

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM (P-II)/SB/FABRICATION/2135

DATED:20.10.2012

(A Government of India Undertaking)
27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA - 700 001 (WEST BENGAL)
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TENDER NO.	NIT/DGM(P-II)/SB/FABRICATION/ 2135	DATE	20.10.2012
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NOTICE INVITING TENDER

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

01.	NAME OF THE WORK	FABRICATION OF 6 X 18.3M WELDED STEEL BRIDGE GIRDERS AT FABRICATOR'S WORKSHOP / AT BBJ WORKSHHP AT HPY
02.	COMPLETION PERIOD	03 MONTHS FROM THE DATE OF LOI/ ORDER
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	₹1,000/= (RUPEES ONE THOUSAND ONLY) BY CASH / DEMAND DRAFT FROM IN FAVOUR OF THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED PAYABLE AT KOLKATA.
04.	EARNEST MONEY DEPOSIT	50,000/= (RUPEES FIFTY THOUSAND ONLY) BY PAY ORDER/ DEMAND DRAFT IN FAVOUR OF THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED PAYABLE AT KOLKATA.
05.	ISSUE OF TENDER DOCUMENT	BETWEEN 20.10.2012 TO 19.11.2012 DURING OFFICE HOURS.
06.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 03.00 PM ON 20.11.2012.
07.	OPENDING OF TENDER (TECHNO-COMMERCIAL BID)	AT 03.30 PM ON 20.11.2012.

(SUNDAR BANERJEE)
DGM(P-II)

TENDERER(S)

BBJ

INSTRUCTION TO BIDDERS

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

2. LANGUAGE

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

3. ELIGIBILITY CRITERIA

a) Firms having experience of Completion of one work of fabrication of welded steel girder, which includes welding by SAW Machine and under strict quality procedures, during last 5 years.

b) Any firm who financially qualified but does not qualify technically may enter into a TECHNICAL TIE-UP /MOU with another firm having technical expertise and past experience of doing similar bridge work through an agreement. The partners of the said MOU to be jointly or severally responsible for fulfillment of the contractual obligation.

c) Order on the fabricator for fabrication at their workshop will be placed only on receipt of approval by RDSO/ E.C. Railway as per the provision of our contract with E.C. Railway. Price bid of the bidders approved by E.C. Railway will be opened. The bidder should not have any claim on BBJ on this ground in case of rejection by E.C. Railway.

4. JOINT VENTURE CRITERION

a) Company or firm fulfilling the Techno-commercial and other qualifying criteria strictly as per the requirements published in the NIT and spelt out In this tender document is only eligible to submit quotation.

b) In case of necessity, two or more companies or firms forming Joint Venture (JV) by means of agreement (whether registered or not) for Techno- Financial Synergy or for any commercial consideration is eligible to submit quotation provided :

i) A new entity is formed and goes by a new name.

ii) The said new entity is conclusively and distinctively complies with all qualification criteria set for the job published in the NIT.

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM (P-II)/SB/FABRICATION/2135

DATED:20.10.2012

iii) The terms of the JV would be such as to sufficiently protect or safeguard contingencies as to breach of contract etc. by one or more partners in course of or during pendency of execution of contract by the JV and have provisions as such binding upon the JV partners inter-se as insurance for execution and determination of contract.

TENDERER(S)

BBJ

INSTRUCTION TO BIDDERS

- c) Like wise, two or more companies or firms arriving at common understanding and executing a memorandum of Understanding (MOU) (whether registered or not) by and between themselves or have consortium arrangement (whether registered or not) is eligible to quote provided :
- i) The terms of the MOU provides for flexibility enabling at least one partners to co-opt new one e.g. Firms, Companies, Body of Individuals as member to secure the purpose inherent to the MOU if the circumstances so required in the interest of execution of contract.
 - ii) The instrument of MOU to designate and define the scope and the authority of each partners under MOU naming and authorizing the Partner entitle to submit quotation for the instant job.
 - iii) The quotation submitted by the Partner under the MOU would required to be sufficient to prove conclusively that the Partners Companies or Firms or Body of Individual under MOU jointly or in plurality complied with all qualifying criteria set for the job in the NIT.
- d) Mention may be made that the Company would under no circumstances be held liable or cause to incur any liability arising out of all or any taxation & revenue matters on account of JV or MOU.

5. SUBMISSION OF BID

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

c) TECHNO-COMMERCIAL PART

The Techno-Commercial bid should contain the following:

IB-3

INSTRUCTION TO BIDDERS

- i) Sub-Contractor's EXPERIENCE CERTIFICATE pertaining to job/similar nature of job.
- ii) PAN number and S.T/VAT REGISTRATION Certificates should be furnished along with the Techno-commercial bid.
- iii) Earnest Money Deposit (EMD) of 50,000/= (Rupees fifty thousand only), in the form of crossed D/D or pay order or Banker's cheque from a Nationalised Bank at Kolkata, drawn in favour of "The Braithwaite Burn and Jessop Construction Co. Ltd." and payable at Kolkata. For the case of successful bidder this EMD will be converted to Security Deposit till completion of Defect Liability Period.
- iv) LIST OF DEVIATIONS duly filled as per BBJ format enclosed (Annexure-I).
- v) The above document to be put in a sealed envelope superscribing "**TENDER NOTICE NO. AND TECHNO-COMMERCIAL PART**" to be submitted to BBJ.

d) PRICE PART

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

e) The above two sealed envelope i.e. 'TECHNO-COMMERCIAL PART' and 'PRICE-PART' to be put in a sealed envelope superscribing "**TENDER NOTICE NO./NAME OF WORK**" to be submitted to BBJ.

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

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

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

TENDERER(S)

BBJ

IB-4

INSTRUCTION TO BIDDERS

award the requirement between two or more Tenderers. award the requirement between two or more Tenderers.

9. CURRENCIES OF BID AND PAYMENT

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

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

10. 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.

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

- a) Instructions to Bidders (IB).
- b) Scope of work (SOW).
- c) Special Condition of Contract (SCC) & Bill of Quantities (BOQ).
- d) General Condition of Contract (GCC).

12. For any clarification /assistance regarding the tender document, the undersigned may be contacted during Office Hours i.e. 9.30AM to 5.00PM (Monday to Friday) and between 9.30AM to 1.00PM on Saturday.

(S. BANERJEE)
DGM(P-II)

SCOPE OF WORK

SOW-1

1. SCOPE OF WORK

For fabrication at Sub-Contractor's Yard, the job content (In general but may not be limited to) :

a) **FABRICATION:**

Fabrication of 6 nos. x 18.3 M span welded steel bridge girder as per BBJ's drawing no. 2135/18/01 (IRS 25T loading standard - 2008) at Sub-Contractor's designated Shop/ Yard (*preferable place of fabrication is in and around Kolkata*) including BBJ's FREE SUPPLY of STEEL, Sub-contractor's own Plants & Tools, Handling Equipment, fabrication machinery, supply of bolts and nuts, rivets, welding consumables, consumables, paints for assembly during fabrication, templates, fixtures, loading (including roadworthy packaging) of fabricated components, skilled/unskilled labours, all lead, lift, temporary works etc. all complete as per technical specification (Annexure-I), drawings and relevant codes.

