

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

NIT No. eNIT/BBJ/RE-GIRDER/BR.KHURDA/13-2024

Date: November 7, 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; Website: www.bbjconst.com;

e-Tender No.	eNIT/BBJ/RE-GIRDER/BR.KHURDA/13-2024	Date:	7th Nov. 2024
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NOTICE INVITING e-TENDER.

Sealed Tenders under a **two-bid system** (i.e., "Techno-Commercial & Price Part") are invited from eligible bidders for carrying out Re-Girdering Work and other miscellaneous works as detailed in "**Scope of Work**" / "**BOQ**", hereunder:

01	NAME OF WORK	RE-GIRDERING OF MAJOR BRIDGE NO.550DN, 567UP, 951DN, 2CP DN, 4CP DN, 535A DN HAVING THROUGH OPEN WEB GIRDERS/PLATE GIRDERS OF BGML/RBG LOADING STANDARD ALONG WITH REPLACEMENT OF BEARINGS OF VARIOUS BRIDGES UNDER THE JURISDICTION OF SR.DEN (BRIDGE), KHURDA ROAD, EAST COAST RAILWAY IN CONNECTION WITH MISSION 3000 MT
02	SCOPE OF WORK	AS PER NIT/ BOQ
03	COST PUT TO TENDER/ BASIC COST	RS. 23,70,72,349.28 INCLUDING GST.
04	COMPLETION PERIOD	22 (TWENTY-TWO) MONTHS FOR 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 DISTRIBUTED BETWEEN TWO OR MORE SUBCONTRACTORS.
05	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS.10,000/- (RUPEES TEN 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).
06	EARNEST MONEY	RS.20,00,000/- (RUPEES TWENTY 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.

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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> <p>EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSE) FOR SUBMISSION OF "EARNEST MONEY" IS "NOT APPLICABLE" SINCE WORKS CONTRACT ARE EXCLUDED FROM THE PURVIEW OF PUBLIC PROCUREMENT POLICY FOR MSE ORDER, 2012 AND ITS LATEST AMENDMENT(S).</p>	
07	MODE OF SUBMISSION	<p>ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).</p> <p>A HARD COPY OF THE BID, AS UPLOADED, (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>	
08	DATE & TIME SCHEDULE:	Date of Publishing NIT & Tender Documents	07/11/2024
		Document download Start Date	07/11/2024 - 10:00 HRS
		Start Date of uploading of bid document	14/11/2024 - 10:00 HRS
		End Date for uploading of bid document	20/11/2024 - 15:00 HRS
		Date of opening of Technical Bid	21/11/2024 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

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

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INSTRUCTION TO BIDDERS

1. **REGISTRATION OF CONTRACTOR**

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

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

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

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

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

4. **LANGUAGE**

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

5. **SUBMISSION OF BID**

- a. All the pages of the Tender document are to be signed with Company's seal by the bidders. The rates in the appropriate space in the **BILL OF QUANTITY** of the tender should be properly filled.
- b. The Tender shall be signed by the person legally authorized to enter into a commitment on behalf of the tenderer. Tenders are to be submitted in two parts as per following:
- c. Scanned copy of the EMD, Cost of Tender and other documents, as stated below, are to be uploaded in CPP's portal and a hard copy of the same to be sent addressed to CM(P) at BBJ's Head office in a sealed envelope, super scribing "TENDER NOTICE NO." & "FEE PART":
 - i) **Earnest Money Deposit (EMD) of Rs.20,00,000/-** (Rupees twenty lakh only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank draw 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.10,000/-** (Rupees ten thousand five hundred 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 the Chief Manager (Project) at BBJ's Head office in a sealed envelope, super scribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL PART":

- i) Signed copies of documents as per Eligibility Criteria.
- ii) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates.**
- iii) Signed copy of **Provident Fund & Employees State Insurance (ESI) Registration Certificate.**
- iv) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) financial years ending as on 31st March 2024.
- v) Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page.
- vi) **Solvency Certificate** (as per attached format) for at least **40%** of the advertised value of the tender.
- 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.

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 Chief Manager (Project) at BBJ's Head office.

6. INTEGRITY PACT:

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

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

<p>Shri Sunil Pandey IFoS (Retd.) 249, Phase-I, Vasant Vihar, Dehradun – 248001. Uttarakhand Email: pandey.sunil90@yahoo.co.in</p>	<p>Dr. Ravindra Kumar Srivastava IAS (Retd.) A6, Anand Niketan, New Delhi - 110021 Email: srivastava.rks@gmail.com</p>
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7. 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.
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. All rights reserved upon BBJ in this regard.**
10. The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A tenderer, whose tender is not accepted shall not 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.
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. **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.

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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 agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:
- a) An entity incorporated established or registered in such a country; or
 - b) A subsidiary of an entity incorporated established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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-

- 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

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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

NAME OF WORK: RE-GIRDERING OF MAJOR BRIDGE NO.550DN, 567UP, 951DN, 2CP DN, 4CP DN, 535A DN HAVING THROUGH OPEN WEB GIRDERS/PLATE GIRDERS OF BGML/RBG LOADING STANDARD ALONG WITH REPLACEMENT OF BEARINGS OF VARIOUS BRIDGES UNDER THE JURISDICTION OF SR.DEN (BRIDGE), KHURDA ROAD, EAST COAST RAILWAY IN CONNECTION WITH MISSION 3000 MT

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

Agency to read understands and considers all the conditions, special & additional special conditions, instructions, specifications, work scope etc. before quoting rates.

1. **INDICATIVE SCOPE OF WORK: (IN GENERAL, BUT MAY NOT BE LIMITED TO):**
The principal items of works to be executed under this contract will be as follows but not limited to these only:
 - 1.1 Supply, fabrication and erection of welded girders of required spans at site as per RDSO/Railway's approved drawings for 25T Axle load as per M3000.
 - 1.2 Detailed fabrication drawings, scheme for launching/ erection and de-launching will be prepared by the agency as per instruction/ guidance/ consultation of BBJ including their authorised agency and the same need to proof checked by authorities to be nominated by Railway.
 - 1.3 Removal of existing girder and launching of the new girders under traffic block, stacking the removed girder at bridge site as per the instructions of BBJ or Railway's Engineer-in-Charge.
 - 1.4 Casting of bed blocks, replacement of existing bed blocks with the same as per site requirement and as per the instructions of BBJ or Railway's Engineer-in-Charge.
 - 1.5 De-launching of existing girder sand launching of new girders as per the scheme submitted by the agency/ tenderer and approved by BBJ/ Railway.
 - 1.6 Dismantled girders, Tracks, OHE etc. to be returned to Railway's designated place by the Bidder / Agency.
 - 1.7 All other ancillary works for successful completion of works within stipulated time as per instruction of BBJ/ Railway.

Note: The transportation of new girder /components from contractor's fabrication site, workshop or suppliers Stock Yard shall be done at contractor's own cost. However, if required, the agency may need to arrange Railway Wagon at convenient station on payment of admissible freight charges to Railways as applicable.

Loss of items/ damages to be items taken from Railways will be fully recovered from the agency/ tenderer.

TECHNICAL SPECIFICATION

Annexure-A

H-Beam Sleepers

Only the tenderers having the following minimum facilities/capabilities (both financial and technical)/ equipment's, personnel and credentials for past performance in the execution of similar nature of work will be considered for award of this work.

a) Availability of covered workshop of adequate area with the machinery (listed below) and facilities for fabrication & testing to execute this nature of work. The testing shall be as prescribed in the respective IRS specifications.

- i) Profile gas cutting machine.
- ii) Drilling machine.
- iii) Punching machine.
- iv) Shaping machine.
- v) Welding Generator & equipment for arc welding of adequate capacity.
- vi) Planning machine.
- vii) Air Compressor and revetting equipment.
- viii) Jigs & fixtures for fabrication of 'H' beam/Channel sleepers.
- ix) Facility for testing of welding works by dye test/ultrasonic testing.
- x) Master tape of approved quality duly certified for accuracy by National Lab.

b) Experience for same nature of work of fabrication and erection of 'H' beam/Channel sleepers or welded bridge girders.

c) Availability of qualified technical supervisors for fabrication, welding etc. and certified welders.

