

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

eNIT/ERECTION/MS/2155/3136/16-2024

DATE: 13 December 2024

Registered Office: 27, Rajendra Nath Mukherjee Road,  
Kolkata – 700 001, West Bengal.  
Phone: (033) 2248 5841-44 Fax: 033-2210 3961  
Email: [info.bbjconst@bbjconst.com](mailto:info.bbjconst@bbjconst.com); Website: [www.bbjconst.com](http://www.bbjconst.com);

e-TENDER NO.	eNIT/ERECTION/MS/2155/3136/16-2024	DATE	13 Dec 2024
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**NOTICE INVITING e-TENDER.**

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

01.	<b>NAME OF THE WORK</b>	<b>ASSEMBLY, ERECTION, BOLTING, LINKING, WELDING, ETC. OF PATHWAY, TROLLEY REFUGE, HAND RAILING &amp; INSPECTION LADDER AND ALL OTHER ANCILLARY WORKS, LOADING, UNLOADING, STACKING, HANDLING, REHANDLING ETC. TEMPORARY ARRANGEMENTS, SCAFFOLDIN COMPLETE IN ALL RESPECT FOR 30X30.5M SPAN AT HASDEO BRIDGE PROJECT, CHHATTISGARH.</b>
02.	<b>QUANTITY</b>	AS PER THE BILL OF QUANTITY (BOQ)
03.	<b>COMPLETION PERIOD</b>	<b>THREE (03) MONTHS</b> FOR THE ENTIRE WORK FROM THE DATE OF ISSUE OF LETTER OF ACCEPTANCE (LOA) OR WORK ORDER, WHICHEVER IS EARLIER.
04.	<b>COST OF TENDER DOCUMENT (NON-REFUNDABLE)</b>	<b>NIL</b>
05.	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<b>RS.25,000/- (RUPEES ONE LAKH ONLY)</b> BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".  <b>TENDER DOCUMENTS WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED.</b>  FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST.  FOR SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFUL COMPLETION OF THE DEFECT LIABILITY PERIOD.  EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSE) FOR SUBMISSION OF "EARNEST MONEY" IS <b>"NOT APPLICABLE"</b> SINCE WORKS CONTRACT ARE EXCLUDED FROM THE PURVIEW OF PUBLIC PROCUREMENT POLICY FOR MSE ORDER, 2012 AND ITS LATEST AMENDMENT(S).
08.	<b>MODE OF SUBMISSION OF e-TENDER</b>	ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).

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		<b>A HARD COPY OF THE BID, AS UPLOADED, (TECHNO-COMMERCIAL) SHALL HAVE TO BE SUBMITTED TO BBJ'S REGISTERED OFFICE WITHIN FIVE (05) DAYS OF BID SUBMISSION LAST DATE.</b>	
		TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID.	
		CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITE.	
09.	<b>DATE &amp; TIME SCHEDULE:</b>	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	<b>13-12-2024</b>
		DOCUMENT DOWNLOAD START DATE	<b>13-12-2024 AT 10:00 HRS.</b>
		START DATE OF UPLOADING OF BID DOCUMENT	<b>20-12-2024 AT 10:00 HRS.</b>
		END DATE FOR UPLOADING OF BID DOCUMENT	<b>26-12-2024 AT 15:00 HRS.</b>
		DATE OF OPENING OF TECHNICAL BID	<b>27-12-2024 AT 15:00 HRS.</b>
		DATE OF OPENING OF FINANCIAL BID	<b>TO BE NOTIFIED LATER</b>

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

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**INSTRUCTION TO BIDDERS**

1. **REGISTRATION OF CONTRACTOR**

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

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

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

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

Bids are to be submitted online through the e-Procurement system of **Central Public Procurement Portal (CPPP)** (<https://eprocure.gov.in/eprocure/app>). Tender along with all other required documents are to be signed and sealed by the authorised signatory while submitting the bid through CPPP. While submitting Price Bid on CPPP, the rates should be properly filled in the appropriate space in the BILL OF QUANTITY (BoQ) of the Tender.

**Hardcopies of the uploaded documents, excluding Price Bid, are to be submitted along with EMD and Tender Fee (as applicable) in a sealed envelope to the BBJ's Registered Office within five (05) days of bid submission last date.**

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 version, which shall prevail in the matter of interpretation.

