

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)

eNIT/DGM(P-V)/ERECTION/RVNL-PRAYAGRAJ/2154/3135/37-2022

DATE: 13-Dec-2022

Registered Office: 27, Rajendra Nath Mukherjee Road,
Kolkata - 700 001, West Bengal.

Phone: (033) 2248 5841-44.

Email: info.bbjconst@bbjconst.com; Website: www.bbjconst.com;

e-TENDER NO.	eNIT/DGM(P-V)/ERECTION/RVNL-PRAYAGRAJ/2154/3135/37-2022	DATE	13-Dec-2022
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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.	NAME OF THE WORK	ENGAGEMENT OF LABOUR CONTRACTOR FOR ERECTION OF 03 X 76.2M SPAN OPEN WEB STEEL GIRDER BRIDGE ON CUBE TRESTLE REQUIRED FOR BRIDGE NO.111 AT PRAYAGRAJ BETWEEN JHUSI AND DARAGANJ STATION OF NER IN THE STATE OF UTTAR PRADESH AS PER DRAWINGS PROVIDED BY BBJ AT BBJ'S OWN WORKSHOP AT SITE.
02.	QUANTITY	AS PER BILL OF QUANTITY (BOQ)
03.	COMPLETION PERIOD	06 (SIX) MONTHS FOR THE ENTIRE WORK FROM THE DATE OF LETTER OF AWARD (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.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS.2,000/- (RUPEES TWO 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 DOCUMENT WITHOUT COST OF TENDER SHALL BE REJECTED. MSME/ NSIC/ SSI UNITS (REGISTRATION SHOULD BE VALID ATLEAST UPTO 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.
05.	EARNEST MONEY DEPOSIT (EMD)	RS.5,00,000/- (RUPEES FIVE LAKH 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 DOCUMENT WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. MSME/ NSIC/ SSI UNITS (REGISTRATION SHOULD BE VALID FOR AT LEAST UP TO TENDER OPENING TIME) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING EMD SUBJECT TO SUBMISSION OF DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP. COPY OF UAM CERTIFICATE NEED TO BE SUBMITTED. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED. FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER FINALIZATION OF ORDER, WITHOUT ANY INTEREST. FOR SUCCESSFUL BIDDER, ABOVE EMD AMOUNT WILL BE CONVERTED INTO SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFUL COMPLETION OF ENTIRE JOB, WITHOUT ANY INTEREST.

06.	MODE OF SUBMISSION OF e-TENDER	<p>ONLINE THROUGH E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).</p> <p>A HARDCOPY OF THE UPLOADED BID SHALL HAVE TO BE SUBMITTED TO BBJ-HO BEFORE OPENING OF TECHNICAL BID.</p> <p>TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID.</p> <p>CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPPP AND BBJ'S WEBSITE.</p>	
07.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	13-Dec-2022
		DOCUMENT DOWNLOAD START DATE	13-Dec-2022 AT 10:00 HRS.
		START DATE OF UPLOADING OF BID DOCUMENT	28-Dec-2022 AT 10:00 HRS.
		END DATE FOR UPLOADING OF BID DOCUMENT	03-Jan-2023 AT 15:00 HRS.
		DATE OF OPENING OF TECHNICAL BID	04-Jan-2023 AT 15:00 HRS.
		DATE OF OPENING OF FINANCIAL BID	TO BE NOTIFIED LATER

(अनिमेष नेओगी / Animesh Neogi)

उपा. महाप्रबंधक(परियोजना) / Dy. General Manager (Project)

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 requisite amount. Details are available at the web Site (<https://eprocure.gov.in/eprocure>) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.

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

Bids to be submitted online through 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 other language, it shall be accompanied by an English translation The English version shall prevail in matter of interpretation.