N.B.:- No assistance, what-so-ever, shall be granted by the BBJ for procurement of raw materials as well as components fittings. Tenderers may note that their offer demanding assistance for the procurement of raw materials and other fittings will not be entertained and such offer will not be considered.

The Tenderer(s)/Contractor(s) shall visit the site of work and ascertain for himself all the aspects of site conditions viz. accessibility, availability of approach roads, nature of soil, availability of materials water for work and drinking purpose, electricity, site for labour camps, stores, godowns, extent of load, lift involved in the work, availability of skilled and unskilled labour etc., that may be encountered in the course of execution of work. **In short, he should familiarize himself full with the conditions obtaining at site and give a certificate to this effect in the proforma appended herewith.**

The Tenderer(s)/Contractor(s) shall submit along with the Tender Photostat copies of credentials for having successfully executed works of similar nature and magnitude involving fabrication and erection of welded steel structures etc. He shall also produce evidence that he possesses the organization and is technically resourceful to undertake this work.

The bidder shall also submit the address of the premises with facility for fabrication and testing.

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Bridge Painting

Annexure-B-1

DEFECTS IN PAINTED SURFACE to the specifications		
Nature of defect	Causes	Effects
1. Blistering	1. Painting in hot sunlight. Film surface dries too rapidly,	Film surface dries too rapidly, trapping solvent which later expands and blisters the paint.
	2. Excessively thick coating.	
2. Brush marks	1.Excessive working of wet film	1. Reduce flow leaving marks.
	2.Working in high temperature	2. Solvent evaporates before film is levelled.
	3. Less material applied.	3. Insufficient body does not permit flow.
	4. Insufficient drying time for previous coat.	4. Not coat softens previous coating which prevents normal flow of paint.
	5.Wrong/insufficient thinner	
3. Cracking checking scaling, flaking	Thick paint film.	Too thick a film applied and previous layers brittle.
4. Bubbling and crating	1. Over shaking.	1. Excessing foaming and bubbling of paint before applying.
	2. High temperature.	2. Material dris quickly preventing breaking of bubbles and flowing.
5. Crawling	1. Improperly cleaned surface.	1. Contamination like oil, grease, residue etc. left on surface cause crawling particularly early in the day.
6. Uneven gloss.	1. Porous surface.	1. Vehicles of new coat sirks into the surface leaving excessive pigment without binder & loss of gloss.
	2. Uneven thickness.	2. Gloss increases with increased film thickness.
	3. Moisture.	3. Moisture on film during drying flattens the gloss.
	4. Overlaps.	4. Due to varying thickness.
7. Holidays	1. Too little paint.	1. Paint applied is insufficient.
	2. Poor quality brush.	2. Wrong type of brush will not give uniform film thickness.
	3. Excessive thinning of paint.	3. Too much thinner causes spreading larger area.
	4. Inadequate mixing of paints.	4. Pigment settles at bottom.
8. Lapmarks.	1. Working too long in one area.	1. Coating begins to set.
	2. Too much heat	2. Solvent is lost rapidly giving thicker film.
		3.Quick evaporating thinner shortens working time causing thicker film.
9. Lifting	1. Application of new film on poorly adhering paints.	1. Shrinking or new film dislodges the old film.
	2. Applying next coat before drying of previous coat.	2.Final coat traps solvent of previous coat.

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	3. Applying hard coat over a softer coat.	3. Contraction of new coat pulls up the softer coat.
10. Pooling	1. Inadequate surface cleaning.	Primers when exposed for long period may chalk or dust and grease contaminate the surface preventing blending rust which forms in unstable surface.
	2. Non-roughening of glossy surface before applying new coat.	
	3. Long delay in applying finishing coat.	
	4. Failure to paint immediately after cleaning.	
11. Sagging & Allegorizing.	1. Failure to roughen the hard or glossy finish of previous coat.	
	2. Applying too much paint.	
	3. Excessive thinning.	
12. Staining	Contaminents on the surface.	They dissolve in paint and cause staining e.g. oil, grease pen / pencil marks.
13. Wrinkling.	1. Applying too much paint.	1. Surface dries but inner layer remains soft.
	2. Applying 2nd coat before 1 st coat is dried.	2. New coat shrinks and wrinkles the softer inner coat.
	3. Painting in hot sun.	3. Surface dried rapidly
	4. Applying paint on cold surface.	4. Surface dries faster while inner paint is still wet.

Annexure-B-2

Dry Film thickness visa-vis covering area and consumption of paint				
Sl. No.	Description of Paint	Dry film thickness in micron	Sl. No.	Dry film thickness and painting combinations in micron.
1	1st finishing coat of Aluminium IS- 2339	15	1	Two coats of red lead and two coats of red oxide = 120 microns.
2	2nd finishing coat of Aluminium IS- 2339.	15	2	One coat of red lead and one coat of Aluminium = 55 microns.
3	1st primer coat zinc chrome IS-104	20	3	Two coats of red lead and one coat of Aluminium = 95 microns.
4	2nd primer coat Red Oxide Zinc chrome IS-2074	20	4	One coat of red lead and two coats Aluminium = 70 microns.
5	1st finishing coat of Aluminium IS- 2339	15	5	One coat of Zinc chrome and one coat red oxide zinc chrome and two coats of red oxide = 80 microns.
6	2nd finishing coat of Aluminium IS- 2339.	15	6	One coat of zinc chrome and one coat red oxide Zince chrome and one coat of Aluminium = 55 microns.
			7	One coat of zinc chrome. One coat of Red Oxide Zinc chrome and two coats of Aluminium = 70 microns.

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Area covered / Litre Paint (Approx)			
1	Zinc Chrome IS-104		9.29 Sqm.
2	Red Oxide Zinc Chrome IS-2074		11.61 Sqm.
3	Aluminium IS-2339		13.94 Sqm.

LOCATION OF REGIRDERING WORK

Existing Details						PG			TOWG		No of MR	No of TR
SL No	Section	Br No	KM	Loadin g standard	Type of girde r	12.2 0	18.3 0	24.4 0	30.5 0	45.7 0		
1	GBK-CTC	550DN	409/34-36	BGML	TOWG	0	0	0	0	1	2	0
2	MCS-BBSN	567 UP	427/23-25	RBG	TOWG	0	0	0	1	0	1	0
3	KUR-PSA	951 DN	574/2-6	BGML	TOWG	0	0	0	0	1	2	0
4	KDRP-CTC	2 CP DN	409/14-10	BGML	TOWG + PG	1	1	0	0	1	5	1
5	KDRP-CTC	4 CP DN	410/30-18	BGML	PG+ TOWG	0	0	5	1	0	9	2
6	KNPR-NRG	535 A DN	400/22-18	RBG	TOWG	0	0	0	0	1	2	0
						1	1	5	2	4	21	3

LOCATION OF WORK (REPLACEMENT OF BEARING)

SSE/BRIDGE /NORTH /KUR				
Sl. No	Bridge No	Span Details	Block Section	Km
	SSE(Br)/North			
1	17 DN	3x30.5m	NQR-GHNH	432/36-40
2	18 DN	1x30.5m	NQR-GHNH	434/12-14
3	19 DN	1x30.5m	NQR-GHNH	434/26-28
4	22 DN Sp.No.1	1x30.5m	NQR-GHNH	437/2 - 438/4
5	22 UP Sp.No.3 NQR end U/S & D/S side.	1x92.0m	GHNH-NQR	437/1-438/3
6	22 UP Sp.No.4 (fixed end) NQR end U/S & D/S side.	1x92.0m	GHNH-NQR	437/1-438/3

