

# **BRIDGE AND ROOF CO. (INDIA) LIMITED**

**NOTICE INVITING TENDER (NIT) No.: B AND R /51188/TD/HANDRAIL /01 DATE 31.01.2024**

**BIDDING DOCUMENT**

**FOR**

**“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC  
IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT)  
AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR  
BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR, GOVT. OF  
ODISHA”**



**BRIDGE AND ROOF CO. (INDIA) LIMITED  
KANKARIA CENTRE (4<sup>TH</sup>and 5<sup>TH</sup> FLOOR)  
2/1, RUSSEL STREET,  
KOLKATA - 700071**

**Document Fee: Rs. 2,000.00 + 18% GST(Non-Refundable)**

# BRIDGE AND ROOF CO. (INDIA) LIMITED

Kankaria Centre (4th and 5th Floor),  
2/1, Russel Street, Kolkata – 700 071  
CIN No.: U27310WB1920GOI003601

NOTICE INVITING TENDER (NIT) NO.: B AND R/ 51188/TD/HANDRAIL/01 DATE 31.01.2024

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# **BRIDGE AND ROOF CO. (INDIA) LIMITED**

NOTICE INVITING TENDER (NIT) NO.:B AND R/ 51188/TD/HANDRAIL/01 DATED.31.01.2024

## **NAME OF WORK**

**“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR, GOVT. OF ODISHA”**

Sl. No.	Technical Cover Details	Documents
1.	Cover-I	<p>i) Tender fee ii) Earnest Money Deposit (EMD) iii) MSME Notarized copy of Valid Registration Certificate. iv) Power of Attorney, on stamp paper of appropriate value, v) Process Compliance Form and Letter of Submission (in Company's letter head), vi) No Deviation Certificate in Bidder's letter head, vii) Detail of information to be furnished by the Bidder viii) Declaration for knowledge about entire site conditions in Bidder's letter head and (ix) Declaration against Technical Specification in Bidder's letter head.</p> <p>Qualification Criteria.</p> <p>Notice Inviting tender (NIT)</p> <p>Instruction to Bidder (ITB)</p> <p>General Conditions of Contract (GCC)</p> <p>Special Conditions of Contract (SCC)</p> <p><b><u>FORMATS :</u></b></p> <p>(a) Performance Bank Guarantee.</p> <p>(b) Bank Guarantee in lieu of Security Deposit</p> <p>(c) Make In India Clause</p> <p>(d) Bank Guarantee in lieu of Earnest Money Deposit</p> <p>(e) Shares a Land Border</p> <p>(f) Input Tax Credit Format</p> <p>(g) Other (s) format</p>
2	Cover-II	PRICE BID



**BRIDGE AND ROOF CO. (I) LTD.**  
(A GOVERNMENT OF INDIA ENTERPRISE)  
CIN NO. : U27310WB1920GOI003601  
"KANKARIA CENTRE" (4<sup>th</sup> and 5<sup>th</sup> FLOOR), 2/1, RUSSEL STREET,  
KOLKATA-700071.

**NOTICE INVITING TENDER (NIT)**

Online "**Single Percentage Rate**" Bid(s) / Offer(s) are invited in two part bid system for execution of the following work meeting the prescribed Pre-Qualification Criteria given in Tender Document(s).

Name of Work	NIT No.:
<u>"SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA"</u>	B AND R/ 51188/TD/HANDRAIL/01 DATED.31.01.2024

Last Date of submission of Bid: 10.02.2024 upto 17:30 Hours.

**BRIDGE AND ROOF CO.(INDIA) LIMITED**  
**Kankaria Centre (4<sup>th</sup> and 5<sup>th</sup> Floor),**  
**2/1, Russel Street, Kolkata – 700 071**  
**CIN No. : U27310WB1920GOI003601**

**Detailed Notice Inviting Tender(NIT) No.:B AND R/ 51188/TD/ HANDRAIL /01 DATED .31.01.2024**

1. Online “**Single Percentage Rate**” bid(s) / Offer(s) are invited from reputed and experienced parties meeting prescribed qualifying criteria for execution of the following works:
2. **Brief Details of Work:**

