

BRIDGE AND ROOF CO. (INDIA) LTD

(A Government of India Enterprise)

Camp : Construction of AG floating roof, Cone roof (fixed type) – UG Tank at Jammu CUF site, J&K

Ref: BANDR/71142/NIT/APCH ROAD/01

Dated : 11.07.2024

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Sub: Notice Inviting Tender

Dear Sirs,

Enclosed please find a set of our Tender Document for the works mentioned hereunder:

a)	Name of Work	Construction of Approaching Road for HSD Tank area for Construction of AG floating roof, Cone roof (fixed type) - UG tank at Jammu CUF site, J&K.
b)	Place of Work	BPCL/ JAMMU, J&K
c)	Owner	M/s. Bharat Petroleum Corporation Limited (BPCL)
d)	Consultant	M/s. Project & Development India Limited (PDIL)

You are requested to submit the sealed Tender duly quoting your lowest competitive rates strictly on the basis of the terms and conditions, scope of works, schedule of quantities and rates etc. given in various Annexures and clauses of the Tender Document as per the "Instructions to the Tenderers".

The sealed Tender completed in all respect and super scribed as **Tender for "Construction of Approaching Road for HSD Tank area for Construction of AG floating roof, Cone roof (fixed type) - UG tank at Jammu CUF site, J&K"** shall reach the following address latest by **18-07-2024 by 4.00 PM** i.e. the last date of submission of the Tender.

**RESIDENT MANAGER
BRIDGE AND ROOF CO.(INDIA) LTD.,
BPCL CUF DEPOT SITE,
VILL-PARGALTA & KHANNA CHARGAL,
BAJALTA, JAMMU-SURINSAR ROAD, JAMMU-180017**

Your tender shall be kept valid initially for next 90 days from the last date of submission for our evaluation, review, processing and finalization.

Incomplete tender(s) and/or tender(s) received by us later than the above date are liable to be rejected. We shall always reserve the right to accept or cancel any or all the tenders without assigning any reasons thereof and also to split the total quantum of work and award among more than one tenderer in the manner and mode as shall be deemed fit and necessary by us.

**Yours faithfully,
For BRIDGE AND ROOF CO. (INDIA) LTD.**

**(VISHAL KUMAR)
RESIDENT MANAGER**

Encl. : One Set of Tender Document

BRIDGE AND ROOF CO. (INDIA) LTD

(A GOVERNMENT OF INDIA ENTERPRISE)

**CONSTRUCTION OF AG FLOATING ROOF, CONE ROOF (FIXED TYPE) - UG
TANK AT JAMMU CUF SITE, J&K**

Ref. NIT No. : BANDR/71142/NIT/APCH ROAD/01

Dated 11.07.2024

TENDER DOCUMENT

FOR

**CONSTRUCTION OF APPROACHING ROAD
FOR HSD TANK AREA FOR CONSTRUCTION OF
AG FLOATING ROOF, CONE ROOF (FIXED
TYPE) - UG TANK AT JAMMU CUF SITE, J&K.**

Bridge and Roof Co. (India) Ltd.
(A Government of India Enterprise)

Ref: BANDR/71142/NIT/APCH ROAD/01

Dated : 11.07.2024

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Bridge and Roof Co. (India) Ltd.
(A GOVERNMENT OF INDIA ENTERPRISE)

Ref: BANDR/71142/NIT/APCH ROAD/01

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ANNEXURE-A

SALIENT INFORMATION

1.	PROJECT	Construction of AG floating roof, Cone roof (fixed type) - UG tank at Jammu CUF site, J&K.
2.	OWNER	M/s. Bharat Petroleum Corporation Limited (BPCL)
3.	PMC	M/s. Project & Development India Limited (PDIL)
4.	TENDER FEE	NIL
5.	LAST DATE OF SUBMISSION OF TENDER	18-07-2024 at 4.00 P.M
6.	OPENING OF TECHNO COMMERCIAL BID (UN-PRICED PART)	By Tender Committee ("In Camera") on 18-07-2024 at 17:00 Hrs. or Later.
7.	VALIDITY PERIOD OF TENDER	90 (Ninety) days from the date of submission of tender.
8.	TENDERS TO BE SUBMITTED TO	Resident Manager Bridge and Roof Co. (India) Ltd., BPCL CUF Depot Site, Vill- Pargalta & Khanna Chargal, Bajalta, Jammu-Surinsar Road, Jammu-180017
9.	COMPLETION SCHEDULE	4 (Four) months from the date of placement of LOI

For & on behalf of the Tenderer

BRIDGE AND ROOF CO. (INDIA) LIMITED

Ref.: BANDR/71142/NIT/APCH ROAD/01

DATE: 11.07.2024

Annexure-B

Construction of Approaching Road for HSD Tank area for Construction of AG floating roof, Cone roof (fixed type) - UG tank at Jammu CUF site, J&K.

Condition for Qualification Criteria

1.0	QUALIFICATION CRITERIA FOR THE APPLICANTS
a.	The bidder should have successfully executed "Similar Works" of the value during the last 07 (Seven) years ending last day of the month previous to the one in which bids are invited. The bidder should fulfil either of the following experience criteria
i)	Three similar completed works each costing not less than Rs. 4.50 Lac.
ii)	Two similar completed works each costing not less than Rs. 5.62 Lac.
iii)	One similar completed work costing not less than Rs. 9.00 Lac.
	Similar work " Means carrying out General Civil work in all respect under one Agreement / Contract in in any Sector.
b.	The Average Annual Financial Turnover value not less than Rs. 3.37 Lac during the last 03 (Three) years ending i.e. 2020-2021, 2021-2022 & 2022-23.
c.	Bidder submit the Photo-copy of the following documents :
i)	PAN No.
ii)	The bidder should be registered with the GST Authorities and the registration certificate and latest filed Monthly / Quarterly GSTR-3B return as GST clearance certificate shall be submitted along with bid documents (Techno Commercial).
iii)	P.F/ESIC If not registered with the Concerned Department, then the Bidder should give a declaration in their Letter head along with Techno Commercial part of their Offer towards submission of the same within one month of award of Work and before releasing any Payment in their favour.
2.0	DETAILS TO BE FURNISHED WITH APPLICATION :
	The Bidders are requested to furnished the following details seriatim as under.
a.	Name, Address, details of the Organization
b.	Copy of Completion Certificate along with corresponding LOI/WO or any other documents mentioned in above duly certified by Client's substantiating the above nature as well as Executed Value of Work & Completion Date
c.	Copy of Audited Balance Sheet(s) / Turnover Certificate duly signed by Chartered Accountant with his / her Seal, Signature & Registration Number for last 03 (Three) Financial years i.e. 2020-2021, 2021-2022 & 2022-23 . The year in which no Turnover is shown, would also be considered for working out the average.
d.	Photo Copy of the Acknowledgement of Current Income Tax Deposition
e.	Photo Copy of PAN Card issued by Income Tax Authority.
f.	Photo Copy of GST Registration Certificate Note : Bidder should submit the copy of latest filed Monthly / Quarterly GSTR-3B return as GST clearance Certificate along with GST Registration Certificate with offer / bid failing which their offer will not be considered for further evaluation. Note : Moreover, Bidder, having registration in other state except West Bengal, should raise their Tax Invoice by charging IGST only.
g.	Photo Copy of P. F. & ESIC Registration Certificate . Note : Bidder, if not registered with the Concerned Department, should give a declaration in their Letter head along with Techno Commercial part of their Offer towards submission of the same within one month after award of Work and before releasing any Payment in their favour.
h.	Information on litigation history, liquidated damage, disqualification etc. declaration in Tenderer's Letter Head Note: Bidder(s) who had a record of Court Case / Litigation History with B&R /our Client against previous Tender / Contracts shall not be considered for these Tenders
i.	Constitution and Legal status along with attested copies of Deeds/Articles and Memorandum

Annexure-B

	of Association etc., as applicable.
J.	Authorization Letter in their letter head on behalf of the person who has signed the bid.
k.	Any bidder from a country which shares a land with India will be eligible to bid in any procurement whether of goods, services (including consultancy services / non consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (as per OM dated 23.07.2020 issued by Ministry of Finance).
l.	Name(s) of the Owner/Partners/Promoters and Directors of the Firm/Company

For & on behalf of the Tenderer.

