, are to be tackled and resolved by the Contractor so that work progresses smoothly till the completion of the work.
- 43.0 Contractor shall obtain all the statutory permission if required for executing the work from local or statutory body and the expenditure in this regard shall be borne by them.
- 44.0 No claim on any account whatsoever shall be entertained.
- 45.0 In case of conflict in meaning between any provision of Special Condition of Contract and General Condition of Contract, the provision of Special Condition shall over ride General Conditions.
- 46.0 A qualified Engineer/ Diploma holder should be posted at site to take charge of all site activity and for billing who shall be authorized & without whose certification the bills will not be entertained by BBJ. In case of non-appointment, a recovery shall be made @ Rs.25,000/- per month. However, this does not absolve the agency from its responsibility of adhering to standard quality norms and specifications of works.
- 47.0 During the course of execution, if any change is instructed for any work by KVS, New Delhi or his representative as Principal Client shall be binding on the contractor.
- 48.0 Test of Materials:
Tests of input material i.e. Sand, Cement, Concrete, Steel, Brick, Water, etc. as per guidelines of CPWD/KVS/BBJ, to be carried out by the contractor at his own cost from Govt. Institutions/PWD and to be kept as record. Various field tests should be invariably performed and work should commence only after confirming the required quality as per specification. A field quality control laboratory is to be established at site with requisite facilities for conducting test. The frequency of sampling and testing of all materials of construction shall be accordance with the relevant IS/CPWD norms. The design Mix of Concrete to be used shall have to be carried out from a Govt. Institution or PWD. The cost of all such testing shall be borne by the contractor.
- 49.0 All the works shall be carried as per latest CPWD specifications, with up to date corrections, if any and direction of Engineer in-charge.
- 50.0 For any delay in the execution work, if any penalty is imposed by KVS, New Delhi, the same shall be recovered from the Contractor's Bills.
- 51.0 On acceptance of tender, the contractor at his own cost will provide one suitable furnished office, with facility of water supply, power, sanitation, telephone/mobile, computer with printer, stationeries, fooding, lodging & transport to staffs & officers posted at site, etc. which will be maintained till the defect liability period for the work.

52.0 Expenditure:

- (a) Contractor has to provide one vehicle with fuel and all other related expenses at his own cost for site purpose, failing which recovery will be made as per actual.
- (b) The contractor shall also make sufficient arrangement for Photography/ Videography preferably by maintaining a Camera/Video Camera at site so that Photographs/ Video can be taken of any specific activity at any point of time.

The aforesaid facilities are to be maintained intact/ operational, during the tenancy of the contract including the defects liability period. The above facilities/ arrangement may be shared among contractors mutually along with cost as per direction of the Engineer in-Charge if the situation so arises which will be binding on the contractor.

53.0 Contractor shall arrange Concrete Cube Testing Machine at his own cost from a Nationalized/ Recognized Testing laboratory at his own cost as per direction of Engineer in-Charge.

54.0 CAR POLICY.

Contractor is required to take Contractor's All Risk (CAR) Policy from a Nationalized or approved Insurance company in the joint name with BBJ & KVS as beneficiary and bear all costs towards the same for the full period of execution of works including the defect liability period for the full amount of contract against all loss or damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner that the BBJ and the contractor are covered during the period of construction of works and / or also covered during the period of defect liability for loss or damage :

- (a) The work and the temporary works to the full value of such works.
- (b) The materials, constructional plant & equipment, centering, shuttering and scaffolding materials and all other materials brought to the site for their full value.

The Contractor shall submit the Policy to BBJ, receipts for payment of the current premiums/renewal etc.

55.0 INSURANCE UNDER WORKMEN COMPENSATION ACT

Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by BBJ the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

56.0 Registration with all statutory taxation Dept. (State and Central) such as Goods & Service Tax, UP Sales Tax, Central Sales Tax etc. is to be obtained by the Agency and proof of the same is to be provided to BBJ before start of work.

57.0 Electricity: Any dispute arising due to the use of electricity by the contractor during the work period either between BBJ/Contractor or KVS/Contractor or Elect. Deptt. /Contractor has to be result by the contractor and the contractor shall obtain a NOC from the Concerned Electricity Deptt. In the event the contractor fails to result the dispute and obtain the NOC BBJ will make the relevant payments against the said disputes or make good losses in any form and at the cost of the contractor.

58.0 TERMINATION OF CONTRACT

In case the successful bidder fails to comply any of its respective Contractual obligation within stipulated time frame, for reasons solely attributable to the breaching party, the non-breaching party reserves the right to terminate the contract by giving 10 days' notice, provided the failure is not cured within such 10 days' notice period, without any valid reason provided by the breaching party within 7 days of end of stipulated time frame. In the event of either party terminating the Agreement, BBJ will make payments of all dues to the successful bidder for all services rendered as of and up to the date of termination, as per contracted terms.

59.0 JURISDICTION OF COURT

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

60.0 GENERAL

In case certain clauses of SCC and GCC are found identical, the clause of SCC will prevail. However, if during the course of execution of job some development occurs and areas not covered elsewhere, the RELEVANT CLAUSES OF G.C.C will be applicable.

61.0 ADDITIONAL CONDITIONS

61.1 All Material, tools tackle, manpower, supervision transportation etc. complete is responsibility of the contractor; BBJ shall not provide any of the above whatsoever.