5. (a) **Earnest Money Deposit (EMD) of Rs.25,000/-** (Rupees twenty-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". In the case of successful bidder, EMD shall be converted to part of Security Deposit and will be retained by BBJ till the completion of the entire job. EMD shall not carry any interest.

(b) **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.

6. **SUBMISSION OF BID:** The Tender shall be signed by the person legally authorised to enter into commitments on behalf of the Tenderer. All pages of the Tender document and other required documents are to be **signed by the authorised signatory with Company's seal**. Tenders are to be submitted in two parts as described below.

(a) **TECHNO-COMMERCIAL BID:** Scanned copy of the EMD, Cost of Tender and all

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other required documents duly signed and sealed by the authorized signatory, as stated below, are to be uploaded in CPPP and a hard copy of the same to be addressed to the Chief Manager (Project) at BBJ's Registered office in a sealed envelope, super scribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL BID" (**Non submission of any of the stated documents shall lead to rejection of the bid**):

- (i) Signed copies of documents as per Eligibility Criteria as per Clause No 2 of Special Conditions of Contract.
- (ii) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates.**
- (iii) Signed copy of **Provident Fund & Employees State Insurance (ESI) Registration Certificate.**
- (iv) Certificate of the Incorporation of the Company/ Partnership Deed/ DIN/ CIN etc.
- (v) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) financial years ending 31<sup>st</sup> March of the previous financial year. However, in case balance sheet of the previous year is yet to be audited, the audited balance sheet of fourth previous year shall be considered.
- (vi) Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page.
- (vii) Any Bidder falling under Micro And Small Enterprises (MSEs) category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer:

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

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

**(b) PRICE BID:** The rates are to be properly filled up in appropriate space in BILL OF QUANTITIES (BoQ) of the Tender and uploaded on CPPP's website. **Price bid of only Techno-Commercially Qualified bidders shall be opened.**

7. All costs and expenses incidental to the preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be borne by the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
8. **Works Contract are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012.**
9. **No deviation to the tender conditions shall be accepted. Conditional tenders shall not be accepted, and no additional clause shall be entertained. BBJ reserves all rights 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 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. **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.

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12. All duties, taxes (except GST), fees and other levies payable by the bidder under the contract or any other cause shall be included in the quoted price.
13. **PREFERENCE TO MAKE IN INDIA:**  
The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P45021/2/2017-PP (BE-II) dated 16th September 2020, as amended from time to time up to Bid Due Date, shall be applicable to the bidding process and award of the contract shall be done accordingly.
- Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.
14. **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):**  
For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 4th June 2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
15. **COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017**
- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any Bidder branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:
- An entity incorporated established or registered in such a country; or
  - A subsidiary of an entity incorporated established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
16. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

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

Note:

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

**22. 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.

**23. 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.

24. **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:**

Assembly, Erection, bolting, Linking, Welding etc. of Pathway, Trolley refuges, Hand Railing and Inspection Ladder and all other ancillary works, loading, unloading, stacking, handling, rehandling etc. temporary arrangements, scaffolding complete in all respect for 30x30.5M span at Hasdeo Bridge Project, Chhattisgarh.

2. **BRIEF SCOPE OF WORK OF THE AGENCY:**

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

- 2.1 Unloading and stacking of Pathway, Trolley refuges, Hand Railing and Inspection Ladder and chequered plates, gas and other store materials from trailers and trucks.
- 2.2 Assembly, Erection, bolting, Linking, Welding etc. of Pathway, Trolley refuges, Hand Railing and Inspection Ladder and all other ancillary works, loading, handling, rehandling etc. temporary arrangements, scaffolding complete in all respect for 30X305m span.
- 2.3 Final coat painting of by Aluminium paint including supply of Aluminium paint (IS:2339).

3. **OTHER SCOPE OF WORK OF THE AGENCY**

- 3.1 Arrangements of labours, supervisors, riveting and bolting gangs, welder and engineers to deliver the jobs in time.
- 3.2 Taking approval of tightening of HSFG Bolts and apply of paints of main span from IRCON/BBJ Representatives is the responsibility of the agency solely.
- 3.3 The rate of the agency includes cutting of plates, angles, channels etc. and welding wherever required.
- 3.4 The agency will take care about safety arrangements of their works and will follow all safety rules during the execution of work.