BRIDGE AND ROOF CO. (INDIA) LIMITED

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Annexure-C

INSTRUCTION TO BIDDERS

Construction of Approaching Road for HSD Tank area for Construction of AG floating roof, Cone roof (fixed type) - UG tank at Jammu CUF site, J&K.

INSTRUCTION TO TENDERER

1.0	Tender Fee - NIL
2.0	SUBMISSION OF BID
	Bid shall be submitted <u>in two stage three cover system:</u>
	ITEM RATE basis Bids are invited by BandR in two stage three cover system from resourceful & capable tenderers fulfilling the Qualifying Criteria furnished in Annexure-B of the NIT by Bridge & Roof Co. (I) Ltd. (BandR) on behalf of the work : Construction of Approaching Road for HSD Tank area for Construction of AG floating roof, Cone roof (fixed type) - UG tank at Jammu CUF site, J&K.
<u>Stage - I</u>	Containing one Copy each of following documents:
Cover - I	Bidder should submit the Letter of Submission (in Company's letter head); Detail of information to be furnished by the bidder and Authorization Letter in their letter head on behalf of the person who has signed the bid in Technical Cover as specified in the tender.
Cover - II	a) Documents pertaining to Qualifying Criteria furnished in Annexure - B of the NIT.
	b) Signed & Stamped NIT, GCC, SCC, Un priced SOQR with the word " Quoted " written against each Item, Drawing i.e., complete NIT documents as a token of acceptance along with all other submittals as prescribed in the Bidding document.
	c) No Deviation Certificate in Bidder's Letter Head to be furnished by the bidder
<u>Stage- II:</u>	
Financial (Cover - III)	The Financial Bid format is provided in a spread sheet file like SOQR , the rates offered should be entered on ITEM RATE basis on the "Quote Sheet" provided for this reason. The Financial Bid / SOQR template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

For & on behalf of the Tenderer.

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ANNEXURE – D

GENERAL CONDITIONS OF CONTRACT

Definition of Terms :

The various terms appearing in the Tender Document shall have the following meaning unless they are repugnant to the context otherwise.

- a) **COMPANY** : Bridge and Roof Co.(India) Ltd. having its Registered Office at Kankaria Centre, 5th Floor, 2/1, Russel Street, Kolkata -700071.
- b) **OWNER** : M/s. Bharat Petroleum Corporation Limited (BPCL)
- c) **CONSULTANT** : M/s. Project & Development India Limited (PDIL)
- d) **BIDDER/TENDERER** : The firm/party who shall tender quotation to the Company.
- e) **CONTRACTOR** : The Bidder whose quoted offer will be accepted, either in full or in part, by the Company.
- f) **WORK(s)** : Jobs that are to be executed by the Contractor as awarded to him by the Company.
- g) **WORK ORDER/CONTRACT** : The formal letter/notification issued to the Contractor awarding the work(s) in full or in part by the Company together with the applicable terms and conditions etc. as are finally and mutually agreed to between the Company and the Contractor.
- h) **SITE/WORK SITE** : The premises where the work will be executed by the Contractor and shall include the lands, buildings, structures etc. erected thereupon.
- i) **ENGINEER-IN-CHARGE** : The Officer/Engineer nominated and authorized by the Company for the time being for the purpose of operating the Contract or any work covered thereunder.
- j) **ACCEPTING AUTHORITY** : CHAIRMAN CUM MANAGING DIRECTOR of the Company.

1. **SCOPE OF WORK :**

The work to be carried out under this contract shall, except as otherwise provided anywhere in the condition, include all labour, materials, tools, plants, equipments and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.

2. **SCHEDULE OF RATES & QUANTITIES :**

The quantum of work given in the Schedule of Rates & Quantities are only indicative and are subject to variation either individually or conjointly for which no revision in contractor's quoted rate shall be admissible i.e. quoted rates/prices shall remain valid irrespective of actual quantities to be executed.

3. **INSPECTION OF SITES :**

The Bidder shall visit and inspect the site and its surroundings and shall satisfy himself before submitting his quotation as to the nature of the ground and sub soil (so far as is practicable) the form and nature of the site and nature of work and materials necessary for the execution of the work, and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his quotation. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

4. **SUFFICIENCY OF QUOTATION**

The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his quotation for the works and of he rates and prices quoted in the Schedule of Quantities which rates and prices shall, except as otherwise provided, cover all his obligations and liabilities under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

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5. **SECURITY DEPOSIT**

5% (Five percent) of gross value of the bills will be deducted by cash and retained with the Company towards Security Deposit for the due and faithful performance of the Contractor's obligations under the Contract. The accumulated security amount less the recoveries, if any, will be refunded and released to the Contractor after expiry of the maintenance/guarantee/defect liability period of the works defined elsewhere in the Tender. No interest shall be paid on Security Deposit.

6. **DEVIATION/VARIATIONS**

The Engineer-in-Charge shall have power (i) to make alterations in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) to omit a part of the works in case of non-availability of portion of the site or for any other reasons, and the Contractor shall be bound to carry out the works in accordance with any instructions given to him by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work.

7. **SUSPENSION OF WORK**

The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider for any of the following reasons :

- (i) on account of any default on part of the Contractor, or
- (ii) for proper execution of the works or part thereof for reasons other than the default of the Contractor, or
- (iii) For safety of the works or part thereof.

The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

8. **COMPLETION TIME**

Time of completion of the works is the essence of the contract and Contractor shall strictly follow and adhere to the completion schedule as specified or as to be prepared and handed over to the Contractor by the Engineer-in-Charge after notification of acceptance of tender. The execution of the works shall commence within a reasonable period as to be decided by the Engineer-in-Charge from the date of issue of instruction to commence the work or from the date of handing over of the site whichever is later but not exceeding 15 (fifteen) days. If the Contractor commits default in commencing the execution of work as aforesaid, Company shall without prejudice to any other right or remedy be at liberty to take any actions which it shall deem fit and proper against the Contractor.

9. **DELAY IN EXECUTION OF WORKS**

If the Works be delayed by :

- (a) forcemajeure, or
- (b) abnormally bad weather, or
- (c) serious loss or damage by fire, or
- (d) civil commotion, local combination of workmen, strike or lock out, affecting any of the trades employed on the work, or
- (e) delay on the part of other contractors engaged by Company in executing work not forming part of the Contract, or
- (f) non-availability of stores, which are the responsibility of Company to supply, or
- (g) non-availability or break-down of tools & plants to be supplied or supplied by Company, or

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(h) any other cause which, in the absolute discretion of Engineer-in-Charge, is found as beyond the Contractor's control; then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

10. **TOOLS, PLANTS & EQUIPMENTS :**

The Contractor shall arrange at his own expense all tools, plant and equipment (hereinafter referred to as T&P) required for execution of the work other than those which are to be supplied by the company and specifically mentioned elsewhere in the Tender Document.

10.1 If the Contractor requires any item of T&P on hire from the company, the Company will, if such item is available, hire it to the Contractor at a rate to be fixed by the Engineer-in-Charge.

10.2 If at any time Company's T&P has not worked at all during a day except for a breakdown or has worked for less than eight hours during a day, the Contractor shall be charged for one working day.