61.2 All Security and Safety rules, Labour laws, Medical rules, as well as all applicable statutory rules shall be followed by the contractor as a part of the total job at their own cost. Contractors shall make themselves aware of the details of the same as well as site condition before quoting.

61.3 Local statutory authorities approvals such as commencement certificate/ IOD/ CC and all other formalities shall be obtained by the owner/Client however in case any delay in processing/ obtaining the same, no claim whatsoever shall be entertained in this account.

61.4 The contractor shall comply with all bye-laws and regulations of local and other Statutory Authorities having jurisdiction over the work and shall be responsible for all penalties and receiving all necessary notice. Necessary drawing etc. shall be given to the Contractor for seeking various NOC/ completion certificate from department/local bodies. Fees paid to them for these NOC/ Completion certificate shall be reimbursed by owner upon production of valid receipts. However, liaison work for obtaining the statutory approval is contractors responsibility at no extra cost to BBJ.

61.5 Notifying and obtaining permission for excavation, paying applicable royalty towards the same and dumping excess earth/debris outside the site in approved ground by local authority or any approved private land (NOC from the owner of dump yard shall be obtained by the contractor) is in the scope of the contractor at no extra cost to BBJ.

61.6 Quantities given are approximate and payment shall be made for exact quantity executed at site as certified by BBJ Engineer-in-Charge. BBJ reserves the right to omit/delete any item or reduce any of the item quantity/scope as deemed fit.

- 61.7 Contractor shall mobilize requisite manpower and material and other resources immediately after the handing over of site and submit a bar chart for approval of BBJ.
- 61.8 Quality has to be given top priority and unsatisfactory work shall be rejected and contractor shall redo the same at his own cost and responsibility without any time extension.
- 61.9 The contractor shall provide all equipment required for the job including surveying equipment at site with engineers with adequate experience in similar works, who shall coordinate at site work and related departments for smooth organization of day to day work.
- 61.10 All drawings issued are property of BBJ and the same shall be returned to BBJ after completion of the job.
- 61.11 Quality Control/Safety/Housekeeping shall be strictly maintained at site by deploying experienced supervisor(s). For poor housekeeping penalty may be levied by BBJ as deemed fit or get the housekeeping done by alternate agency cost towards which shall be deducted with penalty from the contractors running bills.
- 61.12 Material testing shall be carried out as directed by Engineer-in-charge as and when required without any extra cost to BBJ.
- 61.13 Material for construction shall be stored in a designated place and temporary shed, if required shall be constructed by contractor at his own cost. However, security of the contractor's material, removal of shed after completion of job or as directed by BBJ, housekeeping etc. shall be responsibility of the contractor without any extra cost to BBJ.
- 61.14 Proper barricading, Direction Boards, Sign Boards, Temporary access etc. shall be made by contractor at his own cost. Clearing of grass/vegetation, debris etc. from site shall be carried out as a part of the total job with no extra cost to BBJ.
- 61.15 Minor/related works such as bench marks, pillars for surveying/fixing grids etc. shall be a part of the job without any extra cost to BBJ. Dewatering in case of water logging shall be at the cost of contractor.
- 61.16 Agency should have registration with State VAT and agency has to ensure all that materials purchased which is transferable to Kendriya Vidyalaya Sangathan site at Shrawasti should be bought by paying VAT (UP State). Any liability arising out of this clause for not complying with the VAT requirements shall be to the account of the contractor.
- 61.17 Agreement between KVS and BBJ shall form part of this tender and shall in turn be applicable to the agency also. The same may be seen from this office. General Conditions of Contract of BBJ& its amendment shall also applicable. It will be presumed that tenderer has read these documents/drgs. before submitting his tender.

- 61.18 In the event of any dispute and/or difference whatsoever arising under this agreement or in connection therewith, including any question relating to meaning and interpretation of this agreement or any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultation between the parties of this agreement. In the event of such disputes/or difference not being settled in aforesaid manner, the dispute shall be referred to the Court of Law at Calcutta High Court having jurisdiction over the matter and not through "Arbitration".
- 62.0 MILESTONE:
Contractor shall prepare and submit a time and progress chart within 30 (thirty) days from the date of issue of LOI showing broadly the major activities along with the target dates for completion and the resource planning for executing the work. The above work programme indicating the items and other related items for completion of the works shall be prepared which is to be updated regular interval and modified accordingly.
- 63.0 SETTING OUT OF THE WORKS:
The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works the contractor on being required to do so by the Engineer or Engineer's representative shall at his own expenses rectify such error to the satisfaction of the Engineer or Engineer's representative unless such error is based on incorrect data supplied in writing by the Engineer or the Engineer's representative in which case the expense of rectifying the same shall be borne by the Employer. The checking of any setting out or of any line or level by the Engineer or the Engineer's representative shall not in any way relieve the contractor of his responsibility for the correctness thereof for bench marks, site rails, pegs and other things used in setting out the works.
- 64.0 Unless otherwise specified in SCC, statutory variation in GST and Income Tax or withdrawal thereof or imposition of new taxes and duties during the agreed Contract completion schedule shall be to the account of the Employer subject to acceptance of the same by the client. All such statutory variation, new taxes, duties and levies, shall be payable against documentary evidences as required by the Employer. Statutory variation on input material / bought outs under the scope of contractor shall be borne by the contractor and any claim on this account shall not be entertained by the Employer.
- 65.0 Payment shall be released by EMPLOYER after receipt of corresponding payment from CLIENT. All the payments will be subject to statutory deductions and recoveries as per rules and regulations. Any delay in release of payment to the Contractor for any reasons whatsoever shall not entitle the contractor to any compensation/interest from EMPLOYER, neither this will affect the completion schedule in any way.