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7	22 UP Sp.No.7 (fixed endNQR end U/S & D/S side. GHNH end (Free end)D/S side.	1x76.2M.	GHNH-NQR	437/1-438/3
8	22 UP Sp.No.9 (fixed end) NQR end U/S & D/S side. (Free end) D/S side.	1x76.2M.	GHNH-NQR	437/1-438/3
SSE/BRIDGE /CTC-I				
9	539UP Sp No-1 (2Nos KUR end)	1x30.5m	KNPR-NRG	402/13-45
10	539UP Sp No-3 (4NosBHC and KUR end)	1x30.5m	KNPR-NRG	402/13-45
11	539UP Sp No-9 (2NosBHC end)	1x30.5m	KNPR-NRG	402/13-45
12	539UP Sp No-10 (4NosBHC end and KUR end)	1x30.5m	KNPR-NRG	402/13-45
13	539UP Sp No-11 (4NosBHC end and KUR end)	1x30.5m	KNPR-NRG	402/13-45
14	539UP Sp No-12 (4NosBHC end and KUR end)	1x30.5m	KNPR-NRG	402/13-45
15	539UP Sp No-13 (4NosBHC end and KUR end)	1x30.5m	KNPR-NRG	402/13-45
16	539UP Sp No-14 (4NosBHC end and KUR end)	1x30.5m	KNPR-NRG	402/13-45
17	539UP Sp No-15 (4NosBHC end and KUR end)	1x30.5m	KNPR-NRG	402/13-45
18	539UP Sp No-16 (4NosBHC end and KUR end)	1x30.5m	KNPR-NRG	402/13-45

(SPECIAL CONDITIONS OF CONTRACT FOR P-WAY/TRACK RELATED WORKS)

1.1 GENERAL:

1.1.1 The contractor should appoint a qualified person as site supervisor and the supervisor should have full knowledge of the track works and should be well versed in the safety rules of Railways. The contractor is required to furnish along with the tender the Bio Data of the persons he intends to appoint as his representative at site for supervision of day to day works. Tenders without this information are liable to be rejected. However, the site supervisor will be tested for his knowledge in track works and safety rules by the Engineer- In-Charge of BBJ and Railway and only after being certified by the Engineer-In-Charge he can be allowed to supervise the works at site. The decision of the Engineer-In-Charge regarding the suitability of a person to act as site supervisor shall be final. However the contractor himself may supervise works if certified fit by Engineer-In-Charge.

1.1.2 No work on track shall be undertaken until and unless the BBJ / Railway or his representative and contractors technical supervisor are present at site.

1.1.3 The contractor will observe all safety precautions during working on track and in the vicinity of track. The contractor's supervisor should be well versed in the safety rules of Railways. **No tools and equipment will be supplied by BBJ.** The contractor should procure at his own cost and make available sufficient track gauges, gauge cum levels, spanners, keying and spiking hammers. Augurs crow bars. Tommy bars, claw bars grip gauges, cotter splitters, beaters, ballast rakes, wire claws, forks, wire brushes, ballast screens, mortar pans, screening baskets, shovels powrahs, rail thermometers, expansion liners, slotted fish plates, rail closures combination fish plates, wooden blocks and wedges and all tools and equipment necessary for efficient execution of work including

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that for rail cutting and rail drilling and chamfering of holes.

The contractor will not be allowed to commence the work unless adequate manpower, tools and equipment required for the work are made available by him at site or work. The contractor's men must know the use of safety equipment including use of Detonators. Contractor has to supply and fix luminous temporary engineering restriction boards conforming to the Annexure 8/3 and 8/4 of para 807 & 808 of Indian Railway Permanent Way Manual. The detailed specification for temporary Engineering restriction boards will be supplied to the contractor by BBJ / Railway In-Charge of the work.

1.1.4 The housing accommodation and watering arrangement for contractor's labour will have to be arranged by contractor strictly as per prevailing labour contract Act.

1.1.5 No compensation whatsoever for any accident or injury sustained to labourers will be paid by BBJ.

1.1.6 Before commencement of work, joint inventory of existing materials in the track is to be taken by BBJ and Railway In-Charge of work and contractor and entered in the inventory register and jointly signed.

1.1.7 After handing over the specific section to the contractor, the maintenance of the track including the length under speed restriction will be maintained and guarded by the contractor till the works is over and the track is handed over back to the BBJ / Railway.

1.1.8 The P. way materials required for the work will be supplied to the contractor free of cost from nominated place on voucher.

1.1.9 The contractor will be responsible for the safe custody of all released materials and fittings till such time they are handed over to the BBJ / Railway's PWI-In-Charge of the work at nominated place by contractor's means and acknowledgement obtained.

1.1.10 In case the released P. way materials are left over at site after a day's work, the contractor has to employ Chowkidars day and night till the P. way materials are handed over to Railway's PWI-In-Charge at nominated place as instructed by Engineer –in-Charge of BBJ / Railway.

1.1.11 shifting of labour camp from place to place as the work advances will be done by the contractor at his own cost.

1.1.12 In case, the zone under speed restriction exceeds the stipulated length and time loss is more than permissible; the contractor will have to pool up additional resources to accelerate the work. The loss caused to the Railways by consuming extra time shall be recoverable at the rate specified under clause (vi) of "Safety Precautions" mentioned below.

1.1.13 The following registers and records will have to be maintained by Railway's representative at the site of work. The contractor has to supply these registers and should sign the registers so maintained in token of the acceptance of the entries made therein.

- i) Register of Joint Inventory
- ii) Note order register
- iii) Register of materials laid in track
- iv) Register of materials received back from contractor.
- v) Register of daily progress and type of work
- vi) Register of track parameters
- vii) Drawings, sketches, pegs (Reference levels, cross and longitudinal)

1.2 SAFETY PRECAUTIONS: -

1.2.1 The contractor is responsible for completing the day's work taken in hand in all respect to the satisfaction of BBJ / Railway's representative irrespective of adverse weather conditions and any other situation arising during the course of the work. No extra payment will be made for making any additional arrangements for this.

1.2.2 In case of sudden rain while the work is in progress, the labourers should not leave the site of work keeping the track unsafe for passage of traffic. In case the labourers leave the site of work. BBJ/ Railways In-Charge of the work will take appropriate action to make the track safe for passage of traffic & maintain the same till the contractors labourer return to the site on the same day or the next day. In all such events, the cost of labour and tools and plants etc. expended for rectifying contractors unfinished work will be recovered from the contractors' dues. The recovery per man per day would be made at the rate of Rs. 100/- (Rupees One hundred only) per man-day.

1.2.3 The contractor will be held responsible for any deterioration of track geometry, which results in unsafe condition for passage of train. The cost of detention to trains as a result of unsafe condition of track as result of unsatisfactory work on the part of contractor will be recovered from contractor's dues.

1.2.4 The works should executed to the satisfaction of the BBJ / Railways In-Charge of the work. The contractor will be primarily responsible for the safety of traffic notwithstanding the presence of BBJ/ Railways supervisor staff at site.

1.2.5 In the event of any accident at the work spot a departmental enquiry will be held by the BBJ / Railways. If it is established that the accident occurred wholly or partially due to any negligence on the part of the contractor, he shall render himself liable for all damages and also prosecution as per law.

1.2.6 The contractor will maintain the track where renewal has been done by him till the speed is relaxed to normal sectional speed. A joint programme has to be made out by the contractor and the BBJ / Railways Engineer fixing the dates for gradual relaxation of speed restrictions as per para 308 of Indian Railway Permanent Way Manual. A penalty of Rs. 1,000/- per 100m length per day (over and above the scheduled length under restriction) will be imposed on the contractor for his failure to adhere the target for relaxation of speed restriction.

1.3 PREPARATORY WORKS:

Stage Check is a check to ensure adequate preparedness to undertake the work and stage check should be exercised by over all BBJ / Railways In-Charge of the section. BBJ / Railways Engineers should ensure that stage check has been carried out by the over all In- Charge before commencement of work.

The following preparatory works must be carried out and verified by BBJ / Railways In-Charge before commencement of relaying work:

1.3.1 For Through Sleeper Renewal Work:

1.3.1.1 Unloading of sleepers from wagons should be carried as per exact requirement for every 100M within an error margin of (+/-) 5%. However care should be taken to balance the errors and the errors should not get accumulated beyond a length of 200m. No payment for unloading of sleepers will be admissible unless the wrongly unloaded sleepers are shifted to correct location free of cost by the contractor. The BBJ / Railways In-Charge of the work shall give the Telegraph Post wise requirement of sleepers in advance to the contractor. No payment for shifting the sleepers which may become necessary during the renewal work due to incorrect unloading will be admissible.

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1.3.1.2 Joint Inventory of existing sleepers and rail sleeper fastenings and sleeper fastenings should be recorded jointly by contractors representative and BBJ / Rly's representative at site 100% check should be carried out by PWI-In-Charge /Rly. of the work and 20% test check should be carried out by the Assistant Engineer/Rly.