In this regard, the following aspects to be complied by the Sub-contractor which comes under his scope of work:

- i) (a) **FOR STEEL SUPPLIED BY BBJ** : Unloading and taking delivery of raw steel (against submission of BG of equivalent amount) at Sub-contractor's shop/ yard and shifting of the same to fabrication shop/yard.
- ii) Preparation & submission of WPSS for approval of BBJ/ E.C.Railway/ RDSO and/or their authorized representatives.
- iii) Stacking, handling, re-handling and straightening of steel sections.
- iv) Preparation of working drawings, sketches, templates, Master Jig, body jigs etc. (with their own supply of material), from layout including approval of the same from BBJ/E.C.RAILWAY/RDSO and/or their nominated Agency.
- v) Gas cutting with pug machine, edge grinding, marking of holes, drilling of holes.

SOW-2

SCOPE OF WORK

- vi) Conversion of equal angels/plates to unequal angels/flats or any other sections if necessary and splicing cost for butt welding for built up are included in the price.
- vii) Assembling with sub-contractor's service bolt and drifts, riveting/welding with sub-contractor's riveting gang /welders.
- viii) Grinding, machining, end milling, cleaning.
- ix) Fabrication of girders as per detail drawings including straightening, marking, cutting, assembling, drilling, welding, riveting etc. in accordance with technical specification & approved QAP and WPSS.
- x) Arranging inspection and getting approval in connection with sub-contractor's part of job.
- xii) Loading of components on trailers and trucks provided by BBJ including roadworthy packaging for dispatch to site.

C) QAP & WPSS

The Sub-contractor will prepare WPSS before commencement of the work and submit the same to BBJ for necessary approval from BBJ/E.C.RAILWAY/RDSO and/or their nominated agency.

2. PLACE OF FABRICATION

At Sub-contractor's own fabrication shop which should have adequate arrangement for fabrication of 18.3 M welded steel girder. The Sub-contractor's fabrication shop should be located in and around Kolkata.

SCOPE OF WORK

3. TIME OF FABRICATION

A. : FOR FABRICATION WITH STEEL SUPPLIED BY BBJ

03 (three) months from the receipt of LOI

4. INSPECTION AGENCY

Inspection by BBJ/E.C.RAILWAY/ RDSO and or their nominated Agency.

5. WASTAGE

a) In case of Free Issue of Steel by BBJ all raw materials will be issued as per physical weight. Allowable wastage will be maximum 3% (three) on theoretical consumption out of which maximum 1% (one percent) will be irrecoverable wastage. However, all scraps and burrs/chips thus generated will be BBJ's property and to be sent to BBJ's designated place without any financial impact as and when instructed.

b) All cutting plans to be provided by BBJ.

6. FREE SUPPLY ITEMS

a) BBJ will provide one set detail Fabrication drawing, Material Lists and D.O.D.Lists free of cost for fabrication work.

b) In case of Free supply of steel by BBJ, the same will be provided for fabrication work against submission of BG of equivalent amount.

7. SUB-CONTRACTOR'S SCOPE

SOW-4

SCOPE OF WORK

- a) All tools & tackles, Plants & Equipments required for fabrication and Riveting /welding and Metallizing in sufficient required quantity EXCEPT THE ITEMS MENTIONED IN BBJ'S SCOPE OF FREE SUPPLY.
- b) All materials/consumables like materials for Master Plate/working Jigs, drifts, Bolts, rivets, welding consumables (from RDSO approved sources) , Coal and Gas (Oxygen/DA), material for Matellizing etc.
- c) Arrangement of Labour, Supervisor including riveting gang, welders and Engineer to deliver the job in time.
- d) Due to non-availability of flats and unequal angles or other sections, the same need to be built from plates and equal angles or any other sections without any extra cost.
- e) If additional splicing required, payment will be made as per D.O.D.L. tonnage only.
- f) Supply & fabrication of all joint Jigs, Templates, Fixtures with subcontractor's own steel.
- g) The Sub-Contractor has to follow QAP approved by BBJ. The Sub-Contractor has to arrange Welder's qualification - and all test samples required for fabrication.
- h) All testing charges like D.P., Radiographic testing UT, run in and run out plates etc. need to be born by the Sub-Contractor.
- i) For fabricated jobs, the Sub-Contractor need to maintain proper records as required by the Inspection agency.
- j) All fabrication need to be carried out strictly as per approved QAP, B1 - 2001 and technical condition laid down by the E.C.RAILWAY, copy of which will be available with the fabrication In-charge of BBJ.
- k) All Taxes like Income Tax, Works Contract or any other taxes as applicable will be deducted at source as per statutory rules.
- l) One full span assembly need to be done for checking by RDSO/E.C. Railway.
- m) **SUB-CONTRACTOR'S SCOPE TO INCLUDE:**
 - i) **FOR STEEL SUPPLIED BY BBJ** : Taking delivery of raw steel from BBJ at the Sub-contractor's shop/ Yard, shifting to fabricated shop/ yard, handling, returning of all scrap & surplus material , boring to a place to be designated by BBJ and shifting fabricated items to the painting yard.
 - ii) After the fabrication job is over, Material Reconciliation Statement (for steel supplied by BBJ) need to be submitted to BBJ for approval. However, the Sub-contractor must submit part reconciliation statement after completion of the 50% of the Scope of Work.

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM (P-II)/SB/FABRICATION/2135

DATED:20.10.2012

iii) Once the raw steel or any other free issue items, if any, for fabrication are issued to the agency, they have to take full responsibility towards pilferage, loss, theft, damage of the free issue items and to provide BG for equivalent amount.

iv) All drifts and bolts for fabrication need to be arranged by the agency.

v) The agency has to provide calibrated steel tape for fabrication as per technical requirement.

vi) One full span assembly need to be done for checking before releasing the Girder and clearance to be obtained from BBJ/ E. C. Railway/ RDSO and /or their authorized representatives.

(SUNDAR BANERJEE)
DGM(P-II)

TENDERER(S)

BBJ

SCC-1

SPECIAL CONDITIONS OF THE CONTRACT

1. JOB QUANTUM

The quantum of fabrication work shall be around 150.00 MT (approx.) as already described.

a) Fabrication need to be done to achieve proper camber profile. Necessary trial assembly / control assembly need to be done to satisfy the inspector as per relevant bridge code.

2. GA drawing no. 2135/18/01 is provided with the tender for reference. Further drawings will be available at BBJ's drawing office at 27, R. N. Mukherjee Road (2nd Floor), Kolkata-700 001. The tenderers should visit BBJ's drawing office on any working day (Monday to Friday, 10a.m. to 1p.m and 2 P.M. to 5 p.m) & Saturday (10 A.M to 1 P.M) for studying the drawings. BBJ reserves the right to alter / modify the drawing / specification to suit to their condition. If due to change in drawing / specification, there is any increase / decrease in items / quantities or both, payment will be made only for BBJ's approved D.O.D.L tonnage erected and certified by E.C.RAILWAY/their authorized agency. However, the payment will be restricted to the tonnage of span mentioned in drawing/ or approved material list.

3. DATE OF COMMENCEMENT

The date of commencement will be considered the date of issuance of LETTER OF INTENT (LOI).

4. PROGRAMME & PROGRESS

The bidders are to submit a span wise completion programme and plant deployment schedule along with the tender and successful bidder has to be get it approved from BBJ. This approved programme will constitute the base programme.

5. INSPECTION & TESTING :-

Inspection of Fabrication will be done by BBJ/E.C.RAILWAY/RDSO and or their authorized representative and the Sub-Contractor is required to get the work passed through BBJ/E.C.RAILWAY/RDSO or their authorized representative. Since work will be executed to the entire satisfaction of BBJ/E.C.RAILWAY/RDSO, necessary clarification / assistance to be provided to BBJ/E.C.RAILWAY/RDSO or their Authorized agency / representative.