5. SUBMISSION OF BID

a) All the pages of the Tender document to be signed with Company's seal by the bidders. The rates in the appropriate space in the **BILL OF QUANTITY** of the tender should be properly filled in both in figures and words. No overwriting, use of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry to be signed and sealed with Company's seal. In the event of any difference between figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender.

b) The Tender shall be signed by the person legally authorized to enter into commitment on behalf of the tenderer. Tenders to be submitted in two parts as per following:

c) FEE PART:

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

i) **Earnest Money Deposit (EMD) of ₹5,00,000/- (Rupees five lakh 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". In the case of successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till completion of entire job, without any interest.

ii) **Cost of Tender (Non-refundable) of ₹2,000/- (Rupees two 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 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 document, as stated below, are to be uploaded in CPPP's portal and hard copy of the same to be addressed to DGM(P-V) at BBJ's Head office in a sealed envelope, super scribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL PART":

- i) Bidder's **EXPERIENCE CERTIFICATE** pertaining to required job/ similar nature of job as per Eligibility Criteria.
- ii) Other document 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) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) years ending as on 31st March 2022.
- vi) Downloaded Tender document (without quoting any price in Techno-commercial bid) duly signed with official stamp in each page.

e) PRICE PART:

Properly filled up **BILL OF QUANTITIES (BOQ)** is to be uploaded in 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 two sealed envelopes i.e., 'TECHNO-COMMERCIAL PART' and 'FEE PART' shall again to be put into another sealed envelope super scribing "TENDER NOTICE NO./ NAME OF WORK" to be addressed 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 declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.
- (b) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given following benefits:
 - (i) Issue of Tender set free of cost
 - (ii) Exemption from payment of Earnest Money Deposit
- (c) Firms registered with NSIC under its "Single Point Registration Scheme".

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

7. All costs and expenses incidental to 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.

8. No deviation to the tender conditions will be accepted. Conditional tenders shall be rejected, and no additional clause will 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.

10. 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% between L1:L2 bidders, if L2 bidder matches the rate, terms and conditions of L1 bidder. If it is divided between three parties, the ratio will be 50%:30%:20% between L1:L2:L3 bidders, if L2 & L3 bidders match the rate, terms and conditions of 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.

11. 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.

12. 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.

13. All duties, taxes, fees and other levies payable by the successful bidder under the contract or any other cause shall be included in the quoted prices.

14. 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.

15. 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.

16. 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 labour contractor for Erection of **03x76.2M** span Open Web Steel Girder Bridge on Cube Trestle required for Bridge No.111 at Prayagraj between Jhusi and Daraganj station of NER in the state of Uttar Pradesh as per drawings provided by BBJ.

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: Erection of 03 nos. 76.2 m span m span open web girder on cube trestle as per relevant drawing and trial assembly of one number such girder.

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) Shifting of precast foundation to the designated pier location
- b) Assembling of Cube trestles with necessary service bolts as per existing ground level and after completion of erection and other allied works, shifting to another desire location in between piers as per direction by Engineer in charge.
- c) Fixing of external bracing connected in between cube trestles as per drawing or as per direction by Engineer in charge.
- d) Erection of Girder components of 76.2m span with necessary drift/service bolts, tightening of HSFG Bolt with required torque value by maintaining camber on support condition & without support condition as per approved drawing. HSFG Bolts, Tightening tools like Pneumatic wrench, Torque wrench will be provided by BBJ. Competent skilled manpower to be deployed for tightening of the HSFG bolt by the agency.
- e) BBJ will provide Ground crane, mobile crane/ hydra, compressor as required as per availability of the same.
- f) Electricity shall be provided by BBJ as per requirement at site and as direction by Engineer in charge
- g) Water supply shall have to be arranged by the agency.
- h) Agency shall have to make arrangement for accommodation of his workmen, supervisor, staff, engineer etc. and competent Engineer, Supervisor, staff, workmen should be engaged at site.
- i) Payment will be released as per work done basis after checking by BBJ and within 45 days after certifications from site.

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:

The tenderer must have successfully completed/ongoing any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- i) Three similar works each costing not less than the amount equal to **₹44.49 lakh**, or
- ii) Two similar works each costing not less than the amount equal to **₹55.61 lakh**, or
- iii) One similar work each costing not less than the amount equal to **₹88.98 lakh**.

Similar Work shall mean successfully completed/ongoing Trail Assembly/ Erection work of Open Web Girder having a span of 61.0m or above

Successful completion certificate(s) of orders or ongoing up to date work done certificate as per the above criteria to be submitted by the bidder.

