

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड  
**The Braithwaite Burn And Jessop Construction Company Limited**  
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT No.: eNIT/FAB/SECONDARY-STR/2155/10-2024

DATE: September 19, 2024

Registered Office: 27, Rajendra Nath Mukherjee Road,  
Kolkata – 700 001, West Bengal.  
Phone: (033) 2248 5841-44.  
Email: [info.bbjconst@bbjconst.com](mailto:info.bbjconst@bbjconst.com); Website: [www.bbjconst.com](http://www.bbjconst.com);

<b>e-TENDER NO.</b>	<b>eNIT/FAB/SECONDARY-STR/2155/10-2024</b>	<b>DATE</b>	<b>19-Sept-2024</b>
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**NOTICE INVITING e-TENDER**

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

01.	<b>NAME OF THE WORK</b>	ENGAGEMENT OF AGENCY FOR FABRICATION OF SECONDARY STRUCTURE FOR 30x30.5M SPAN STEEL THROUGH GIRDER INCLUDING <b>ACCESS LADDER, TROLLEY REFUGE, PATHWAY &amp; HAND RAILING ETC.</b> WITH ONE COAT OF RED OXIDE ZINC CHROME PRIMER & ONE COAT OF ALUMINUM PAINT, LOADING-UNLOADING ETC., LABOUR, TOOLS & TACKLES, SUPPLY OF PAINTS, MATERIALS ETC. AS DIRECTED BY THE ENGINEER IN-CHARGE.
02.	<b>QUANTITY</b>	AS PER BILL OF QUANTITY (BOQ)
03.	<b>COMPLETION PERIOD</b>	<b>03 (THREE) MONTHS</b> FOR THE ENTIRE WORK FROM THE DATE OF LETTER OF ACCEPTANCE (LOA) OR WORK ORDER, WHICHEVER IS EARLIER. TIME OF COMPLETION WILL BE REDUCED SUITABLY IN CASE THE JOB IS SPLIT BETWEEN TWO OR MORE SUBCONTRACTORS.
04.	<b>COST OF TENDER DOCUMENT (NON-REFUNDABLE)</b>	NIL
05.	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<b>RS.1,00,000/- (RUPEES ONE LAKH ONLY)</b> BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". <b>TENDER DOCUMENTS WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED.</b>  FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST.  FOR SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFUL COMPLETION OF THE DEFECT LIABILITY PERIOD.  EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSE) FOR SUBMISSION OF "EARNEST MONEY" IS " <b>NOT APPLICABLE</b> " SINCE WORKS CONTRACT ARE EXCLUDED FROM THE PURVIEW OF PUBLIC PROCUREMENT POLICY FOR MSE ORDER, 2012 AND ITS LATEST AMENDMENT(S).

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06.	<b>MODE OF SUBMISSION OF e-TENDER</b>	ONLINE THROUGH E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).  <b>A HARDCOPY OF THE UPLOADED BID SHALL HAVE TO BE SUBMITTED TO BBJ-HO BEFORE OPENING OF TECHNICAL BID.</b>  TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID.  CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPPP AND BBJ'S WEBSITE.												
07.	<b>DATE &amp; TIME SCHEDULE:</b>	<table border="1"><tr><td>DATE OF PUBLISHING NIT &amp; TENDER DOCUMENTS</td><td><b>19-09-2024</b></td></tr><tr><td>DOCUMENT DOWNLOAD START DATE</td><td><b>19-09-2024 AT 10:00 HRS.</b></td></tr><tr><td>START DATE OF UPLOADING OF BID DOCUMENT</td><td><b>27-09-2024 AT 10:00 HRS.</b></td></tr><tr><td>END DATE FOR UPLOADING OF BID DOCUMENT</td><td><b>03-10-2024 AT 15:00 HRS.</b></td></tr><tr><td>DATE OF OPENING OF TECHNICAL BID</td><td><b>04-10-2024 AT 15:00 HRS.</b></td></tr><tr><td>DATE OF OPENING OF FINANCIAL BID</td><td><b>TO BE NOTIFIED LATER</b></td></tr></table>	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	<b>19-09-2024</b>	DOCUMENT DOWNLOAD START DATE	<b>19-09-2024 AT 10:00 HRS.</b>	START DATE OF UPLOADING OF BID DOCUMENT	<b>27-09-2024 AT 10:00 HRS.</b>	END DATE FOR UPLOADING OF BID DOCUMENT	<b>03-10-2024 AT 15:00 HRS.</b>	DATE OF OPENING OF TECHNICAL BID	<b>04-10-2024 AT 15:00 HRS.</b>	DATE OF OPENING OF FINANCIAL BID	<b>TO BE NOTIFIED LATER</b>
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(पार्थ नंदी / PARTHA NANDY)  
मुख्य प्रबंधक (परियोजना) / CHIEF MANAGER (PROJECT)