6. PAYMENT TERMS:-

FOR FABRICATION WITH STEEL SUPPLIED BY BBJ

a) 40% (forty) of the accepted rate will be released after fabrication of

SCC-2

SPECIAL CONDITIONS OF THE CONTRACT

bridge components in black condition as per approved drawing/material list/DODL duly inspected and cleared by BBJ but before receipt of final I.C. from E.C.RAILWAY/ RDSO and or their authorized representative and against BG of equivalent amount.

- b) 50% (fifty percent) of the accepted rate will be released after receipt of I.C from E.C.RAILWAY/RDSO and/or their authorized representatives after completion in all respect in black condition and control assembly of one span and against BG of equivalent amount.
- c) 05% (five percent) of the accepted rate will be released after erection.
- d) Balance 05% (five percent) will be released after submission and approval of reconciliation statement of raw steel and return the surplus steel and scraps to BBJ. However, the Sub-contractor must submit part reconciliation statement after completion of the 50% of the Scope of Work.

7. EARNEST MONEY:

The Earnest Money deposit of the successful bidder shall be retained towards part of the Security Deposit / Initial Security deposit to facilitate the due and faithful fulfillment of the contract.

8. SECURITY DEPOSIT:

Security Deposit @5% (five percent) of the value of the sub-contract shall be recovered as under:-

- a) The Earnest Money of the successful bidder shall be converted in to Security Deposit, as elaborated in clause 7. above.
- b) The balance shall be deducted from each R/A Bill @ 5% till the amount covers equivalent to 5% value of the contract.
- c) The Security Deposit as deducted, will be released after expiry of the Defect Liability period i.e. 18 (Eighteen) months after handing over the

SPECIAL CONDITIONS OF THE CONTRACT

Bridge to the Client by BBJ.

9. BANK GUARANTEE TOWARDS FREE ISSUE OF STEEL:

In case of supply of Steel by BBJ, the Sub-contractor has to provide Bank Guarantee of equivalent value (as per format to be provided by BBJ) towards free issue of steel by BBJ prior to receipt of steel at their designated Fabrication yard. The Bank Guarantee must be valid till all the free issue steel are converted in to fabricated girders and handed over to BBJ after necessary clearance from BBJ/E.C.RAILWAY or their nominated agency.

10. 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 TILL COMPLETION FOR THE ENTIRE SCOPE OF WORK.

11. TAXES & DUTIES:

Sub-contractor's price should include all taxes & duties applicable for execution of the subject work.

12. INSURANCE :

Necessary insurance to be taken by the fabricator at their own cost.

13. LIQUIDATED DAMAGE

0.5% per week of delay by the Sub-contractor subject to a maximum of 5% of the order value.

14. TIME EXTENSION:

If there is delay for reasons not attributable to the Sub-Contractor, BBJ, upon receipt of written request from the Sub-Contractor may extend the Completion time as may be required provided no L.D. is imposed on BBJ by E.C.RAILWAY for such time extension. No extra claim (including escalation) of Sub-Contractor will be entertained in such cases of time extension.

15. MATERIALS RECONCILIATION

a) IN CASE OF FREE ISSUE OF STEEL BY BBJ

All raw materials will be issued as per physical weight. Allowable wastage will be maximum 3% (three) on theoretical consumption out of which maximum 1% (one percent) will be irrecoverable wastage. However, all scraps and burrs/chips thus generated will be BBJ's property.

SCC-4

SPECIAL CONDITIONS OF THE CONTRACT

b) All balance surplus steel / off-cuts and scraps to be returned after proper reconciliation of steel and to be sent to BBJ's designated place without any financial impact as and when instructed.

16.CLAIM / EXTRA WORKS:

a) No claim will be tenable in case there is delay in providing services by BBJ.

b) In case any extra works are to be carried out by the Sub-Contractor as per instructions of Fabrication In-Charge/BBJ, the rate of the same will be derived:

i) From the rate of the existing similar items;

ii) However, BBJ's decision for the above will be final and binding on the Sub-Contractor in this regard.

17.IDLE CHARGES:

No idle charges for Labour, Plant, Establishment etc. is tenable under this contract.

18.SUB-LETTING:

The Sub-contractor shall not sub-let any part of the job as detailed in the Scope of Work of this tender document. In case it is felt absolutely necessary, the same may be allowed subject to prior written approval from Fabrication-In-Charge / BBJ / Competent Authority of BBJ.

19.LABOUR LAWS AND STATUTORY OBLIGATION

The Sub-Contractor will observe within the quoted rate all Statutory Obligation during execution of the work including Minimum Wages Act, Act covering P.F., E.S.I and other Statutory benefits under Workmen's Compensation Act, Contract Labour Regulation & Abolition Act 1970 & subsequent amendments and other Acts in force in the State of West Bengal. BBJ will have no responsibility in this regard.

20.ARBITRATION:

In the event of any questions arising out of the Contract or ancillary/ incidental to the terms and conditions of it or relate to any matter for execution and/or performance of the contract, the same shall ip-so-facto be referred to the appropriate Authority and the interpretation made by the said authority shall be final and binding upon the parties.

SCC-5

SPECIAL CONDITIONS OF THE CONTRACT

Notwithstanding the above, should there be any, disputes or differences by and between the parties arising out of any thing under the contract, the same with in 30 days of it's occurrence shall first be referred to the said authority for conciliation and/or determination by the said authority if at all any disputes or difference is existing , the findings of the said authority should be accepted by parties to the contract, communicated in writing with in the next following 30 days of making reference to it .

Nevertheless, the parties at their sole option shall with in the next following 30 days choose to refer or cause the matter to be referred to the Arbitrator of Person in writing, whereupon the appropriate Authority shall with in two weeks hence shall take steps for appointment of Arbitrator of Person from amongst the officers whether or not connected in the matter and the same shall be communicated in writing to the parties making reference with in the next following two weeks and the same shall be final and binding upon the parties.

The Arbitrator shall enter into the reference by appropriate notice of communication to be served or cause the said notice to be served upon the parties summoning the respective parties to attend the proceedings at the date time and venue. The proceedings of Arbitration shall be at per with the Arbitration and Conciliation Act 1996 as amended up to date and jurisdiction of the matter shall be with in the appropriate Courts of Kolkata. Acceptance of Order/ LOI of the concerned agency shall be deemed to be the Free Consent given by party under the law towards execution of these covenants under the Contract of Arbitration.

21.RISK PURCHASE:-

TERMINATION OF CONTRACT:

Termination of the contract owing to the default of the Sub-Contractor:-

If the Sub-Contractor persistently disregard the instructions of BBJ/ E.C.RAILWAY or whatever any of the providers of the contract and fails to adhere to the agreed programme by a margin of 10% (Ten) of the stipulated period or failed to deploy competent or additional staff and labourers as required by BBJ for project crashing, BBJ shall be at liberty terminate the contract in full or part as would be applicable by issuing first seven days and then 48 hours notice.

b)In case of failure to complete the erection as per requirement and within the stipulated completion period, B.B.J. reserves the right to cancel the order, either in part or full as the situation demands and get the work done

SCC-6

SPECIAL CONDITIONS OF THE CONTRACT

by deploying other agency / agencies. Additional cost if incurred shall be recovered from the Sub-Contractor's bill and Security Deposit.

22. 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

23. 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.