1.3.1.3 The exact position of rail joints after allowing for one expansion gap each is marked accurately with contractor's steel tape on base rail.

1.3.1.4 Position of new sleepers is then marked on the base rail with white paint and transferred to opposite rail by means of a contractor's T- square.

1.3.1.5 A speed restriction of 20 Kmph is imposed and contractor's temporary Engineering restriction boards are fixed at appropriate places. The contractor shall arrange at his own cost required number of luminous temporary Engineering Restriction Boards conforming to the Annexure 8/3 and 8/4 of para 807 & 808 of Indian Railway Permanent Way Manual. The detailed specification for temporary Engineering Restriction Boards will be supplied to the contractor by PWI-In-Charge of the work. The contractor will arrange Kerosene Oil for lighting of Boards during night.

1.3.1.6 Sufficient Tools, equipment and labour should be arranged in advance to achieve a minimum daily progress of 150 sleepers.

1.3.1.7 The existing rail levels / formation levels shall be taken by contractor with his theodolite / Dumpy level and men under the supervision of BBJ / Railways In-Charge of the work before commencement of the work. Intermediate level pegs should be marked at 20m intervals and change points and semi-permanent pegs should be fixed at 100m interval either at the centre of track or on the cess as directed by BBJ / Railways In-Charge of the work. The design of the pegs will be approved by Railways Sr.DEN/DEN-In-Charge of the work. Payment for fixing of pegs shall be made as per schedule. The proposed rail levels after renewal should be got approved by Railways Divisional Engineer-In-Charge of the work and marked at the site. The existing and proposed longitudinal section of the track should be available at site.

1.3.1.8 In curves for speed restriction up to 50 Kmph, 50% of total cant will be provided. Super elevation shall be raised in subsequent round of packing.

1.3.1.9 Re-alignment of curves and straight should be done before commencement of renewal work.

1.3.2 For Through Rail Renewal Work:

1.3.2.1 A speed restriction of 20 Kmph is imposed and contractor's luminous temporary Engineering restriction boards are fixed at appropriate places as directed by BBJ / Railways In- Charge of the work.

1.3.2.2 Joint Inventory of existing rails and rail sleeper fastenings should be recorded jointly by contractors representative and BBJ / Rly's representative at site. 100% check should be carried out by Railways PWI overall In-Charge of the work and 20% test check should be carried out by the Railways Assistant Engineer.

1.3.2.3 The rails to be renewed should be classified and paint marked on as per para 320 & 321 of Indian Railway Permanent Way Manual by Railways Assistant Engineer before commencement of renewal work.

1.3.2.4 Unloading of rails should be done under personnel supervision of the Railways PWI-In-Charge of the work. Ramps made of unserviceable rails should be used for unloading and utmost care must be taken to avoid damage to rails.

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1.3.2.5 All rails must be examined for any defect and bent / kinked rails must be straightened by Jim crow in advance.

1.3.2.6 Pairing and butting of rails should be completed on the cess at the location where renewal is planned. The utmost care is to be taken to ensure that no rail infringes the track or is likely to infringe the track under vibration of running trains.

1.3.2.7 Rails of same lengths should be used in pairs.

1.3.2.8 Two fish bolt holes must be drilled at either end of each rail/rail panel as per the approved template. All the fish bolt holes must be chamfered by contractor with his chamfering tool and only after obtaining a certificate from Railways PWI-In-Charge of the work to the effect that all the fish bolt holes have been drilled and chamfered properly, the rails can be laid on track.

1.3.2.9 The rails meant to be used at level crossings and station yards should be given a coat of coal tar before laying.

1.3.2.10 The location of rail joints in approach of level crossings, bridges. Points & crossings & curves must be decided in advance by Railways PWI-In-Charge of the work and marked at site.

1.3.2.11 Sufficient tools, equipment and skilled labour should be arranged in advance to achieve a minimum progress of 500m in a traffic block period of 2 hours.

1.3.2.12 Closure rail pieces of 1", 2", 3", 4", 5" & 6" lengths (4 pieces of each size) should be prepared and kept ready at site.

1.3.2.13 The required length of cut rail for closing the days work should be calculated and the cut rails should be kept ready. The work should be planned in such a manner that the shortest length of rails to be used in track is not less than 5.5 metres. The cut rails should not be laid opposite to each other.

1.3.2.14 Sufficient Nos. of fish bolts, fish plates washers, grease should be arranged at site before commencement of renewal. The fishing surfaces of rails and fish plates should be greased before putting the fish plates in position. The required quantity of grease of approved quantity as per specification IS: 408 should be arranged by the contractor at his own cost.

1.3.2.15 Track protection equipment as per Annexure 8/1 and 8/2 of para 806(1) and 806(2) of Indian Railway Permanent Way Manual should be arranged at site. All required protection equipment except. Detonators should be arranged by the contractor at his own cost. Detonators shall be available with the BBJ / Rly's site supervisor. The Railways PWI-In-Charge / BBJ of the work should ensure availability of protection equipment and trained staff at site for carrying out protection work.

1.3.2.16 The works will be executed under traffic block or caution order as required and the same will be arranged by Railway. Speed Restriction/ Caution Indicator Boards as required shall be fixed at appropriate places as per the direction of BBJ / Rly's representative. The contractor shall arrange at his own cost required number of luminous temporary Engineering Restriction Boards conforming to the Annexure 8/3 and 8/4 of para 807 & 808 of Indian Railway Permanent way Manual. The detailed specification for temporary Engineering Restriction Boards will be supplied to the contractor by BBJ / Railways In-Charge of the work.

1.3.2.17 It must be ensured before start of rail renewal on curved track that all the curve boards and rail posts indicating transition points as described in para 413 of Indian Railway Permanent Way Manual are available on the curves. Deficiencies, if any, shall be made good by the contractor at his own cost before commencement of work.

1.3.3 FOR LIFTING OF TRACK.

1.3.3.1 Longitudinal levels should be taken by the contractor with his theodolite / dumpy level and men and correct level pegs should be fixed at 20m intervals before lifting is commenced.

1.3.3.2 The proposed rail levels should be got approved by Railways Sr. DEN/DEN-In-Charge of the work and marked at the size. The existing and proposed longitudinal section of the track should be available at site.

1.3.3.3 Lifting should commence from the downhill and carried out in the direction of rising grade in case of single line. It should proceed in the opposite direction to traffic in case of double line care being taken not to exceed the easement gradient of 25mm in one rail length of 13M.

1.3.3.4 Before commencement of work, it must be ensured that there will be no infringements of standard dimensions due to bridges and over head structures.

1.3.3.5 Sufficient equipment. Non-infringing track lifting jacks and labour should be arranged by the contractor for giving a daily minimum progress of 200m. the cumulative progress for a period of 10 days (consecutive) should not be below 1500 meters . For any short fall recovery will be made at the rate of Rs.3/- per meter.

1.3.3.6 A speed restriction of 20 Kmph should be imposed, and temporary Engineering Restriction Boards are fixed at appropriate places. The contractor shall arrange at his own but required number of temporary Engineering Restriction Boards conforming to the Annexure 8/3 & 8/4 of para 807 & 808 of Indian Railway Permanent Way Manual. The detailed specification for temporary Engineering Restriction Boards will be supplied to the contractor by Railways PWI-In-Charge of the work.

1.3.3.7 No lifting of track should be planned on old ballast bed without shallow screening.

1.3.3.8 Lifting work must be preceded by shallow screening of ballast as per para 227 of Indian Railway Permanent Way Manual where deep screening is not done.

1.3.4 Deep Screening of Ballast.

1.3.4.1 Existing rail levels and formation levels should be plotted and attached to the schedule.

1.3.4.2 A longitudinal section of the track should be taken indicating the rail levels at every 30 metres, as also at changes of grades, obligatory points like culverts, bridges over line structures, tunnels, level crossings, signal gantries and points and crossings.

1.3.4.3 In station yards, on run through lines, cross sections at every 50 metres should be taken and plotted including platform levels, rail levels and clearance to underside of over line structures.

1.3.4.4 On the basis of the longitudinal and cross sections the final levels will be decided by the Engineer-In-Charge keeping in view the depth of ballast cushion to be provided and the possibility of eliminating humps, sags and unevenness in the existing longitudinal section. The reference pegs shall be available at 30m intervals to determine longitudinal and cross levels.