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**INSTRUCTION TO BIDDERS**

1. **REGISTRATION OF CONTRACTOR**

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

2. **DIGITAL SIGNATURE CERTIFICATE (DSC)**

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

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

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

4. **LANGUAGE**

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

5. **SUBMISSION OF BID**

- a) All the pages of the Tender document are to be signed with Company's seal by the bidders. The rates in the appropriate space in the **BILL OF QUANTITY** of the tender should be properly filled.
- b) The Tender shall be signed by the person legally authorized to enter into a commitment on behalf of the tenderer. Tenders are to be submitted in two parts as per following:
- c) Scanned copy of the EMD, Cost of Tender and other documents, as stated below, are to be uploaded in CPP's portal and a hard copy of the same to be sent addressed to GM(P&P) at BBJ's Head office in a sealed envelope, super scribing "TENDER NOTICE NO." & "FEE PART":
  - i) **Earnest Money Deposit (EMD) of Rs.1,00,000/-** (Rupees one lakh only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drew in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In the case of a successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the entire job, without any interest.

**Bank Details for NEFT/ RTGS:**

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

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

d) **TECHNO-COMMERCIAL PART:**

Scanned copy of the EMD, Cost of Tender and other documents, as stated below, are to be uploaded in CPPP's portal and a hard copy of the same to be addressed to CM (Project) at BBJ's Head office in a sealed envelope, super scribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL PART:

- i) Signed copies of documents as per Eligibility Criteria.
- ii) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates.**
- iii) Signed copy of **Provident Fund & Employees State Insurance (ESI) Registration Certificate.**
- iv) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) financial years ending as on March 31, 2023.
- v) Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page.
- vi) Any Bidder falling under Micro and Small Enterprises (MSEs) category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer:

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

Note: - If the bidder does not furnish the above, the offer shall be processed construing that the bidder is not falling under MSE category.

e) **PRICE PART:**

Properly filled up **BILL OF QUANTITIES (BOQ)** is to be uploaded to CPPP's website. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.

f) The above 'TECHNO-COMMERCIAL PART' shall have to be forwarded to GM(P&P) at BBJ's Head office.

6. All costs and expenses incidental to the preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
7. **Works Contract are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012.**
8. **No deviation to the tender conditions shall be accepted. Conditional tenders shall be rejected, and no additional clause shall be entertained. All rights reserved upon BBJ in this regard.**
9. The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A tenderer, whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/ Offer to BBJ.

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10. **SPLIT/DISTRIBUTION OF SCOPE OF WORK**

BBJ reserve the absolute right to split/distribute the SCOPE OF WORK in respect of NUMBER & QUANTITY among the Techno-commercially qualified bidders as per BBJ's requirement and decision. However, in such case, the ratio will be 60%:40% between L1:L2 bidders, if L2 bidder matches the rate, terms and conditions of L1 bidder.

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

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

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

11. **PREFERENCE TO MAKE IN INDIA:**

The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P45021/2/2017-PP (BE-II) dated 16th September 2020, as amended from time to time up to Bid Due Date, shall be applicable to the bidding process and award of the contract shall be done accordingly.

Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.

12. **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):**

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 4th June 2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

13. **COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:

- a) An entity incorporated established or registered in such a country; or
- b) A subsidiary of an entity incorporated established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

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- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

14. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
  - b. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
15. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
16. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
17. Where no natural person is identified under (19) or (20) or (21) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
18. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
19. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Note:

- i. The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-A.
- ii. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

20. **CURRENCIES OF BID AND PAYMENT**

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

21. Firm price order: Price shall remain firm till completion of work as per order including modification thereof and no claim for variation in quantities, labour & materials prices etc. will be entertained.
22. All duties, taxes, fees and other levies except GST payable by the successful bidder under the contract or any other cause shall be included in the quoted prices.

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23. **VALIDITY OF TENDER**

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

24. **ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**

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

- 1) Work order
- 2) Letter of Award (LOA)
- 3) Schedule of Items, Rates & Quantities
- 4) Special Conditions of the Contract (SCC)
- 5) Technical Specifications (TS)
- 6) Scope of Work (SOW)
- 7) Drawings
- 8) Relevant Codes & Standards
- 9) Notice Inviting Tender
- 10) Instructions to the Bidders (IB)
- 11) General Conditions of Contract
- 12) Any other documents forming part of the Contract.