10.3 If any item of Company's T&P has stopped working on account of break-down before it has worked for four hours in a day, the Contractor will be charged for half a working day. If the item has stopped working after it has worked for more than four hours but less than eight hours, the Contractor will be charged for a full working day.

10.4 The Contractor shall be responsible for care and custody of Company's T&P (including employment of Chowkidwar's) during the period Company's T&P remain with him and any damage (fair wear and tear excepted) to any of the equipment (except for Excepted Risks provided always the Contractor has taken precautions necessary to protect it from such risks) shall be made good at the contractor's expense to the satisfaction of the Engineer-in-Charge unless such damage is caused because of negligence of crew provided by the Company.

10.5 Company's T&P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-Charge on completion of the work or section of the work or earlier on termination of the hire by the Company as hereinafter provided on a written notice by the Engineer-in-Charge. The Company shall be entitled to terminate the hire on two days' notice without assigning any reason whatsoever and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of Company's T&P by the Company.

10.6 If Owner's/Client's T&P are given to the Contractor on hire for execution of the work through the Company, the same charges/rents as would be levied on the Company shall be charged for hiring of T&P from Owner/Client will also apply in the case of the Contractor without any alteration.

11. **MATERIALS**

The Contractor shall at his own expense, provide all materials required for the work other than those which are to be supplied by the Company and specifically mentioned elsewhere in this Tender Documents.

11.1 All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of him that the materials so comply.

11.2 The Contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials proposed to be used in the works. The Engineer-in-Charge shall within seven days of supply of samples or within such further period as he may require intimate to the Contractor in writing/inform the Contractor whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specification laid down in the Contract.

11.3 The Engineer-in-Charge shall have full powers to require removal of any or all the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials the Engineer-in-Charge shall be at liberty to have them removed by other means. The Engineer-in-Charge shall have full powers

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to procure other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply, he may arrange to supply by other means. All costs, which may attend upon such removal and/or substitution shall be borne by the contractor.

- 11.4 All charges on account of transportation, octroi, terminal or sales tax and other duties on materials obtained for the works from any source (including materials supplied by the Company) shall be borne by the Contractor.

12. MATERIALS SUPPLIED BY COMPANY:

- 12.1 Contractor shall submit to the Company from time to time as directed by Engineer-in-Charge or on completion, the reconciliation statement in the proforma and manner to be specified by Engineer-in-Charge, showing thereon the consumption of materials issued to the Contractor by the Company for incorporation and fixing in the works including preparatory work. Permissible wastage allowance for material appropriation shall be same as to be approved by Engineer-in-Charge. Cost of any wastage beyond permissible limit shall be charged to the Contractor at the rates as to be decided by the Engineer-in-Charge. In all cases, however, the Contractor shall, at his expenses, return the wastage/surplus materials to the Company at the place of issue.
- 12.2 In case, any materials are supplied by the Company to the Contractor on chargeable basis/issue rates, the following provisions will apply :
- i. For the materials which the Company has agreed to supply to the Contractor, he shall give a reasonable notice in writing of his requirements to the Engineer-in-Charge in accordance with the agreed phased programme. Such materials shall be supplied for the purposes of the contract only and the value of materials so supplied at the rates specified shall be set off or deducted, as and when materials are consumed in items of work for which payment is being made to the Contractor, under the Contract. At the time of submission of bills the Contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-Charge, certify that balance of materials supplied are available at site.
 - ii. The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating of fixing materials in the works including all preparatory work of whatever description as may be required.
 - iii. All materials issued to the Contractor by the Company for incorporation or fixing in the works (including preparatory work) shall, on completion or on foreclosure of the works, be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and/or waste.
 - iv. Surplus materials in acceptable sizes returned by the Contractor shall be credited to him by the Engineer-in-Charge at rates not exceeding those at which rates these were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials whilst in custody of the contractor.
 - v. If on completion of works the Contractor fails to return surplus materials out of those supplied by the Company, then in addition to any other liability which the Contractor would incur, the Engineer-in-Charge may, by a written notice to the Contractor, require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.
- 12.3 Materials required for the works, whether brought by the Contractor or supplied by the Company, shall be stored by the Contractor only at places approved by the Engineer-in-Charge, storage and safe custody of materials shall be the responsibility of the Contractor.
- 12.4 Company's officials concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- 12.5 All materials brought to the site shall become and remain the property of the Company and shall not be removed off the site without the prior written approval of the Engineer-in-Charge. But wherever the works are finally completed and advance if any, in respect of any such

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materials is fully recovered, the Contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall remain in and become the property of the Contractor.

13. LABOUR

The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.

- 13.1 The Contractor shall furnish to the Engineer-in-Charge at the regular intervals, a distribution return of the number and description by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act, 1961 of Rules made thereunder and the amount paid to them.
- 13.2 The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contract Labour Regulation & Abolition Act.
- 13.3 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulation Act in regard to all matters provided therein.
- 13.4 The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 13.5
- a) The Contractor shall be liable to pay his contribution and the Employee's contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employee's State Insurance Act, 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills of Contractor and amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- b) The contractor must obtain, within the quoted rates, individual codes in respect of Employees Provident Fund(EPF). Details of individual codes obtained by contractor are to be submitted to the company for entry pass for his workers & Employees and shall deposit the EPF amount deducted from his workers & employees alongwith employer's contribution the Provident Fund and Challans to be submitted alongwith Running Account Bill to facilitate release of payment.
- 13.6 The Engineer-in-Charge shall on a report having made by an Inspecting Officer as defined in the Contract Labour Regulation Act have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the Conditions of Contract for the benefit of workers, non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contract Labour Regulation Act and Rules framed there under.
- 13.7 In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contract Labour Regulation Act, as amended from time or furnishing any information of submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officer as defined in the Contract Labour Regulation Act, the Contractor shall without prejudice to any other liability pay to the Company a sum as applicable as per prevailing rules as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the

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contractor's default continuing in this respect, the liquidated damages may be enhanced for each day of default subject to a maximum percent of the estimated cost of the works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

- 13.8 The Contractor shall at his own expense with or cause to be complied with Model Rules for Labour Welfare framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangement as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- 13.9 The Contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- 13.10 Failure to comply with Model Rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Contractor liable to pay to the Company as liquidated damages as applicable as per prevailing rules for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation Act as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

14. **POSSESSION OF SITE BY CONTRACTOR**

The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-Charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-Charge at site and the Contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the Contractor for purposes of or in connection with the Contract the Contractor shall be a licensee subject to the following and such other terms and conditions as may be imposed by the licensor :

- i. that he shall pay a nominal licence fee per year or part of a year for use and occupation, in respect of each and every separate area or land allotted to him.
- ii. that such use or occupation shall not confer any right of tenancy of the land to the Contractor.
- iii. that the Contractor shall be liable to vacate the land on demand by the Engineer-in-Charge.
- iv. that the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-Charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

- 14.1 The Contractor shall provide, if necessary or if required on the site, all temporary access thereto and shall alter, adopt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-Charge and make good all damages done to the site.

15. **SETTING OUT WORKS**

The Engineer-in-Charge shall supply drawings, levels and other information necessary to enable the Contractor to set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-Charge, in which case the cost of rectification shall be borne by the Company. The Contractor shall protect and preserve all benchmarks used in setting out the works till end of the Defects Liability period unless the Engineer-in-Charge directs their removal.

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16. **MATERIALS OBTAINED FROM EXCAVATION**

Materials of any kind obtained from excavation on the site shall remain the property of the Company and shall be disposed of as the Engineer-in-Charge may direct.

All fossils, coins, articles of value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Company and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing shall immediately upon discovery thereof and before removal acquaint the Engineer-in-Charge with such discovery and carry out the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Company.

