

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED

(A Government of India Enterprises)

eNIT/DGM(P-V)/Metallizing/Painting/2154/3135/70-2021

Dated: 03.12.2021

27, RAJENDRA NATH MUKHERJEE ROAD,
KOLKATA- 700 001, West Bengal.

Ph: +91-33-2248 5841-44; Fax: +91-33-2210-3961;

WEB SITE: www.bbjconst.com; Email: info.bbjconst@bbjconst.com;

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|-------------------|---|-------------|-------------------|
| TENDER NO. | eNIT/DGM(P-V)/Metallizing/Painting/2154/3135/70-2021 | DATE | 03.12.2021 |
|-------------------|---|-------------|-------------------|

NOTICE INVITING e-TENDER

e-Tender under the **two-bid system** (i.e. "Techno-Commercial Part" & "Price Part") are invited from Agencies for carrying out work Grit/ Copper Slag Blasting, Metalizing And Painting of Girder Component of 16X76.2M Welded Span Truss Girder at Allahabad as per details hereunder:

| | | |
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| 01. | NAME OF THE WORK | GRIT/ COPPER SLAG BLASTING, METALLIZING AND PAINTING OF GIRDER COMPONENT OF 16X76.2M WELDED SPAN TRUSS GIRDER AT GANGA BRIDGE SITE, ALLAHABAD/ PRAYAGRAJ AS PER TECHNICAL SPECIFICATION. |
| 02. | COMPLETION PERIOD | 10 (TEN) MONTHS INCLUDING MONSOON SEASON FROM THE DATE OF ISSUE OF LETTER OF AWARD (LOA). |
| 03. | COST OF TENDER DOCUMENT (NON-REFUNDABLE) | Rs.5,000/- (RUPEES FIVE THOUSAND ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENTS WITHOUT THE COST OF TENDER SHALL BE REJECTED. MSME/ NSIC/ SSI units (REGISTRATION SHOULD BE VALID AT LEAST UP TO TENDER OPENING TIME) FOR THE BOQ ITEMS ARE EXEMPTED FROM PROVIDING COST OF TENDER SUBJECT TO SUBMISSION OF DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP. COPY OF UAM CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED. |
| 04. | EARNEST MONEY DEPOSIT (EMD) | Rs.10,00,000/- (RUPEES TEN LAC ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENTS WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. MSME/ NSIC/ SSI units (REGISTRATION SHOULD BE VALID AT LEAST UP TO TENDER OPENING TIME) FOR THE BOQ ITEMS ARE EXEMPTED FROM PROVIDING COST OF TENDER SUBJECT TO SUBMISSION OF DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP. COPY OF UAM CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE |

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| | | <p>ENTERTAINED.</p> <p>FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST.</p> <p>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 MAINTENANCE/ DEFECT LIABILITY PERIOD.</p> | |
| 05. | SECURITY DEPOSIT | <p>5% (FIVE) OF CONTRACT VALUE. SECURITY DEPOSIT WILL BE DEDUCTED FROM EACH CERTIFIED R/A BILL VALUE. SECURITY DEPOSIT WILL BE RETAINED UP TO COMPLETION OF THE MAINTENANCE/ DEFECT LIABILITY PERIOD.</p> | |
| 06. | PERFORMANCE BANK GUARANTEE (PBG) | <p>SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT A PERFORMANCE BANK GUARANTEE (FORMAT WILL BE PROVIDED LATER TO THE SUCCESSFUL BIDDER) AMOUNTING TO 3% (THREE PERCENT) OF THE TOTAL CONTRACT VALUE, ISSUED BY ANY NATIONALISED BANK/ SCHEDULED BANK IN INDIA WITHIN 45 (FORTY-FIVE) DAYS OF ISSUE OF LETTER OF AWARD (LOA). THE PERFORMANCE BANK GUARANTEE SHALL REMAIN VALID UP TO THE COMPLETION OF THE ENTIRE WORK PLUS 60 (SIXTY) DAYS.</p> | |
| 07. | MODE OF SUBMISSION | <p>ONLINE THROUGH E-PROCUREMENT SYSTEM IN CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT https://eprocure.gov.in/eprocure/app. ONLY EMD, COST OF TENDER ALONG WITH HARDCOPY OF TENDER DOCUMENT (WITHOUT PRICE PART), ARE TO BE SUBMITTED AT BBJ'S HEAD OFFICE BEFORE OPENING DATE OF TECHNICAL BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED ONLY ON CPP'S WEBSITE & BBJ'S WEBSITE AND NOT TO BE PUBLISHED IN ANY NEWSPAPER.</p> | |
| 08. | DATE & TIME SCHEDULE: | DATE OF PUBLISHING OF TENDER DOCUMENT | 03.12.2021 |
| | | DOCUMENT DOWNLOAD START DATE | 03.12.2021 - 10:00 HRS |
| | | START DATE OF UPLOADING OF e-BID | 17.12.2021 - 10:00 HRS |
| | | END DATE FOR UPLOADING OF e-BID | 23.12.2021 - 15:00 HRS |
| | | DATE OF OPENING OF TECHNICAL e-BID | 24.12.2021 - 15:00 HRS |
| | | DATE OF OPENING OF FINANCIAL BID | To be notified later |