25. **Bidder should submit the documents in Hard Copy on or before as stipulated in "DATE & TIME SCHEDULE" to the address as mentioned above.**

**SCOPE OF WORKS**

1. **NAME OF WORK:**

Engagement of agency for fabrication of secondary structure for 30x30.5M Span steel through girder including Access Ladder, Trolley Refuge, Pathway & Hand Railing etc. with one coat of red oxide zinc Chrome primer & one coat of aluminium paint, loading-unloading etc., labour, tools & tackles, supply of paints, materials etc. as directed by the Engineer In-Charge.

Indicative scope described hereunder is only indicative in nature and shall be deemed to be inclusive of all items to be executed for successful completion of the work as per Specifications and Drawings.

**Indicative scope of work:**

Fabrication of secondary structure for 30x30.5M Span steel through girder including Access Ladder, Trolley Refuge, Pathway & Hand Railing including Cutting, Welding, Straightening, Drifting, Handling, Steering etc.

**Note:**

a) The drawing may be revised from time to time and the successful bidder has to make adjustment accordingly and will have no extra claim due to this.

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

The scope of work will include but not limited to the following and the quoted rate should take into consideration of the following:

- a) Fabrication of secondary structure for 30x30.5M Span steel through girder including Access Ladder, Trolley Refuge, Pathway & Hand Railing including Cutting, Welding, Straightening, Drifting, Handling, Steering etc.
- b) Necessary processing of raw materials including straightening, cutting of plates, sections & cleaning, handling & rehandling, etc.
- c) Cutting, welding, drilling, grinding, etc. as per approved drawing and specification with marking for assembly.
- d) Obtaining approval from BBJ and/or IRCON for the quality and workmanship of the fabricated structures will be the responsibility of the fabrication agency.
- e) Supply of paints as per IS:2074 (Ready Mixed Red Oxide Zinc Chrome Paint) & IS:2339 (Aluminium Paint) and as per the approved make.
- f) Fabrication and painting of components including cleaning followed by one coat of Ready Mixed Red Oxide Zinc Chrome Paint (IS:2074) followed for one coat Aluminium Paint (IS:2339) as per the approved specification.
- g) Making necessary arrangement for safety of worker and equipment.
- h) Rate should also include cutting of plates to flats, unequal angles to equal angles, reducing length of leg of angle/ flange of channels etc.
- i) Providing required number of workers for different types of work.
- j) Arrangement of labour, supervisor, welders, and engineer to deliver the job in time.
- k) If additional splicing is required, payment will be made as per Material list tonnage only.
- l) For fabricated structure all joint jigs, templates, Fixtures to be prepared with BBJ's free issue steel without any cost involvement.
- m) For fabricated jobs, the agency needs to maintain proper records as required by the inspection agency.
- n) All fabrication needs to be carried out strictly as per B1-2001 and technical condition laid down by the IRCON/ RDSO.
- o) Taking delivery of raw steel from BBJ's Ganga Bridge Project Site Yard, shifting to fabrication yard, handling, returning of all scrap & surplus material, shifting fabricated item to the painting shop/ yard.

**The bidder should visit our fabrication workshop at Ganga Bridge Project Site at Prayagraj to get themselves acquainted with the facilities available at workshop**



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**and also get themselves familiarized with the area and its surrounding environment.**

3. **SCOPE OF SUPPLY BY BBJ**

- a. Electricity and Water shall be provided free of cost.
- b. BBJ will provide crane facilities as per availability of the same.
- c. BBJ will provide all consumables such as MIG wire, drill bit, grinding wheel, required gasses, service bolts & nuts, drifts etc. required for fabrication work.
- d. Steel required for fabrication work.
- e. BBJ will provide all plants, equipment, tools, tackles, fabrication workshop, Chequered Plates (conforming to IS:3502), Raw Steel (Sections & Plates conforming to IS:2062 Grade-A), Pipes, Hollow Section etc. except angel grinding machine free of cost for fabrication work at fabrication site. Safe keeping of raw steel materials will be successful bidder's responsibility.

4. **WASTAGE & RECONCILIATION**

- a. **Wastage:** 0.5% of material list weight shall be allowed as irrecoverable wastage of steel in the process of fabrication work.
- b. **Reconciliation:** The fabricator shall prepare a reconciliation statement based on the cutting plan and materials issued. Overall wastage, including irrecoverable wastage, should be limited to 4.0% of the overall tonnage of fabrication work. Scraps and off cuts should be returned to the designated place at the fabrication workshop. In case of more wastage Site In-Charge will certify that wastage is not on account of successful bidder's fault.