17. **WATCHING & LIGHTING**

The Contractor shall provide and maintain at his own expense all lights, guards fencing and watching when and where necessary or required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of these employed on the works or the public.

18. **CONTRACTOR'S SUPERVISION**

The Contractor shall either himself supervise the execution of the works or shall appoint a competent agent approved by the Engineer-in-Charge, if the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, then the Contractor shall at his own expense employ as his accredited agent an engineer approved by the Engineer-in-Charge. Orders given to the Contractor's agent to the Contractor himself. If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date as suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works.

19. **INSPECTION & APPROVAL**

All works embracing more than one process shall be subject to examine & approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

19.1 No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination of foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-Charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notice he shall, if required by the Engineer-in-Charge, uncover such work at the Contractor's expense.

19.2 Company's/Owner's representatives concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.

20. **POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE**

The duties of the representatives of the Engineer-in-Charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Company nor to make any variation in the works.

20.1 The Engineer-in-Charge may from time to time delegate to his representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Company as through it had been given by the Engineer-in-Charge.

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- 20.2 Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials & to order the pulling down, removal or breaking up thereof.
- 20.3 If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge he shall be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision.
21. **REMOVAL OF WORKMEN**
The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the works any persons employed by the Contractor in or about the execution of the works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.
22. **WORK DURING NIGHT OR ON SUNDAYS & HOLIDAYS**
Subject to any provisions to the contrary contained in the Contract, none of the permanent works shall be carried out during night or on Sundays or on authorized Holidays without the permission in writing of the Engineer-in-Charge except when the work is unavoidable or absolutely necessary for the safety of life, property of works in which case the Contractor shall immediately advise the Engineer-in-Charge accordingly.
23. **COMPLETION CERTIFICATE**
As soon as the work is completed, the Contractor shall give notice of such completion to the Engineer-in-Charge and within a reasonable period of receipt of such notice the Engineer-in-Charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificates for such item or groups of items. No certificate of completion shall be issued, nor shall the work be considered to be complete till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen in the site in connection with the execution of the work, as shall have been erected by the Contractor or the workmen and cleaned all dirt from the parts of building(s) in upon or about which the work has been executed or of which he may had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled locks fastening labelled keys clearly and handed them over to the Engineer-in-Charge or his Representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-Charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-Charge may at the expense of the Contractor fulfil such requirements and dispose of the scaffoldings, surplus materials and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realised by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirements is more than the amount realised on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess to the Company.
- 23.1 If at any time before completion of the entire work, items or groups of items for which periods of completion have been specified, have been completed, the Engineer-in-Charge with the consent of the Contractor takes possession of any part or parts of the same then notwithstanding anything expressed or implied elsewhere in this Contract:
- (a) Within ten/thirty days of the date of completion of such items or groups of items or possession of the relevant part the Engineer-in-Charge shall issue completion certificate

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for the relevant part as in condition above provided the Contractor fulfils his obligations under that condition for the relevant part.

- (b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

24. COMPENSATION FOR DELAY

If the Contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or extended date/period of completion he shall, without prejudice to any other right or remedy of the Company on account of such breach, pay as agreed compensation amount calculated as to be stipulated or such smaller amount as be fixed by the authority on the contract value of the work for every week that the progress remains below that specified or that the work remains incomplete.

This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- 24.1 Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the specified limit of the Contract value or of the Contract value of the item or group of items of work for which a separate period of completion is given.
- 24.2 The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Company.

25. DEFECTS LIABILITY PERIOD

The Contractor shall guarantee and maintain the works for a period of twelve months or specifically mentioned elsewhere in the Tender, after the date of issue of completion certificate by the Engineer-in-Charge which will be reckoned as Defect Liability/ Maintenance period of the works. The Contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-Charge, any defect which may develop or may be noticed before the expiry of Defect Liability/Maintenance Period.

26. CONTRACTOR'S LIABILITY & INSURANCE

From commencement to completion of the works, the Contractor shall take full responsibility for the case thereof & for taking precautions to prevent loss or damage & to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Company's T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works and all company's T&P shall be in good order and condition and in conformity in every respect with requirements of the Contract and instructions of the Engineer-in-Charge.

27. FACILITIES TO OTHER CONTRACTOR

The Contractor shall, in accordance with the requirements of the Engineer-in-Charge, afford all reasonable facilities to other contractor engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other property authorized authority or statutory body which may be employed at the site on execution of any work not included in the Contract or of any contract which the Company may enter into in connection with or ancillary to the works.

28. NOTICES TO LOCAL BODIES :

- (i) The Contractor shall comply with and give all notice required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State laws or any regulation of bye laws of any local authority relating to the works. He shall before making any variation from the Contract drawing necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instruction therein.
- (ii) The Contractor shall pay and indemnify the Company against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in

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respect of works.

29. **SUB-CONTRACT:**

The Contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.

30. **INSTRUCTIONS & NOTICES**

- (i) Subject or otherwise provided in this Contract, all notices to be given on behalf of the Company and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.
- (ii) All instructions, notice and communications etc. under the Contract shall be given in writing and if sent by registered post to the last known place of above business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.
- (iii) The Contractor or his Agent shall in attendance at the Site(s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they had been given to the Contractor himself.

31. **FORECLOSURE**

If at any time after acceptance of the tender the Company shall decide to abandon or reduce the scope of the works for any reason whatsoever & hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice to that effect to the contractor & the contractor shall have no claim to any payment of compensation or otherwise, whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

31.1 The Contractor shall be paid at Contract rates full amount for works executed at site & in addition, a reasonable amount as certified by the Engineer-in-Charge for the item hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

- (a) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters & site office, storage accommodation and water storage tanks.
- (i) The Company shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided, however, the Company shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Company, cost of such materials. The cost shall, however, take into account purchase, price, transportation & deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (ii) For Contractor's materials not retained by the Company reasonable cost of transporting such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- (c) If any materials supplied by the Company are rendered surplus, the same except normal wastage shall be returned by the contractor to the Company at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from site to the Company stores, if so required by the Company.
- (d) Reasonable compensation for transfer of T&P from site to Contractor's permanent stores

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or to his other works, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.

31.2 The Contractor shall, if required by the Engineer-in-Charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this Condition.

32. TERMINATION OF CONTRACT FOR DEATH

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners does then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the proprietor of the Proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incompleting part without the Company being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased to the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the Parties. In the event of such cancellation the Company shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractors firm liable in damaged for not completing the Contract.

33. CANCELLATION OF CONTRACT :

- (i) If the Contractor :
 - a) at any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge, or
 - b) commits default in completing with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge, or
 - c) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge, or
 - d) shall offer to give or agree to give to any person in Company's service or to any other person on his behalf any gift of consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Company, or
 - e) shall enter into a Contract with the Company in connection with which omission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-Charge.
 - f) shall obtain a contract with the Company as a result or ring tendering or other non-bonafied methods of competitive tendering, or
 - g) being an individual, or if firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction under any Insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors, or
 - h) being a, Company, shall pass a resolution or the Court shall make an order the liquidation of his affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager, or
 - i) shall suffer an execution being levied on his goods and allow it to be continued for a

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- period of 21 days, or
- j) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority, the Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter; the Company by written notice cancel the Contract as a whole or only such items or work in default from the Contract.
 - (ii) The Accepting Authority shall on such cancellation have powers to :
 - a) take possession of the site and any materials constructional plant, implements, stores, etc., thereon and/or
 - b) carry out the incomplete work by any means at the risk and cost of the Contractor.
 - (iii) On cancellation of the Contract in full or in part the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Company. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.
 - (iv) Any excess expenditure incurred or to be incurred by the Company in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Company as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money are not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.
 - (v) If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sale any or all of the Contractor's unused materials, constructional plant implements, temporary buildings etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, if shall be recovered in accordance with the provisions of the Contract.
 - (vi) Any sums in excess of the amounts due to the Company and unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Company of the works or part of the works is less than the amount which the Contractor would have been paid had been completed the works or part of the works, such benefit shall not accrue to the Contractor.