1.3.4.5 The repairs to cess should be carried out to bring it to correct level.

1.3.4.6 The minimum daily progress of deep screening work (for 150 mm depth) shall be 100 meters. Monthly progress should be minimum 2000 meters failing which recovery at the rate of Rs. 10/- per meter will be made. Penalty shall be calculated with cumulative effect. If the contractor makes up the back log of a month in the following month, the penalty may be waived by BBJ / Railway In-Charge of the work and the decision of the Railways Sr. DEN/DEN in this regard shall be final and

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binding.

1.3.4.7 The rate for deep screening includes slowing of curves.

1.3.4.8 Sleeper renewal if planned, should be carried out in advance of Deep Screening.

1.3.4.9 Sufficient No. of wooden blocks/ wedges must be arranged at site.

1.3.4.10 Sufficient No. of ballast screens of appropriate size for screening of ballast should be available at site.

1.3.4.11 A speed restriction of 20 Kmph should be imposed and temporary Engineering Restriction Boards are fixed at appropriate places. The contractor shall arrange at his own cost required number of temporary Engineering Restriction Boards conforming to the Annexure 8/3 & 8/4 of para 807 & 808 of Indian Railway Permanent Way Manual. The detailed specification for temporary Engineering Restriction Boards will be supplied to the contractor by PWI-In-Charge.

1.3.4.12 Surplus screened muck shall be transported away from track free of cost upto a lead of 100 meters, irrespective of the height.

1.3.5 Through Packing of Track:

1.3.5.1 Track readings should be jointly taken by the Railway's representative at site and contractor before commencement of work.

1.3.5.2 Inventory of all track fittings existing on the portion of the track proposed to be through packed should be jointly recorded by the Railway's representative at site and contractor.

1.3.5.3 All track fittings required to recoup the deficiencies should be made available at site. the contractor has to carry the fittings from nearest store Depot of the Railways PWI-In-Charge of the work free of cost.

1.3.5.4 Sufficient tools and equipment and labour should be arranged by the contractor for giving a minimum daily progress of 200M.

1.4 QUALITY ASSURANCE:

The following minimum standard of track para metres must be achieved for release of payments.

1.4.1 For Through Sleeper Renewal:

After completion of the work, the BBJ / Railways In-Charge of the work shall check the quality of the work executed and no payment towards renewal of sleepers will be made unless following minimum standard of execution is achieved.

- a) All sleepers should be laid as per the correct spacing marks given on rails conforming to provisions in para 244 of Indian Railway Permanent Way Manual.
- b) All sleepers should be laid square to the track.
- c) One round of through packing is given to the newly laid sleepers.
- d) The percentage of loose sleepers when checked with the help of contractors flax metre should not exceed 10%. At no location two consecutive sleepers shall be loose.
- e) All complement of rail sleeper and sleeper fastenings have been provided as per design.
- f) The track gauge should be within 5mm tight to 3mm slack for straight track including curved track of radius 350M or more and up to 10mm slack for curves track of radius less than 350m in case special sleeper for curves are provided. These measurements are with reference to nominal track gauge of 1676 mm.
- g) Sleeper to sleeper variation in track gauge should not be more than 2mm.

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- h) No low joints should be allowed and high joints should not be more than 2mm above the general rail level.
- i) Spacing of sleepers with respect to theoretical spacing should not vary more than (+/-) 20mm.
- j) Cross level to be recorded on every 4 th sleeper should not be more than (+/-) 3mm on straight track.
- k) Proper designed super elevation should be provided on curved track to an accuracy of 5mm measured on every 4th sleeper.
- l) Alignment
- i) On straight track on 20M chord +/- 2mm
- ii) Variation over theoretical versines
- a) On curves of radius more than 600M on 20M chord +/- 5mm
- b) On curves of radius less than 600M on 20M chord +/- 10mm
- m) Variation in longitudinal level with reference to approved longitudinal sections should not be more than 50mm
- n) The released sleepers and fittings are properly accounted for and neatly stacked sufficiently clear of track.
- o) All the missing/ defective curve boards. Transition indicator boards, Gradient Posts, Kilometre Boards LWR boards, Level Crossing Boards etc. in the length under renewal must be made good at contractor's cost. Existing boards should be repaired/painted the prescribed collars as directed by AEN-In-Charge of the work.
- (p) Side drains, ballast walls to be repaired.

1.4.2 For Through Rail Renewal Works:

After completion of the work, the BBJ / Railways In-Charge of the work shall check the quality of the work executed and no payment towards renewal of rails will be made unless following minimum standard of execution is achieved.

(a) Correct expansion gap is provided at joints.

For single rails gap at rail joints should be provided as per para 3 1 5 of Indian Railway Permanent Way Manual which is reproduced below:

Rail Temperature Range	Recommended initial laying gap for 1213M rail length.
0 to 10° Celsius	10mm
10 to 25° Celsius	8mm
25 to 40° Celsius	6mm
40 to 55° Celsius	4mm
55 to 70° Celsius	2mm
Above 70° Celsius	Zero

For SWP, gap at rail joints should be provided as per para 508 (for zone III) of Indian Railway Permanent Way Manual which is reproduced below:

Rail Temperature at the time of Installation in centigrade:

tm-22.5 to tm-17.6	tm-17.5 to tm-12.6	tm-12.5 to tm-7.6	tm-7.5 to tm-2.5	tm-2.4 to tm-2.5	tm-2.6 to tm-7.5
Initial Laying gap in mm ...					
12mm	10mm	8mm	6mm	4mm	2mm

The value of "tm" will be decided by the Divisional Engineer.

(b) Rail joints:

... Rail joints shall be laid square to track on straight track. In curved track, no joint shall be out of square by more than half pitch of holes in fish plates.

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... Mid staggering of rail joints should be done on curved track of radius less than 400M
... No fish plated rail joints are permitted within the level crossing portion and within three metres on either side of level crossing for single rail track and within six metres in case of SWR track.
... No fish plated rail joint should be provided within 3M of a bridge abutment.
.... No fish plated rail joint should be provided over small bridges of less than 6.1M. for other spans, rail joints should preferably be provided at 1/3 rd span from either end.

- (c) No bent/ kinked rails should be laid in track.
- (d) All four fish bolts should be provided at all rail joints after chamfering of bolt holes.
- (e) The fishing surfaces of rails and fish plates should be greased at rail joints.
- (f) The rail fastenings should be driven correctly in proper direction.
- (g) The rails used at level crossings and station yards should be given a coat of coal tar.
- (h) The released rails and fastenings are properly accounted for classified and stacked on the cess sufficiently clear of track.
- (i) The gauge face of rails shall be applied a coat of grease graphite before putting in track.
- (j) On curves, all the stations numbers at 10m interval should be painted on the inner web of the outer rail. The corresponding Versions and Super Elevations should be painted on the inner web of the inner rail.
- (k) All the joints, including welded joints should be numbered serially Km . wise

1.4.3 For Lifting of Track:

After completion of the work, the BBJ / Railways In-Charge of the work shall check the quality of the work executed and no payment towards lifting of track will be made unless following minimum standard of execution is achieved.

- (i) The work has been carried out satisfactorily to the satisfaction of BBJ / Railways In-Charge of the work
- (ii) One round of through packing should be given immediately after lifting of track and the track parameters must confirm to the standards as mentioned for through sleeper renewal work of the tender schedule.
- (iii) The designed rail level is achieved.
- (iv) Shallow screening of ballast has been carried out.
- (v) The repairs to cess has been carried out bring it to proper level and width.

1.4.4 Deep Screening of Ballast:

After completion of the work, the BBJ / Railways In-Charge of the work shall check the quality of the work executed and no payment towards deep screening of ballast will be made unless following minimum standard of execution is achieved.

- (i) The work has been carried out satisfactorily to the satisfaction of BBJ / Railways In-Charge of the work and final longitudinal and cross levels of formation has been achieved.
- (ii) Proper cross slope of 1 in 40 must be ensured from centre of track towards cess side in case of single line. In case of double line tracks at same level, the cross slope shall be given from centre of formation.
- (iii) In case of track in cuttings side drains should be cleaned and the bottom of side drains should be at least 30cm. below the formation level.
- (iv) In ballast walls where provided in cuttings all weep holes must be cleaned. Provision of weep holes where none exist and rebuilding of ballast wads if necessary must be completed.
- (v) The spoil from deep screening and cleaning of side drains must be disposed off as per direction of BBJ / Railways In-Charge of the work in such a way that it is not likely to be washed back in to the drains.
- (vi) One round of through packing should be given immediately after deep screening and the track parameter's must confirm to the standards as mentioned for through sleeper renewal work of the tender schedule.