**SPECIAL CONDITION OF THE CONTRACT**

1. **DEFINITIONS AND INTERPRETATION:**

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

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

2. **ELIGIBILITY CRITERIA**

**A. Technical Criteria:**

Experience in carrying out at least one similar work of any value, i.e. successfully completed or substantially completed (not less than 75% of the order value) during the last seven years ending last day of month previous to the one in which the tender is invited.

**Note:**

- (i) Similar work shall mean **"fabrication of steel structural components"**.
- (ii) Ongoing/ Completion certificate from the Client/End User need to be submitted.

**B. Financial Criteria:**

- a. Average Annual financial turnover during the last 03 (three) years, ending 31<sup>st</sup> March of the previous financial year (2020-21, 2021-22 & 2022-23), should be at least **₹7.65 lakh or above**.
- b. Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

3. **TECHNICAL SPECIFICATION**

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

4. **WORKMANSHIP:**

The workmanship for the fabrication operations, Testing, Material shifting etc. shall be closely monitored by the successful bidder's supervisory staff as per the specification and as directed by Engineer/ Engineer in-charge of BBJ/ IRCON and/or RDSO and/or any other authorised agency of IRCON. Any work done by the successful bidder, is found unsatisfactory or major mismatch is observed at the time of erection at site that should be rectified/ redone as per the instructions, immediately after notifying to the successful bidder. If the successful bidder fails to do so and the same is done by IRCON and IRCON deducts the cost pertaining to the same from BBJ then BBJ will also recover the same amount from any due payment of the Agency. **Any rejection on grounds of quality shall be re-done at the successful bidder's cost.**

5. **QUANTITY OF WORK TO BE EXECUTED**

Total quantity of the work as per Bill of Quantity (BOQ) can vary up to 30% (thirty percent) but the unit rate finalized will not change up to the completion of the project.

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(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT No.: eNIT/FAB/SECONDARY-STR/2155/10-2024

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6. **DURATION OF WORK**

**Time is the essence of this contract. Duration of work is 03 (three) months**, and the date of commencement will be considered the date of issue of Letter of Acceptance (LOA) or Work Order, whichever is earlier.

Company (BBJ) reserves the right to terminate the Letter of Acceptance (LOA) and/or Work Order and forfeit the Earnest Money Deposit/ Security Deposit/ Performance Bank Guarantee if Agency fails to start the work within 10 days from date the date LOA.

**Note:**

If the overall completion schedule needs to be extended due to any reason which is solely beyond the control of the successful bidder, the said extension of the completion schedule shall be granted without L.D. subject to the receipt of an extension of the completion schedule by BBJ from IRCON without L.D. In case of any confusion, the decision of BBJ shall be final and conclusive.

7. **PLACE OF WORK:**

The Braithwaite Burn And Jessop Construction Company Limited  
(A Govt. of India Enterprise)  
Ganga Bridge Project,  
Katka Road (Old G.T. Road),  
Near Jhunsi IRCON Station,  
PO: Jhunsi, Dist: Prayagraj,  
Pin: 211019 (UP).  
**GST No.: 09AAACT9760B1ZA**

8. **VALIDITY**

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

9. **TAXES & DUTIES**

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

10. **GOODS AND SERVICE TAX (GST)**

- i) The successful bidder shall be liable to pay all applicable taxes [**excluding Goods and Service Tax (GST)**] or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, as applicable, separately in the bill/ invoice/ debit/ credit notes. Successful bidder shall quote their GST Identification No. (GSTIN) in all its bills/invoices/ debit/credit notes.
- ii) The successful bidder has to provide a proper invoice/ debit/ credit notes bearing QR Code wherever applicable in the form and manner prescribed under rules of the GST Act/ rules containing all the particulars mentioned therein. In the event the successful bidder fails to provide the invoice/debit/credit notes in the form and manner prescribed under GST, then in the event of such non-compliance of the GST Act/Rules, the successful bidder shall be liable to indemnify for any losses to the Company.
- iii) The successful bidder shall raise their tax invoice in the regular interval as per contract condition and upload their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from Bidder's bill.
- iv) The successful bidder shall upload/ submit/ report all supply invoices/ debit/ credit notes details in the form of prescribed statements/returns on the GSTN portal on or before the prescribed due dates date as per GST act/rules. The successful bidder shall pay the balance payable GST amount against supplies made to the Company on a monthly basis