34. **LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS & RECTIFICATION THEREOF:**
If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expenses. If it shall appear to the Engineer-in-Charge or his Representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contract for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge forthwith rectify or remove and re-construct the work so specified in whole or part as the case may be and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with other

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materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with other materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

35. URGENT WORKS

If any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people, carry it out as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the Contract to carry out at his expense, all expenses incurred on it by the Company shall be recoverable from the Contractor and be adjusted or set off against any such payable to him.

36. RECORDS & MEASUREMENT

- (i) The Engineer-in-Charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract or work done in accordance therewith.
- (ii) All items having a financial value shall be entered in Measurement Book, level book etc. prescribed by the Company so that a complete record is obtained of all work performed under the Contract.
- (iii) Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Contractor or his authorized representative.
- (iv) Before taking measurements of any work the Engineer-in-Charge or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurement taken by the Engineer-in-Charge or by the person deputed by him shall be taken to be correct measurements of the work.
- (v) The Contractor shall, without extra charge provide assistance with every appliance labour, and other things necessary for measurement.
- (vi) Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the Contractor objects to any of the measurement recorded on behalf of the Company a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement.

37. METHODS OF MEASUREMENT

Except where any general or detailed description of the work in quantities expressly those to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specification notwithstanding any provision in the relevant standard method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rates/Specification measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

38. ON ACCOUNT PAYMENT

- (i) Interim bills shall be submitted by the Contractor at intervals as to be specified on or before the date fixed by the Engineer-in-Charge for the work executed. The Engineer-in-Charge shall then arrange to have the bill certified by taking or causing to be taken, where necessary, the requisite measurements of the work.
- (ii) Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment.
- (iii) Any interim certificate given relating to work done or materials delivered may be

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modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-Charge supporting an interim payment shall itself be of conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

- (iv) Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

39. **FINAL BILL PAYMENT :**

- (i) The final bill shall be submitted by the Contractor within three months of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-Charge, shall be made within the period specified.
- (ii) After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.

40. **INCOME TAX:**

Income Tax will be deducted by cash at source from Contractor's all bills as per Income Tax Act & Rules framed thereunder at such rates as may be applicable from time to time.

41. **ARBITRATION:**

B&R confidently feel that there shall not arise any disputes or differences during execution and completion of the order/Contract by the Contractor(s).

However, in the event of any disputes or differences arise between Company (B&R) and Contractor(hereinafter called the said parties) touching or concerning the interpretation of the terms and conditions as performance of the order / contract or in connection therewith or the rights and liabilities of either of the said parties hereto, the said parties shall endeavor to settle the same amicably through mutual agreement between them, but if the mutual settlement is not possible between the Company & the Contractor, the provisions of the Indian Arbitration & Conciliation Act,1996 and all statutory re-enactment & modifications thereof and the rules made there under shall apply to such arbitration's.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts and commercial agreements (except Income Tax, Customs excise duty and also concerning railways), such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary of the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as mentioned above, which is as per O.M. No. 4(1)/2011-DPE(PMA)GL dated 12.06.2013. of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India or any modification issued in this regard.

BRIDGE AND ROOF CO. (INDIA) LTD.

(A Government of India Enterprise)

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ANNEXURE – D

GENERAL CONDITIONS OF CONTRACT

ACCEPTANCE OF BID :

Acceptance of Client/Owner of the project is a pre-requisite for consideration of Bidder's offer by B&R for this Tender/Commercial Agreements etc.. Accordingly Bidder(s) not acceptable to B&R's Client/Owner shall not be considered & their offer shall be rejected by B&R. No correspondence & claim etc. from the Bidder in pursuant to the Tender/Commercial Agreements shall be entertained by B&R under any circumstances what so ever.

42. **EXTRA CLAIMS:**

Notwithstanding anything contained in the contract, it should be clearly noted that no extra claim lodged/to be lodged by the Contractor shall be entertained by the Company in pursuant to this Contract. Nevertheless, if the Contractor insists and raises any extra claim bills, the Company shall pursue with the Owner in good faith, settlement of rates for Extra Items and claims, if raised by the Contractor on the Company and the decision taken by the Owner and the Company shall be binding upon and acceptable to the Contractor corresponding to and relevant with his part of the work. It should also be clearly understood that the pursuing of the Contractor's claim on the Company in good faith with the Owner shall not mean under any circumstances, Company's acceptance of the rates of extra items and claims raised by the Contractor on the Company and at no point of time, Contractor's plea that irrespective of the decision taken by the Owner, the rates of extra items and claims shall have to be paid to the Contractor based on his claim stating that the Contract is between the Company and the Contractor having no relationship with the Owner, shall contractually hold good because the Company have pursued Contractor's bills with the Client in good faith only without going through the merit of the same.

43. **TAXES & DUTIES:**

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

44. **GOODS AND SERVICE TAX (GST):**

The contractor should be registered with Goods and Service Tax Authority. The contractor should not include goods and service tax (GST) as applicable in their quoted price.

For & on behalf of the Tenderer

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ANNEXURE-E

SPECIAL CONDITIONS OF CONTRACT (SCC)

These 'Special Conditions shall be read in conjunction with other provision including General Conditions of the Contract and are supplementary to & complementary with each other. However, in the event of any provisions of General Conditions are repugnant to or at variance with any provisions of Special Conditions, then unless a different intention appears between the two, the provision given in "Special Conditions" shall be deemed to over-ride that provision of General Conditions and shall to the extent of such repugnancy or variation prevail & govern the Contract.

1. Scope of work :

Contractor's scope of work – within his quoted rates and price shall generally be but not limited to the following: -

Performing all activities pertaining to work for Construction of Approaching Road for HSD Tank area on Labor Contract basis in connection with Construction of AG floating roof, Cone roof (fixed type) - UG tank at Jammu CUF site, J&K.

NOTE:-

Quoted rate(s) shall be inclusive of all activities related to above works whether or not the same are specifically mentioned in the item schedule.

2. Obligation, Responsibilities, Scope of work of Contractor :

The contractor's obligation and responsibilities shall include but not be limited to the following and the scope of work outlined hereunder is only indicative and not exhaustive:

- To deploy suitable workmen including Highly skilled, skilled, semiskilled labours etc. in requisite numbers as and when required and directed so as to complete the work as per schedule.
- To deploy suitable qualified supervisors, staff in requisite numbers to ensure quality and progress of work to the full satisfaction of Employer/Owner.
- To observe utmost safety precaution as per existing norm at the project site and also as directed by Engineer.
- Expenditure towards Labour Retrenchment Benefits, Over Time Wages, Incentives and any other allowance as applicable to Bharat Petroleum Corporation Limited (BPCL), Jammu CUF.

A. By the Employer [i.e. Bridge & Roof Co (India) Ltd.] on Free of cost.

The following materials / items / facilities will be provided by the Employer (BANDR) on free of charge.

1. B&R SHALL PROVIDE REQUIRED SPACE FOR INSTALLATION OF TEMPORARY SITE OFFICE OF THE AGENCY.
2. CONSTRUCTION WATER & POWER AT ONE POINT.
4. B&R SHALL OBTAIN THE LABOUR LICENSE AND INSURANCE FOR THE WORKMEN NECESSARY FOR EXECUTION THIS JOB.