FOR FABRICATION AT BBJ WORKSHOP AT HEAVY PLANT YARD (HPY) AT P-82 TARATOLLA ROAD, KOLKATA - 700024

SCOPE OF WORK

1. SCOPE OF WORK

For fabrication at BBJ's Heavy Plant Yard, (HPY) at P- 82 Taratolla Road, Kolkata-700024 the job content (In general but may not be limited to) :

a) Fabrication of 6 X 18.3M WELDED STEEL BRIDGE GIRDERS for Gandak Bridge site. including Sub-contractor's own supply of bolts and nuts for assembly during fabrication, fabrication machinery, templates, fixtures, equipment, tools and plants, loading of fabricated components, skilled / unskilled labours, all lead, lift, temporary works etc. all complete as per technical specification (Annexure-I), drawings and relevant codes.

In this regard, the following aspects to be complied by the Sub-contractor which comes under his scope of work:

- i) Unloading and taking delivery of raw steel material from BBJ's store/yard and shifting of the same at Sub-contractor's fabrication yard.
- ii) Stacking, handling, re-handling and straightening of steel.
- iii) Preparation of templates, Master Jig of all main truss Joints both vertical and Horizontal from layout including approval of the same from BBJ/RDSO/N.F. Railway or their nominated Agency.
- iv) Gas cutting with pug machine, edge grinding, marking of holes, drilling of holes.

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM (P-II)/SB/FABRICATION/2135

DATED:20.10.2012

- v) Conversion of equal angels/plates to unequal angels/flats or any other sections if necessary and splicing cost for butt welding for built up are included in the price.
- vi) Assembling with sub-contractor's service bolt and drifts, riveting/welding with sub-contractor's riveting gang /welders.
- vii) Grinding, machining, end milling, cleaning.
- viii) Fabrication of girders as per detail drawings including straightening, marking, cutting, assembling, drilling, welding, riveting etc. in accordance with technical specification /QAP/WPSS.
- ix) Arranging inspection and getting approval in connection with sub-contractor's part of job.

2. TIME OF FABRICATION

03 (THREE) months from the receipt of LOI or receipt of partial matched steel whichever is later in the following manner:

3. INSPECTION AGENCY

Inspection by BBJ/RDSO/E.C. Railway or their nominated Agency.

4. WASTAGE

a) All raw materials will be issued as per physical weight. Allowable irrecoverable wastage will be **maximum 1% (one) on theoretical consumption**. However, all scraps and burrs/chips thus generated will be BBJ's property.

b) All cutting plans are to be vetted by the Fabrication In-charge of BBJ.

5. FREE SUPPLY ITEMS

m) BBJ will provide **detail Fabrication drawing** free of cost for fabrication work.

n) BBJ will provide **suitable land** for fabrication of girders.

o) BBJ will provide **free issue of Raw steel** for fabrication work.

p) All **raw steel for Joint Jig Plates, Templates, Fixtures etc.**, if required, duly vetted by the Fabrication In-charge of BBJ.

q) **Bushes for jigs**, if required, duly vetted by the In-charge of BBJ. (NOTE: After fabrication all Jigs, Templates, Fixtures etc. will be BBJ's property).

r) **Rivets**

s) **Paints**

t) **Electricity** : Power shall be given at one point free of cost. Distribution of lines for fabrication purpose yard lighting etc. to be done by the Sub-contractor within the quoted rate /approved rate to comply with the urgency of the work.

i) **Water supply** : Shall be provided at one point. Additional distribution shall have to be arranged by the Sub-contractor.

j) **Crane facility and compressed air**.

k) **SAW Machine, MIG Machine and Radial Drill Machine**. All other tools, plants, Equipments required for the fabrication work to be arranged by the Sub-contractor at his own expenses.

m) **Layout platform**, if already there, or platform may need to be built by the agency with available raw material issued by BBJ before starting fabrication and preparation of joint jigs. Full scale layout of the joints without camber effect need to be done by the agency. Camber layout of the full truss, if required by the inspection agency, may also need to be done by the agency to check the load camber profile.

6. SUB-CONTRACTOR'S SCOPE

- a) **All tools & tackles, Plants & Equipments** required for fabrication and Riveting /welding in sufficient required quantity **EXCEPT THE ITEMS MENTIONED IN BBJ'S SCOPE OF FREE SUPPLY.**
- b) **Coal and Gas** (Oxygen/DA).
- c) BBJ will supply **WELDING CONSUMABLES on chargeable basis** @ Landed cost + 5% (five) handling cost. Accordingly, the Bidder must include the cost of welding consumables (**ADVANI/ESAB MAKE**) as per specification (refer Annexure-I).
- d) Arrangement of **Labour, Supervisor including riveting gang, welders and Engineer** to deliver the job in time.
- e) Due to non-availability of flats and unequal angles or other sections, the same need to be built from plates and equal angles or any other sections without any extra cost.
- f) If additional splicing required, payment will be made as per D.O.D.L. tonnage only.
- g) For fabricated structure all joint Jigs, Templates, Fixtures to be prepared with BBJ's free issue steel without any cost involvement.
- h) The Sub-Contractor has to follow QAP prepared by BBJ. Contractor has to arrange Welder's qualification (if necessary) and all test samples required for fabrication.
- i) All testing charges like D.P., Radiographic testing UT, run in and run out plates etc. need to be born by the agency.
- j) For fabricated jobs, the agency need to maintain proper records as required by the Inspection agency.
- k) All fabrication need to be carried out strictly as per B1 – 2001 and technical condition laid down by the Railways, copy of which will be available with the fabrication In-charge of BBJ.
- l) All Taxes like Income Tax, Works Contract or any other taxes as applicable will be deducted at source as per statutory rules.

m) CONTRACTOR'S SCOPE TO INCLUDE:

- i) Taking delivery of raw steel from BBJ's designated place, shifting to fabricated yard, handling, returning of all scrap & surplus material, boring to place at site designated by BBJ and shifting fabricated items to the painting yard.
- ii) All shifting of fabricated materials to and from sand blasting/Metallizing Yard and also for the final dispatch to be done by the agency.
- iii) After the fabrication job is over, Material Reconciliation Statement need to be submitted to BBJ for approval. However, the Sub-contractor must submit part reconciliation statement after completion of the 50% of the Scope of Work.
- iv) Once the raw steel or any other free issue items for fabrication are issued to the agency, they have to take full responsibility towards pilferage, loss, theft, damage of the free issue items.
- v) All drifts and bolts for fabrication need to be arranged by the agency.
- vi) The agency has to provide calibrated steel tape for fabrication as per technical requirement.
- vii) One full span assembly need to be done for checking by RDSO/E.C. Railway.
- viii) Bank Guarantee against supply of steel is not needed for fabrication at BBJ's Workshop at HPY with supply of steel by BBJ.

(S. BANERJEE)
DGM (P-II)

7. PAYMENT TERMS:-

- d) 40% (forty) of the accepted rate will be released after fabrication of bridge components complete in all respect as per approved drawing/material list/DODL duly inspected and cleared by BBJ but before receipt of final I.C. from E.C. Railway/ RDSO and or authorized representative of E.C. Railway.
- e) 50% (fifty) of the accepted rate will be released after receipt of I.C from E.C. Railway.
- f) 05% (five) of the accepted rate will be released after erection.
- d) Balance 05% (five) will be released after submission and approval of reconciliation statement of raw steel and return the samples, steel and scraps to BBJ. However, the Sub-contractor must submit part reconciliation statement after completion of the 50% of the Scope of Work.