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 “EMPLOYER”, 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 “CONTRACTOR” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the EMPLOYER proposes to procure/contract for eNIT/DGM(P-V)/CIVIL/KVS/SHRAWASTI/01/35-2018 Dt. 18.09.2018 and the CONTRACTOR is willing to offer/has offered the same and

WHEREAS the CONTRACTOR is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the EMPLOYER 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 EMPLOYER 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 CONTRACTORS 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 EMPLOYER 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 EMPLOYER

- 1.1 The EMPLOYER undertakes that no official of the EMPLOYER, 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 CONTRACTOR, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The EMPLOYER will, during the pre-contract stage, treat all CONTRACTOR alike, and will provide to all CONTRACTOR the same information and will not provide any such information to any particular CONTRACTOR, which could afford an advantage to that particular CONTRACTOR in comparison to other CONTRACTOR.
- 1.3 All the officials of the EMPLOYER 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 CONTRACTOR to the EMPLOYER with full and verifiable facts and the same is prima facie found to be correct by the EMPLOYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EMPLOYER 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 EMPLOYER the proceedings under the contract would not be stalled.

Commitments of the CONTRACTORS

3. The CONTRACTOR 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 CONTRACTOR 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 EMPLOYER, 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 CONTRACTOR 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 EMPLOYER 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* CONTRACTOR's shall disclose the name and address of agents and representatives and Indian CONTRACTOR's shall disclose their foreign principals or associates.
 - 3.4* CONTRACTORS 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 CONTRACTOR further confirms and declares to the EMPLOYER that the CONTRACTOR 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 EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the CONTRACTOR, 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 CONTRACTOR, 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 EMPLOYER 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 CONTRACTOR 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 CONTRACTOR will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The CONTRACTOR shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EMPLOYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The CONTRACTOR also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The CONTRACTOR commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The CONTRACTOR shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the CONTRACTOR or any employee of the CONTRACTOR or any persons acting on behalf of the CONTRACTOR, either directly or indirectly, is a relative of any of the officers of the EMPLOYER, or alternatively, if any relative of an officer of the EMPLOYER has financial interest/stake in the CONTRACTOR's firm, the same shall be disclosed by the CONTRACTOR at the time of filing of tender.

The terms 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The CONTRACTOR 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 EMPLOYER.

4. **Previous Transgression**

- 4.1 The CONTRACTOR 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 CONTRACTOR's exclusion from the tender process.

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

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

5.1 While submitting commercial bid, the CONTRACTOR shall deposit an amount Rs.20,00,000/- (Rupees twenty lakh only) (to be specified in RFP) as Earnest Money/Security Deposit, with the EMPLOYER through any of the following instruments:

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

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 CONTRACTOR and the EMPLOYER including warranty period, whichever is earlier.

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

5.4 No interest shall be payable by the EMPLOYER to the CONTRACTOR 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 CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the CONTRACTOR) shall entitle the EMPLOYER 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 CONTRACTOR. However, the proceedings with other CONTRACTOR(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 EMPLOYER and the EMPLOYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the CONTRACTOR.
 - (iv) To recover all sums already paid by the EMPLOYER, and in case of an Indian CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the CONTRACTOR from the EMPLOYER 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 CONTRACTOR, in order to recover the payments, already made by the EMPLOYER, along with interest.
 - (vi) To cancel all or any other Contracts with the CONTRACTOR. The CONTRACTOR shall be liable to pay compensation for any loss or damage to the EMPLOYER resulting from such cancellation/rescission and the EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the CONTRACTOR.
 - (vii) To debar the CONTRACTOR 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 EMPLOYER.
 - (viii) To recover all sums paid in violation of this Pact by CONTRACTOR(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 EMPLOYER with CONTRACTOR, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The EMPLOYER 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 CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the CONTRACTOR) 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 EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the CONTRACTOR shall be final and conclusive on the CONTRACTOR. However, the CONTRACTOR can approach the Independent Monitor(s) appointed for the purposes of this Pact.
7. **Fall Clause**
- 7.1 The CONTRACTOR undertakes that it has not supplied/is not supplying similar product/systems or subsystems 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 CONTRACTOR 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 CONTRACTOR to the EMPLOYER, if the contract has already been concluded.

8. **Independent Monitors**

- 8.1 The EMPLOYER 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 EMPLOYER.
- 8.6 The CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EMPLOYER including that provided by the CONTRACTOR. The CONTRACTOR 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 CONTRACTOR/Subcontractor(s) with confidentiality.
- 8.7 The EMPLOYER will provide to the Monitor sufficient information about all meetings among 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 EMPLOYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EMPLOYER/CONTRACTOR 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 EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Account of the CONTRACTOR and the CONTRACTOR 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 EMPLOYER.