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1.4.5 First through Packing:

After completion of the work, the BBJ / Railways In-Charge of the work shall check the quality of the work executed and no payment towards deep screening of ballast will be made unless following minimum standard of execution is achieved.

(i) The track parameters must confirm to the standard specified as per para 16 of Indian Railway Permanent Way Manual.

(ii) There should not be any deficient fittings in the through packed track.

(iii) The cess and track should be cleared of all grass, plantations and muck up to a depth of 1m along the slope of the formation in case of banks. The formation top edge is clearly defined and uniform. In case of formation width being more than standards, dog bellying shall be done to define the standard formation and cross drains at 6 metre intervals excavated to slope of 1 in 20 and a trapezoidal cross section of 450mm top width and 300mm bottom width. The depth of the cross drain will be decided by the PWI-In-Charge of the work

(iv) In case of cuttings, side drains must be cleaned. The weeds and plantations on cuttings up to a height of 1m above rails should also be cleaned.

(v) The ballast in the cribs and shoulders should be **profiled and rammed**.

(SPECIAL CONDITIONS OF CONTRACT BRIDGE PAINTING -1)

1.0 Surface preparation:

1.1 Classification-'A' : This classification is to be adopted where the existing primary coat of paint is in sufficiently good condition having no signs of rust and adhering to the metal so well that it will not chip off when hit by the pointed end of the chipping hammer. The surface to be painted shall be made free from oil, grease and dirt. The firmly adhering existing primary coat of paint shall not be removed. The surface shall be rubbed with soft wire brushes and sand/emery paper in an approved manner. This is only for obtaining a rough uniform surface and not for removing the paint.

1.2 Classification-'B' : This should be resorted to where rust has appeared in many places and existing primary coat of paint has developed cracks, peeling, blistering brittleness and is in bad condition, and where the primary coat of paint chips off when hit by the pointed end of the chipping hammer. The surface to be painted shall be exposed to bare metal. Scrapers, chippers, hammers, knives, chisels, wire brushes, emery/sand papers, pumice stone etc. may be used in an approved manner. Wire brushing shall invariably be done at the end so as to obtain a uniform rough surface.

1.3 Surface preparation of both classifications may be prescribed for the same span/bridge if the areas under each classification are sufficiently large and distinguishable. Prior decision, based on detailed inspection, shall be taken by the AEN as to where each of these classification systems has to be adopted in a given span/bridge, the areas under each classification shall be measured and record kept thereof before the painting work is undertaken.

1.4 Surface preparation shall not be done unless the approved paints of sufficient quantity (both primer and finishing coat paints) are available in stock.

1.5 Special care should be taken in preparing corners, junctions of members, head & 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.

1.6 Surface preparation shall not be carried out in the following conditions :-

a) In rainy season.

b) In extremely Windy/Misty/dust blowing conditions.

c) In night

d) In winter before 8 A.M.

e) In summer between 11 and 15 Hrs. on areas which are likely to be exposed to direct sunlight.

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1.7 No chemicals shall be used for surface preparation.

1.8 Surface preparation should be commenced at the top of the job and worked downwards.

1.9 Water shall not be used for removing dust.

1.10 Painting:-

1.10.1 For surface preparation to classification-A:- The steel work shall be painted with 2 finishing coats only, as per the schedule prescribed in section 4.19.2 of these specifications.

1.10.2 For surface preparation to classification-B :- The steel work shall be painted as per schedule prescribed in section -4.19.1 & 4.19.2 of these specification.

1.10.3 A little quantity of lamp black shall be added, as directed by the Engineer in Charge, to the paint for the first prime coat to distinguish the first coat from the second.

1.10.4 So also, a little blue paint shall be added, as directed by the Engineer in Charge, to the first finish coat, for distinguishing the first coat from the second.

1.10.5 Painting shall not be commenced till the surface preparation has been approved by BBJ representative / Railways SSE/JE (Bridge).

1.10.6 Paint shall not be applied under the conditions mentioned in clause 4.6.

1.10.7 Paint shall be applied only on dry and clean surfaces free from moisture or dust (including scraping dust).

1.10.8 The paint drums must be rolled, turned upside, downside and shaken before opening. Sealed containers of paint of approved brand will be opened in the presence of the BBJ representative / Railways SSE/JE (Bridge). The paint must be stirred well before use. Over stirring which results in visible air bubbles or foam formation shall be avoided.

1.10.9 If thinners are to be added to the paint supplied by firms, they should conform to the manufacturers recommendations/specifications. In all cases, the thinner shall be added wherever necessary only in the presence of the BBJ representative / Railways SSE/JE (Bridge). The quantity of thinner should be decided after trial and only the required quantity added so that the specified dry film thickness is obtained for each coat. Kerosene oil should not be mixed with any paint under any circumstances.

1.10.10 The paint must be applied by means of flat brushes not more than 75mm in width having soft flexible bristles and conforming to IS:384. Round and oval brushes of approved quality to IS:487 may also be used as per the instructions of the BBJ representative / Railways SSE/JE (Bridge). The new brush should be soaked in raw linseed oil to IS:77 for atleast 24 hours before use.

1.10.11 Paint should not be applied on wet surface.

1.10.12 When stopping work for the day, clean water should be poured over the paint remaining in the paint cans and this water should be poured off when work is restarted; this will prevent oxidation of the paint in the cans.

1.10.13 All brushes should be kept in a pot of clean water when not in use. On no account should they be left standing in the paint or laying on the work.

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1.10.14 The working capacity of new brushes will improve if bound with a string for a short distance down from the top of the bristles which lessens the dirt on the bristles during use, as the bristles wear down the binding should be removed so as to preserve a uniform length of bristle.

1.10.15 While painting the brush shall be held at 45° to the surface and paint applied with several light vertical/lateral running the brush frequently and transferring the paint to cover the whole surface. After this the brush shall be used crosswise for complete coverage and finally finished with vertical/lateral strokes to achieve a uniform and even surface in laying off for the day, the brush should be laid on that portion of the work already done so that the joining may not be perceived.

1.10.16 Rags, waste cotton, cloth or similar articles shall not be used for applying paint.

1.10.17 The coat of paint applied shall be such that the prescribed dry film thickness is achieved by actual trial for the particular brand of paint. The applied coat of paint shall be uniform and free from brush marks, sags, blemishes, scattering, crawling, cracking, checking, scaling holidays and allegoric and other defects enumerated in Annexe-II.

1.10.18 Paints should be used within the prescribed shelf life from the date of manufacture. The quantity of paint procured should be such that it is fully utilized before the period prescribed for its use.

1.11 Shell life of paint:

1	Paint Aluminium to IS:2339	12 months
2	Paint Zinc Chromate to IS:104	12 months
3	Paint Red Oxide Zinc Chromate to IS:2074	12 months
4	Oil Linseed Boiled to IS:77	24 months

1.12 Each coat of paint shall be left to dry till it sufficiently hardens before the subsequent coat is applied. The drying time shall not be less than 3 days in the case of Red Lead paint. Each coat of paint shall be inspected by BBJ representative / Railways BRI/AEN and certified as satisfactory before applying the subsequent coat.

1.13 The time lag between the successive operations shall under no circumstances exceed those specified below:

1.13.1 Between Surface Preparation to classification-A and the first finish coat 48 Hours.

1.13.2 Between surface preparation to classification-B and the first primary coat 24 Hours.

1.13.3 Between the primer coat and the first finishing coat 7 Days.

1.13.4 Between the first finishing coat and the second finishing coat 7 Days.

1.14 When delay in applying the primary coat over the prepared surface is unavoidable, the clean surface should be given a coat of approved quality of boiled linseed oil to IS:77 to protect the surface against corrosion until the priming coat could be given. The boiled surface should be cleaned thoroughly before applying the priming coat.