4. **SCOPE OF SUPPLY BY BBJ**

- 4.1 All structures for Pathway, Trolley refuges, Hand Railing and Inspection Ladder etc., MS Bolts, HSFG Bolts, drifts and other store materials will be supplied by BBJ at site free of cost.
- 4.2 Welding Consumables, Welding Machine with rectifier, Drill Bit, Drill Machine, DG Set with fuel & Lubricant, oxygen, LPG, Torque wrench etc. will be provided by BBJ.
- 4.3 BBJ will supply zinc chrome primer (IS: 104) at site free of cost.
- 4.4 All equipment, cranes, machinery and tools and tackles, which would be required for the execution of the work will be supplied by BBJ, free of cost at site.
- 4.5 Electricity, power and water supply shall be provided at site by BBJ, free of cost.
- 4.6 Labour staying arrangements will be provided by BBJ at free of cost.

**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**

Supporting documents to be submitted in the Techno-Commercial part of the tender.

a) **Technical Criteria:**

The tenderer must have successfully completed or substantially completed similar works (not less than 75%) during last seven years ending last day of month previous to the one in which applications are invited and should be either of the following:

- (i) Successfully completed or substantially completed at least **3 (three)** such similar works each costing not less than **Rs. 6.74 lakh.**  
Or
- (ii) Successfully completed or substantially completed at least **2 (two)** such similar works each costing not less than **Rs.8.99 Lakh.**  
Or
- (iii) Successfully completed or substantially completed at least **1 (one)** such similar work costing not less than **Rs.13.49 Lakh.**

**Note:**

- (i) **"Similar work" shall mean successful/ substantial execution of Trial Assembly/ Erection Work of Open Web Girder.**
- (ii) Completion certificate(s) of orders or ongoing up to date work done certificate/ Document as per the above criteria to be submitted by the bidder.
- (iii) Substantial completion shall be based on 75 (seventy-five) percent (value wise) or more for the works completed under the contract. Certificate for 'substantial completion' of project/ work/ asset should contain two parts. Part-I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project/ work/ asset'.

b) **Financial Criteria:**

- i. Average Annual financial turnover during the last 03 (three) financial years, ending 31st March of the previous financial year **at least Rs.6.74 Lakh.** However, in case balance sheet of the previous year is yet to audited, the audited balance sheet of fourth previous year shall be considered.
- ii. Certificates in the form of Audited Balance Sheet and Profit & Loss account shall be produced by the tenderer(s) to this effect duly certified by the Chartered Accountant.

- c) Other documents as mentioned on Para 5(d) of the Instruction to Bidders - Submission of Bid: Techno-Commercial Part is to be submitted.



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3. **TECHNICAL SPECIFICATION**

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

4. **WORKMANSHIP:**

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

**Any rejection on grounds of quality shall be re-done at the successful bidder's cost.**

5. **PLACE OF WORK**

The Braithwaite Burn And Jessop Construction Company Limited  
(A Govt. of India Enterprise),  
Br. No. 3, Hasdeo River Project,  
Manikpur Coal Mines, Hanuman Chowk, Korba,  
Dist.- Korba, Chattisgarh-495677.  
GST No. 22AAACT9760B1ZM

6. **DURATION OF WORK**

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

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

**Note:**

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

7. **UNIT PRICE**

The unit rate of the work will be inclusive of material, mobilization, demobilization, manpower, consumables cost, all cost of infrastructure, plant & equipment, all charges towards labour and supervisory charges, transportation, tools and tackles, consumables, POL, enabling & protection works, scaffolding, testing and all applicable Taxes & duties (excluding GST), 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.

8. **VALIDITY**

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

9. **TAXES & DUTIES**

The successful bidder shall be exclusively responsible for payment of all Taxes, Royalties etc. (excluding Goods and Service Tax) that may be levied from time to time according to

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the Laws & regulations now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by the Company in respect of any duties/taxes to be imposed on the procurement of materials for execution of the contract.