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 upto 5 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the CONTRACTOR, including warranty period, whichever is later. In case CONTRACTOR 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 _____

EMPLOYER
Name of the Officer

CONTRACTOR
CHIEF EXECUTIVE OFFICER

Designation

PSU

Witness

1. _____
2. _____

Witness

1.
2.

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

GENERAL CONDITION OF THE CONTRACT

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

GENERAL CONDITION OF THE CONTRACT

xi)	“ FORCE MAJEURE ” shall mean war, invasion, revolution, riots, sabotage, lockouts, strikes, work shutdowns imposed by Government Acts or Legislature or other authorities, act of God, epidemics, fires, earth-quakes, floods, explosions or any other acts or events whatsoever which are beyond the control of the Sub-Contractor and which shall directly or indirectly prevent the execution of work within the time specified in the agreement.
xii)	“ SCHEDULE(S) ” referred to in these conditions shall mean the relevant schedule(s) of work and quantity annexed to the tender papers by BBJ or the standard schedule of rates prescribed by BBJ and the amendments thereto issued from time to time.
xiii)	The “ SITE ” shall mean the lands and/or other places on/under/in or through which the work is to be executed under the contract including any other lands or places provided by BBJ for the purpose of execution of the contract.
xiv)	“ TEMPORARY WORKS ” shall mean all the temporary works of every kind required for the execution, completion or maintenance of the work.
xv)	“ URGENT WORKS ” shall mean any urgent measures which in the opinion of the Engineer-In-Charge, becomes necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
xvi)	A “ WEEK ” shall mean seven days without regard to the number of hours worked in any day in that week.
xvii)	“ APPROVED ” and “ DIRECTED ” means the approval or direction of the Managing Director, BBJ or the person authorized by him for the particular purpose.
xviii)	The “ DATE OF COMPLETION ” is the date or dates for completion of the work or any part of the works set out in or ascertained in accordance with the individual work order and the tender documents or any subsequent agreed agreement thereto.
xix)	“ SPECIFICATION ” shall mean the specifications for materials of work in the special condition or in drawings. “Drawings” shall mean the maps, drawings, plans and tracings or prints thereof annexed to the contract and shall include any modification of such drawings and further drawings as may be issued by the Engineer-In-Charge from time to time.
xx)	“ CONSTRUCTIONAL PLANT ” shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinbefore defined) but do not include materials or other things intended to form or forming part of the permanent work.
xxi)	“ PERIOD OF MAINTENANCE ” shall mean the specified period of 12 (Twelve) months maintenance from the date of completion of the Works certified by the Engineer-In-Charge.

GENERAL CONDITION OF THE CONTRACT

xxii)	Words importing the singular number shall also include the plural and vice-versa where the context requires.
xxiii)	The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
xxiv)	"COST" - The word cost shall be deemed to include all costs related to establishment,labour, material, transport, all taxes duties octroi and levies etc.
2.0	<u>EXPERIENCE CRITERIA:</u> The tenderer must have adequate past experience of work of similar nature, the documentary evidence of which need to be furnished along with the bid documents.
3.0	<u>SUBMISSION OF BID:</u> The Tender should be submitted in a two bid system with the following manner :
i)	<u>TECHNO-COMMERCIAL BID:</u> The techno-commercial bid should be submitted in a sealed envelope duly signed and sealed super-scribing " TECHNO-COMMERCIAL BID " and also name of the job, tender reference and name of the bidder and the following documents to be enclosed:- <ul style="list-style-type: none"> • RELEVANT DOCUMENTS CERTIFYING "EXPERIENCE CRITERIA". • INCOME TAX CLEARANCE CERTIFICATE. • SALES TAX CLEARANCE CERTIFICATE. • SOLVENCY CERTIFICATE FROM BANKER TO BE ENCLOSED. • DETAILS OF SIMILAR WORK DONE DURING LAST 3 YEARS INDICATING NAME OF CLIENT, DESCRIPTION OF WORK, VALUE OF WORK AND YEAR OF COMPLETION. • EARNEST MONEY DEPOSIT. • A DETAIL MONTH WISE SCHEDULE OF DEPLOYMENT OF PLANTS, MACHINERIES AND DIFFERENT CATEGORIES OF MANPOWER. A DECLARATION THAT IN CASE THE JOB IS AWARDED, THE SUB-CONTRACTOR WILL EXECUTE THE JOB IN STRICT COMPLIANCE OF THE PROVISIONS OF THIS TENDER AND WITHOUT ANY DEVIATION.

GENERAL CONDITION OF THE CONTRACT

ii)	PRICE BID: The tender document issued to the Tenderer should be submitted duly signed and sealed on all the pages by the Sub-Contractor completed in all respects including properly filled up "BILL OF QUANTITY" . All rates quoted should be in figures as well as words neatly written in proper space. All documents along with "BILL OF QUANTITY" should be enclosed in one envelope super-scribing "PRICE BID" and also the name of the job, tender reference and name of the bidder, duly sealed with sealing wax.
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 tenderers without assigning any reason whatsoever.
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-the date of issue of LOI/Date of issue of 1 st Set of detail drawings/ date of issue of 1 st lot of steel whichever is later. If the Sub-Contractor commits default in commencing execution of the work as aforesaid, BBJ shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely.
ii)	No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or delay in according sanction to estimates or drawings etc. or issuing drawings.
c)	<u>COMPLIANCE TO ENGINEER-IN-CHARGE'S INSTRUCTIONS:</u> The Engineer-In-Charge shall direct the order in which the several parts of the works shall executed and the Sub-Contractor shall execute without delay all orders given by the Engineer-In-Charge from time to time but the Sub-Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
d)	<u>ALTERATIONS TO BE AUTHORISED:</u> No alterations or addition to or omission or abandonment of any part of the works shall be deemed authorised except under instructions from the Engineer and the Sub-Contractor shall be responsible to obtain in writing such instruction in each and every case.