1.15 The thickness of the dry films shall not be less than the thickness specified in Annexe-II. If the thickness is found to be less than that specified, additional coat of paint has to be applied to bring it to the required thickness. The thickness shall be measured by an Elcometer of an approved type and duly calibrated.

1.16 At the completion of the painting, the following information shall be painted on the girder in 10 cm letters.

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1.17 Month and Year of Painting.

(SPECIAL CONDITIONS OF CONTRACT BRIDGE PAINTING -2)

1.1 The BBJ / Railway reserves the right to allot the work in full or in part to one or more agencies, No claim what-so-ever shall be entertained on this account.

1.2 The tenderer should note that in the event of his tender being accepted he/they should be in a position to commence the work immediately and complete the work in all respects within the completion period specified in the tender documents. The period for completion will be counted from the date of issue of the letter of acceptance.

1.3 The Engineer's representative will ensure the issue of suitable caution order for the safe and uninterrupted movement of traffic before the work is undertaken on any bridge and till this is issued the work shall not be commenced. In electrified sections painting on the members of through and semi-through girder bridges coming in the zone of influence of electricity shall have to be done during power blocks to be arranged by the Railway. The contractor will not be entitled to claim any extra on both these accounts.

1.4 The Contractor shall be full responsible for ensuring uninterrupted movement of Railway traffic, except painting is when done under power block as mentioned in Special Condition. The contractor engage sufficient number of lookout men to should warn the work men of approaching trains.

1.5 Scaffolding and staging sufficiently strong to take the load of the materials and men required to execute and inspect the works shall be provided by the Contractor at his cost.

1.6 Heavy materials such as rails, scaffolding hooks, etc. may not be taken on the bridge without adequate protection by the Engineer's representative, as per the General and subsidiary Rules for the Railway.

1.7 Scaffolding, staging etc. shall not infringe the prescribed Schedule of Dimensions of the Railway.

1.8 The Contractor should ensure that the labour engaged by him do not feel giddy while working at heights or while walking over the bridge sleepers.

1.9 The Contractor should arrange to supply at his own cost chipping goggles, face mask, gloves, shoes, helmets, safety jackets etc. to his workmen.

1.10 On bridges where there is a risk of persons falling and drowning, necessary equipment such as lifeboat etc. should be kept ready by the Contractor.

1.11 A fully equipped first aid box shall be maintained at the site by the contractor with a person fully trained to give first aid.

1.12 Inflammable articles such as petrol, oil etc. should be stored separately from other materials and all prescribed precautions as per the Indian Explosives Act shall be taken by the Contractor. The BBJ / Railway will accept no liability whatsoever in this regard.

1.13 Staging and scaffolding should be provided for at least two full spans and should not be removed the final coat of paint is applied, inspected and passed.

1.14 All regulations of Central and State Governments and Local Bodies shall be fully followed by the Contractor.

1.15 The contractor should also provide accident insurance cover to the labour employed by his for

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the work.

1.16 It shall be the responsibility of the Contractor to see that the steel work in particular and the Railway property in general do not get damaged in any way.

1.17 Paints manufactured by the following firms of repute only shall be used:-

- i) M/s Asian Paints.
- ii) M/s Jenson & Nicholson,
- iii) M/s. Nerolac,
- iv) M/s. Shalimar Paints,
- v) M/s Bergar Paints (formerly M/s. British Paints)
- vi) M/s Garware Paints.

1.18 Paints for both primer and finishing coats shall preferably be procured from the same firm for achieving better results.

1.19 In addition to the information on the labels/markings on the containers, the contractor should furnish the BBJ / Railway with the date of manufacture. The contractor should also produce the vouchers in respect of the paint purchased by him.

1.20 The Contractor shall be fully responsible for the safe and proper storage of the paints in the godown to be constructed by him at the site of the work. All facilities will be afforded by the Contractor for checking his stores by the Engineer or his representative or any other inspecting officer as and when required. Paint drums once brought inside the contractor's godown/shed shall not be removed there from without the specific approval of the Engineer or his representative.

1.21 The inspecting official BBJ / Railways will sign on the drums as a token of his approval of paint and cover his signature with the adhesive tape. Each drum thus approved will be entered in the site register.

1.22 BBJ / Railways representative will get the seal of the container broken and will also make cut marks on the top of the drums which will enable him to detect if the inspected drum is again offered for his inspection.

1.23.

I) The Contractors should place order on any approved reputed manufacturer for supply of paint to IS specification. The paint should be supplied by the manufacturers in properly labelled sealed drums.
II) Each batch of paint supply should be supported by ISI Certificate, Data sheets issued by the manufacturers.

III) Before undertaking the work on a particular bridge, the quantity of paint collected by the contractor at site and passed should be adequate for completion of at least one span, so that the work is not left half-way due to shortage of paint.

IV) For chemical analysis of paint, random samples from a batch should be collected by the BBJ / Railways representative personally. The samples thus obtained should be labelled properly and sealed. One of the samples should be sent to a recognized testing Laboratory (**i.e. either of any reputed Govt. Engineering College/NIT/IIT/Govt. Testing Laboratory or CMT/KGP/S.E. Rly or NTH /Alipore /Kolkata**) by BBJ / Railways representative and acknowledgement obtained. The test certificate issued by the laboratory should indicate the references of receipt slip, number etc. The other sample should be sent to the divisional office where the same will be reserved carefully.

1.24 Random representative samples shall be taken as prescribed in section 2 of IS:101 from each lot of paint brought by the Contractor and shall be got tested at the Contractor's expense from recognized testing Laboratory (i.e. either of any reputed Govt. Engineering College/ NIT/ IIT/ Govt. Testing Laboratory or CMT/KGP/S.E. Rly or NTH/Alipore/Kolkata), as found convenient by the BBJ / Railways representative. If the test results do not conform to the relevant IS specifications, the

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whole lot/lots of paint shall be rejected and got removed from the site by the Contractor. Paint from the rejected lot, if already applied, shall be removed and the girders repainted by the contractor at his own cost.

1.25 In addition to the tests conducted as per the Special Condition No.5.23 the BBJ/ Railways representative shall conduct the following field tests at site before using the paint (a minimum of two tests per batch of paint shall be conducted at random).

- i) Weight per liter cup 100 ml. Capacity stainless steel.
- ii) Consistency test by Ford Cup-Viscometer No.4
- iii) Scratch hardness test (hand operated).
- iv) Flexibility and adhesion test with 6.25 mm rod.

1.26 The final acceptability of the supplied paint shall however be governed by the results of the tests conducted from recognized testing Laboratory (i.e. either of any reputed Govt. Engineering College/ NIT/ IIT/ Govt. Testing Laboratory or CMT/KGP/S.E. Rly or NTH/Alipore/Kolkata), even if the results of the field tests stipulated in Special Condition No.5.25 are satisfactory. On the other hand, the BBJ / Railways representative reserves the right to reject a lot of paint on the basis of the results of the field test stipulated in Special Condition No.1.25 only, without taking recourse to any other testing.

1.27 The thickness of the applied paint (dry film thickness shall be measured at least 5 locations for each plate girder span and at least two locations for each panel of a triangulated span. The thickness of the paint film shall be measured by the BBJ / Railways representative and minimum 20% test checked by the Railways representative AEN. In the case of surface preparation to classification-A, the existing paint thickness will be measured and recorded before commencing the painting work.

1.28 Maintenance of Field-cum-site order books.

1.28.1 Field-cum-site order books shall invariably be maintained by the Engineer's representative bridge wise. These should be offered to the inspecting officers for their perusal and remarks.

1.28.2 The Field-cum-site order book shall contain the following information: -

- i) Section, Km. Bridge No, Span details, type of girder (indicating CE's Drg. No.).
- ii) Contractor's name and details of agreement.
- iii) Details of paints brought by the contractor lot-wise, i.e. name of manufacturer, date of manufacture, date of expiry, batch No., reference No., specifications reference to test certificate from recognized testing Laboratory (i.e. either of any reputed Govt. Engineering College/NIT/IIT/Govt. Testing Laboratory or CMT/KGP/S.E. Rly or NTH/Alipore/Kolkata).
- iv) Dates of commencement and satisfactory completion of:
 - a) Surface preparation.
 - b) Painting of First primer coat.
 - c) Painting of Second Primer Coat.
 - d) Painting of First finishing coat.
 - e) Painting of Second finishing coat.
- v) Measurement of thickness of paint as measured by Railways SSE/JE Bridge and as test checked by the Railways ADEN/DEN for each coat of paint.
- vi) Results of the tests conducted by the Railways SSE/Bridge in the field on the paint, as per special condition No.1.25
- vii) Record of consumption of paint vis-à-vis actual area covered span wise.
- viii) Details of the checks conducted in the paint godown /shed of the contractor.
- ix) Labour Strength employed by the Contractor.
- x) Any other important and special instructions given to the Contractor.