ANNEXURE-I

LIST OF DEVIATIONS

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

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

TENDERER(S)

BBJ

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM (P-II)/SB/FABRICATION/2135

DATED:20.10.2012

BOQ-I
PAGE 1 OF 3

BILL OF QUANTITY

DESCRIPTION OF WORK :- FABRICATION OF 6 X 18.3 MTR. WELDED STEEL GIRDER (AT FABRICATOR'S WORKSHOP)

SL	DESCRIPTION OF ITEMS	QTY. (Approx.)	UNIT	RATE (Rs.) (IN FIG. & WORDS)	AMOUNT (Rs.) (IN FIG. & WORDS)
01	Preparation of Master Jig (with supply of materials) from layout including approval of the same from BBJ/E.C.RAILWAY/RDSO or their authorized Agency	01 (ONE)	SPAN SET		
02	<u>WITH STEEL SUPPLIED BY BBJ</u> Preparation of Working Jigs(with supply of materials) from Master Jigs of required joints and or members and checking the same from layout including approval of the same from BBJ/E.C.RAILWAY/RDSO or their authorized Agency and Fabrication of welded steel bridge girders suitable to IRS 25T standard-2008 Loading. The rate must include taking delivery of steel at Sub-contractor's shop/yard, straightening, marking, cutting, assembling, drilling, riveting, welding as per instruction of BBJ including all skilled /unskilled labour, plant, fabrication machineries, templates, fixtures, tools & tackles, arranging inspection and obtaining I.C. including all lead, lift, taxes and duties all complete. Preparation of WPSS and getting approval from BBJ/E.C.RAILWAY/RDSO is included in the Sub-contractor's scope of work.	150 (ONE HUNDRED FIFTY only)	MT		

TENDERER(S)

BBJ

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM (P-II)/SB/FABRICATION/2135

DATED:20.10.2012

BOQ-II

BILL OF QUANTITY

DESCRIPTION OF WORK :- FABRICATION OF 6 X 18.3M WELDED STEEL BRIDGE GIRDERS AT BBJ'S FABRICATION YARD AT HPY.

SL	DESCRIPTION OF ITEMS	QTY. (Approx.)	UNIT	RATE (Rs.) (IN FIG. & WORDS)	AMOUNT (Rs.) (IN FIG. & WORDS)
01	Preparation of Master Jig from layout including approval of the same from BBJ/E.C.RAILWAY/RDSO or their authorized Agency	01 (ONE)	SPAN SET		
02	<u>WITH STEEL SUPPLIED BY BBJ</u> Preparation of Working Jigs from Master Jigs of required joints and or members and checking the same from layout including approval of the same from BBJ/E.C.RAILWAY/RDSO or their authorized Agency and Fabrication of welded steel bridge girders suitable to IRS 25T standard-2008 Loading. The rate must include taking delivery of steel, straightening, marking, cutting, assembling, drilling, riveting, welding as per instruction of BBJ including all skilled /unskilled labour, plant, fabrication machineries, templates, fixtures, tools & tackles, arranging inspection and obtaining I.C. Preparation of WPSS and getting approval from BBJ/E.C.RAILWAY/RDSO is included in the Sub-contractor's scope of work.	150 (ONE HUNDRED FIFTY only)	MT		

TENDERER(S)

BBJ

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM (P-II)/SB/FABRICATION/2135

DATED:20.10.2012

SPECIFICATIONS :

1. Any specifications, not covered by these documents, shall be in accordance with relevant IRS Codes, BIS Codes or IRC Codes read in the said order.
 - (i) The materials to be supplied by the Sub-Contractor for the works covered by these tender documents shall conform to specifications contained in these tender documents.
 - (ii) If called upon, the Tenderer(s) shall state the actual source of supply of material(s) to be supplied by him and shall submit samples for prior approval.
 - (iii) During the execution of work, all materials brought to site by the Sub-Contractor must be offered for inspection and passed by the Engineer or his representative before being used in the work and such approval shall be recorded in a register maintained for the purpose.
2. Samples of any material supplied by the Sub- Contractor may be got tested at the Sub-Contractor's cost in any recognized laboratory, at the sole discretion of the Fabrication-in-charge/BBJ.
3. Steel to be procured from SAIL/TISCO/RINL as per specification/ QAP and directions of BBJ/ E. C. Railway and/ or their authorized representatives. Plates to be used of grade IS2062-2006 E250Cu Grade B Fully Killed & Normalized / Control Cooled, UST quality to ASTM-A578 Level B, Charpy impact tested at room temperature and at - 20 degree Celsius and sections to conform grade IS:2062-2006 E-250Cu, Quality-A, Killed/ Semi-killed.

(SUNDAR BANERJEE)
DGM(P-II)

TENDERER(S)

BBJ

GENERAL CONDITION OF CONTRACT

1. EXPERIENCE CRITERIA

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.

2. SUBMISSION OF BID

The bid should be submitted duly signed and sealed on each page 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 the name of the job, tender reference and name of the bidder, duly sealed with sealing wax. The following should be enclosed along with the bid documents:-

Techno - Commercial bids in one sealed envelope :-

1. Relevant documents certifying "Experience Criteria".
Details of organization chart, the name of key personnel to be engaged for.
2. Income Tax Clearance Certificate.
3. Sales Tax Clearance Certificate.
4. Solvency Certificate from Banker to be enclosed
5. Details of similar work done during last 3 years indicating name of client, description of work, value of work and year of completion.
6. Concurrent commitment of the Tenderer at present.
7. Earnest Money Deposit.
8. Employees Provident Fund Registration Number.
3. 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.
4. In the contract, as here in under defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:-
 - a. "Owner" shall mean the authority through whom the project is being financed.
 - b. The "Accepting Authority" shall mean the Managing Director, B.B.J. 27, R. N. Mukherjee Road, Kolkata - 700 001, as the case may be.
 - c. "Client" means E.C.RAILWAY or their authorized representatives.
 - d. "BBJ" means The Braithwaite Burn and Jessop Construction Company Limited acting through Managing Director, having registered office at 27, R. N. Mukherjee Road, Kolkata - 700 001 or his authorized representative.
 - e. "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.
 - f. 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.
 - g. 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

- h. The "Sub-contractor" 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.
- i. 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.
- j. A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in the day.
- k. "Engineer-In-Charge" or "Site-In-Charge" or "Fabrication-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.
- l. "Force Measures" 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.
- m. "Schedule(s)" referred to in these condition shall mean the relevant schedule(s) of work and quantity annexed to the tender papers by B.B.J. or the standard schedule of rates prescribed by B.B.J. and the amendments thereto issued from time to time.
- n. 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 B.B.J. for the purpose of execution of the contract.
- o. "Temporary Works" shall mean all the temporary works of every kind required for the execution, completion or maintenance of the work.
- p. "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.
- q. A "week" shall mean seven days without regard to the number of hours worked in any day in that week.
- r. "Approved" and "Directed" means the approval or direction of the Managing Director, B.B.J. or the person authorised by him for the particular purpose.
- s. 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.
- t. "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.
- u. "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinbefore defined) but does not include materials or other things intended to form or forming part of the permanent work.
- v. "Period of Maintenance" shall mean the specified period of 6 (six) months maintenance from the date of completion of the Works certified by the Engineer-In-Charge.

- w. Words importing the singular number shall also include the plural and vice-versa where the context requires.
- x. 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.
- y. "Cost"- The word cost shall be deemed to include all costs related to labour, material, transport, all taxes duties octroi and levies etc.