Sl. No.	Description of Work	Estimated cost put to Tender	Cost of Tender Document (Non Refundable)	Earnest Money Deposit (EMD)	Time of Completion
(1)	(2)	(3)	(4)	(5)	(6)
1	<p><b><u>“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA”</u></b></p>	67.00 Lakhs	<p><b>Rs. 2,000.00 + 18% GST (i.e. Rs. 360.00) = Rs. 2360.00( Rupees Two Thousand Three hundred sixty only) payable in the form of Demand Draft (DD)/Pay Order / Banker’s Cheque drawn from any Nationalized/Scheduled Bank, in favor of BRIDGE AND ROOF Co. (I) LTD., payable at Bhubaneswar to be submitted along with Tender Documents [No A/c Payee Cheque shall be Considered].</b></p>	<p><b>Rs. 148000.00 (Rupees One Lakh Forty Eight Thousand only) shall be submitted by Bidder(s) along with their offer in the form of Demand Draft (DD)/Pay Order / Banker’s Cheque drawn from any Nationalized/Scheduled Bank, in favor of BRIDGE AND ROOF Co. (India) Ltd., payable at Bhubaneswar to be submitted along with Tender Document. EMD may also be submitted in the form of Bank Guarantee(BG) in prescribed format valid for Six(06) months pledged in favor of BRIDGE AND ROOF Co. (India) Limited along with the offer. [No A/c Payee Cheque shall be Considered].</b></p> <p><b>Since, this is a Works Contract, benefits to Indian Micro &amp; Small Enterprises (MSEs) Units registered with DIC / NSIC / KVIC / KVIB / Directorate of Handicraft and Handloom etc., under Provisions of Public Procurement Policy for MSEs Order 2012 with upto date amendments shall not be applicable.</b></p> <p><b>No exemption for submission of Tender Fee &amp; EMD shall be entertained for MSME parties Therefore, MSME registered parties have to submit Tender Fee &amp; EMD as specified in Tender alongwith their offer.</b></p>	<p><b>20 Days</b> from the date of issue of LOI.</p>

**BRIDGE AND ROOF CO. (INDIA) LTD**

(A GOVERNMENT OF INDIA ENTERPRISE)  
KANKARIA CENTRE" (4<sup>th</sup>and 5<sup>th</sup> FLOOR),2/1, RUSSEL STREET,  
KOLKATA-700071.

**"SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA"**

**INVITING TENDER (NIT) NO.: B AND R /51188/TD/HANDRAIL/01 DATED 31.01.2024**

**ANNEXURE - I**

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**QUALIFYING CRITERIA**

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**QUALIFYING CRITERIA**

**“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA” INVITING TENDER (NIT) NO.: B AND R /51188/TD/HANDRAIL/01 DATED 31.01.2024**

**Notice Inviting Tender (NIT) No.: B AND R/ 51188/TD/ HANDRAIL /01 DATED .31.01.2024**

**1.00 QUALIFICATION CRITERIA FOR PARTICIPATION IN THE TENDER:**

- a. The Bidder should have successfully executed “**Similar Works**” of the value during the last **7 years** ending last day of month previous to the one in which applications are invited which should be either of the following:

Three **(03)** similar completed works each costing not less than **Rs. 29.6 Lakhs**

**OR,**

Two **(02)** similar completed works each costing not less than **Rs.37 Lakhs.**

**OR,**

One **(01)** similar completed work costing not less than **Rs. 59.20 Lakhs.**

**Note: Similar Works shall mean Supply, Delivery, Installing of HANDRAIL.**

**Note: Similar Work” shall “Similar Works means General Civil work in any Govt / Semi Govt / Public / Private project.**

In this regard , photocopy of completion Certificate issued by Client along with corresponding LOI/WO or any other relevant documents towards scope of work duly certified by Client substantiating the above nature &value of work also to be submitted.

Notarized copy of **Completion Certificate** mentioning executed value of work & date of completion along with corresponding LOI/WO duly certified by clients from an officer not below the rank of EE or equivalent, substantiating the above mentioned criterion under Sl. No. A as well as value of work to be submitted.

In case the Bidder is executing a Project, then Client / Owner has issued Completion Certificate in respect of a part of work, **(more than 90% of the value of work has been completed)** which meets the eligibility criteria, the same shall be considered while evaluating the Technical Bid.

Experience should be in the name of the bidding Company and not in Subsidiary / Associate Company / Group Company etc.

In case the work experience is of Private Sector, the completion certificate shall be supported with copies of letter of award and copies of corresponding TDS Certificates along with the copy of relevant certified invoice. Value of work will be considered equivalent to the amount of TDS Certificates duly Notarized.



- b. **Average Annual Financial Turnover** during the last 03 (Three) years ending **31.03.2022** should not be less than **the amount equal to Rs. 22.2 Lakhs**. Copy of Audited Balance Sheet(s) alongwith Turnover Certificate duly signed by Chartered Accountant with his / her Seal, Signature and Registration Number for last 03 (Three) financial years ending **31.03.2022** to be submitted. The year in which no Turnover is shown, would also be considered for working out the average. **Turnover should be of the Bidding Company and not for Subsidiary / Associate Company / Group Company etc.**
- c. The Bidder should not have incurred any loss (**Profit after Tax should be Positive**) **in more than two years during the last five years ending 31st March, 2022**. **Net Worth of the Company / Firm as on 31st March 2022 should be positive**. Net Worth Certificate for F.Y.: 2021-22 should be submitted duly certified by Chartered Accountant with his / her Seal, Signature & Registration Number.
- d. Bidder has to submit **Bank Solvency Certificate not more than 3 months old from the last date of bid submission**.
- e. The Bidder should have PAN, P.F, ESI and GST Registration with the concerned Dept.  
**Note:** Bidder should submit the copy of last filed Monthly / Quarterly GSTR-3B return as GST clearance Certificate along with GST Registration Certificate with offer / bid failing which their offer will not be considered for further evaluation.  
Moreover, contractors having registration in other state (except Odisha) shall raise their Tax Invoice by charging IGST only. Otherwise their price shall be evaluated by loading GST amount as applicable rate specified by bidder(s).]
- f. Net Worth of the Firm should be positive and a Certificate for F.Y.: 2021-22 should be submitted duly certified by Chartered Accountant with his / her Seal, Signature and Registration Number.
- g. **Direct or Indirect Joint Venture(s) / Consortium / Special Purpose Vehicle (SPV) / Special Purpose Entity (SPE) are not permitted to participate.**
- h. Photo Copy of Current Income Tax Deposition Document.

## 2. DETAILS TO BE FURNISHED BY THE BIDDER:

- a) Name, Address, Details of the Organization.
- b) Constitutional Status i.e. to specify whether Proprietary or Partnership or Private Limited Firm etc. with Documentary Evidence.
- c) Photocopy of valid PAN card.
- d) Photocopy of Goods and Service Tax Registration Certificate.
- e) Photo Copy of GST Registration Certificate along with Copy of Latest Filed Monthly / Quarterly GSTR-3B Return as GST Clearance Certificate and Input Tax Credit Format as given in Tender.
- f) Photocopy of Current Income Tax Deposition Statement.
- g) Photo Copy of PF & ESI Registration Certificates, Labor License Registration.  
**In case of not Registered with the concern dept., Bidder should submit an undertaking that they will register their firm in concern dept. and submit the document on award of the work within a month time.**
- h) Notarized Copy of Completion Certificate along with corresponding LOI/WO or any other documents mentioned in above duly certified by Client's substantiating the above nature as well as Executed Value of Work and Completion Date.
- i) Information on litigation history, liquidated damages, disqualification etc in Tenderer's Letter Head.
- j) Name(s) of the Owner/Partners/Promoters and Directors of the Firm/Company.
- k) Details of Work in hand and Current Commitment.

- l) List of Technical Manpower in Company's roll.
  - m) List of Tools and Plants owned by the Company.
  - n) Deployment Schedule of Construction Equipment [**Annexure - I**].
  - o) Deployment Schedule of Supervisory Personnel [**Annexure - J**].
  - p) "Purchase preference to Make in India" regarding minimum local content is applicable for the "Local Supplier" for the items/services covered in the Tender[**Annexure –M**].
  - q) Bidder Should submit 'Input Tax Credit' as per prescribed format[**Annexure -O**].
  - r) Details of Technical & Administrative Personnel to be employed for the Work. [**Annexure -P**].
  - s) Details of Construction Plant and Equipment [**Annexure -Q**].
  - t) Copy of **Labour License Certificate** issued by Concerned Authority.  
[If not registered with the Concerned Department, then the Bidder should give a declaration in their Letter head alongwith Techno Commercial part of their Offer towards submission of the same within one month of award of Work and before releasing any Payment in their favour].
  - u) Any Bidder from a Country which **shares a Land Border** with India will be eligible to bid in any procurement whether of Goods, Services (Including Consultancy Services / Non Consultancy Services) or Works (Including Turnkey Projects) only if the Bidder is Registered with the Competent Authority (as per OM Dated 23.07.2020 issued by Ministry of Finance. relevant declaration format is enclosed as **Annexure –N**.
3. The company reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.
4. Bidder is liable to disqualified, even though they meet the qualifying criteria, if they.
- a) Made misleading or false representations, statements and attachments submitted in proof of the qualification requirements, and/or.
  - b) Record of poor performance such as abandoning the works, not properly completing the supply order, inordinate delays in completion or supply, litigation history with B AND R or ISBT, or financial failures etc.
  - c) If the Bidder deliberately gives wrong information/submit fake, false, fabricated, forged documents in his tender, B AND R reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money Deposit/ Retention Money / any other money due and also will be kept under Black Listing /Holiday List from being eligible for bidding in any contract with BRIDGE AND ROOF Co.(I) Ltd (B AND R) for the period of 2 years from the date of occurrence.
  - d) If bidder or any of constituent partner had been debarred to participate in tender by any Govt. Department/ Govt. Undertaking /Semi Govt. Department/ Local bodies during the last 5 (five) years prior to the date of this NIT such debarment will be considered as disqualification towards eligibility. A declaration in this respect has to be furnished by the bidders as per prescribed format (**Annexure: K and R**), without which the Technical Bid shall be treated as non-responsive.

Technical Bid shall be treated as non-responsive if anything adverse has come to the notice of the Tender Inviting Authority against the Firm/Agency/bidder so far as his performance within the jurisdiction of this Company.

Bidders shall, on request, provide any necessary authority and assistance to enable relevant enquiries to be carried out.

After submission of their Offer, Bidder must notify B AND R promptly, if there is any:

- i) Substantial change in their financial of technical capacity.
- ii) Change in their business (such as Company name, address)
- iii) Change of ownership or holding, including any transfer of key personnel.

- iv) Any other significant change in information provided in the Offer.

**The Bidder must provide any further details required for the review upon request from B AND R. Failure to comply with any request by B AND R for such information will result in rejection of their offer.**

B AND R may, in its absolute discretion suspend or disqualify a Bidder/Bidders who, at any time, is considered to have breached any of the qualification conditions or has performed in an unsatisfactory manner without assigning any reason whatsoever.

B AND R will not be liable for any loss or damages incurred by the Bidder/ Bidders in the above exercise.

5. **Disqualification of Bid:** B AND R reserves the right to disqualify such bidders who had a record of not meeting the contractual obligations against earlier contracts entered into with the B AND R.
6. Due date of submission shall be written on all the covers / envelopes of the application / bid without fail.
7. Application / Bids received after the due date and time shall not be accepted. No request for extension of the due date indicated shall be entertained.
8. Telegraphic or Fax or Email offers shall not be accepted under any circumstances.
9. B AND R may, in its absolute discretion suspend or disqualify a Bidder / Bidders who, at any time, is considered to have breached any of the qualification conditions or has performed in an unsatisfactory manner without assigning any reason whatsoever.

**[B.PAL]**  
**Dy.General Manager**  
**BRIDGE AND ROOF CO. (I) LTD., KOLKATA**

**For and on behalf of Tenderer**

Signed and Stamped of Tenderer

**BRIDGE AND ROOF CO. (INDIA) LTD**  
(A GOVERNMENT OF INDIA ENTERPRISE)  
KANKARIA CENTRE (4<sup>th</sup> and 5<sup>th</sup> FLOOR), 2/1, RUSSEL STREET,  
KOLKATA-700071.

**“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA”**

**INVITING TENDER (NIT) NO.: B AND R /51188/TD/HANDRAIL/01 DATED 31.01.2024**

**NOTICE INVITING TENDER (NIT) NO.:B AND R/51188/TD/ HANDRAIL /01 DATED .31.01.2024**

**ANNEXURE - II**

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**INSTRUCTION TO BIDDERS**

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## BRIDGE AND ROOF CO. (INDIA) LIMITED

**INSTRUCTIONS TO BIDDERS:**

- 1) a. **“Single Percentage Rate”** Bids are invited by B AND R on two bid systems for **“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA”** be submitted at Bridge and Roof, ISBT, Baramunda site office before the prescribed date and time in NIT.
- 1) b. **Purpose:**  
It is the purpose of these instructions to serve as a guide to Bidders for preparing offer for **“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA”**
- 1) c. The Tenderer, at their own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the work as mentioned in the Notice Inviting e-Tender, the cost of visiting the site shall be at the Bidder's own expense.
- 1) d. CONDITIONAL / INCOMPLETE TENDER will not be accepted under any circumstances.
- 2) The Chairman cum Managing Director / Director (Project Management) of B AND R shall be the Accepting Officer here-in-after referred to as such for the purpose of this Contract.
- 3) The Tenderer shall quote in **figures as well as in words** rate(s) tendered. In case of any discrepancy between the two, rate(s) quoted in words shall prevail **rounded upto two decimals**.
- 4) Submission of Tender by a tenderer implies that he has read this notice and all other Tender Documents and has made himself aware of the scope and the specifications, Drawings of the work to be done and of conditions of contract and local conditions and other factors having bearings on the execution of the work.

5.00 **Procedure for submission of Bid:**

- i. 2.0 **Procedure for submission of Bid:**

**Tender Fee :**

**The cost of tender document (non-refundable) is Rs. 2000 plus 18% GST i.e. Rs 2360.00 (Rupees Two Thousand Three Hundred Sixty only) to be submitted by the Tenderer. Bidder shall submit separate A/c Payee Demand Draft (DD) / Pay Order/ Banker's Cheque in favour of Bridge & Roof Co. (India) Ltd. payable at Bhubaneswar, Odisha from any Nationalized Bank towards the cost of Tender Document. This Demand Draft (DD) / Pay Order/ Banker's Cheque/ At Par Cheque/ Local Cheque shall be submitted in a separate envelope and put in the outer most cover. Techno-commercial offer of the bidder/bidders may not be opened if the Demand Draft (DD) / Pay Order/ Banker's Cheque/ At Par Cheque/ Local Cheque is not submitted in the form and manner as stated above and their offer is liable to be rejected.**

**Earnest Money Deposit (EMD) :**

**Rs. 148000.00 (Rupees One Lakh Forty Eight Thousand only)** shall be submitted by Bidder(s) along with their offer in the form of Demand Draft (D.D.) / Pay Order / Banker's Cheque valid for minimum 90 (Ninety) days / Bank Guarantee (BG) in prescribed format valid for minimum 06 (Six) months pledged in favour of "Bridge And Roof Co. (India) Ltd" drawn from any Nationalized/Scheduled Bank shall be submitted along with Tender documents. **(No A/c Payee Cheque shall be considered).**

Since, this is a Works Contract, benefits to Indian Micro & Small Enterprises (MSEs) Units registered with DIC / NSIC / KVIC / KVIB / Directorate of Handicraft and Handloom etc., under Provisions of Public Procurement Policy for MSEs Order 2012 with upto date amendments shall not be applicable.

No exemption for submission of Tender Fee & EMD shall be entertained for MSME parties Therefore, MSME registered parties have to submit Tender Fee & EMD as specified in Tender alongwith their offer.

**DGS&D / MSME / NSIC / SSIC Registered Parties has to submit the Notarized Copy of the Valid Registration Certificate mentioning SC/ST/General / Women Entrepreneurs along with Techno-Commercial part of the Bid.**

The offer of the bidder shall not be considered further if the Earnest Money Deposit (EMD) is not submitted in the form and manner as stated above and their offer is liable to be rejected.