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- within due date from the appointed date regularly. Successful bidder shall reconcile the differences/ mismatches in submissions on GSTN portal if any before submission of their final monthly return.
- v) The successful bidder shall issue a credit note or debit note (if any) with reference to an original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from the Company and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. Successful bidder shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Company promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest etc. arises due to non-compliance by the successful bidder, the same shall be reimbursed by the successful bidder to the Company. In case the successful bidder disqualifies in any of the above, please note that the input tax credit (GST) shall not be available to the Company and the Company has right to hold the GST amount without any intimation until the matter get resolved and credit is available to the Company.
- vi) In the event where the input tax credit of the GST charged by the successful bidder is denied by the tax authorities to the Company, the Company shall be entitled to recover such amount from the successful bidder by way of adjustment from the next tax invoice/debit note. In addition to the amount of GST, the Company shall also be entitled to recover from the successful bidder interest along with applicable penalty imposed on the Company under GST laws. It is further agreed that in case the successful bidder fails to charge GST, if applicable, on the services/activities forming part of this agreement, at the time of raising invoices; the Company shall not be liable or responsible for reimbursing such tax, at any later date.
- vii) The Company reserves the right to change the aforesaid GST/ Tax terms and conditions as notified from time to time by Government of India or respective State Governments. It is further clarified that all payments under this agreement shall be subject to withholding taxes, if applicable.
- viii) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e., SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.

**11. NEW LEVIES/ TAXES**

In case Government imposes any new levy/tax or modifies rate of existing taxes including GST after awarding of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax applies to this contract.

**12. SUBMISSION OF BILLS, MEASUREMENTS AND PAYMENTS**

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

**The successful bidder shall be paid for the works executed in the accepted schedule of rates and according to the terms of payment of this order and the measurements taken by the Engineer-In-Charge or Engineer-In-Charge's representative as per theoretical weight of steel components as per actual shape and size where unit is MT.**

- i. **80% (eighty percent)** of the accepted rate with proportionate GST will be released within 45 (forty-five) days after fabrication of secondary structure in black condition complete in all respect as per approved drawing/ material list and duly inspected by BBJ.

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- ii. **15% (fifteen percent)** of the accepted rate with proportionate GST will be released within 45 (forty-five) days after inspection and passing by IRCON and/or their authorized agency.
- iii. **Balance 5% (fiver percent)** of the accepted rate with proportionate GST will be released within 45 (forty-five) days after reconciliation of raw steel issued by BBJ.

The amount payable to the fabricator/ successful bidder against the final bill shall be released only on submission of the following document.

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

**13. FREE ISSUE AND RECONCILIATION OF RAW STEEL**

Raw steel will be supplied by BBJ **against the Bank Guarantee of the requisite value of steel** to run the work smoothly as the work will be carried out at the successful bidder/ fabricator's premises.

Successful bidder should initially submit a bank guarantee (as per prescribed format of BBJ) of amount Rs.5.0 (five) crore or in proportionate amount as per the actual quantity of work allocated, if the whole work is split among more bidders, issued by any Nationalised or schedule Bank within 15 (fifteen) days of receipt of Letter of Acceptance (LOA) and before the start of the lifting of steel materials, otherwise, LOA shall stand cancelled and EMD amount will be forfeited. Subsequently, the further bank guarantee will be submitted as per the schedule of supply of steel to be commensurate with the fabrication programme.

Safekeeping of raw steel materials will be the successful bidder's responsibility. The steel and other free issue material supplied by BBJ will be used in the BBJ job only. Under no circumstances, the material supplied by BBJ shall be used in works other than BBJ. If it is found, then the value of the material with 2 times that value as penal charges shall be recovered from the successful bidder.

- a) **Wastage: 0.5% (half percent)** of material list weight shall be allowed as wastage of steel in the process of fabrication work. The cutting plan of the materials will be issued by BBJ and to be followed accordingly.
- b) Cutting of plates will be based on the cutting plan given by BBJ and maximum wastage allowed is up to **4% (four percent)** including irrecoverable wastage, however, higher wastage may be allowed at the sole discretion and certification of Engineer-in-charge certifying with detail why more wastage has taken place with the proper record.
- c) **Reconciliation:** The fabricator shall prepare a reconciliation statement as per the following table and got the same approved by BBJ.

Sl. No.	Raw steel received from BBJ	Steel consumed in fabrication work = Material List weight of girders + 0.5% of Material List weight of girders as irrecoverable wastage	Quantity of steel to be returned by the fabricator to BBJ
(a)	(b)	(c)	(d) = (b) - (c)

Reconciliation of steel shall be done on completion of 50% of fabrication and subsequently on completion of the entire scope of work. Reconciliation of steel shall be deemed to be completed only after receipt of surplus steel as indicated in column (d) above to BBJ's designated place.