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

The successful bidder shall be liable to pay all applicable taxes [excluding Goods and Service Tax (GST)] or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, as applicable, separately in the bill/ invoice/ debit/ credit notes. Successful bidder shall quote their GST Identification No. (GSTIN) in all its bills/invoices/ debit/credit notes.

The successful bidder has to provide a proper invoice/ debit/ credit notes bearing QR Code wherever applicable in the form and manner prescribed under rules of the GST Act/ rules containing all the particulars mentioned therein. In the event the successful bidder fails to provide the invoice/debit/credit notes in the form and manner prescribed under GST, then in the event of such non-compliance of the GST Act/Rules, the successful bidder shall be liable to indemnify for any losses to the Company.

The successful bidder shall raise their tax invoice in the regular interval as per contract condition and upload their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from Bidder's bill.

The successful bidder shall upload/ submit/ report all supply invoices/ debit/ credit notes details in the form of prescribed statements/returns on the GSTN portal on or before the prescribed due dates date as per GST act/rules. The successful bidder shall pay the balance payable GST amount against supplies made to the Company on a monthly basis within due date from the appointed date regularly. Successful bidder shall reconcile the differences/ mismatches in submissions on GSTN portal if any before submission of their final monthly return.

The successful bidder shall issue a credit note or debit note (if any) with reference to an original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from the Company and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. Successful bidder shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Company promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest etc. arises due to non-compliance by the successful bidder, the same shall be reimbursed by the successful bidder to the Company. In case the successful bidder disqualifies in any of the above, please note that the input tax credit (GST) shall not be available to the Company and the Company has right to hold the GST amount without any intimation until the matter get resolved and credit is available to the Company.

In the event where the input tax credit of the GST charged by the successful bidder is denied by the tax authorities to the Company, the Company shall be entitled to recover such amount from the successful bidder by way of adjustment from the next tax invoice/debit note. In addition to the amount of GST, the Company shall also be entitled to recover from the successful bidder interest along with applicable penalty imposed on the Company under GST laws. It is further agreed that in case the successful bidder fails to charge GST, if applicable, on the services/activities forming part of this agreement, at the time of raising invoices; the Company shall not be liable or responsible for reimbursing such tax, at any later date.

The Company reserves the right to change the aforesaid GST/ Tax terms and conditions as notified from time to time by Government of India or respective State Governments. It

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is further clarified that all payments under this agreement shall be subject to withholding taxes, if applicable.

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

11. **NEW LEVIES / TAXES**

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

12. **SUBMISSION OF BILLS 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 dated fixed by BBJ for all works executed in the period of the month. Payment will be released stage-wise based on the monthly certified bill based on the weight of fabricated minor steel structures of bridges.

- **95% (ninety five percent)** of the accepted rate with proportionate GST for **Item no. 1** of BOQ will be released within 45 (Forty-five) days after submission of a clear invoice against erection of secondary structures like Pathway, Trolley Refuges, Hand Railing & Inspection Ladder etc. and certification thereof by the site-in-charge/concerned official.
- **Balance 5% (five percent)** of the accepted rate with proportionate GST for **Item no. 1** of BOQ will be released within 45 (Forty-five) days after completion of above structures on all 30 x 30.50M span and certification thereof by the site-in-charge/concerned official.
- **100% (one hundred percent)** of the accepted rate with proportionate GST for **Item no. 2** will be released within 45 (forty-five) days after submission of a clear invoice against completion of entire painting works and certification thereof by the site-in-charge/concerned official.

The amount payable to the fabricator/ 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.

13. **QUANTITY VARIATION**

- a) There may be quantity variation as approved by BBJ/IRCON during the actual execution of work.
- b) The accepted variation in the quantity of each individual location and item of the contract would be up to **30%** (thirty percent) of the quantity originally contracted.
- c) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 30% variation in the quantity of the individual item of works.

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14. **PERFORMANCE GUARANTEE**

- (a) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to 5% (five percent) of the contract price/ value of work order either by Bank Draft/ NEFT/ RTGS or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank of India in the prescribed format of BBJ with due validity period and claim period of 180 days. The aforesaid Bank Guarantee should be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the Performance Guarantee is not submitted within 21 days.
- (b) Provided further that after receipt of a specific formal request letter (in writing) from the successful bidder with valid justification/ reason for their non-submission of Performance Guarantee within the stipulated period, the said period of 21 (twenty-one) days for submission of Performance Guarantee may be extended at the sole discretion of the Competent Authority of BBJ. In such event of extension, a penal interest of 12% (twelve percent) per annum on Performance Guarantee value shall be charged for the delay beyond 21 (twenty-one) days, i.e., from 22nd day after the date of issue of LOA and up to the actual date of submission. In case the successful bidder fails to submit the Performance Guarantee even within the extended period, as aforesaid, the bid of the successful bidder shall be liable for rejection by the BBJ administration, and the LOA shall stand withdrawn.
- (c) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the successful bidder shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- (d) In case the successful bidder fails to submit the requisite Performance Guarantee within the stipulated period as mentioned in the above paragraphs, the bid may consequentially be cancelled by BBJ, and the LOA shall stand withdrawn. The defaulting successful bidder shall be debarred from participating in Re-Tender for that work and his EMD/ SD/ PG/ RA Bills shall be encashed/ invoked/ forfeited. In this regard, the decision of the Competent Authority of BBJ shall be final.
- (e) The formal Order shall be issued/ contract agreement (if any) shall be executed within a reasonable time only after receipt of Performance Guarantee from successful bidder. Till such time the order is issued/contract agreement (if any) is executed the successful bidder shall execute the work on the strength of LOA, but no payment shall be made to the successful bidder without order/ contract agreement. In the event the bid is cancelled by BBJ, and LOA is withdrawn accordingly due to non-submission of Performance Guarantee, the successful bidder shall have no right to claim on the executed work if any as aforesaid or any other claim whatsoever.
- (f) The value of Performance Guarantee originally submitted by the successful bidder need not be changed for a variation of contract price/ order value up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 5% (five percent) as applicable for the excess value over the original contract value shall be deposited by the successful bidder within 21 days from the date of receipt of intimation from BBJ.
- (g) The Performance Guarantee shall be released after physical completion of the work plus after completion of 60 days thereafter based on 'Completion Certificate' issued by BBJ stating that the successful bidder has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of

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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 by BBJ due to failure of the successful bidder, the EMD/ Security Deposit of the successful bidder shall be forfeited, and their Performance Guarantee shall also be encashed. The balance work shall be got done independently without risk & cost of the failed successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work. If the failed successful bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- (i) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the LOA/ Contract (notwithstanding and/or without prejudice to any other provisions in the LOA/ Contract Agreement) in the event of:
- (a) Failure by the successful bidder to extend the validity of the Performance Guarantee as described herein above, in that event BBJ may claim the full amount of the Performance Guarantee from the successful bidder.
- (b) Failure by the successful bidder to pay BBJ any amount due, either as agreed by them or determined under any of the Clauses/ Conditions of the LOA/ Order/ Contract Agreement, within 30 days of the service of notice to this effect by BBJ.
- (c) In the event of the LOA/ Contract being rescinded by BBJ under provisions of any of the clause/ condition of the LOA/ Order/ Contract Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

15. **SECURITY DEPOSIT:**

As security for 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 should be kept valid till completion of the entire contract period plus 06 (six) months i.e. up to end of Defect Liability Period. Security Deposit shall be in the following manner;

The Earnest Money deposited by the successful 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 a 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 bill.
- (ii) The rate of recovery should be at the rate of **10% (ten percent)** of the gross 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 completion of the entire Order plus 06 (six) months i.e., after the end of the 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.

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- b. Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned contractor. This certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to BBJ against the contract concerned.

16. **WORKING HOURS**

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

17. **WATCH & WARD**

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

18. **INSURANCE**

- a) The successful bidder shall be responsible for making good to the satisfaction of BBJ any loss or damages to properties belonging to BBJ or being executed or being procured by IRCON if such loss or damages have occurred due to the successful bidder'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 accepted 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) The successful bidder shall secure insurance for the Plant and machinery deployed under Construction Plant and Machinery Policy and submit a copy of the policy to BBJ/ IRCON before the commencement of the work.
- d) Group Personnel Accident Insurance covering the successful bidder's employees will be arranged by the successful bidder.
- e) Any such other insurance as may be required of the successful bidder by statutory bodies and local law in the area of its operation will be the responsibility of the successful bidder.