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ANNEXURE-E

SPECIAL CONDITIONS OF CONTRACT (SCC)

B. By the successful Bidder (i.e. The Contractor)

The following materials / items / facilities shall be provided by the Contractor within his quoted rates and price.

- I) ALL REQUIRED MATERIALS LIKE WMM, GSB TO COMPLETE THE ENTIRE WORK IN ALL RESPECT.
- II) ALL REQUIRED MANPOWER E.G. STAFF, SUPERVISORS, WORKMEN OF VARIOUS CATEGORIES.
- III) ACCOMMODATION & TRANSPORTATION OF THEIR WORKMEN.
- III) ALL REQUIRED PPE.
- IV) AGENCY HAS TO ARRANGE ALL MATERIALS FOR CONSTRUCTION OF THEIR TEMPORARY SITE OFFICE & STORE.
- v) ALL REQUIRED EQUIPMENTS.

3. Mobilization and Completion Period:

The execution of the works shall commence within 03 (Three) days from the date of Letter of Intent (LOI) and the work should be completed within 04 (Four) Months from the date of issue of LOI. It should be noted that the period of completion of all works given above includes time required for mobilization at site, carrying out the works as per the requirements of Contract Document, demobilization, rectifications, if any, rework etc. complete in all respects to the entire satisfaction of BANDR.

4. Firm Price:

The tender's quoted rates and price shall remain firm till completion and, handing over of the works in all respects and no revision of rates and / or escalation on any Account shall be admissible.

5. Terms of Payment:

100% payment on completion of individual items of work in all respect and acceptance thereof.

Contractor shall prepare & submit item / activity wise detailed billing bill for the approval of Engineer In-charge. Progress payment shall be made based on approved billing schedule. In this regard decision of Engineer-in-charge shall be final and binding to the Contractor.

Advance Payment: No Mobilization advance shall be paid by BANDR.

Running Account Bill:

The Contractor shall submit bills monthly once for all running payment for checking, certification etc. of Engineer-in-charge. Payment of running account bills will be made to the contractor once monthly.

Idle Wages: No idle wages shall be paid on any account.

Note: Contractor's should provide their Bank Account details as it is given below during the submission of the quotation for payment purpose.

1)	Name of the Company	
2)	Name of the Bank	
3)	Name of Bank Branch	

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ANNEXURE-E

SPECIAL CONDITIONS OF CONTRACT (SCC)

4)	City	
5)	Account No.	
6)	Account Type	
7)	IFSC Code of the Bank Branch	
8)	MICR Code of the Bank Branch	

6. Taxes & Duties:-

(A) Income Tax

GST-TDS is applicable as per Govt. rate deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get input tax credit by BANDR.

(B) Goods & Service Tax (GST):

Without prejudice to stipulation in General condition of contract, the quoted price shall be exclusive of Goods and Services Tax. The GST as legally leviable & payable by the bidder under the provision of applicable Law/ Act shall be paid extra by BANDR as per bidder's GST Tax invoice. Bidder shall quote their rates after considering the input Tax credit on their input materials and services.

The contract is covered under works contract. GST under supply of services is applicable. The bidder should be registered with the GST authorities and the copy of registration certificate and last filed Monthly/Quarterly GSTR-3B Return as GST clearance certificate shall be submitted along with bid documents (techno commercial). Bid without above documents shall be cancelled.

GST-TDS as applicable shall be deducted from GST invoices at the Rate prescribed by law. TDS deducted by the company from the contractor's Tax invoice shall be uploaded in GSTN portal and deposited the said TDS amount to the Tax authority, which will be reflected in contractor's GSTN portal.

The GST (i.e. SGST, CGST OR IGST) amount shall be shown separately in Tax invoice and also submit the proper tax invoice as per section 31 of CGST act and Rule 46 of CGST rules, 2017 to get input tax credit by BANDR.

Bidder shall raise their tax invoices on regular intervals as per contract conditions and uploaded their supply invoice in GSTN portal through GSTR-1 return within due date (presently 11th) of next month. GST amount shall be paid to contractors after submission of GSTR-1 snapshot. If the ITC is not availed by BANDR due to any reasons attributable to bidder (i.e. mismatch in GSTR return, non-submission of GSTR-3B in time), the entire GST amount along with applicable interest shall be recovered from Bidder's bill.

The copy of GST Registration certificate and latest filed Monthly /Quarterly GSTR-3B return as GST Clearance Certificate shall be submitted along with bid documents (Techno-Commercial). Bid without above documents shall be cancelled.

All Bidder(s), having registration in other State (Except West Bengal), shall raised their Tax Invoice by charging IGST only. Otherwise, their price shall be evaluated by loading GST amount as applicable rate specified by Bidder(s).

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ANNEXURE-E

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(C) New Levies /Taxes:

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

7. Work in Monsoon/Bad Weather:

Work shall get suffered in monsoon/bad weather. Necessary precautionary measures like arrangement of sheds, enclosures etc. shall be made by the contractor to continue the work in monsoon/bad weather.

8. Security Deposit:

5% (Five percent) of the gross value of bills shall be deducted by cash and retained with the company towards Security Deposit for due and faithful performance of the Contractor's obligation under the Contract. The accumulated Security deposit less recoveries, if any, will be refunded to be contractor after expiry of the maintenance / guarantee / defect liability period of the works i.e. 3 (Three) months after successful completion of work and after obtaining from the Engineer the certificate of completion and further certificate that no amount remain payable under any of the provisions of this contract are outstanding or pending. No interest shall be paid on Security Deposit.

9. BOCW Cess

Quoted Price shall be inclusive of BOCW Cess (if applicable).

10. Final Bill

After completion of the entire work to the satisfaction of the Engineer, Contractor shall submit Final Bill giving abstract of detailed measurement for the various terms of work executed for verification and certification of Engineer.

Income Tax & GST-TDS as applicable shall be deducted from each payment made to you.

11. Billing Address:-

BRIDGE AND ROOF CO.(INDIA) LTD.,
3RD FLOOR, H NO 38/D, HOME SWEET APARTMENT,
NH 1/A BY PASS ROAD, GATE NO 5, CHANNI HIMMAT,
JAMMU, JAMMU AND KASHMIR, 180015
BANDR GSTIN: 01AABCB3166E1ZD
BANDR PAN NO.: AABCB3166E
STATE: JAMMU & KASHMIR, STATE CODE: 01

12. Splitting of Work:

Since the job scattered in nature, so it is further proposed that the job shall be split among 2 (two) bidders. 60% of job value will be awarded to L-1 bidder and balance 40% of jobs will be awarded to another bidder starting from L-2 who will match the rate of L-1 bidder. However, if L2, L3 & so on bidders do not agree to match their rate with the rates of L-1 bidder then the balance 40% job will be considered in favour of L-1 bidder after judging their performance.

In case of "Tie" among bidders for any particular rank then bidder ranking will be determined based on their submitted Average Annual Turnover for last three years.

13. PF & ESI

The successful bidder must have their own PF &ESI Code Numbers. The statutory obligations on account of PF &ESI are under their scope along with other statutory rules & regulation including Employer's contribution amount on account of PF &ESI.

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The Contractor shall duly and timely pay and ensure payment by its contributions and its/their employees to the Authorities prescribed under the PF/ESI Acts and any schemes framed there under in respect of all labour employed by it for the execution of the contract. Copies of challans/receipt of such payments along with the list showing persons employed together with emoluments paid for the purpose of provident fund/ESI deductions shall be submitted to BANDR before the end of every calendar months.

In case, the above documents are not furnished by the contractor on monthly regular basis, then 10% of the billed value will be deducted from the contractor's Running Account Bills and retained till compliance is met.

Bidders to note that the number of workers entering the CL shall be registered at the gate by Security, contractor-wise / work spot-wise and this shall form the basis for arriving at ESI/EPF liability.