5. **RELICS**

All gold, silver, oil and other minerals of any description and all precious stones, coins, treasure, relics, antiquities and other smaller things which shall be found in or upon the site shall be the property of the Government of India and the Sub-contractor shall dully preserve the same to the satisfaction of B.B.J and concerned authority of Government and shall from time to time deliver the same to such person or persons as B.B.J Client or concerned Govt. authority may appoint to receive the same.

6. **EXCAVATED MATERIAL**

The Sub-contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract. The sand, stone, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produce upon the site at the time of delivery of the possession thereof but all such substances, materials, buildings and produce shall be the property of the client or the concerned Govt. authority provided that the Sub-contractor may, with the permission of Engineer-In-Charger, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer in consultation with the client or concerned "Government Authority".

7. **SECURITY DEPOSIT**

A sum of 5% (ten percent) of the contract value will be deposited by the Sub-contractor as security deposit in the manner stated in the relevant clause of the "Special Condition of Contract". Final refund of the security deposit, unless forfeited in whole or in part according to the terms and conditions of the contract, will be done on receipt of certificate from the Site-In-Charge to the effect that the work has been completed in all respects within the stipulated period and maintained during the maintenance period in accordance with the contract and that all defects noticed and reported to him have been rectified by the Sub-contractor satisfactorily and that there is no demand outstanding against the Sub-contractor.

8. **LIQUIDATED DAMAGE**

The time for completing the works by the date as has been fixed for completion shall be deemed to be the essence of works within the time prescribed, B.B.J. shall, if satisfied that the works can be completed by the Sub-contractor within reasonably short time thereafter, be entitled, without prejudice to any other right or remedy available on that behalf, to recover by way of ascertained and liquidated damages a sum equivalent to one half of one percent of the Contract Value of the works for each week or part of the week, the Sub-contractor is in default, subject to the maximum of 50% of Contract Value and allow the Sub-contractor such further extension of time as the Site-In-Charge may decide. If B.B.J. is not satisfied that the works can be completed by the Sub-contractor or in the event of on the part of the Sub-contractor to complete the works within the further extension of time allowed as aforesaid B.B.J. shall on that behalf, to appropriate the Sub-contractor's Security Deposit and rescind the Contract. NO PENAL MEASURE WILL BE TAKEN IF B.B.J. SUFFER NO LOSS ON ACCOUNT OF SUCH DELAY BY THE SUB-CONTRACTOR.

9. EXECUTION OF WORKS

i) SUB-CONTRACTOR'S UNDERSTANDING

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.

ii) COMMENCEMENT OF WORK

- a) The Sub-contractor shall commence the work within 15 days from the date of placement of order or Letter of Intent by B.B.J. If the Sub-contractor commits default in commencing execution of the work as aforesaid, B.B.J. shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely.
- b) 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.
- c) No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or at site and no claims for an extra rate shall be entertained, unless otherwise expressly specified.

iii) COMPLIANCE TO ENGINEER-IN-CHARGE'S INSTRUCTIONS

The Engineer-In-Charge shall direct the order in which the several parts of the works shall be 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.

iv) ALTERATIONS TO BE AUTHORISED

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.

v) 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 B.B.J.

vi) VARIATION IN QUANTITIES

The B.B.J. 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 B.B.J. 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.

G.C.C. - 5

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 upto 25% 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 therefor shall be calculated in accordance with the accepted schedule of rates.

In the event of any reduction in the quantity OR COMISSION 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.

The Sub-contractor is bound to notify the B.B.J. at least thirty days before the necessity arises for the execution of any item in excess of 25% of the quantity provided for in the agreement.

The rates of items in excess of 25% shall be directed by mutual discussion in a meeting between the B.B.J. and the Sub-contractor well in advance of the execution of the quantities involved, if any in the opinion of the B.B.J. Such quantities are also to be executed by the same Sub-contractor.

vi) SEPARATE CONTRACTS IN CONNECTION WITH WORKS

The B.B.J. shall have the right to let out our contracts in connection with the works. The Sub-contractor shall afford to the other Sub-contractors reasonable opportunity of storage of their materials and the execution of their work and shall properly connect and co-ordinate his work with theirs. If any part of the Sub-contractor's work depends on proper execution or depends upon the work of another Sub-contractor, the Sub-contractor shall inspect and promptly report to the Engineer-In-Charge any defects in such work that render it unsuitable for proper execution of his portion of work. The Sub-contractor's failure to so inspect or so report shall constitute an acceptance of the Sub-contractor's work. However, for defect/defects, which may develop in the other Sub-contractor's work after the execution of his work, he will be not responsible.

vii) INSTRUCTIONS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE

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:-

- a) 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.
- b) 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 mater to the Engineer-In-Charge, he shall thereupon confirm or alter/modify such decisions.

viii) ADHERENCE TO SPECIFICATION AND DRAWINGS

The whole of the works shall be executed in conformity with the specifications and drawings. If the Sub-contractor performs any work in a manner contrary to the specifications or drawings or both without obtaining the approval of the Engineer-In-Charge he shall bear all the consequences and costs arising or ensuing therefrom, and shall be responsible for all loss to B.B.J. and their client.

ix) DRAWINGS AND SPECIFICATION OF THE WORKS

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.

x) OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications and copies thereof furnished by B.B.J. to the Sub-contractor are deemed to be the property of B.B.J. They shall not be used on other works, and with the exception of the signed contract, shall be returned by the Sub-contractor to B.B.J. on completion of the works or termination of the contract.

xi) SHEDS, STORE HOUSES AND YARDS

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 Authorised 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 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.

xii) PROVISION OF EFFICIENT AND COMPETENT STAFF

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 B.B.J. to rescind the Sub-contractor under these conditions.

xiii) WORKMANSHIP AND TESTING

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

G.C.C. - 7

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.

xiv) REMOVAL OF IMPROPER WORK AND MATERIALS

The Engineer-In-Charge or the Engineer-In-Charge's Representative shall be entitled to order from time to time

- a) 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.
- b) 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
- c) the removal and proper re-execution (not withstanding any previous tests thereof) of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications
- d) in case of default on the part of the Sub-contractor in carrying out such order B.B.J. shall be entitled to rescind the contract under these conditions.

xv) FACILITIES FOR INSPECTION

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.

xvi) EXAMINATION OF WORKS: Before covering up

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 dealt 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.

xvii) TEMPORARY WORKS

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 B.B.J. in connection therewith shall be borne by the Sub-contractor. The Sub-contractor shall, not construct any hutment on the client of Government land without the written approval of the Competent Authority.

xviii) SUB-CONTRACTOR TO SUPPLY WATER FOR WORKS

The Sub-contractor shall, at his own make arrangements to obtain supply of water necessary for the execution of works and also for the consumption of his staff and labour.

xix) RATES FOR ITEM OF WORKS

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 generality thereof and shall be deemed to include and cover superintendence and labour supply, including full freight of materials of stores, patterns, profiles, moulds, fitting, centerings, 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 B.B.J, the erections, maintenance and removal of all temporary works and buildings and also the following:-

- a) All watching, lighting, bailing, pumping and draining.
- b) All prevention of or compensation for trespass.
- c) All barriers and arrangements for the safety of the public or of employees during the execution of works.
- d) All sanitary and medical arrangements for labour camps as may be prescribed by the B.B.J. the setting of all work and of the construction, repair and upkeep of centre lines, bench marks and level pegs thereon site clearance.
- e) All fees, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all materials supplied for the work or other duties or expenses for which the Sub-contractor may become liable or may be put to under provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specification.

f) Cost of testing of materials supplied by the Sub-contractor and provision of testing facilities for the compaction of soil if required.