GENERAL CONDITION OF THE CONTRACT

e)	EXTRA WORKS: 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)	VARIATION IN QUANTITIES:
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. If there be sufficient cause, the 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 B.O.Q. among 2 (two) or more agencies depending on the situation. The Agency cannot object or be entitled to any claim in the event of reduction in the actual quantity.
iii)	In the event of any reduction in the quantity OR OMISSION OF ANY ITEM IN THE B.O.Q. to be executed for any reasons whatsoever, the Sub-Contractor shall not be entitled to any compensation but shall be paid only for the actual amount of work done.
iv)	The rate quoted by the bidder will stand unchanged in case of variation (+ or -) of quantities up to any extent.
v)	The quantities of each item of work furnished in the schedule are approximate and are intended for the guidance of tenderers / Sub-Contractors. In actual execution of work there may be some increase in the quantities specified, such variation shall in no degree effect the validity of the contract and it shall be performed by the Sub-Contractor as provided therein and be subject to the same conditions, stipulations and obligations originally and expressly included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates.
g)	SEPARATE CONTRACTS IN CONNECTION WITH WORKS: 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 so inspect or so report shall constitute an acceptance of the Sub-Contractor's work.

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	However, for defect/defects, which may develop in the other Sub-Contractor's work after the execution of his work, he will be not responsible.
h)	<u>INSTRUCTIONS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE:</u> Any instructions or approval given by the Engineer-In-Charge's representative to the Sub-Contractor in connection with the work shall bind the Sub-Contractor as though it had been given by the Engineer-In-Charge provided as follows:-
i)	Failure of the Engineer-In-Charge's representative to disapprove any work or materials shall not prejudice the power of the Engineer-In-Charge, thereafter, to disapprove such work of materials and to order the removal or breaking up thereof.
ii)	If the Sub-Contractor shall be dissatisfied by reasons of any decision of the Engineer-In-Charge's representative, he shall be entitled to refer the matter to the Engineer-In-Charge, he shall thereupon confirm or alter/modify such decisions.
i)	<u>ADHERENCE TO SPECIFICATION AND DRAWINGS:</u> The whole of the works shall be executed in conformity with the specifications and drawings. If the Sub-Contractor performs any work in a manner contrary to the specifications or drawings or both without obtaining the approval of the Engineer-In-Charge he shall bear all the consequences and costs arising or ensuing there from and shall be responsible for all loss to 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 on 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 Authorized Representative/Engineer-In-Charge and the Engineer-In-Charge's Representative shall have free access to the said sheds, storehouse and yards at any time for the purpose of inspecting the stock of materials and plant so kept in hand and any materials or plant which the

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	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.
m)	<u>PROVISION OF EFFICIENT AND COMPETENT STAFF:</u> The Sub-Contractor shall place and keep on the works at all times efficient and competent staff to give necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labours, in or about the execution of any of the works as are careful and skilled in their various trades and callings. The Sub-Contractor shall at once remove from the works any agent, permitted sub-Sub-Contractor, supervisor, workmen or labourer who shall be objected to by the Engineer-In-Charge and if and whenever required by the Engineer-In-Charge he shall submit correct return showing the names of all staff and workmen as necessary for the proper completion of the works within the time prescribed. The Sub-Contractor shall forthwith on receiving intimation to this effect take on the additional number of staff and labour specified by the Engineer-In-Charge within seven days of being so required and failure on the part of the Sub-Contractor to comply with such instruction will entitle the BBJ to rescind the Sub-Contractor under these conditions.
n)	<u>WORKMANSHIP AND TESTING:</u> The whole of the work and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman – like manner with materials of the best and most approved quality of their respective kinds agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings as may be found requisite to be given during the carrying out of the works to the entire satisfaction of the Engineer-In-Charge according to the instruction and direction which the Sub-Contractor may from time to time receive from the Engineer-In-Charge. The material may be subjected to test by means of such machines, instruments and appliances as the Engineer-In-Charge may direct and wholly at the expense of the Sub-Contractor.
o)	<u>REMOVAL OF IMPROPER WORK AND MATERIALS:</u> The Engineer-In-Charge or the Engineer-In-Charge’s Representative shall be entitled to order from time to time.
i)	The removal from the site within the time specified or any materials which in his opinion are not in accordance with the specifications or drawing.