(A. NEOGI)
DGM(P-V)

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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 website (<https://eprocure.gov.in/eprocure/app>) in Clause 2 of Guideline to the bidder. DSC is given as a USB e-Token.

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

Bids are to be submitted online through the e-Procurement system of 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 in both in figures and words. No overwriting, use of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry legibly. Both the correction and new entry are to be signed and sealed with Company's seal. In the event of any difference between the figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender.
- b. The Tender shall be signed by the person legally authorized to enter into 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 DGM(P-V) at BBJ's Head office in a sealed envelope, superscribing "TENDER NOTICE NO." & "FEE PART":
 - i) **Earnest Money Deposit (EMD) of Rs.10,00,000/-** (Rupees ten 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

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successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the entire job, without any interest.

- ii) **Cost of Tender (Non-refundable) of Rs.5,000/-** (Rupees five thousand only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata".

Bank Details for NEFT/ RTGS:

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

PS: In the case of EMD & Tender Fee submitted through NEFT/ RTGS, necessary documents need to be uploaded 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 DGM(P-V) at BBJ's Head office in a sealed envelope, superscribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL PART:

- i) Bidder's **EXPERIENCE CERTIFICATE** pertaining to required job/ similar nature of the job as per Eligibility Criteria.
ii) Other documents in support of Eligibility Criteria of this tender.
iii) Signed copy of PAN, Goods & Service Tax (GST) registration certificates.
iv) Signed copy of Provident Fund & Employees State Insurance (ESI) Registration Certificate.
v) Copy of acknowledgement of filing of GSTR-1 and GSTR-3B for the current financial year up to the month of tender.
viii) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) years ending as on 31/03/2020.
ix) Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page.

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 DGM(P-V) at BBJ's Head office.

6. **EXEMPTION FOR MICRO & SMALL ENTERPRISES:**

- (a) MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of the declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.

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- (b) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given the following benefits:
- (i) Exemption from payment of the cost of tender document
 - (ii) Exemption from payment of Earnest Money Deposit
- (c) Firms registered with NSIC under its "Single Point Registration Scheme".

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

7. INTEGRITY PACT:

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

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

Shri S. Srinivasan

IAS (Retd.)

Flat No. D 5 - 107, Block No. 5,

V Floor, Kendriya Vihar,

B.B. Road (Bangalore - Bellary Road), Yelahanka,

Bangalore - 64

Karnataka

Email: s.srinivasan1980@gmail.com

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

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be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/ Offer to BBJ.

11. SPLITTING OF SCOPE OF WORK

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

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

Order quantity will be reviewed periodically by BBJ and considering the status of production, quantities may be revised/ reduced as per BBJ's requirement to suit the project work. BBJ's decision, in this regard, will be final and binding on the contractor and no claim will be entertained on this account.