The successful bidder shall be liable to return all surplus steel beyond the said quantity to BBJ in the form of scrap and off cut and full-length steel within 3 months from the date of completion of the work. If the successful bidder fails to return the aforesaid surplus steel, BBJ shall recover the cost of surplus steel based on the prevailing market price on or about the date of completion plus the cost of transportation of steel from the successful bidder's workshop to BBJ's premises in Kolkata/ other place plus clerkage charge @ 5% of the total value of steel and transportation cost thereof.

**Definition of Scraps & Offcuts:**

Sections: Anything less than 1m will be considered as Scrap and more than 1m & above it will be considered as Offcuts.

Plate: Anything less than 0.25 Sqm. will be considered as Scrap otherwise Offcuts.

**Bidders should visit the site locations before quoting the rate for the assessment of accessibility to FOB points for delivery of finished components.**

**14. PERFORMANCE GUARANTEE**

- i) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to **5% (five percent)** of the contract price/ value of work order either by Bank Draft/ NEFT/ RTGS or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank of India in the prescribed format of BBJ with due validity period and claim period of 180 days. The aforesaid Bank Guarantee should be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the Performance Guarantee is not submitted within 21 days.
- ii) Provided further that after receipt of a specific formal request letter (in writing) from the successful bidder with valid justification/ reason for their non-submission of Performance Guarantee within the stipulated period, the said period of 21 (twenty-one) days for submission of Performance Guarantee may be extended at the sole discretion of the Competent Authority of BBJ. In such event of extension, a penal interest of 12% (twelve percent) per annum on Performance Guarantee value shall be charged for the delay beyond 21 (twenty-one) days, i.e., from 22nd day after the date of issue of LOA and up to the actual date of submission. In case the successful bidder fails to submit the Performance Guarantee even within the extended period, as aforesaid, the bid of the successful bidder shall be liable for rejection by the BBJ administration, and the LOA shall stand withdrawn.
- iii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the successful bidder shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- iv) In case the successful bidder fails to submit the requisite Performance Guarantee within the stipulated period as mentioned in the above paragraphs, the bid may consequentially be cancelled by BBJ, and the LOA shall stand withdrawn. The defaulting successful bidder shall be debarred from participating in Re-Tender for that work and his EMD/ SD/ PG/ RA Bills shall be encashed/ invoked/ forfeited. In this regard, the decision of the Competent Authority of BBJ shall be final.
- v) The formal Order shall be issued/ contract agreement (if any) shall be executed within a reasonable time only after receipt of Performance Guarantee from successful bidder. Till such time the order is issued/contract agreement (if any) is executed the successful

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- bidder shall execute the work on the strength of LOA, but no payment shall be made to the successful bidder without order/ contract agreement. In the event the bid is cancelled by BBJ, and LOA is withdrawn accordingly due to non-submission of Performance Guarantee, the successful bidder shall have no right to claim on the executed work if any as aforesaid or any other claim whatsoever.
- vi) The value of Performance Guarantee originally submitted by the successful bidder need not be changed for a variation of contract price/ order value up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 5% (five percent) as applicable for the excess value over the original contract value shall be deposited by the successful bidder within 21 days from the date of receipt of intimation from BBJ.
- vii) The Performance Guarantee shall be released after physical completion of the work plus after completion of 60 days thereafter based on 'Completion Certificate' issued by BBJ stating that the successful bidder has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period/ defect liability period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.
- viii) Whenever the contract is rescinded by BBJ due to failure of the successful bidder, the EMD/ Security Deposit of the successful bidder shall be forfeited, and their Performance Guarantee shall also be encashed. The balance work shall be got done independently without risk & cost of the failed successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work. If the failed successful bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- ix) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the LOA/ Contract (notwithstanding and/or without prejudice to any other provisions in the LOA/ Contract Agreement) in the event of:
- (a) Failure by the successful bidder to extend the validity of the Performance Guarantee as described herein above, in that event BBJ may claim the full amount of the Performance Guarantee from the successful bidder.
- (b) Failure by the successful bidder to pay BBJ any amount due, either as agreed by them or determined under any of the Clauses/ Conditions of the LOA/ Order/ Contract Agreement, within 30 days of the service of notice to this effect by BBJ.
- (c) In the event of the LOA/ Contract being rescinded by BBJ under provisions of any of the clause/ condition of the LOA/ Order/ Contract Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

15. **SECURITY DEPOSIT:**

As security for proper and faithful fulfilment of the obligation under the order, Security Deposit equivalent to **5% (five percent)** of the total Contract Value shall be deducted and should be kept valid till completion of entire contract period plus 06 (six) months i.e., up to end of Defect Liability Period. Security Deposit shall be in the following manner.