14. Labour:

- a) Labour Rules etc.: In respect of all labour directly or indirectly employed on the Work, the Contractor shall comply with all legislation and rules of State and/or Central Government or other local authority governing the protection of health, sanitary arrangement, wages, welfare and safety applicable for labour employed on building and construction Works. The Minimum Wages Act, 1948, Employees State Insurance (ESI) Act, 1948, (Workmen's Compensation Act, 1923 to the extent applicable), Contract Labour (Regulation & Abolition) Act 1970 and amendments thereof and other Statutory obligation with regard to fair wages, welfare, amenities and safety measures, maintenance of register etc. will be deemed to be part of the contract.
- b) Reporting accidents of labour: The Contractor shall be responsible for the safety of all employees and/or workmen employed or engaged by him on and in connection with the work and shall report to the Employer/ Engineer/ Consultant and other local authorities concerned all cases of serious accidents howsoever caused and wherever occurring on the Work and shall make adequate arrangements for rendering immediately all possible aid to the victims of the accidents.
- c) The Bidder should clearly understand and comply with Factories Act, 1948 and relieve the female workers from their work-site within the restricted working hours prescribed there in under Section 66(b).
- d) Age Limit of Labour: The age limit for employment of labour shall be in strict accordance with the existing Labour Rules and Regulations.
- e) As far as practicable, the contractor shall give preference in the employment of unskilled labours at the site to persons living locally in consultation with CESC's IR department.
- f) Labour Returns: Periodical statements of labour employed by the Contractor shall be submitted in the pro-forma prescribed by the Engineer. The statement shall indicate the details of Displaced Persons, BC's, SC's, ST's engaged and other classifications viz. skilled, semi- skilled and unskilled.

15. Prohibition of Engagement of Child labour:

The Agency shall state that they are not engaging child labour as per various labour laws applicable to them. Making a fake claim would have its contract terminated forthwith, if detected later. It is mandatory for the Agency to submit an undertaking for Nonengagement of child labour.

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16. Compliance with laws:

The Agency shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following :

- A. Contract Labour (Regulation & Abolition) Act 1970 & the Centre Rules 1971 framed there under.
- B. Payment of Wages Act.
- C. Minimum Wages Act.
- D. Industrial Dispute Act.
- E. Environment Protection Act.
- F. Wild Life Act.
- G. Building and other works contract act 1996
- H. Any other Statute, Act, Law as may be applicable.

Note : Composite Workmen Compensation Insurance at Site, shall be taken care of by BANDR.

17. Payment of Minimum Wages:

The contractor shall pay the labours engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rates of wages as may be fixed by the Public Works Department as fair wages for Karnataka Region payable to the different categories of labours or those notified under the Minimum Wages Act. Wages to the workmen should be paid on or before the 7th of the subsequent month.

If 7th falls on a holiday or weekly off day, the payment should be made one day prior to that. Payment of Provident Fund (PF) for the month, both the Employer's (in this case Contractor) and Employee's (in this case workmen employed by the Contractor) contributions should be deposited in the bank in the permanent PF code numbers and challan obtained before the 15th of the subsequent month and forwarded to the "Engineer". If it is liable to be terminated and/or the Employer will pay and recover from the Contractor, the said dues including penalty as per Law in the following manner:

1.	Payment of Wages at rates less than those notified under the minimum wages notification	An amount equivalent to the differential amount between wages to be paid under the minimum wages notification of the Government applicable for the period less actual wages paid shall be recovered from the bills as certified by the Engineer.
2.	Non-payment of wages	An amount equivalent to wages payable by the Contractor applicable for the relevant period shall be recovered from the bills as certified by the Engineer.
3.	Non-payment of PF	Recovery of the PF amount and an amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and Rules for delayed remittance of PF contributions (both the Employee's and the Employer's contributions), shall be recovered from the bills of the Contractor as certified by the Engineer.

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ANNEXURE-E

SPECIAL CONDITIONS OF CONTRACT (SCC)

4.	Delayed payment of PF	An amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and Rules for delayed remittance of PF contributions (both the Employee's and the Employer's contributions), shall be recovered from the bills of contractor as certified by the Engineer.

The aforesaid amount shall be recoverable from the bills by the Engineer or may be deducted by the Employer from any moneys due or which may become due to the Contractor under the Contract or any other Contract between the Contractor and the Employer or Employer's Subsidiary units/ Companies.

18. Labour License:

BANDR will take the Labour License for the workers to be engaged at site. Other all statutory requirements are to be complied by the contractor from time to time to execute this work.

19. Site Visit:

The intending Tenderers shall be deemed to have visited the site & familiarized themselves with the existing conditions before submitting the offer. Non familiarity with site conditions shall not be considered a reason either for extra claims or for not carrying out the work conforming to the specifications. For site visit, the intending Tenderers may contact at the following address.

RESIDENT MANAGER

BRIDGE AND ROOF CO.(INDIA) LTD.,
BPCL CUF DEPOT SITE,
VILL-PARGALTA & KHANNA CHARGAL,
BAJALTA, JAMMU-SURINSAR ROAD, JAMMU-180017

20. Force Majeure:

The term "FORCE MAJEURE" as employed in this contract shall mean wars (declared or undeclared) or revolutions, civil wars, tidal waves, fires, major floods, earthquakes, epidemics, quarantine restrictions and freight embargoes and transporters strikes affecting the country as a whole. **Local "Bandh" shall be included in "FORCE MAJEURE".**

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SPECIAL CONDITIONS OF CONTRACT (SCC)

21. Accommodation and transport:

The Agency shall arrange, within his Quoted Rates, accommodations for his all Workmen, Technicians & Supervisors. Also, the Agency within his Quoted Rates shall arrange their Transport to the site and back.

22. Office & Stores:

The agency shall construct his own Temporary Offices, Stores & Storage Yard etc. at his own cost and shall also demolish and remove these structures making the areas perfectly clean as per direction of the Engineer-in-Charge at his own cost after completion of the work.

23. Restriction of Visitors:

The Agency shall not allow any visitors on the work or premises of the sites without approval of the Engineer-in-Charge and/or Site Engineer.

24. Procurement from a bidder from a country sharing land border with India:

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with competent authority. the competent authority for the purpose of registration shall be the registration committee constituted by the department of promotion of internal trade (DPIIT) of govt. of India. the registration should be valid at the time of submission of bids and at the time of acceptance of bids.

25. 'MAKE IN INDIA' Preference to 'Make in India' :

In Line to Public Procurement Policy, Govt. of India (refer Order 2017 Dtd. 16.Sept.-2020 issued by the DPIIT) B&R has implemented "Purchase Preference Policy" for the Class-I Local Supplier(s) for the item /Service covered in the tender. B&R shall reserve the right to consider preference of the Local Supplier(s) subject to following conditions :

If qty. of Goods / service under procurement is divisible and emerged L-1 bidder is a 'Non Local Supplier' or 'Class-II Local Supplier' then 50% of tender qty. shall be awarded to L-1 bidder. Thereafter the lowest bidder among the 'Class-I Local Suppliers' shall be invited to match the price with L-1 bidder to award the remaining 50% qty. subject to quoted prices of the 'Class-I Local Supplier' falls within the bracket of (L-1 + 20%) and agrees to match the price with L-1 bidder.

If lowest eligible Class-I local supplier fails to match with L-1's price or accepts less than the qty. offered then next higher Class-I local supplier within the margin of purchase preference (L-1+ 20%), shall be invited to match the price with L-1 for remaining qty. and so on.

In case none of Class-I local supplier within the margin of purchase preference match the price with L- 1 then total qty. shall be awarded to L-1 bidder.