12. CURRENCIES OF BID AND PAYMENT

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

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

14. 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.

15. VALIDITY OF TENDER

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

16. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

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

- 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)

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- 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.

17. Bidder should submit the documents in Hard Copy (except Financial Part) on or before as stipulated in "DATE & TIME SCHEDULE" to the address as mentioned above.

SCOPE OF WORK

1. JOB CONTENT:

(IN GENERAL, BUT MAY NOT BE LIMITED TO)

(A) GRIT/ COPPER SLAG BLASTING, METALLIZING AND PAINTING (PAINT WILL BE SUPPLIED BY BBJ FREE OF COST) OF GIRDER COMPONENT OF 16X76.2M WELDED SPAN TRUSS GIRDER AT ALLAHABAD AS PER TECHNICAL SPECIFICATION.

Girder components need to be blasted with Grit/ Copper Slag, aluminium metalized and then painted with one coat of Wash Primer to IS: 5666 followed by one coat of Zinc Chrome Primer to IS:104 followed by one coat of Aluminium paint to IS:2339. Grit/ Copper Slag should be granular in shape and free from silica/ sand.

The job is to be carried out in accordance with the BOQ and as advised by our site-in-charge and also consists of the following:

- (i) Establishing successful bidder's own Site Office, Store & Security arrangement at site duly approved by Engineer-In-Charge of BBJ. Making necessary arrangements at the site to ensure all safety and security of site personnel, Plant & Machineries, materials etc.
- (ii) Receipt of fabricated members from BBJ at Metallising/ Painting Yard and laying/ stacking the items properly & safely.
- (iii) Grit/ Copper Slag Blasting, Metallising and Painting as per requirement and as per technical specification.
- (iv) Marking on the members as per instructions of Engineer-In-Charge of BBJ.
- (v) To undertake all testing as specified in the Technical Specification of this tender document.
- (vi) Arranging necessary inspection and getting the subject work approved by BBJ/ RVNL or their Authorised Representative.
- (vii) All cost and expenses incidental to pre-tender site-visit, pre-award discussion with BBJ shall be to the account of the tenderer & BBJ shall bear no liability on such cost expenses.
- (viii) During sandblasting the surface is to be thoroughly cleaned & roughened by compressed air with suitable abrasive material & grade of blasting confirming to IS-9954.
- (ix) Handling of the girder to be done by sub-contractor.

(B) SCOPE OF SUPPLY OF THE SUCCESSFUL BIDDER:

(TO BE INCLUDED IN THE QUOTED PRICE)

- (i) All labours, tools and tackles, materials (except Paints) required for the execution of the subject work as mentioned in BOQ;
- (x) Execution and Supervision for the subject work.
- (ii) Materials (except Paints) as per enclosed technical specifications are to be procured from manufacturers approved by BBJ/RVNL and no claim will be entertained in this account.
- (iii) Supplying of materials like Aluminium Wire with MTC, LPG, Oxygen & Other Gases, Grit/Copper Slag, Tools & Tackle, etc. for the proper execution of the work.

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- (iv) Supplying of equipment like a Compressor with diesel, Metallizing Gun, Painting Gun, Tank for Grit/Copper Slag etc. for the proper execution of the work.
- (v) Providing thickness measuring gauge as specified in Technical Specification of this tender document. Two numbers of such machines are also to be supplied to BBJ free of cost.

(C) SCOPE OF SUPPLY OF BBJ:

(FREE SUPPLY BY BBJ TO THE SUCCESSFUL FOR THE JOB)

- (i) Shed for sandblasting, metalizing & painting, dip lorry, crane with operator for handling fabricated/ blasted/ metalized/ painted components.
- (ii) Only land near the project site, if available, will be provided for the accommodation of the successful bidder's labour. Accommodation of the workers/ supervisor etc. to be arranged by the successful bidder.
- (iii) All types of Wash Primer/ Etch Primer, Yellow Zinc Chromate Primer and Aluminium paints will be provided by BBJ.
- (iv) Electricity at one point will be provided by BBJ. Electricity charges @ ₹50/- per sqm. of the work shall be recovered from the successful bidder in case an electrically operated compressor, metalizing gun and painting gun are used during the work.
BBJ will not ensure power supply or its backup and the successful bidder must maintain its own resources for power supply for the execution of work.
- (v) Water supply from one point at the site will be provided by BBJ.