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

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

- (i) Security Deposit for work should be **5% (five percent)** of the Contract value and shall be recovered from the R/A bill.

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- (ii) The rate of recovery should be at the rate of **10% (ten percent)** of the gross R/A bill amount till the full security deposit is recovered.
- (iii) Security deposits will be recovered only from the bills of the contractor and no other mode of collecting SD such as SD in the form of instruments like BG etc., shall be accepted towards security Deposit.

**Security Deposit shall be returned to the contractor after successful completion of entire Order plus 06 (six) months i.e., after the end of Defect Liability Period** and subsequent to the following:

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

16. **WORKING HOURS**

The fabricator/ sub-contractor/ the successful bidder has to work for 24 hrs to achieve the target. Adequate staff, supervisors, operators shall be provided by the fabricator/ sub-contractor at his own cost. The fabricator/ sub-contractor/ the successful bidder will take care of all local, Regional, National level issues and the environment for the workshop. In this regard compliance with Labour Laws as are applicable is to be ensured.

17. **WATCH & WARD**

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

18. **INSURANCE**

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

19. **DEFECT LIABILITY PERIOD**

The successful bidder shall fully guarantee all work as per the scope of this tender/ order perform strictly in accordance with the drawings, specifications etc. The work shall be free from all defects. Should any work be not performed as intended or proved defective **within a period of 06 (six) months from the completion of the entire work**, the work shall upon notification of deficiency/ defect be promptly rectified by the successful bidder to the satisfaction of IRCON and/or RDSO and/or any other Inspection Agency appointed by IRCON without any delay and at no extra cost to BBJ.



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If the successful bidder fails to effect proper replacement within a reasonable time of receipt of BBJ's notification to this effect, BBJ shall be free to take any corrective action against the successful bidder.

20. **EMPLOYEES COMPENSATION INSURANCE**

The successful bidder shall submit proof of Employees Compensation Policy for all their workmen/ supervisors and any other person whom the successful bidder will deploy for our Project work before the commencement of the work.

Workmen's Compensation: WC Policy/ Insurance shall be affected for all the employees of the successful bidder. If any of the work is sublet, the successful bidder shall require their Sub-Contractor to provide workmen's compensation for the latter's employees, if such employees are not covered under the Sub-Contractor's Insurance.

21. **PROVIDENT FUND**

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

22. **STATUTORY COMPLIANCE**

The successful bidder shall ensure strict compliance with all applicable labour laws including Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Payment of Bonus Act, Contract Labour (Abolition & Regulation) Act, E.S.I. Act (if applicable i.e., in case the number of workmen & supervisors is 10 or more, registration under ESIC is statutory), P.F. Acts, Industrial Safety regulations, laws pertaining to use/storage of explosives for the work. The successful bidder shall submit to BBJ the required documents as proof.

23. **DOCUMENTATIONS**

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

24. **CONFIDENTIALITY OF DOCUMENTS**

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

25. **SUBLETTING OF WORK**

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

26. **INSPECTION OF WORKS**

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

27. **ORGANIZATION CHART**

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

28. **SAFETY AND ENVIRONMENT AT SITE**

- a) The successful bidder shall strictly abide by all safety standards, specification, practices, rules and regulations in construction and also the instruction of our safety (EHS) Engineer. Any kind of unsafe action or unsafe method of work by The Agency's workmen, which may lead to injury to the successful bidder's workmen, will be viewed seriously and penalty for the same will be levied on the successful bidder for such unsafe actions.
- b) The successful bidder will be responsible for the safety of their staff and employees of other agencies working in the successful bidder's area of operation.
- c) The successful bidder shall delegate the responsibility of implementation of safety rules to one of the successful bidder's staff.
- d) All safety appliances required like safety helmets, safety belts, shoes, retro reflective jackets and other Safety PPE, etc., shall be arranged by the successful bidder at their cost.
- e) In the event of non-availability of such safety gadget at required point of time, we may, at the sole discretion of the Site in charge, procure such gadgets and issue the same to the successful bidder on chargeable basis on actual plus 20% overhead charges.
- f) The successful bidder's authorized representative shall attend all safety meetings convened by site safety (EHS) Engineer and abide by his instructions and follow the site safety practices without failure.
- g) Night working: Utmost care shall be taken during night operations with proper illuminations and safety.
- h) Necessary COVID-19 precautionary measures have to be complied with by the successful bidder.