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ii)	the use of proper and suitable substitute materials in place of specified material if the same is not easily available or the substitute material is better and
iii)	the removal and proper re-execution (not withstanding any previous tests thereof or "on account" payments thereof) of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications
iv)	in case of default on the part of the Sub-Contractor in carrying out such order BBJ shall be entitled to rescind the contract under these conditions.
p)	<p><u>FACILITIES FOR INSPECTION:</u> The Sub-Contractor shall afford the Engineer-In-Charge and the Engineer-In-Charge's representative and any other authorised representative of owners every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labours, materials, planks, ladders, pumps, appliances and things of every kind for the purpose and the Engineer and the representative shall at all times have free access to every part of the works and to all places at which materials for the work are stored or being prepared.</p>
q)	<p><u>EXAMINATION OF WORKS: (BEFORE COVERING UP)</u> The Sub-Contractor shall give seven days' notice to the Engineer-In-Charge or the Engineer-In-Charge's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls 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>
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 an the client of Government land without the written approval of the Competent Authority.</p>

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s)	<p><u>RATES FOR ITEM OF WORKS:</u> The rates entered in the accepted schedule of rates of the contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of contract and the specification and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered by the Engineer-In-Charge and as required without prejudice to the centrality thereof and shall be deemed to include and cover superintendence and labour supply, including full freight of materials of stores, patterns, profiles, moulds, fitting, centering, 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 of 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</p>

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

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	<p>and shall make good from time to time and at all times as often as the Engineer-In-Charge shall require, any damage or defect that may, during the above period, arise in or be discovered or be in any way connected with the works, and the Sub-Contractor shall be liable for and shall pay and make good to the BBJ or other persons legally entitled thereto whenever required by the Engineer-In-Charge so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or in consequence of the operations of the Sub-Contractor of his failure in any respect.</p>
<p>z)</p>	<p>CERTIFICATE OF COMPLETION OF WORK: As soon as in the opinion of the Engineer-In-Charge the works shall have been substantially completed and shall have satisfactorily passed any final test or tests that may be prescribed the Engineer-In-Charge shall issue a certificate of completion in respect of the works and the period of maintenance of the works shall commence from the date of such certificate.</p>
<p>xvii)</p>	<p>SUB-CONTRACTOR NOT ABSOLVED BY COMPLETION CERTIFICATE: The certificate of completion with respect of the works referred to in Sub-Clause (i) of this clause shall not absolve the Sub-Contractor from his liability to make good any defects, imperfections, shrinkage or faults which may appear during the period of maintenance arising in the opinion of the Engineer-In-Charge from materials or workmanship not in accordance with the drawings or specifications or construction defects. All such defects need to be amended and made good by the Sub-Contractor at his own cost and in case of default on the part of the Sub-Contractor, the Engineer-In-Charge may employ labour and materials or appoint another Sub-Contractor to amend and make good such defects, imperfections, shrinkage and faults and all expenses consequent thereon and incidental thereto shall be borne by the Sub-Contractor and shall be recoverable from any money due to him under the contract.</p>
<p>6.0</p>	<p><u>"ON ACCOUNT" PAYMENT:</u> The Sub-Contractor shall be entitled to be paid from time to time by way of "On Account" payments only for such works, as in the opinion of the Engineer-In-Charge, he has executed in terms of the contract. All payments by the Engineer-In-Charge or the Engineer-In-Charge's representative's certificates of measurements shall be subjected to any deductions which may be made under these presents provided always that the Engineer-In-Charge may by any certificate made any correction or modification in any previous certificate which shall never have been issued by him and that the Engineer-In-Charge may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.</p>

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7.0	<p><u>ROUNDINGS OFF AMOUNTS:</u> In the case of schedule of rates given in decimal coinage, individual items will not be rounded off, but the total amounts only, on each certificate, shall be rounded off to nearest rupee i.e. sum of less than 50 paise shall be omitted out and sums of 50 paise and more shall be reckoned as one rupee.</p>
8.0	<p><u>ON-ACCOUNT PAYMENTS NOT PREJUDICIAL TO FINAL SETTLEMENT:</u> "On Account" payments made to the Sub-Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the measurement book as final measurements and as such have been signed by the Sub-Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity or work having been executed nor of the manner of its execution being satisfactory.</p>
9.0	<p><u>MANNER OF PAYMENT:</u> Unless otherwise specified, payment to the Sub-Contractor will be made by cheque .</p>
10.0	<p><u>PAYMENT TO BE MADE BY BBJ:</u> The Sub-Contractor shall on submitting a monthly bill be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-In-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Sub-Contractor. All such intermediate payments shall be regard as payments by way of advance against the final payments only and not as payments as work actually done and completed and shall not preclude the Engineer-In-Charge from requiring bad, unsound, imperfect or unskillful work to be dismantled and removed from the site and reconstructed or re-erected as per specifications. No payment shall be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim, nor shall it conclude determine or affect in any way the powers of the Engineer-In-Charge as to the final settlement and adjustment of the contract. The final bill shall be submitted by the Sub-Contractor within one month of the date of the completion of work. The certificate of the Engineer-In-Charge of the measurement value of the total amount payable for the work shall be final and binding on all parties.</p>
11.0	<p><u>FINAL PAYMENT:</u> On the Engineer-In-Charge's certificate of completion in respect of the works, an adjustment shall be made and the balance of account based on the Engineer-In-Charge or the Engineer-In-Charge's representative's certified measurements of the quantity of work executed by the Sub-Contractor up to the date of completion and on the accepted schedule of rates shall be paid to the Sub-Contractor subject always to any deduction which may be made under agreement and subject to the</p>

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	<p>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 having after the receipt of such account given a certificate, in writing that such claims are correct, that the whole of the works to be done under the provisions of the contract have been completed, that they have been inspected by him since their completion and bound to be in good and substantial order, that all properties and the things removed, the work, have been properly replaced and made good all expenses and demands incurred by or made upon or in the respect of damage or loss by, from or in consequence of the woks, have been satisfied agreeably and in conformity with the contract.</p>
12.0	<p><u>TAXES, DUTIES AND OCTROI ETC.</u> The Sub-Contractor agreed to and hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi etc., now or hereafter imposed, increased, or modified, and all the sales tax, from time to time in respect of works and materials and all contributions and taxes for employment compensation, insurance and also age pension or annuities now or thereafter imposed on Central or State Government authorities which are imposed with respect to or covered by the wages/salaries or other compensations paid to the persons employed by the Sub-Contractor and the Sub-Contractor shall be responsible for the</p>
12.0	<p>compliance with all obligations and restrictions imposed by the labour law or any other law effecting employer-employee relationship and the Sub-Contractor further agreed to comply, and to secure the compliance of all Sub-Sub-Contractor with all applicable Central, State, Municipal or local laws and regulations and requirements of any Central, State or Local Government agency or authority. Sub-Contractor further agreed to defend, indemnify and hold owner harmless from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any violation or requirements and also from all claim suit of proceeding that may be brought against the owner arising under, growing out of or by reason of the work provided for by this Contract, by third parties, or Central or State Government authority or any other Sub-division thereof.</p>
13.0	<p><u>DEDUCTION OF INCOME TAX, SALES TAX AND ANY OTHER TAXES AND DUTIES OCTROI ETC.:</u> All Statutory Taxes and Duties will be deducted at source from Sub-Contractor's on- account bills. Further the Sub-Contractor will be liable to pay themselves any taxes and duties to the respective authorities if payable by the Sub-Contractor over and above the amount deducted at source. Necessary papers indicating the deduction made at source will be given to the Sub-Contractor on request.</p>
14.0	<p><u>COMPLIANCE OF LABOUR LAWS:</u> The Sub-Contractor shall comply with the following Labour Laws during the execution of the contract:</p>

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a)	MINIMUM WAGES ACT, 1948 Sub-Contractors are required to pay minimum wages as per Central Government Notification/State Government Notification whichever is higher at the time of payment of wages. Representative of Principal Employer and recording his signature on the wages register is required.
b)	PAYMENT OF WAGES ACT, 1976
c)	E.S.I. Act, 1948
d)	Compliance of BOCW Act in case 50 or more workers are engaged by the Sub-contractor.
c)	CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970 Sub-Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Sub-Contractor Labour (Regulation and Abolition) Act, 1971 as modified from time to time wherever applicable and shall also indemnify BBJ from and against only claim under the aforesaid Act and Rule.
e)	WORKMEN'S COMPENSATION ACT, 1923
f)	INDUSTRIAL DISPUTE ACT, 1947 AND AS AMENDED FROM TIME TO TIME.
g)	EMPLOYEES PROVIDENT FUND ACT, 1971
15.0	<u>COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR</u> The Sub-Contractor shall conform to all laws, by laws, rules and regulations, for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through the petty Sub-Contractors or sub-Sub-Contractors on the works.
a)	<u>PERTAINING TO LICENCE</u> A copy of Labour License to be displayed by the Sub-Contractor at the Site.
b)	<u>PERTAINING TO NOTICE</u> Notice pertaining to the following are required to be displayed at the work site in English/Hindi or local language viz. (a) Rates of wages (b) Hours of work (c) Wage period (d) Date of payment (e) Name and Address of the Inspector (f) Date of payment of wages and date of unpaid wages (g) Place and time of disbursement of wages (h) An abstract of the Act & Rules of C.L. (R&A) Act, (i) Intimation about the commencement/completion (j) weekly holiday and rest day (k) Hours of week.

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<p>c)</p>	<p><u>PERTAINING TO REGISTERS</u> The following Registers are to be maintained at the works at :-</p> <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.
<p>d)</p>	<p><u>PERTAINING TO RETURNS</u> Half-Yearly Return ending on 30th June and Annual Return ending on 31st December to be submitted to Licensing Officer within 30 days of the completion of half annual ending.</p>
<p>16.0</p>	<p><u>LABOUR CAMP:</u>The Sub-Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provisions of latrines and urinals for his staff and workmen, directly or through the petty agencies employed on the work and for temporary creche (Bal Mandar) where 50 or more women are employed at a time. All camp sites shall be maintained in clean sanitary conditions by the Sub-Contractor at his own cost.</p>
<p>17.0</p>	<p><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.</p>
<p>18.0</p>	<p><u>ELECTRICITY:</u> Any electrical supply required at site for whatsoever purpose shall be arrange by the Sub-Contractor at his own cost. If electricity cannot be arranged, the Sub-Contractor shall maintain generator set of suitable capacity for each purpose of uninterrupted progress of work.</p>
<p>19.0</p>	<p><u>SANITARY ARRANGEMENTS</u> The Sub-Contractor shall obey all sanitary rules and carry out all sanitary measures that may form from time to time be prescribed by the concerned Medical Authority and permit inspection of all sanitary arrangements at all times by the Company's Site-In-Charge and/or his representatives.</p>
<p>20.0</p>	<p><u>WELFARE & HEALTH</u> First Aid facilities to be provided as per specification laid down under Rules. Canteen facilities and Rest Room to be provided as per Rules.</p>

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21.0	<u>MEDICAL FACILITIES AT SITE</u> The Sub-Contractor shall provide medical facilities at the site as may be prescribed by the Engineer-In-Charge in relation to the strength of the Sub-Contractor's resident staff and workmen directly or through the petty Sub-Contractors or sub-Sub-Contractors employed on the work. First Aid facilities at site should be as prescribed under C.L. (R&A) Act and Rules.
22.0	<u>OUT BREAK OF INFECTIOUS DISEASE</u> The Sub-Contractor shall remove from his camp such labour and their families who have protective inoculation and vaccination when called upon to do so by the Engineer-In-Charge or the Engineer-In-Charge's representative.
23.0	<u>PRESERVATION OF PEACE</u> The Sub-Contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty agencies on the works.
24.0	<u>USE OF INTOXICANTS AT WORKSITE AND ENCAMPMENTS FOR THE WORK</u> The sale of ardent spirits or other intoxicating beverages on the work site or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Sub-Contractor or any of his employee directly or through the petty Sub-Contractors or sub-Sub-Contractors employed on the work shall be forbidden and the Sub-Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
25.0	<u>NON-EMPLOYMENT OF FEMALE LABOUR AT SITE:</u> The Sub-Contractor shall see that the employment of female labour directly or through the petty agencies employed on the work at Site should be avoided.
26.0	<u>NON-EMPLOYMENT OF LABOURS BELOW THE AGE OF 15</u> The Sub-Contractor shall not employ children below the age of 15 as labours directly or through the petty Sub-Contractors or sub-Sub-Contractors employed on the work for the execution of the work.
27.0	<u>EMPLOYMENT OF LABOUR FROM SCARCITY AREA</u> If the Government declares a state of scarcity of famine to exist in any village situated within 10miles of the work, piece worker/Sub-Contractor shall employ upon such parts of the work as the suitable for unskilled labour any person certified to him by the Engineer-In-Charge or by any other person to whom the Engineer-In-Charge may have delegated this in writing to be in need to relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in the behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the General Manager (Projects) whose decision shall be final and binding on the piece worker/Sub-Contractor.

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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 who are employed in the work provided of those covered by ESI from time to time under the Agreement. The Sub-Contractor shall deduct and secure the agreement of the Sub-Sub-Contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's contribution cards at wages payments intervals. The Sub-Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the Sub-Contractor shall secure the agreement of the Sub-Sub-Contractor to maintain such records. Any expenses incurred for the contributions, making contributions of maintaining records shall be to the Sub-Contractor's or Sub-Contractor's account. The owner shall retain such sum as may be necessary from the total Sub-Contractor value until the Sub-Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 have been paid. This will be pending on the Sub-Contractor when the Employee's State Insurance Act is extended to the place of work.</p>
b)	<p><u>WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE</u> Insurance shall be effected for all the Sub-Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Sub-Contractor shall require the Sub-Sub-Contractor to provide workmen's compensation and employee's liability insurance for the latter's employees, if such employees are not covered under the Sub-Contractor's insurance.</p>
c)	<p>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</p>

GENERAL CONDITION OF THE CONTRACT

	fault and/or the negligence or willful acts or omission of the Sub-Contractor, his employees, agents, representative or Sub-Sub-Contractor.
d)	The Sub-Contractor shall take sufficient care in moving his plants, equipment's 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 willful 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.
h)	<u>TRANSIT INSURANCE</u> In respect of all items to be transported by the Sub-Contractor to the site of work, the cost of transit insurance should be borne by the Sub-Contractor and the quoted price shall be inclusive of the cost.
i)	The Sub-Contractor must submit a photocopy each of the above Insurance Policies to the Site-In-Charge/BBUNL, Bimalgarh Site before commencement of the work.

ANNEXURE-I

FORMAT

CERTIFICATE

(ON COMPANY LETTER HEAD)

REF.:

DATE:

SUB: DEPLOYMENT OF WORKMEN AT SHRAWASTI (UTTAR PRADESH)

REF.: TENDER NO. eNIT/DGM(P-V)/CIVIL/KVS/SHRAWASTI/01/46-2018 DT. 05.12.2018

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

We hereby indemnify our employer M/s. **THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED** regarding compliance of all Statutory requirement of Labour Laws as stated above. M/s. **THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED** will have no responsibility in this regard.

(Authorized Signatory)
Signature with Office Seal

ANNEXURE-II

AGENCY'S FAMILARIZATION

(ON COMPANY LETTER HEAD)

Name of work: Construction of School Building, Staff Quarter, Boundary Wall, etc. for Kendriya Vidyalaya at Shrawasti (Uttar Pradesh)

I/We hereby solemnly declare that I/we have visited the site of above work and have familiarized myself/ourselves of the working conditions there in all respects and in particular the following:

- Topography of the area and existing Road network (highways & Village, Pucca & Kacha) and availability of Service Roads.
- Soil Conditions at the site of the work.
- Sources and availability of construction material.
- Rates for Construction materials.
- Availability of local labour, both skilled and unskilled and the prevailing labour rates.
- Availability of Water, Electricity and communication facilities.
- Availability of space for putting up labour camps, offices Store Godowns, Engineering yards etc.
- All other points as mentioned in this tender document

(Authorized Signatory)
Signature with Office Seal