TECHNICAL SPECIFICATION

1. PAINING

Specifications for metallising and painting of bridge girders shall be as per IRS: B1-2001.

1.1 SURFACE PREPARATION (FOR ALL TYPES OF PAINTING & METALLISING)

The surface of all components/ members of the superstructure shall be prepared as per the following provisions before application of the first coat of paint/primer or before Metallising.

- (a) The surface should be clean, dry and free from contaminants and it should be rough enough to ensure adhesion of the paint film. However, it should not be so rough that the film cannot cover the surface peaks.
- (b) The cleaning of the surface shall be done initially with the use of emery paper, wire brushes, scrapers etc. for spot cleaning to remove rust scale etc. Subsequently, Grit/Copper Slag blasting of the surface shall be done to remove rust, mill scale along with some of the base metal. This will be achieved by the high-velocity impact of abrasive material against the surface in accordance with the relevant codal provision, which will also create a base for good adhesion. The abrasive material once used for cleaning a heavily contaminated surface cannot be reused re-screened. The material specifications and other requirements shall be as provided in the Indian Railways Bridge Manual, 1998 or its latest version or any other IS codal provision.
- (c) Technical specification of RDSO & RVNL to be used.
- (d) Surface after blasting should be comparative to Sa 2½.

1.2 METALLISING AND PAINTING OF STEEL STRUCTURE OF THE BRIDGE:-

- (a) All the components of girders shall be metalized as per IRS specifications.
- (b) The sprayed coating shall be applied as soon as possible after surface preparation. The wire method shall be used for the purpose of metallising, the diameter of the wire being 3mm or 5mm as approved by the Engineer.
- (c) The composition of the aluminium to be sprayed shall be in accordance with BS:1475, material 1-B(99.5%) aluminium otherwise as per IS:739 and IS:2590. However, the selection of metal for spraying i.e. Zinc or aluminium shall be subject to final approval by the Engineer.
- (d) Specification thickness of coating shall be applied in multiple layers and in no case less than 2 passes of the metal spraying unit shall be made over every part of the surface. The surface after spraying shall be free from uncoated parts of lumps of loosely spattered metal.
- (e) At least one layer of the coating must be applied within four hours of blasting and the surface must be completely coated to the specified thickness within 8 hours of blasting.
- (f) Minimum thickness of metal coating applied shall be 110 microns and average thickness shall be 150 microns. The metal coating shall be checked for thickness by an approved magnetic thickness measuring gauge. At least one reading for each sqm of the area painted shall be taken. The calibration of the gauge shall be checked against a standard of similar thickness with an accuracy of 10%.

- (g) For the measurement of dry film thickness, the following instruments may be used by the contractor. Dry film thickness is to be measured as described in Appendix-VII of IRS B1-2001.
 - (i) Electronic coating thickness gauge.
 - (ii) Elcometer (magnetic thickness gauge) Dial type.
 - (iii) Surface profile gauge.
- (h) Any oil, grease or other contaminants should be removed by thorough washing with suitable thinner until no visible traces exist and the surfaces should be allowed to dry thoroughly before application of paint. The coatings may be applied by brush or spray. If sprayed, pressure type spray guns must be used. One coat of etch primer to IS:5666 shall be applied first. After 4 to 6 hours of the application of the etch primer, one coat of Zinc chrome primer to IS:104 with the additional provision that Zinc chrome to be used in the manufacture of primer shall conform to type 2 of IS:51 shall be applied.
- (i) The third coat shall be Aluminium paint conforming to IS:2339. The girder parts shall be dispatched to the site after the third coat (i.e. first finishing coat or cover coat).

1.3 PAINTING OF OTHER COMPONENTS/PARTS OF GIRDERS

Protective coatings by paintings as per the following painting schedule may be applied with the approval of the Engineer:-

- (a) Primer Coat: One coat of Etch primer as per IS Code IS:5666 followed by one coat of ready mixed zinc chromate primer as per IS:104;
- (b) Finishing Coat: One coat of Aluminium paint as per IS:2339 shall be applied over the primer coats.
- (c) Thickness of Coat: Etch primer should be 8-10 microns, Zinc Chromate 30-35 microns and Aluminium should be 20-25 microns.

1.4 INSPECTION:

Adhesion: The sprayed metal coating shall be subjected to an adhesion test using the method described in IRS BI-2001. If any part of the coating between the lines breaks away from the base metal, it shall be deemed to have failed the test.

1.5 PAINTING – GENERAL INSTRUCTIONS:

- (a) Painting shall not be commenced till the surface preparation has been approved by the BBJ's representative or inspecting officer.
- (b) Sealed container of paint of approved brand shall be used. The painted drum must be rolled, turned upside down and shaken before opening. The paint must be stirred well before use. Over stirring which results in invisible air bubbles etc, shall be avoided.
- (c) Where brush painting is accepted, the paint must be applied by means of flat brushed not more than 75mm in width having soft flexible bristles conforming to IS:384.
- (d) Round and oval brushes of an approved quality conforming to IS:487 may also be used as per the instructions of the Engineer or his representative or inspecting officer.
- (e) All new brushes should be soaked in raw linseed oil conforming to IS:77 for at least 24 hours before use.

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- (f) A little blue paint shall be added, to the first coat of aluminium paint to distinguish it from the second coat. For paints of other colours for final and finishing two coats, suitable pigment shall be used as per instruction of the Engineer, to distinguish the first coat from the second coat.
- (g) The date of painting shall be marked with the paint of the member.
- (h) Each coat of paint shall be left dry till it is sufficiently hard before the subsequent coat is applied. Each coat of paint shall be inspected by the Engineer or inspecting officer and certified as satisfactory before applying subsequent coat.

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SPECIAL CONDITION OF THE CONTRACT

1. DEFINITIONS AND INTERPRETATION:

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

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

2. ELIGIBILITY CRITERIA OF THE TENDERER/BIDDER:

2.1 TECHNICAL CRITERIA:

Experience of having successfully completed similar works during last 07 (seven) years ending last day of month previous to the one in which application/ tender is invited should have either of the following;

- (i) **Three** completed works each costing not less than the amount equal to **Rs.216.00 lakh**.
- Or
- (ii) **Two** completed works each costing not less than the amount equal to **Rs.270.00 lakh**.
- Or
- (iii) **One** completed work costing not less than the amount equal to **Rs.432.00 lakh**.

Note: "**Similar Work**" means Sand/Grit blasting, metalizing and painting work in steel structure at the project site.

2.2 FINANCIAL CRITERIA OF THE TENDERER/BIDDER:

- a) The tenderer(s) shall be eligible only if he/they fulfil the Minimum Eligibility Criteria of having an average financial turnover of minimum **Rs.162.00 lakh** during the last three financial years ending 31.03.2020.
- 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. JOB CONTENT:

Grit/ Copper Slag Blasting, Metalizing And Painting of Girder Component of 16X76.2M Welded Span Truss Girder at Allahabad as per technical specification.

4. DRAWINGS & SPECIFICATIONS:

B.B.J. reserves the right to alter/ modify the design/ drawing/ specification to suit their condition. If due to change in design/ drawing/ specification, there is any increase/

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decrease in items/ quantities or both, payment will be made only for the actual quantity of blasting, Metallising, Painting work done and certified by BBJ and/or RVNL and/or their authorised representative.

5. **COMPLETION PERIOD:**

The date of commencement shall reckon from the date of LOA/Order and entire work to be completed within **10 (ten) months** including Monsoon season from the date of issue of LOA/ Order, whichever is earlier.

6. **EXTENSION OF COMPLETION PERIOD:**

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

7. **DELIVERY SCHEDULE:**

The successful bidder has to start mobilizing Plant, Machinery, Manpower including setting up of Office, Store at the site in such a manner that blasting, metallising and painting work can be started at the site after 7 (seven) days from the date of issue of LOA.

The Blasting, metallising and painting work is to be completed in all respect within a time frame of 10 (ten) months including monsoon from the date of acceptance of our Letter of Intent (LOI). This includes the Mobilization Period.

8. **PROGRAMME & PROGRESS:**

Within 7 (seven) days from the date of acceptance of LOA, the successful bidder has to submit a detailed programme with a deployment schedule of Man, Machine, material etc. to complete the job within the scheduled time frame and get it approved by BBJ. This approved schedule will constitute the base programme.

After ending of every week, the successful bidder has to submit to Site-In-Charge of BBJ, a detailed progress report in comparison to the base programme and also the proposal to overcome the shortfall from the targeted production programme, if any.

In this context, it may be noted that in case it is required to arrange additional resources to make good the backlog and adhere to the time limit of the base programme, the successful bidder has to arrange the same without any extra cost to BBJ.

9. **EARNEST MONEY DEPOSIT:**

Deposit of Earnest Money amounting to Rs.5,00,000/- (Rupees Five Lakh only) may be made in the form of Demand Draft/ Banker's Cheque/ NEFT/ RTGS drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the bidder withdraws their offer within the validity period of their offer or fails to undertake the work after acceptance of their tender, the full amount of EMD shall be

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forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected.

EMD will be converted to an initial Security Deposit and will be kept till completion of the contract for the successful bidder and will be released after 2 (two) months from successful completion of "Maintenance/ Defect Liability Period" and acceptance by BBJ without any interest. For unsuccessful bidders, EMD shall be refunded immediately after the finalization of the tender. EMD shall be interest-free.

10. RATE

The successful bidder must submit their offer strictly as per the Bill of Quantities. The bidder must quote the Basic Rate including all other taxes & duties (excluding GST) for the items mentioned in BOQ. The price must be firm during the tenure of this contract.

Notes:

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

11. INSPECTION & TESTING:

Inspection of Work will be done by BBJ and/or RVNL and/or their authorised representative and the successful bidder is required to get the work passed through BBJ and/or RVNL and/or their authorised representative. The metal coating shall be checked for thickness by an approved measuring gauge. The calibration of the gauge should be checked against a standard of similar thickness with an accuracy of 10 per cent.

12. TERMS OF PAYMENT:

- (a) The bidder shall prepare and submit R.A. Bills for work done in a particular month will be submitted monthly along with other relevant documents to Site In-Charge/BBJ, Prayagraj (Allahabad) Site, U.P.
- (b) All the bills as mentioned above are to be submitted at the Site and the payments will be made from BBJ's Registered office at Kolkata.
- (c) Measurement for payment will be as per actual work done and certified by RVNL and/r BBJ/Site In-Charge/BBJ, Prayagraj (Allahabad) Site, U.P.
- (d) **100%** (one hundred per cent) payment shall be made against each RA Bill within 45 (forty-five) days after submission of clear invoice duly certified by the Site In-Charge/BBJ, Prayagraj (Allahabad) Site, U.P. [except following para no. 13(e)] along with relevant Inspection Certificates from BBJ/RVNL.
- (e) Statutory Deductions towards taxes & duties shall be made at source as per rules.
- (f) Final Bill: The bidder shall submit the final bill along with the copy of handing over the certificate. Payment against the final bill will be made to the bidder within 45

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(forty-five) days after submission of clear invoice duly certified by the Site In-Charge/BBJ, Prayagraj (Allahabad) Site, U.P along with handing over taking over certificate.

13. FIRM PRICE

The rate should be quoted inclusive of all prices and shall remain firm & shall not attract escalation due to any reason in pursuance of this contract from the date of order.

14. PERFORMANCE BANK GUARANTEE (PBG)

- a) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee (PG) for an amount equivalent to 3% (three per cent) of the contract price/value of work order either by Bank Draft or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within 45 (forty-five) days from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid, withdraw the LOA and forfeit the EMD if the PG is not submitted within 45 days.
- b) Provided further that on a specific written request with valid reasons from the bidder, the said period of 45 (forty-five) days for submission of PG may be extended up to 75 (seventy-five) days from the date of issue of LOA at the sole discretion of the Competent Authority of BBJ. However, a penal interest of 15% (fifteen per cent) per annum shall be charged on the total value of PG for the delay beyond 45 (forty-five) days, i.e. from the 46th day after the date of issue of LOA. In case the bidder fails to submit the PG even within the extended period aforesaid the bid of the bidder shall be liable for rejection by the BBJ administration and the LOA shall stand withdrawn and EMD shall be forfeited.
- c) The P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- d) In case the successful bidder fails to submit the requisite Performance Guarantee (PG) within the stipulated period of 45 days from the date of issue of LOA, and his bid is consequentially cancelled and the LOA is withdrawn the defaulting bidder shall be debarred from participating in Re-Tender for that work and his EMD shall be forfeited.
- e) The formal Work Order shall be issued/ contract agreement shall be executed within a reasonable time only after receipt of PG from the successful bidder. Till such time the work order is issued/contract agreement is executed the contractor shall execute the work on the strength of LOA but no payment shall be made to the contractor without work order/ contract agreement. In the event, the bid is cancelled and LOA is withdrawn due to non-submission of PG, the contractor shall have no claim for the executed work if any as aforesaid.
- f) The value of PG originally submitted by the successful bidder need not be changed for a variation of contract price/ work order value up to 25% (either increase or decrease). In case during the course of execution, the value of the contract increases beyond 25% of the original value, an additional Performance

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

- g) The PG shall be released after the physical completion of the work i.e. after receipt of the last consignment of girder components at the site plus 60 days thereafter based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily.
- h) Whenever the contract is rescinded, cancelled or terminated by BBJ for any reason whatsoever, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
 - i) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:
 - (i) Failure by the successful bidder to extend the validity of the Performance Guarantee as described hereinabove, in which event BBJ may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the successful bidder to pay BBJ any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the Work Order/ Agreement, within 30 days of the service of notice to this effect by BBJ.
 - (iii) In the event of the Contract being rescinded under provisions of any of the clauses/conditions of the Work Order/ Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

15. SECURITY DEPOSIT (SD):

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5% (five per cent)** of the Total Contract Value shall be deducted and shall be kept valid till completion of the entire contract period plus 12 (twelve) months i.e. up to end of Defect Liability Period. Security Deposit shall be in the following manner;

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

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

- (i) Security Deposit for work should be 5% (five per cent) of the Contract value.

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- (ii) The rate of recovery should be at the rate of 10% (ten per cent) of the gross bill amount till the full security deposit is recovered.
- (iii) Security deposits will be recovered only from the RA Bills of the bidder 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 successful bidder after successful completion of the entire contract period plus 12 (twelve) months i.e. after the end of Defect Liability Period and subsequent to the following:

- a) After passing the final bill based on the "No Claim Certificate" with the approval of the Competent Authority.
- b) Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned bidder. 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 successful bidder and that there is no due from the bidder to BBJ against the contract concerned.

16. QUANTITY VARIATION

- a) There may be quantity variation during the actual execution of work.
- b) If due to change in design/ drawing/ specification, there is any increase/ decrease in items/ quantities up to any extent of +/- 25% (plus/minus twenty-five per cent) of both, payment will be made only for the actual work done with the same rate, terms and conditions of the original order on the Bidder by BBJ duly certified by the Site In-Charge/BBJ, Prayagraj (Allahabad) Site, U.P.

17. MAINTENANCE/ DEFECT LIABILITY PERIOD:

The successful bidder shall fully guarantee to perform all his contractual obligation(s) in the scope of his work to perform strictly in accordance with the specifications within the given time frame. The work shall be free from all defects. Should any work not be performed by the successful bidder as intended or should the performed work be found to be defective within a period of 12 (twelve) months from the date of completion of the entire contract period, such defective work shall upon notification of deficiency/ defect be promptly rectified by the bidder to the satisfaction of BBJ or any Inspection Agency nominated by BBJ without any delay and at no extra cost to BBJ. If the 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 such corrective action – forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.

18. 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 bidder directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

19. PENALTY FOR DELAY

If the successful bidder causes any delay in performance as per LOA/ Order by disobeying the stipulated time frame then BBJ shall have the right to charge a penalty

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@ 0.5% (zero decimal five per cent) of the order value per week or part thereof, subject to a maximum of 5% (five per cent) of the Order value and the decision of BBJ in this respect shall be final.

20. TAXES AND DUTIES

The bidder shall be exclusively responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax) that may be levied from time to time according to the Laws & 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 the procurement of materials for execution of the contract.

21. GOODS AND SERVICE TAX (GST)

Without prejudice to the stipulation in General Conditions of Contract, the quoted price shall be exclusive of Goods and Service Tax. The GST as legally leviable & payable by the bidder under the provisions of applicable law/ act shall be paid extra by BBJ as per the bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services.

The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along with the bid documents (techno-commercial). Bid without GST number shall be cancelled.

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

Bidder shall raise their tax invoice in 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.

22. NEW LEVIES/ TAXES

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

23. SUPERVISION & LABOUR:

The bidder will be responsible for providing adequate skilled labour and supervisory staff for the timely execution of work.

24. IDLE CHARGES:

No idle charges for Labour, Plant, and Establishment etc. is tenable under this contract for whatsoever the reasons be.

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25. LABOUR LAWS AND STATUTORY OBLIGATION:

The bidder will observe with the quoted rates all statutory obligations during the execution of the work including Minimum Wages Act, Act covering P.F., E.S.I and other statutory benefits under Employees Compensation Act, Contract Labour Regulation & Abolition Act 1970 & subsequent amendment and other Govt. Notifications, Acts in force in the State of UP/ Central Government. BBJ will have no responsibility in this regard.

26. 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 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 the constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

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

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

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

27. INDEMNITY

Bidder shall indemnify BBJ against all claims in respect of their contractual obligations including their non-compliance of statutory rules/ obligations/ laws/ taxes & duties etc.

28. 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

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by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful bidder for any ground whatsoever.

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

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

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

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

29. FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, the act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall because of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under

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the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist.

In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract. Provided that if the contract is terminated under this clause, BBJ shall be at liberty to take over from the successful bidder at a price to be fixed by BBJ, which shall be final, all unused, undamaged and acceptable equipment, bought out components and other stores in the course of manufacture which may be in the possession of the successful bidder at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the successful bidder may, with the concurrence of BBJ, elect to retain.

30. IMPORTANT NOTES:

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

(A.Neogi)
DGM(P-V)

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PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2017, between on one hand, THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, Rajendra Nath Mukherjee Road, Kolkata – 700 001 (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part and M/s _____ represented by Sri _____ (Designation) (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment/contract at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to preventing corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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1.3 All the officials of the BUYER will report to the appropriate Government Office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of the BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government/the Company for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government/the Company.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized government-sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any persons acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The terms 'relative' for this purpose would be as defined in the Companies Act 2013.

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

4. Previous Transgression

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

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

5. Earnest Money Deposit (Security Deposit)

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

(i) 'Demand Draft' or 'Pay Order' in favour of "The Braithwaite Burn and Jessop Construction Company Limited." payable at "Kolkata".

(ii) A confirmed guarantee by an Indian Nationalised/Scheduled Bank, promising payment of the guaranteed sum to the BUYER on-demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument.

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

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

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

6. Sanctions for Violations

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

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank Of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the buyer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India/the Company for a minimum period of five years which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing a sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in

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chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8.0 Independent Monitors

8.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings amongst all the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of a commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of

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Account of the BIDDER and the BUYER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

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

11. **Other legal Actions**

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

12. **Validity**

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 (five) years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

BUYER

Name of the Officer: _____

Designation: _____

BIDDER

Name of the Officer: _____

Designation: _____

Witness

1. _____

2. _____

Witness

1. _____

2. _____

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