B. Financial Criteria:

Average Annual financial turnover during the last 03 (three) financial years, ending 31st March of the previous financial year (i.e., 2019-20, 2020-21 & 2021-22), should be at least **₹33.37 lakh** or above.

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 erection 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/ RVNL and/or RDSO and/or any other authorised agency of RVNL. 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 RVNL and RVNL 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 75% (seventy five percent) but the unit rate finalized will not change up to the completion of the project.

6. DURATION OF WORK

Time is the essence of this contract. Duration of work is 06 (six) months including Mobilization Period and the date of commencement will be considered the date of issue of Letter of Award (LOA) or Work Order, whichever is earlier.

Mobilization Period means the period of 1 (one) week i.e., 07 (seven) days from the date of issue of Letter of Award (LOA), during which, the successful bidder is required to mobilize his/ their resources and commence the Works at the Site.

Time of completion and mobilisation period will be reduced suitably in case the job is split between two or more sub-contractors/ agencies.

Company (BBJ) reserves the right to terminate the Letter of Award (LOA) and/or Work Order and forfeit the Earnest Money Deposit/ Security Deposit/ Performance Bank Guarantee if Agency fails to complete Mobilization of any item/personnel /material within a period of five (5) weeks after expiry of the Mobilization Period prescribed in Clause above.

Note:

If the overall completion schedule needs to be extended due to any reason which is solely beyond the control of the agency and causing hindrance to work progress the said extension of completion schedule shall be granted without L.D. by BBJ based on merit.

7. SITE MOBILIZATION:

- a) The agency has to start site mobilization within 7 (seven) days from date of issue of LOA.
- b) The agency has to start physical work within 15 days from date of issue of LOA.
- c) The agency has to show substantial progress within thirty days from date of issue of LOA or as directed by the Site Engineer.
- d) In case the agency fails to comply with the above milestone, the LOA will be withdrawn.

8. UNIT PRICE

Unit rate of the work will be as per BOQ. Price shall be inclusive of manpower, labour and supervisory charges and all applicable taxes & duties, insurance, statutory, incidental charges, supervision, overheads, profit, obtaining permissions from local bodies and any other charges that may be necessary to be incurred for successful completion of your scope of work of fabrication on time.

9. 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.

10. TAXES & DUTIES

The contractor 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 procurement of materials for execution of contract.

11. GOODS AND SERVICE TAX (GST)

Without prejudice to 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 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 the bid documents (techno commercial). Bid without GST number shall be cancelled.

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

Bidder shall raise their tax invoice in regular interval as per contract condition and 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 bidder, the same shall be recovered from Bidder's bill.

11.1 New Levies / Taxes

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

12. SUBMISSION OF BILLS, MEASUREMENTS AND PAYMENTS

A Tax Invoice based on the monthly running account bill showing up to date, since previous and month in consideration work done quantities and values shall be submitted by the successful bidder monthly on or before the date fixed by BBJ for all works executed in the period of the month. Payment will be released wise based on the monthly certified bill as mentioned herein below.

12.1 Payment against BOQ (Sl. No. 1.1):

- a) **25% (twenty five percent)** of the accepted rate with proportionate GST will be released after erection of cube trestle and within 45 (forty-five) days from submission of clear invoice.
- b) **50% (fifty percent)** of the accepted rate with proportionate GST will be released after erection with service bolt/drift including cambering and within 45 (forty-five) days from submission of clear invoice.
- c) **25% (twenty five percent)** of the accepted rate with proportionate GST will be released after dismantling/ removal of trestle and jacking down of pier and placing on support and within 45 (forty-five) days from submission of clear invoice.

12.2 Payment against BOQ (Sl. No. 1.2):

- a) **80% (eighty percent)** of the accepted rate with proportionate GST will be released after tightening of HSFG Bolt by replacing drift and service bolts and within 45 (forty-five) days from submission of clear invoice.
- b) **20% (twenty percent)** of the accepted rate with proportionate GST will be released after certification from BBJ and within 45 (forty-five) days from submission of clear invoice.

12.3 Payment against BOQ (Sl. No. 1.3):

- a) **100% (one hundred percent)** of the accepted rate with proportionate GST will be released after completion of the entire work and within 45 (forty-five) days from submission of clear invoice.

All the above payment will be made after checking from BBJ as well as from RVNL and their PMC (Project Management Consultant).

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

- i) No Claim Undertaking confirming that the "The Successful bidder" 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 Successful bidder 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.

The bidder should visit our erection site at Jhusi, Prayagraj, to get themselves acquainted with the facilities available at workshop and also get themselves familiarize with the area and its surrounding environment.

13. METHOD OF MEASUREMENT

Measurement of components will be done as per the material statement.

14. PERFORMANCE GUARANTEE

- a) For due and faithful fulfillment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee (PG) for an amount equivalent to **3% (three percent)** of the contract price/ value of work order either by Bank Draft or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank of India in the prescribed format of BBJ. 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, withdraw the LOA and forfeit the EMD if the PG is not submitted within 21 days.
- b) The PG 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 PG 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 21 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 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, value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 3% (three percent) for the excess value over the original contract value shall be deposited by the successful bidder.
- g) The Performance Guarantee (PG) shall be released after physical completion of the work i.e., after completion of erection work at site plus 60 days thereafter based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period/ defect liability period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.
- 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:
 - ii) Failure by the successful bidder to extend the validity of the Performance Guarantee as described herein above, in which event BBJ may claim the full amount of the Performance Guarantee.
 - iii) 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.
 - iv) In the event of the Contract being rescinded under provisions of any of the clause/ condition 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:

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 12 (twelve) months i.e., up to end of Defect Liability Period. Security Deposit shall be in the following manner.

The Earnest Money deposited by the contractor along with the tender will be retained by the BBJ as part of Security Deposit. The balance amount to make up 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.
- (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 12 (twelve) months i.e., after the end of Defect Liability Period and subsequent to the following:

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

16. WORKING HOURS

The fabricator/ successful bidder has to work for 24 hrs to achieve the target. Adequate staff, supervisors, operators shall be provided by the fabricator/ successful bidder at his own cost. The fabricator/ successful bidder will take care of all local, Regional, National level issues and environment for the workshop.

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 RVNL 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 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 is not performed as intended or proved defective **within a period of 12 (twelve) months from the date of completion of entire work**, the work shall upon notification of deficiency/ defect be promptly rectified by the successful bidder/ agency to the satisfaction of RVNL and/or RDSO and/or any other Inspection Agency appointed by RVNL without any delay and at no extra cost to BBJ.

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 such corrective action at the successful bidder's risk and cost and to take any action against successful bidder for which decision of BBJ shall be final.

20. WORKMEN COMPENSATION INSURANCE

The successful bidder shall submit proof of Workmen Compensation Policy for all their workmen/ supervisors and any other personnel whom the successful bidder will deploy for our Project work prior to commencement of the work in case the total number of such personnel is employed are less than 10.

21. CAVEAT

Please note that in case of the total number of workmen/ supervisors employed exceeds 10, the successful bidder must avail ESI Registration under the ESI Act, in which case WC Policy is not mandatory simultaneously.

22. 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.

23. STATUTORY COMPLIANCE

The successful bidder shall ensure strict compliance with all applicable labour laws & codes as become applicable, such as Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Payment of Bonus Act, Contract Labour (Abolition & Regulation) Act, E.S.I. Act as applicable, E.P.F. Act, Industrial Safety regulations, Factory Act & Rules and any other Acts & Rules related with labour legislation & labour welfare as applicable at the time of execution of work. The successful bidder shall submit to BBJ the required documents as a proof.

24. 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.

25. CONFIDENTIALITY OF DOCUMENTS

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

26. 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.

27. INSPECTION OF WORKS

BBJ/ RVNL'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.

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.

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.

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. Additional Special Condition/ Technical Conditions as incorporated by RVNL is enclosed at Annexure-A and shall be an integral part of the tender document.

35. 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 whatsoever.
 - (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.

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)

eNIT/DGM(P-V)/ERECTION/RVNL-PRAYAGRAJ/2154/3135/37-2022

DATE: 13-Dec-2022

ANNEXURE-I

FORMAT

CERTIFICATE

(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

REF.:

DATE:

**SUB: DEPLOYMENT OF WORKMEN FOR ERECTION WORK
OF RVNL-PRAYAGRAJ PROJECT AT UTTAR PRADESH 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