1.28.3 Each entry in the Field-cum-site order book shall be signed by the BBJ / Railways Engineer's

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and the Contractor or his authorized representative in token of acceptance. If a particular portion of a girder is not required to be prepared to surface preparation, classification-B, advance intimation has to be given to the Contractor and clear acknowledgement obtained in the field-cum-site order book before the Contractor commences the work on any girder span.

1.29 Each Contract Certificate will be accompanied by a certificate by the BBJ / Railways Engineer's as under.

"Certified that the Surface preparation to classification-A and/or B/Primer Coats/ Finishing coats of Span No._____ of Br. No._____ have been satisfactorily completed as per Specification".

1.30 Measurement: Actual area scraped/painted shall be recorded. Only the projected area shall be measured, and no extra will be allowed for scraping/painting rivet/bolt heads and nuts.

1.31 The Contractor shall maintain for one year after completion of the entire work as per the agreement, which includes rectification of all the defects mentioned in Annexure-I of the Specifications. Rectification, if any, during this period, will be done by the Contractor at his own cost. The decision of the BBJ / Railways Engineer's in regard to the need for rectification shall be final and binding on the Contractor.

1.32 Supply of Instruments: The Contractor shall supply the following instruments at his cost. These have become the property of BBJ / Railway.

- i) Wire brush- 20nos.
- ii) Oval brush- 20nos.
- iii) Flat brush-75mm -20nos.
- iv) Sharp edged scraper = 20 nos.
- v) Digital Elcometer of a make approved by the Engineer.

1.33 Security deposit will be refunded after successful completion of all works. Settlement of all dues, less debits if any according to the terms & conditions of contract subject to fulfilment of condition No- 1.31.

The above conditions are read/understand and accepted by me/us with the rates offered by me/us as above.

Note-

1.0 In case of any disputes regarding interpretation of any of the above clause, decision of the BBJ shall be final and binding on the Contractor.

2.0 The work will be executed under the supervision of Railway / BBJ.

3.0 Supply of all materials will be as per Railway's approved list

4.0 All types of testing will have to be carried out as per Railway / BBJ instruction.

5.0 BBJ may provide Tools, tackles, Plants and equipments (Hydraulic Crane, Compressor, DG set etc.) to the contractor as per availability and as per requirement of the BBJ's Site In Charge. No extra claim will be made by the contractor, if BBJ fail to provide Tools, tackles, Plants and equipment (Hydraulic Crane, Compressor, DG set etc.) to the Contractor.

6.0 As per instruction of BBJ and Railway Authority, Contractor will provide suitable vehicles for survey, supervision and inspection of the work. Contractor will also provide 01 no. new Laptop with A3 colour printer (all in one) to BBJ.

7.0 This contract is based on Railways tender no. e-Tender-BRIDGEKUR-72-24 dated 16/05/2024 and all the terms and conditions of Railways tender will be applicable to the agency except the price part.

OTHER TECHNICAL SPECIFICATSION/ TERMS ETC.:

OTHER SPECICAL TERMS AND CONDITIONS, TECHNICAL SPECIFICATIONS ETC. ARE ENCLOSED AT ANNEXURE – I, WHICH IS AN INTEGRAL PART OF THE TENDER DOCUMENT.

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SPECIAL CONDITION OF 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 & 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 80%) 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 **30%** of the advertised value of tender
Or
- (ii) Successfully completed or substantially completed at least **2 (two)** such similar works each costing not less than **40%** of the advertised value of tender
Or
- (iii) Successfully completed or substantially completed at least **1 (one)** such similar work costing not less than **60%** of the advertised value of the tender

Note:

- (i) "**Similar work**" shall mean successful/ substantial completion of "Execution of fabrication & erection of steel structural works during last 07 (seven) years for any Government / PSU / other Organization"
- (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. In addition to above, any civil experience work done along with bridge work will be considered for valuation
- (iii) Substantial completion shall be based on 80% (eighty) percent (value wise) or more for the works completed under the contract.

b) **The tenderer should have RDSO approved workshop for fabrication of welded plate and truss/ open web girders.**

c) **Financial Criteria:**

- i. Average Annual financial turnover during the last 03 (three) financial years, ending 31st March of the previous financial year **at least 30% of advertised value of the Tender.** 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.

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

3. **COMPLETION PERIOD**

The date of commencement shall be reckoned from the date of Letter of Acceptance (LOA)/ Order and entire work has to be completed in all respects within **22 (twenty-two) months** from the date of LOA/ Order, whichever is earlier.

4. **EXTENSION OF COMPLETION PERIOD:**

Application for the extension of time of completion will be dealt with as per provision of Clause 17A & 17B of GCC of Railway 2022 with ACS no. 1 to 6, under Part-II Standard General Condition of Contract. However, for the sake of continuation of work BBJ may grant provisional extension

5. **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/Railway and/or any other authorized agency of Railway. 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.

6. **QUANTITY OF WORK TO EXECUTE**

The total quantity 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.

7. **RATE**

The bidder must quote the Rate, in percentage above/ below/ at-par, including GST and all other taxes & duties for the items mentioned in BOQ.

Note:

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

8. **TERMS OF PAYMENT:**

- A. **Payment against R/A and final bill will be released immediately after getting similar payment from Railway.**
- B. For releasing Final Bill - 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.
- C. Unconditional acceptance of the final bill and measurements entered therein
- D. Unconditional Undertaking that The Successful bidder has complied in full with the Legal/ Statutory obligations about 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.

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- E. A Clearance Certificate from BBJ confirming that no job is left as per BOQ/Revised BOQ for the work.

9. **TAXES & DUTIES**

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

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

- a) The successful bidder shall be liable to pay all applicable taxes [**including 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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

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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.

- g) 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.
- h) 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. 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

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- 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 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.

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:

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

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- b) 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.
- c) 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.

14. **QUANTITY VARIATION**

- a) There may be quantity variation as approved by BBJ/Railway 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.

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 a **minimum period of 12 (twelve) months from the completion of the entire work or as per the Railway's tender**, the work shall upon notification of deficiency/ defect be promptly rectified by the successful bidder to the satisfaction of Railway and/or any other Inspection Agency appointed by Railway 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 any corrective action against the successful bidder.

16. **SUPERVISION & LABOUR:**

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

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 successful bidder's equipment, machinery and temporary works.

18. **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

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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.

19. **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.

20. **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.

21. **CONFIDENTIALITY OF DOCUMENTS**

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

22. **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.

23. **INSPECTION OF WORKS**

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

24. **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.

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- 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 Railway.
- i) Further, the successful bidder should ensure compliance with COVID-19 protocols as applicable.

25. **LIQUIDATED DAMAGES**

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.

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.

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 1/2 (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.

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.

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.

26. **INDEMNITY**

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

27. **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 affect 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

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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.

28. **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 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

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

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out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

65.6 While executing the work by the agency and/or after completion of the work and/ or till completion of the maintenance period as per order, a dispute or difference of any kind whatsoever arises out of or relates due to actions of the Railway and/ or the agency, the same will at first instance be settled amicably with the Railway through BBJ. In case amicable settlement cannot be reached and it is required to initiate arbitration proceeding by BBJ with the Railway, the agency will bear entire costs related to arbitration proceedings including legal expenses, incidental costs e.g. costs related to travelling, food & lodging of BBJ's representatives including BBJ's legal experts/ lawyers, costs of documentation etc.

29. **FORCE MAJEURE:**

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

30. **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 RAILWAY for settlement of the rate of the extra item(s) of work. If RAILWAY 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 RAILWAY.

31. **IMPORTANT NOTES:**

BBJ reserves the right to:

- i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- ii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- iv) May ask for further qualification during techno commercial scrutiny of bids received.

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- v) 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.
- vi) 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.
- vii) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.

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

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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: