

The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT No.: eNIT/FINAL-PAINTING/2154/3135/R1/29-2023

Date: November 16, 2023

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; Website: www.bbjconst.com;

e-TENDER NO.	eNIT/FINAL-PAINTING/2154/3135/R1/29-2023	DATE	16 th Nov. 2023
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NOTICE INVITING e-TENDER.

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

01.	NAME OF THE WORK	FINAL COAT OF ALUMINIUM PAINTING INCLUDING PATCH / REPAIR OF PAINTING / METALISING ON ERECTED STEEL GIRDERS OF BRIDGE SUPER STRUCTURE FOR BRIDGE NO. 111 “CONSTRUCTION OF 24X76.2M SPAN IMPORTANT BRIDGE OVER GANGA AT ALLAHABAD BETWEEN JHUSI-DARAGANJ STATION OF NER IN STATE OF UTTAR PRADESH, INDIA”.
02.	QUANTITY	AS PER THE BILL OF QUANTITY (BOQ)
03.	COMPLETION PERIOD	04 (FOUR) MONTHS FOR THE ENTIRE WORK FROM THE DATE OF LETTER OF ACCEPTANCE (LOA) OR WORK ORDER, WHICHEVER IS EARLIER. TIME OF COMPLETION WILL BE REDUCED SUITABLY IN CASE THE JOB IS SPLIT BETWEEN TWO OR MORE SUBCONTRACTORS.
04.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS.1,000/- (RUPEES ONE THOUSAND ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER’S CHEQUE IN FAVOUR OF “THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED” PAYABLE AT “KOLKATA”. TENDER DOCUMENTS WITHOUT THE TENDER FEE SHALL BE REJECTED. EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSE) FOR SUBMISSION OF “TENDER FEE” IS “ NOT APPLICABLE ” SINCE WORKS CONTRACT ARE EXCLUDED FROM THE PURVIEW OF PUBLIC PROCUREMENT POLICY FOR MSE ORDER, 2012 AND ITS LATEST AMENDMENT(S).
05.	EARNEST MONEY DEPOSIT (EMD)	RS.1,00,000/- (RUPEES ONE 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 DOCUMENTS WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSE) FOR SUBMISSION OF “EMD” IS “ NOT APPLICABLE ” SINCE WORKS CONTRACT ARE EXCLUDED FROM THE PURVIEW OF PUBLIC PROCUREMENT POLICY FOR MSE ORDER, 2012 AND ITS LATEST AMENDMENT(S).

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		<p>FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST.</p> <p>FOR SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFUL COMPLETION OF THE DEFECT LIABILITY PERIOD.</p>	
06.	MODE OF SUBMISSION OF TENDER	<p>ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).</p> <p>A HARD COPY OF THE UPLOADED BID (TECHNO-COMMERCIAL) 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 ON CPPP AND BBJ'S WEBSITE.</p>	
07.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	16th Nov. 2023
		DOCUMENT DOWNLOAD START DATE	16th Nov. 2023 AT 10:00 HRS.
		START DATE OF UPLOADING OF BID DOCUMENT	23rd Nov. 2023 AT 10:00 HRS.
		END DATE FOR UPLOADING OF BID DOCUMENT	29th Nov. 2023 AT 15:00 HRS.
		DATE OF OPENING OF TECHNICAL BID	30th Nov. 2023 AT 15:00 HRS.
		DATE OF OPENING OF FINANCIAL BID	TO BE NOTIFIED LATER

(अनिमेष नियोगी/ Animesh Neogi)

महाप्रबंधक (परियोजना और खरीद) / General Manager (Project & Purchase)

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INSTRUCTION TO BIDDERS

1. **REGISTRATION OF CONTRACTOR**

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

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

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

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

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

4. **LANGUAGE**

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

5. **SUBMISSION OF BID**

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

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Branch: DALHOUSIE SQUARE (CALCUTTA)
Bank Address: 2, B.B.D. BAGH (EAST), KOLKATA – 700001 (W.B.).
Bank Account No.: 11175160292
Bank Account Type: Current
IFS Code: SBIN0001401

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

d. TECHNO-COMMERCIAL PART:

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

- i) Documents as per Clause No. 2 of Special Condition of Contract i.e., Eligibility Criteria.
- ii) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates.**
- iii) Signed copy of **Provident Fund & Employees State Insurance (ESI) Registration Certificate.**
- iv) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) financial years.
- v) Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page.
- vi) Any Bidder falling under **Micro and Small Enterprises (MSEs)** category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer:

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

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

e. PRICE PART:

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

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

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

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9. **SPLITTING OF SCOPE OF WORK**

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

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

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

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

10. **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.