xx) HANDING OVER OF WORKS

The Sub-contractors shall be bound to handover the works executed under the contract to B.B.J. or any other authority so authorised by B.B.J. 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 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.

xxi) CLEARANCE OF SITE ON COMPLETION

On the completion of the works the Sub-contractor shall clear away and remove from the site all construction plants surplus materials rubbish and temporary works of every kind and leave the whole of the site and works clean to the satisfaction of the Engineer-In-Charge. No final payment in settlement of the account of the work shall be made to the Sub-contractor till that period in addition to any other condition necessary for such final payment, site clearance shall have been effected by him, and such clearance may be made by the Engineer-In-Charge at the expense of the Sub-contractor in the event of his failure to comply with this provision within seven days after receiving notice to that effect. Should it become necessary for the Engineer-In-Charge to have the site cleared at the expense of the Sub-contractor, then B.B.J. 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 therefrom, which removal may be effected by means of public sale of such materials and property or in such a way as deemed fit and convenient to the Engineer-In-Charge.

xxii) QUANTITIES IN SCHEDULE ANNEXED TO 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 contract.

xxiii) 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.

xxiv) "ON ACCOUNT" PAYMENT

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 be on the Engineer-In-Charge or the Engineer-In-Charge's representative's certificates of measurements shall be subjected to any deductions which may be made under these presents provided always that the Engineer-In-Charge may by any certificate made any correction or modification in any previous certificate which shall never have been issued by him and that the Engineer-In-Charge may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

xxv) ROUNDINGS OFF AMOUNTS

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.

xxvi) ON-ACCOUNT PAYMENTS NOT PREJUDICIAL TO FINAL SETTLEMENT

"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.

xxvii) MANNER OF PAYMENT

Unless otherwise specified, payment to the Sub-contractor will be made by cheque but no cheque will be issued for amount less than ten rupees.

xxviii) PAYMENT TO BE MADE BY B.B.J.

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.

xxix) 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 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 B.B.J. 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

xxx) 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.

xxxii) 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.

xxxiii) FINAL PAYMENT

On the Engineer-In-Charge's certificate of completion in respect of the works, an adjustment shall be made and the balance of account based on the Engineer-In-Charge or the Engineer-In-Charge's representative's certified measurements of the quantity of work executed by the Sub-contractor up to the date of completion and on the accepted schedule of rates shall be paid to the Sub-contractor subject always to any deduction which may be made under agreement and subject to the Sub-contractor having delivered to the Engineer-In-Charge a full account in detail of all claims he may have or B.B.J. in respect of the works or having delivered a "No Claim" certificate and the Engineer-In-Charge having after the receipt of such account given a certificate, in writing that such claims are correct, that the whole of the works to be done under the provisions of the contract have been completed, that they have been inspected by him since their completion and bound to be in good and substantial order, that all properties and the things removed, the work, have been properly replaced and made good all expenses and demands incurred by or made upon or in the respect of damage or loss by, from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

xxxiii) REPAYMENT OF SECURITY DEPOSIT

The final repayment of security deposit shall be made to the Sub-contractor after the expiration of the period of maintenance specified in clause reckoned from the date on which the Engineer-In-Charge shall have passed the certificate of completion comprising the whole of the works to be done under the provisions of the contract provided that all the stipulations of this clause have been fulfilled by the Sub-contractor.

L A B O U R

The Sub-contractor should comply with the provisions of

- a) Minimum Wages Act, 1948
- b) Payment of Wages Act, 1976
- c) Contract Labour (Regulation and abolition) Act, 1970
- d) Workmen's Compensation Act, 1923
- e) Industrial Dispute Act, 1947 and as amended from time to time.
- f) Employees Provident Fund Act, 1971
- g) Factories Act 1948, if applicable.
- h) Family Pension Act, 1952
- i) ESI and Bonus rules as applicable.
- j) Labour Insurances.

1. LABOUR CAMP

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 Sub-contractors of sub-Sub-contractors 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.

2. COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR

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.

3. PRESERVATION OF PEACE

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 Sub-contractors or sub-Sub-contractors on the works.

4. SANITARY ARRANGEMENTS

The Sub-contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the concerned Medical Authority and permit inspection of all sanitary arrangements at all times by the Company's Resident Manager/Site-In-Charge and/or his representatives.

5. OUT BREAK OF INFECTIOUS DISEASE

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.

6. MEDICAL FACILITIES AT SITE

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.

7. USE OF INTOXICANTS AT WORKSITE AND ENCAMPMENTS FOR THE WORK

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.

8. NON EMPLOYMENT OF FEMALE LABOUR WITHIN CANTONMENT LIMITS

The Sub-contractor shall see that the employment of female labour directly or through the petty Sub-contractors or sub-Sub-contractors employed on the work in cantonment areas, particularly in the neighbourhood of soldier's barracks should be avoided as far as possible.

9. NON-EMPLOYMENT OF LABOURS BELOW THE AGE OF 15

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.

10. EMPLOYMENT OF LABOUR FROM SCARCITY AREA

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.

ARBITRATION

In the event of any question, dispute or difference arising under the agreement or any Special Condition of the Contract, or in connection with this Contract (except as to matters, the decision of which is specially provided for those of the Special Conditions) the same shall be referred to Arbitration/or for decision as per the procedure stated below:-

- a) The dispute may be referred to the sole arbitration of a person appointed to be the Arbitrator to judge and decide the issues. The Arbitrator will be appointed by the Managing Director/Competent Authority of the Company (the B.B.J.). The Sub-contractor will have no objection if the Arbitrator is an employee of the Company and he had to deal with matters to which the contract related and in course of his duties as a Company employee he has expressed view on all or any of the matters in dispute or difference.

G.C.C. - 14

- b) The Company may also decide appointment of two Arbitrators in the event of settlement of any dispute arising out of the contract and in that event B.B.J. will send a panel of more than three names of B.B.J's officers out of which the Sub-contractor has to select an Arbitrator.

Sub-contractor's Nominee. The General Manager/Managing Director of the B.B.J while so appointing the Sub-contractor's nominee will also appoint a second Arbitrator as B.B.J's nominee either from the panel or from outside the panel. Before entering upon the reference, the two Arbitrators shall nominate an umpire, who shall be an employee of B.B.J to whom the case will be referred to in the event of any difference between the two Arbitrators.

- c) If the Sole-Arbitrator as stated in Sl.(a) above or Joint Arbitrator as stated in Sl.(b) above, resigns his appointment/resign their appointments or vacate his office/vacate their offices, is /are unable or unwilling to act for any reason whatsoever, or dies/die, the General Manager/Managing Director of the Company may appoint a new Arbitrator/Arbitrators to act in his/their place in accordance with the provision of Sl.(a) and Sl.(b) stated above, or as the case may be. Such Arbitrator/Arbitrators, as the case may be shall be entitled to proceed with reference from the stage at which it was left by the previous Arbitrator/Arbitrators.
- d) The Arbitrator/Arbitrators or Umpire shall have the power to call for such evidence by way of affidavits or otherwise as the Arbitrator/Arbitrators or Umpire shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator/Arbitrators or Umpire to make the award without any delay.
- e) It will be no objection if the person/persons appointed as Arbitrator/Arbitrators or Umpire is/are employee of B.B.J. The ward of the Arbitrator(s) or Umpires as the case may be final and binding on the parties.
- f) The arbitration activities shall be carried at Kolkata.
- g) The appropriate Court(s) in the city of Kolkata alone, shall have jurisdiction in all matters/disputes relating to this.

TAXES AND INSURANCE

TAXES, DUTIES AND OCTROI ETC.

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 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.

DEDUCTION OF INCOME TAX, SALES TAX AND ANY OTHER TAXES AND DUTIES OCTROI ETC.

All statutory taxes and duties will be deducted at source from Sub-contractor's on account bills. Further the Sub-contractor will be liable to pay themselves any taxes and duties to the respective authorities if payable by the Sub-contractor over and above the amount deducted at source. Necessary papers indicating the deduction made at source will be given to the Sub-contractor on request.

INSURANCE

Sub-contractors shall at his own expense carry and maintain insurance with reputable Insurance Companies to the satisfaction of the Owner as follows:-

a) **EMPLOYEES STATE INSURANCE ACT**

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-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. Either brought by employees of the Sub-contractor, by third parties or by Central or State Government authority or any political sub-division thereof. The 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-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 Contract value untill 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.

b) **WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

Insurance shall be effected for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Sub-contractor shall require the Sub-Contractor to provide workmen's compensation and employee's liability insurance for the latter's employees, if such employees are not covered under the Sub-contractor's insurance.

- i) Sub-contractor shall be responsible for making good to the satisfaction of the owner any loss or any damage to structure and properties belonging to the owner or being executed or procured or being procured by the owner or of other agencies within the premises of all the works of the owner, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Sub-contractor, his employees, agents, representative or Sub-Contractor.
- ii) The Sub-contractor shall take sufficient care in moving his plants,

equipments and materials from one place to another so that they do not cause any damage to third party including overhead and underground cables and in the event of any damage resulting to the property of the owner or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damage including eventual loss of production, operation or services in any plant or establishment as estimated by the owner or ascertained or demanded by the third party shall be borne by the Sub-contractor.

- iii) The Sub-contractor shall indemnify and keep to the owner harmless of all claims for damages to property other than owner's property arising under or by reason of this contract if such claims result from the fault and/or negligence or wilful acts or omission of the Contract, agents representatives or Sub-Contractor.
- c) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER
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.
- d) ACCIDENT OR INJURY TO WOKMEN
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-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.
- e) TRANSIT INSURANCE
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.

L A B O U R

The Sub-contractor should comply with the provisions of

- (I) Minimum Wages Act, 1948
- (II) Payment of Wages Act, 1976
- (III) Contract Labour (Regulation and abolition) Act, 1970
- (IV) Workmen's Compensation Act, 1923
- (V) Industrial Dispute Act, 1947 and as amended from time to time.
- (VI) Employees Provident Fund Act, 1971
- (VII) Factories Act 1948, if applicable.
- (VIII) Family Pension Act, 1952
- (IX) ESI and Bonus rules as applicable.
- (X) Labour Insurances.

To ensure that: -

1. The Sub-contractor obtains a licence under C.L. (R&A) Act, 1970 before executing the work.
2. The Sub-contractor should submit a return in Form VIB and C.L. (R&A) Act to the Employees intimating the actual date of commencement of work within 15 days as required under Rules 81(3) of C.L. Rules 1970 to onward confirmation to the Authority.
3. Principal Employer gets his establishment registered and obtained a certificate of Registration to be issued by the Registering Officer under Section 7 of C.L. Act, 1970.

Sub-contractor should comply strictly the following provision under the Act

1. Pertaining to Licence

A copy of Labour Licence to be displayed by the Sub-contractor at the Site.

2. Pertaining to Notice

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.

3. Pertaining to Wages

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.

4. Pertaining to Registers

The following Registers are to be maintained at the works at :-

- a) Register of persons employed in Form XII.
- b) Employment Card in Form XIV to be issued to each worker.
- c) Master Roll In Form XVI.
- d) Register of wages in Form XVII.
- e) Register of Fines in Form XXI.
- f) Register of Advance in Form XXII.
- g) Register of Overtime in Form XXIII.
- h) Wages Slip in Form XIX is to be issued to each worker.
- i) Register of Provident Fund

5. Pertaining to Welfare & Health

- a) First Aid facilities to be provided as per specification laid down under Rules.
- b) Canteen facilities and Rest Room to be provided as per Rules.
- c) Sufficient water facilities, Reservation of Drinking water, latrine and washing facilities to be provided as per Rules.

6. Pertaining to Returns

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.

7. Minimum Wage Act, 1948

- a) Worker generally employed by the Sub-contractor in connection of the work are entitled to seek implementation of M.W. Act under Article 32 and thereby Minimum Wages (as

- b) per Notification of the representative State) including UDA have to be paid, when the Minimum Rates of Wages fixed by the Central Government is higher than those fixed by the State Government in any area in the aforesaid employment those wages shall be deemed to be Minimum Rates of Wages are to be payable to the workmen by the Sub-contractor.
- c) When a worker work on any day in excess of the number of hours constituting a normal working day, the Sub-contractor shall pay him for every hour as for part of an hour so worked in excess at the overtime rates (i.e. double of the daily rate) under Minimum Wages Act or under the law of the Appropriate Government for the time being in force whichever is higher.

8. Provision of 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 B.B.J. from and against only claim under the aforesaid Act and Rule.

Sub-contractor shall arrange to obtain valid labour licence before commencement of the work.

Sub-contractor shall make all kinds of Insurance against minor/major/fatal accidents of his workmen, staff, temporary shed, tools and tackles etc.

9. Water supply

Sub-contractor shall arrange water both for drinking purpose and for the purpose execution at his own cost.

10. ELECTRICITY

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.

In addition to the above, any other provision as laid down in the Act to be followed.

11. ACCIDENT OR INJURY TO WOKMEN

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 and the Sub-contractor shall indemnify and keep indemnified the owner against all such damages and compensation against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect of in relation thereto.

12. WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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-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.

ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER

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.

NON-EMPLOYMENT OF LABOURS BELOW THE AGE OF 18

The Sub-contractor shall not employ children below the age of 18 as labours directly or through the petty Sub-contractors or sub-contractors employed on the work for the execution of the work.

INSURANCE

Sub-contractors shall at his own expense carry and maintain insurance with reputable Insurance Companies to the satisfaction of the Owner as follows:-

EMPLOYEES STATE INSURANCE ACT

The Sub-contractor agrees to and does hereby accept full exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948 and 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. Either brought by employees of the Sub-contractor, by third parties or by Central or State Government authority or any political sub-division thereof. The 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-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-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 Contract value until the Sub-contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 have been paid. This will be pending on the Sub-contractor when the Employee's State Insurance Act is extended to the place of work.

GENERAL CONDITIONS

i) LABOUR CAMP

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 Sub-contractors of Sub-contractors employed on the work and for temporary creche (Bal Mandar). All camp sites shall be maintained in clean sanitary conditions by the Sub-contractor at his own cost.

i) COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR

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-contractors on the works.

ii) PRESERVATION OF PEACE

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 Sub-contractors or sub-contractors on the works.

iii) SANITARY ARRANGEMENTS

The Sub-contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the concerned Medical Authority and permit inspection of all sanitary arrangements at all times by the Company's Resident Manager/Site-In-Charge and/or his representatives.

iv) MEDICAL FACILITIES AT SITE

The Sub-contractor shall provide medical facilities at site as may be prescribed by the Engineer-In-Charge or the Engineer-In-Charge's representative. First Aid facilities at the site should be as prescribed under C.L. (R&A) Act and Rules.

v) USE OF INTOXICANTS AT WORKSITE AND ENCAMPMENTS FOR THE WORK

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-contractor 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.