29. **GENERAL:**

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

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

30. **LIQUIDATED DAMAGES**

- a) The time for the execution of the work shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract.
- b) If the successful bidder fails to complete the works within the time as specified in the contract for the reasons not attributable to the contractor, BBJ may, if satisfied, allow the successful bidder to complete the work for further extension of time without imposing LD.
- c) If the successful bidder fails to complete the works within the time as specified in the LOA/ contract for the reasons attributable to the contractor, BBJ allow, if satisfied that the works can be completed within reasonable short time thereafter, the successful bidder for further extension of time. On such extension, BBJ will recover from the bills of successful bidder, as agreed damages, **a sum equivalent to ½ (half) of 1% of the contract value per week or part of the week** of any supplied equipment/services not delivered within stipulated time period or total order value in case where part delivery is of no use, subject to maximum limit of **10% for contract value up to 2 (two) lakh and 5% for contract value above 2 (two) lakh**.
- d) For the purpose of this Clause, the contract value of the works shall be taken as value of work as per LOA/ contract agreement including any supplementary work order / contract agreement issued.
- e) Provided further, that if BBJ is not satisfied that the works can be completed by the successful bidder and in the event of failure on the part of the successful bidder to complete the work within further extension of time allowed as aforesaid, BBJ shall be entitled to encash the successful bidder's Security Deposit and Performance guarantee and also rescind the LOA/ contract, whether or not actual damage is caused by such default. In that event BBJ shall be entitled also to claim compensation against such loss/ damage from successful bidder.

31. **TERMINATION OF CONTRACT**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies for which the present successful bidder herein shall be liable to pay all the incidental & extra cost to BBJ. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful bidder for any ground whatsoever.

The successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

The defaulting successful bidder shall not be issued any completion certificate for the contract.

All the statutory obligations including maintaining the all other local rules & regulations/ rules of local Govt. bodies should be abide & complied by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful Bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.) and the decision of BBJ in this respect shall be final.

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful bidder does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the BBJ, then BBJ shall be entitled after giving 48 hours' notice in writing to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

32. **RESOLUTION OF DISPUTES AND ARBITRATION**

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

If a party is dissatisfied with the decisions/ recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by a notice in writing to the Competent Authority of BBJ clearly evince the intention to refer the disputes and differences that have arisen between the parties to Arbitration by constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated/ cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड  
**The Braithwaite Burn And Jessop Construction Company Limited**  
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT No.: eNIT/FAB/SECONDARY-STR/2155/10-2024

DATE: September 19, 2024

The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.

It is also agreed by the parties that the Arbitration Proceedings shall be conducted in English language. The venue of Arbitration shall be Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

33. **NON-SCHEDULE ITEM OF WORK**

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

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

34. **IMPORTANT NOTES.**

(A) BBJ reserves the right to:

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

(पार्थ नंदी / PARTHA NANDY)  
मुख्य प्रबंधक (परियोजना) / CHIEF MANAGER (PROJECT)

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड  
**The Braithwaite Burn And Jessop Construction Company Limited**  
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT No.: eNIT/FAB/SECONDARY-STR/2155/10-2024

DATE: September 19, 2024

**ANNEXURE-I**

**FORMAT**

**CERTIFICATE**

(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

REF.:

DATE:

SUB: DEPLOYMENT OF WORKMEN FOR FABRICATION WORK  
OF CHHATTISGARH PROJECT AT PRAYAGRAJ STATE

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

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

(Authorized Signatory)  
Signature with Office Seal

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड  
**The Braithwaite Burn And Jessop Construction Company Limited**  
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT No.: eNIT/FAB/SECONDARY-STR/2155/10-2024

DATE: September 19, 2024

**Annexure-A**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

\_\_\_\_\_  
(Write Name and Designation of Officer of BBJ inviting the Tender)  
The Braithwaite Burn And Jessop Construction Co. Ltd.  
(A Government of India Enterprise)  
27, Rajendra Nath Mukherjee Road,  
Kolkata – 700001

Dear Sir,

Sub: **Declaration by Authorized Signatory regarding Authenticity of submitted documents.**

Ref: 1) NIT/Tender Enquiry No. & Date: .....  
2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by The Braithwaite Burn And Jessop Construction Co. Ltd.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BBJ shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of The Braithwaite Burn And Jessop Construction Co. Ltd.

Yours faithfully,

**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

**Date:**