11. 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.
12. All duties, taxes, fees and other levies except GST payable by the successful bidder under the contract or any other cause shall be included in the quoted prices.

13. **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.

14. **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.

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

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SCOPE OF WORKS

1. JOB CONTENT/SCOPE OF WORK: (IN GENERAL, BUT MAY NOT BE LIMITED TO):

- A) FINAL COAT OF ALUMINIUM PAINTING INCLUDING PATCH / REPAIR OF PAINTING / METALISING ON ERECTED STEEL GIRDERS OF BRIDGE SUPER STRUCTURE FOR BRIDGE NO. 111 "CONSTRUCTION OF 24X76.2M SPAN IMPORTANT BRIDGE OVER GANGA AT ALLAHABAD BETWEEN JHUSI-DARAGANJ STATION OF NER IN STATE OF UTTAR PRADESH, INDIA".

The job to be carried out in accordance with the BOQ and as advised by the site-in-charge and also consists of, but may not be limited to, the followings:

- i) The intending bidders are advised to inspect bridge sites to obtain first-hand knowledge about the scope of work and working condition, accessibility, availability of land, power, water etc. and they shall take into account all the above factors before tendering. Bidders shall visit sites and get acquainted with scope of work, site situation and obtain a certificate from BBJ regarding visit to site and submit the same with their offer.
 - ii) Cleaning of members with wire brush, buffing machine etc. in such a way that base coat of paint does not get damaged.
 - iii) BBJ and/or RVNL/ and/or PMC should be satisfied with the cleaning work and only after getting their clearance painting should be started.
 - iv) Touch-up paint with one coat of Zinc Chrome Primer conforming to IS:104 followed by one coat of Aluminium paint conforming to IS:2339 should be applied, wherever required, before applying final coat of Aluminium paint.
 - v) Touch-up metalizing wherever required.
 - vi) In case of rain within 24 hrs of application of paint film, successful bidder should redo the coat at their own cost.
 - vii) The work shall be carried out in a programmed manner as approved by BBJ/ RVNL/PMC.
 - viii) To undertake all testing, if required as per this tender document.
 - ix) Arranging necessary inspection and getting the subject work approved by BBJ and/or / RVNL/ and/or PMC or their authorized representative.
 - x) Patch/touch-up painting of 76.2m erected bridge girders
 - xi) Patch/repair/touch up metalizing of erected girders components of 76.2m span.
- B) SCOPE OF SUPPLY OF THE SUCCESSFUL BIDDER, SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING: (TO BE INCLUDED IN THE QUOTED PRICE)
- i) The successful bidder should employ a qualified and competent supervisor at the site of work to take instructions and execute the work.
 - ii) The agency will have to arrange their own accommodation for their staff and workers.
 - iii) All the workers engaged in painting works must be insured in workmen compensation Act.
 - iv) All safety equipment like Helmet, Industrial Shoe, Safety Belt, Harness, Mask, Fluorescent Jacket etc. have to be supplied by the agency and they have to ensure that all the workers working on the bridge must wear the required safety equipment.
 - v) The successful bidder shall make his/their own arrangements for the safety of labourers/ workers engaged for which no extra payment shall be made. Successful bidder shall arrange necessary protective clothing, safety equipment, goggles etc. for their workmen.
 - vi) Necessary scaffolding, paint brush, wire brush, painting gun, compressor etc. will have to be arranged by the successful bidder at his own cost.
 - vii) They will have to make their own store for keeping their materials.
 - viii) The equipment required for field testing including thickness gauge for measuring film thickness shall be arranged by successful bidder at their cost. 2 nos. such gauge (Elko meter of required

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- specifications and quality as approved by BBJ) to be supplied to BBJ in addition to their own requirement of Elko meter for measuring the thickness of paint.
- ix) The successful bidder will make their own arrangement for supply of electricity, operation of their tools/ machines and plants and also for their workers & other manpower at his/ their own cost.
 - x) The successful bidder shall arrange a temporary store for storage of the required quantity of paint and tents for their labourer/ worker from commencement to finishing of the work.
 - xi) For spray painting and patch metallising work, successful bidder has to arrange spray gun, metallising gun, all other allied plants/ machineries/ tools including consumables, aluminium wire for metallising, fuel and power etc. at their own cost.
 - xii) Cost of Fuel, Lubricant, LPG, Oxygen etc. to run the plant & machinery & other equipment, supplied by the successful bidder, to be borne by the successful bidder.
 - xiii) All aluminium wire, wash primer, primers will be provided by the successful bidder.

A schematic diagram of the structure to be painted is attached as per Sketch no. SK/2154/3135/T-29-2023/01.

2. SCOPE OF SUPPLY BY BBJ:

- a) BBJ shall supply **Industrial Paints viz. Zinc Chrome Primer (IS:104) and Aluminium Paint (IS:2339)** for the said job, free of cost to the successful bidder.
- b) All consumables that are required for metallizing including compressed air and others except metalizing gun will be supplied by BBJ.

3. TECHNICAL SPECIFICATION

- i) Final dry film thickness in case of metallizing shall be average 150 microns and that of Aluminum Paints should be 20-25 microns.
- ii) Surface preparation shall not be done unless approved paints of sufficient quantity are available in stock.
- iii) Special care should be taken in preparing corners, junctions of members, head and nuts of bolts, rivets, holes, areas less accessible, hidden pockets etc. Surface preparation at such locations shall not be inferior to that attained over the rest of the area.
- iv) Surface preparation shall not be carried out in the following conditions:
 - a. In the rainy season from June to September and from December to January.
 - b. In extremely windy/misty/dust blowing conditions.
 - c. At night
 - d. In winter before 8 A.M.
 - e. In summer between 11 and 15 hrs., in areas which are likely to be exposed to direct sunlight.
 - f. Engineers reserve the right to change the above timings.

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SPECIAL CONDITION OF THE CONTRACT

1. **DEFINITIONS AND INTERPRETATION:**

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

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

2. **ELIGIBILITY CRITERIA**

A. TECHNICAL CRITERIA:

The bidder has painted a truss bridge of minimum 45.7m span / industrial structure in erected condition at a height of more than 20 m from ground/ water level within 7 (seven) years from the date of tender.

B. FINANCIAL CRITERIA:

- a) Average Annual financial turnover during the last 03 (three) financial years, ending 31st March of the previous financial year should be at least **₹27.05 lakh** or above.
- b) Authentic Certificates in the form of Audited Balance Sheet and Profit & Loss shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/ client, duly certified by the Chartered Accountant.

C. The company should be in business during the last three years continuously.

3. **WORKMANSHIP:**

The workmanship for the job shall be closely monitored by the Agency’s supervisory staff as per the specification and as directed by the Engineer/ Engineer In-Charge of BBJ/RVNL and/or any other authorised agency of RVNL. Any work done by The Successful bidder is found unsatisfactory or a major mismatch is observed at the site that should be rectified/redone as per the instructions, immediately after notifying the successful bidder. If the successful bidder fails to do so and the same is done by BBJ then BBJ will also recover the same amount from any due payment of the Successful Bidder. **Any rejection on grounds of quality shall be re-done at the successful bidder’s cost.**

4. **QUANTITY OF WORK TO EXECUTE**

The total quantity of part of work as per Bill of Quantity (BOQ) can vary to any extent as decided by BBJ but the unit rate finalized will not change up to the completion of the project.

5. **DURATION OF WORK**

Time is the essence of this contract. Duration of work is **04 (four) months**, and the date of commencement will be considered the date of issue of Letter of Acceptance (LOA) or Work Order, whichever is earlier.