19. **DEFECT LIABILITY PERIOD**

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

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.

20. **EMPLOYEES COMPENSATION INSURANCE**

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

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

21. **PROVIDENT FUND**

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

22. **STATUTORY COMPLIANCE**

The successful bidder shall ensure strict compliance with all relevant labour laws and all the provision contained therein viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Payment of Bonus Act, Contract Labour (Abolition & Regulation) Act, BOCW Act, E.S.I. Act, P.F. Acts, Industrial Safety regulations, laws pertaining to use/ storage of explosives for the work. The successful bidder shall submit to BBJ the required documents of timely payment of wages as per provision of Law, EPF deposition as per legal provision, ESI applicable as per Law/Challan, as proof. Labour Codes (as per the status of their applicability) shall be entered.

23. **CONFIDENTIALITY OF DOCUMENTS**

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

24. **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 successful bidder/ the successful bidder directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ/ IRCON.

25. **INSPECTION OF WORKS**

BBJ/ IRCON's/ RDSO's representatives or Engineer-In-Charge will have full power and authority to inspect the works at the workshop or site, at any time and the successful bidder 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 successful bidder's representative duly accredited in writing, be present for the purpose.

26. **ORGANIZATION CHART**

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

27. **SAFETY AND ENVIRONMENT AT SITE**

- a) The successful bidder shall strictly abide by all safety standards, specifications, 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 successful bidder's workmen, which may lead to injury to the successful bidder's workmen, will be viewed seriously and a 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 for the implementation of safety rules to one of the successful bidder's staff.

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- 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 the successful bidder's cost.
- e) In the event of non-availability of such safety gadgets at the 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 a chargeable basis on actual plus 20% overhead charges.
- f) The successful bidder's authorized representative shall attend all safety meetings convened by the site safety (EHS) Engineer and abide by his instructions and follow the site safety practices without failure.
- g) Night working: Utmost care shall be taken during night operations with proper illuminations and safety.
- h) Necessary COVID-19 precautionary measures have to be complied with by the successful bidder.

28. **GENERAL:**

The Work Order shall be deemed to be effective only after the successful bidder

- Submits Performance Guarantee
- Submits Factory License
- Submits ESI, PF, Group Insurance Certificate and other statutory requirements.
- Submit proof for Insurance of Construction Plant & Machinery
- Sign the work order/ LOA

29. **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 reasons not attributable to the successful bidder, 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 contract for the reasons attributable to the successful bidder, BBJ allows, if satisfied that the works can be completed within a reasonable short time thereafter, the successful bidder for further extension of time. On such extension, BBJ will recover from the bills of the 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 the case where part delivery is of no use to the purchaser, subject to a 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 the value of work as per the 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 the 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 contract, whether or not actual damage is caused by such default.

30. **TERMINATION OF CONTRACT**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program schedule 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



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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 abide & complied by the successful Bidder and any consequence that 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.

31. **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 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.

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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.

32. **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 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 supplier 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.

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

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

The Successful bidder shall notify any extra item(s) of work to BBJ immediately after he comes across the same during the execution of work and submits the rate for the same. Based on merit, BBJ shall take up with IRCON for settlement of the rate of the extra item(s) of work. If IRCON admits the said extra item(s) of work and settles the rate thereof then BBJ shall also admit the said extra item of work for the successful bidder and pass on 90% of the rate settled by IRCON.

34. **INDEMNITY**

Bidder shall indemnify BBJ against all claims & losses in respect of their contractual obligations in the event of non-compliance of any terms & conditions mentioned herein/ statutory rules/ obligations/ laws/ taxes & duties etc.

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 the corresponding change in the value of the 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 qualification during techno commercial scrutiny of bids received.

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

eNIT/ERECTION/MS/2155/3136/16-2024

DATE: 13 December 2024

- (vi) BBJ shall not be responsible for any delay, loss or damage for bids sent by post.
- (vii) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during the preparation of the 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 of his bid, BBJ reserves the right to reject such application.

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

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड  
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**Annexure-A**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

To,

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

Dear Sir,

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

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

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

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

Yours faithfully,

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

**Date:**