In case of award criteria are stipulated in a tender and it is found that Class-I Local supplier(s) qualified for award of at least 50% of tender qty. then contract shall be awarded among all qualified bidders as per pre- award criteria stipulated in tender, otherwise Class-I Local Supplier(s) quoted within the 20% margin, shall be invited to match the price with L-1 for award of at least 50% of tender qty.

In case the goods / services under procurement are not divisible in nature, then Class-I local supplier shall get purchase preference over Class-II Local Supplier & Non local Supplier and contract shall be awarded to 'Class-I Local supplier' subject to matching the price with L-1.

In such case the lowest bidder among the 'Class-I Local Suppliers' shall be invited to match the price with L-1 bidder subject to quoted prices of the 'Class-I Local Supplier' falls within the bracket of (L-1 + 20%) and agrees to match the price with L-1 bidder.

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If lowest eligible Class-I local supplier fails to match the price with L-1 bidder then next higher Class-I local supplier within the margin of purchase preference (L-1+ 20%) shall be invited to match the price with L-1 and so on.

In case none of Class-I local supplier within the margin of purchase preference match the price with L- 1 then contract shall be awarded to L-1 bidder.

However, if L-1 bidder is a 'Class-I Local Supplier' then the contract for full qty. shall be awarded to L-1 bidder only and no other class-I supplier(s) shall be invited to match the price. Class-II Local Supplier is not eligible to get the purchase preference.

In case of participation of MSE & Local Supplier in a same tender, MSE bidder shall be given preference to match the price with L-1 as per Public Procurement Policy for MSE's order 2012. MSE bidder shall be evaluated with (L-1 + 15%) margin.

Bidders who declares as a MSE / Local supplier, shall be eligible to get purchase preference against any one of the said policy and shall not be allowed to change their status from MSE to Local Supplier or vice-versa. Bidders willing to avail the purchase preference as per govt. policy are requested to submit a declaration in a non judicial stamp paper of Rs. 100 as per our prescribed format enclosed with NIT, duly indicating the percentage of 'local content' and shall provide a self certification that the item(s) offered are meeting the requirements of local content for Class-I Local Supplier/Class-II Local Supplier, as the case may be.

In case offered value exceeds Rs. 10 (ten) cores, then bidder shall submit a certificate from the statutory auditor/Cost auditor giving the percentage of local content. Details of the location (s) at which the local value addition was made shall also be mentioned in the certificate.

Important Definitions w.r.t. 'Make in India Policy' :-

'Local Content' means the amount of value added in India (unless otherwise prescribed) be the total value of item(s) offered (excluding net domestic indirect tax) minus the value of imported content in the in the item(s) including all custom duties as a proportion of total value ,in percentage.

'Class-I Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content equal to or more than 50% (fifty percent).

'Class-II Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content equal to or more than 20% (twenty percent) but less than 50% (fifty percent).

'Non Local Supplier' means a supplier or service provider whose goods, services or works offered for procurement has local content less than or equal to 20% (twenty percent).

For & on behalf of the Tenderer

BRIDGE AND ROOF CO. (INDIA) LTD.

(A GOVT. OF INDIA ENTERPRISE)

Construction of AG floating roof, Cone roof (fixed type) – UG Tank at Jammu CUF site, J&K

Ref. : NIT NO. : Ref.: BANDR/71142/NIT/APCH ROAD/01, DATED 11.07.2024

ANNEXURE - F

SCHEDULE OF QUANTITIES & RATES (SOQR)

Sl. No.	Description of Items	Unit	Quantity	Rate Per month (In Rupees)	Amount (In Rupees)
1	Earth work in excavation for road work etc., including setting out, dressing of sides, ramming of bottom, getting out the excavated material, including all lift, disposal of surplus soil upto a lead of 300 M, all types of shoring and strutting with all labour and material complete as per drawing and technical specification as directed by Engineer in charge	cum	1000.00		
2	Earth work in filling in layers with approved material and consolidation of the layers by ramming and watering etc. incl. all lift, all labour and material complete as per drawing and technical specification as directed by Engineer in charge	cum	1000.00		
3	Filling of approved subgrade materials in layers and consolidation of the same in layers by rolling, ramming and watering etc. incl. all lift, all labour and material complete as per drawing and technical specification as directed by Engineer in charge	cum	800.00		
4	Providing, laying, spreading and compacting 300mm thick coarse graded granular sub base in one or more layers over prepared sub-grade in layers 1.32 times in loose thickness of desired compacted thickness with crushed stone aggregate conforming to MOST specification table 400.2 b6 motor grader improper grade, camber or super elevation, mixing the materials at OMC in mechanical mixer (pug mill), mixing the required quantity of water by water tanker uniformly, cost of water with all leads and lifts, carriage of mixed materials by tipper with all lead, compacting with vibratory power roller including hire and running charges with depreciation major/minor repair. POI and other lubricants pay of machinery staff of F.E. loader pug mill, tipper mortar grader, water tanker and vibratory roller, including cost of all material, handling materials at site, all labours, tools and plants incidental charges and carriage of materials from source to work site royalty and the cost including all lead, lift, ascend, descend and Xing of Track all complete job as per approved design/ drawing/MOST specifications clause 401 and relevant clauses complete with all lead & lift, materials tools and plants labours etc. Grading -1 (Compacted thickness to be measured for payment.	cum	650.00		

SCHEDULE OF QUANTITIES & RATES (SOQR)

SI. No.	Description of Items	Unit	Quantity	Rate Per month (In Rupees)	Amount (In Rupees)
5	Providing, laying, spreading and compacting graded stone aggregate 300 mm thick wet mix macadam conforming table 400-11 complete in all mixing the materials with water to CMC in pug mill transporting mixed material by tipper upto all lead, laying in uniform layers in sub-base/base coarse on well prepared sub- base in road embankment compacting with power vibratory roller to achieve the desired density in proper grade camber or super elevation, laid loose in thickness 1.32 times the desired compacted thickness or cost of water with all leads & lifts, including hire and running charges of F.E. loader, base mix plant (pug mill) tipper, POI and other lubricants, pay of machiner staff lubricatns pay of machinery staff of F.E. loader pug mill, tipper mortar grader, water tanker and vibratory roller, including cost of all material, handling materials at site, all labours, tools and plants incidental charges and carriage of materials from source to work site royalty and the cost including all lead , lift, ascend, descend and Xing of Track all complete job as per approved design/ drawing/MOST specifications clause 406 and relevant clauses (3rd revision 1995 and direction (compacted thickness to be measured for payment).	cum	650.00		
	TOTAL :				

 For & on behalf of the Tenderer

BRIDGE AND ROOF CO. (INDIA) LIMITED

(A Govt. of India Enterprise)

ANNEXURE – G

FORMATE FOR NO DEVIATION CERTIFICATE

[To be submitted in Bidder's Letter Head]

To,
The Resident Manager
Bridge and Roof Co. (India) Ltd.,
BPCL CUF Depot Site,
Vill- Pargalta & Khanna Chargal,
Bajalta, Jammu-Surinsar Road,
Jammu-180017

Subject : No Deviation Certificate for "Construction of Approaching Road for HSD Tank area for Construction of AG floating roof, Cone roof (fixed type) - UG tank at Jammu CUF site, J&K."

Tender No : NIT NO. BANDR/71142/NIT/APCH ROAD/01, DATE : 11-07-2024

Dear Sir,

With reference to the above this is to confirm that as per tender conditions we have visited sites before submission of our offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the tender documents as issued with above Notice Inviting Tender and in case of observance of the same at any stage if shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from tender clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unqualified acceptance to all terms & conditions as stipulated in the tender document.

In the event of observance of any deviation in any part or our offer at a later date whether implicit or explicit the deviations shall stand null and void.

Thinking you,
Yours faithfully,

(Signature & Seal of Authorised
representative of the tenderer)