6. **UNIT PRICE**

The unit price shall be inclusive of material, mobilization, demobilization, manpower, consumables cost, all cost of infrastructure, water, electricity, 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, insurance, statutory, incidental charges, supervision, overheads,

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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.

7. **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.

8. **TAXES & DUTIES**

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

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

- i) The successful bidder shall be liable to pay all applicable taxes [excluding Goods and Service Tax (GST)] or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, as applicable, separately in the bill/ invoice/ debit/ credit notes. Successful bidder shall quote their GST Identification No. (GSTIN) in all its bills/invoices/ debit/credit notes.
- ii) The successful bidder has to provide a proper invoice/ debit/ credit notes bearing QR Code wherever applicable in the form and manner prescribed under rules of the GST Act/ rules containing all the particulars mentioned therein. In the event the successful bidder fails to provide the invoice/debit/credit notes in the form and manner prescribed under GST, then in the event of such non-compliance of the GST Act/Rules, the successful bidder shall be liable to indemnify for any losses to the Company.
- iii) The successful bidder shall raise their tax invoice in the regular interval as per contract condition and upload their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from Bidder's bill.
- iv) The successful bidder shall upload/ submit/ report all supply invoices/ debit/ credit notes details in the form of prescribed statements/returns on the GSTN portal on or before the prescribed due dates date as per GST act/rules. The successful bidder shall pay the balance payable GST amount against supplies made to the Company on a monthly basis within due date from the appointed date regularly. Successful bidder shall reconcile the differences/ mismatches in submissions on GSTN portal if any before submission of their final monthly return.
- v) The successful bidder shall issue a credit note or debit note (if any) with reference to an original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from the Company and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. Successful bidder shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Company promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest etc. arises due to non-compliance by the successful bidder, the same shall be reimbursed by the successful bidder to the Company. In case the successful bidder disqualifies in any of the above, please note that the input tax credit (GST) shall not be available to the Company and the Company has right to hold the GST amount without any intimation until the matter get resolved and credit is available to the Company.
- vi) In the event where the input tax credit of the GST charged by the successful bidder is denied by the tax authorities to the Company, the Company shall be entitled to recover such amount from the successful bidder by way of adjustment from the next tax invoice/debit note. In addition to the amount of GST, the Company shall also be entitled to recover from the successful bidder interest along with applicable penalty imposed on the Company under GST laws. It is further agreed that in case the successful bidder fails to charge GST, if applicable, on the services/activities forming part of this agreement, at the time of raising invoices; the Company shall not be liable or responsible for reimbursing such tax, at any later date.

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- vii) The Company reserves the right to change the aforesaid GST/ Tax terms and conditions as notified from time to time by Government of India or respective State Governments. It is further clarified that all payments under this agreement shall be subject to withholding taxes, if applicable.
- viii) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e., SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.

10. **NEW LEVIES/ TAXES**

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

11. **SUBMISSION OF BILLS AND PAYMENTS**

A Tax Invoice shall be submitted by the bidder fortnightly on or before the date fixed by BBJ for all works executed in the period of the month. Payment will be released stage-wise based on the certified bill based which will be accepted by BBJ/RVNL shall apply to the successful bidder.

- a) **95% (ninety-five percent)** of the certified bill value of each RA bill will be released on completion of painting of all members including cross members of each span.
- b) **5% (five percent)** of the certified bill value of from each RA bill will be released on completion of painting of all the 76.2m spans as per order.

12. **PERFORMANCE GUARANTEE**

- i) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to **5% (five percent)** of the contract price/ value of work order either by Bank Draft/ NEFT/ RTGS or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank of India in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the Performance Guarantee is not submitted within 21 days.
- ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus with 06 months claim period. 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 with 06 months claim period.
- iii) 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.
- iv) 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.
- v) 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.

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- vi) The Performance Guarantee shall be released after physical completion of the work plus after completion of 60 days thereafter based on 'Completion Certificate' issued by BBJ stating that the successful bidder has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period/ defect liability period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.
- vii) 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.
- viii) 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.

13. **SECURITY DEPOSIT:**

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

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

- a. After passing the final bill based on the "No Claim Certificate" with the approval of the Competent Authority.
- b. Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned 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.

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14. **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 successful bidder's equipment, machinery and temporary works.

15. **DEFECT LIABILITY PERIOD**

The Successful bidder shall fully guarantee all work as per the scope of this tender/order perform strictly in accordance with the drawings, specifications etc. The work shall be free from all defects. Should any work be not performed as intended or proved defective within **12 (twelve)** months from the date of completion of Works, the work shall upon notification of deficiency/ defect be promptly rectified by the Successful bidder to the satisfaction of BBJ and/or RVNL 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 on the successful bidder.

16. **EMPLOYEES COMPENSATION INSURANCE**

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

Workmen's Compensation 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.

17. **PROVIDENT FUND**

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

18. **STATUTORY COMPLIANCE**

The successful bidder shall ensure strict compliance with all relevant labour laws, Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Payment of Bonus Act, Contract Labour (Abolition & Regulation) 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 as proof. Labour Codes (as per the status of their applicability) shall be entered.

19. **CONFIDENTIALITY OF DOCUMENTS**

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

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

21. **INSPECTION OF WORKS**

Inspection & testing of work executed by the sub-contractor will be done by BBJ and/or RVNL and/or PMC and/or their authorised representative and the sub-contractor is required to get the work passed through BBJ and/or RVNL and/or PMC and/or their authorised representative.

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22. **SAFETY AND ENVIRONMENT AT SITE/SHOP**

- 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 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 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) Any other safety arrangement is recommended to be followed as per instruction of S.W. Railway.
- i) Further, the successful bidder should ensure compliance with COVID-19 protocols as applicable.

23. **GENERAL:**

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

- a) Submits Performance Guarantee
- b) Submits bank guarantee of an equal amount of steel as per Work Order/LOA from any Nationalised/Scheduled bank within India. In case of non-compliance LOA shall stand cancelled and EMD will be forfeited.
- c) Submits Factory License
- d) Submits ESI, PF, Employees Compensation Policy/ Insurance and Group Personal Accident Insurance (if applicable) and other statutory requirements.
- e) Submit proof for Insurance of Construction Plant & Machinery
- f) Sign the work order/ LOA.

24. **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 contractor fails to complete the works within the time as specified in the contract for the reasons not attributable to the successful bidder, BBJ may, if satisfied, allow the contractor 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 the 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 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

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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.

25. 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. 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.

In the above event, 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 all other relevant Statues, Laws/ Rules, Local Rules & Regulations/ Rules of Central/ Local Govt. bodies should abide & comply by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result in 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.

26. 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.

On the failure of the procedure prescribed above or 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 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

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obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

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

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

27. **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, the Purchaser shall be at liberty to take over from the supplier at a price to be fixed by the purchaser, 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 Supplier at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

28. **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 RVNL for settlement of the rate of the extra item(s) of work. If RVNL admits the said extra item(s) of work and settles the rate thereof then BBJ shall also admit they said extra item of work for the successful bidder and pass on 90% of the rate settled by RVNL.

29. **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.
- vi) BBJ shall not be responsible for any delay, loss, damage to 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.

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- 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.

(अनिमेष नियोगी/ Animesh Neogi)

महाप्रबंधक (परियोजना और खरीद) / General Manager (Project & Purchase)

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ANNEXURE - I

LIST OF DEVIATIONS

SL. NO.	BBJ'S eTENDER CLAUSE NO.	BIDDER'S DEVIATED CONDITIONS
(1)	(2)	(3)
1.	<u>NIL</u>	
2.		
3.		
4.		
5.		

ANNEXURE-II

FORMAT

CERTIFICATE

(TO BE SUBMITTED ON SUB-CONTRACTOR'S LETTERHEAD)

REF.:

DATE:

SUB: DEPLOYMENT OF WORKMEN FOR FINAL PAINTING WORK
AT UTTAR PRADESH STATE

REF.: **BBJ WORK ORDER NO. DATED/...../....**

This is to certify that we have complied with all the Statutory Obligations 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 the compliance of all statutory requirements 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