**EMD amount in the form of BG submitted by Successful Bidder(s) shall be retained till submission of valid BG towards Performance Guarantee and the same shall be released thereafter. EMD amount in the form of Demand Draft (D.D.) / Pay Order / Banker's Cheque submitted by Successful Bidder(s) will be treated as a part of Security Deposit / Retention Money and the deduction towards the Security Deposit / Retention Money will be started after adjustment of EMD amount against value of work done in R/A bills. EMD amount of Un-Successful Bidder(s) shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the Contract. However, EMD amount of Un-Successful Bidder(s) during First Stage i.e. Technical Evaluation etc. should be returned within 30 days of declaration of result of First Stage i.e. Technical Evaluation. No interest will be payable on Earnest Money Deposit.**

- 2.1 Bidder to forward sealed bids marked offer for  
**"SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA"**
- 2.2 B&R reserves the right to reject any or all the bids or to cancel the NIT without assigning any reasons whatsoever.
- 2.3 Bid shall be submitted in 2 (two) parts.

**Part – I:**

Containing one Copy each of following documents:

- i) Bidder should submit the **Tender Fee and EMD, Notarized MSMEs/NSIC/SSI Certificate, Letter of Submission (in Bidder's letter head), No Deviation Certificate (in Bidder's Letter Head), Declaration for knowledge about entire site conditions and Declaration against Technical Specification (in Bidder's Letter Head), Detail of information to be furnished by the bidder and Power of Attorney in favour of the person who has signed the bid, as prescribed in Technical Cover-I as specified in the Tender. The original should be posted / couriered / given in person to the Tender Inviting**

Authority, within specified date and time for the Tender.

- ii) Documents pertaining to qualifying criteria furnished in Annexure – I of the NIT
- iii) Signed and Stamped NIT, ITT, GCC, SCC, Un-priced SOQR with the word “ **QUOTED**”, Drawing i.e. complete NIT documents .

**Part – II:**

Containing original priced offer in the prescribed format of the tender document duly signed and stamped.

Tenderers should quote as “**Single Percentage Rate**” as per the Price Bid format in the allotted space only

Part – I & Part – II shall be submitted in separate sealed envelope and to be put in one outer cover and cloth bound and sealed. Both inner & outer covers shall be super scribed as follows: -

- Part I** Techno-Commercial bid for **“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA”**
- Part II** Priced Offer for **“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA”**
- Outer cover:** **most** Shall be super scribed with Offer for “SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBA **ODISHA**”

and shall be addressed to:

**The Deputy General Manager(Civil)  
Bridge & Roof Co. (I) Limited,  
Interstate Bus Terminal Project Site Office,  
Baramunda, Bhubaneswar,  
Odisha – 751003.**

**Due date of submission shall be written on all the covers/envelopes of the bid without fail.**

- 2.4 Bids received after the due date and time shall not be accepted.  
**“No request for extension of the due date indicated shall be entertained’.**
- 2.5 Telegraphic or Fax or Email offers shall not be accepted under any circumstances.
- 2.6 The right to reject any or all offer(s) or split up the total requirement and award the contract to one or to more than one Bidder if considered necessary or to cancel the Tender rests with B&R.
- 2.7 Price Bids of those Bidders who will be Techno- commercially qualified for the subject job on the basis of evaluation of techno commercial bids, will be opened on specified date. The date & time

to open the price bid (Part-II) shall be intimated to the bidders and in such a case, one representative of the bidder shall be allowed to attend. B&R's decision in this regard is final & binding.

3.0 **Validity:**

The bid shall be kept valid for a period of **90 (Ninety) days** from the due date. Bid shall be sent at bidder's sole risk & responsibility to reach B&R's Office before the date and time specified hereinbefore. Tenders received beyond the due date will not be accepted.

4.0 **Accepting Authority:**

The Chairman and Managing Director (hereinafter called CMD) / The Director (Project Management) {hereinafter called D (PM)} of B&R shall be the Accepting Officer hereinafter referred to as such for the purpose of this Contract.

5.0 **Acceptance of Bid:**

Acceptance of Client/Owner of the project is a pre-requisite for consideration of Bidder's offer by B&R for this Tender/Commercial Agreements etc. Accordingly, Bidder(s) not acceptable to B&R's Client / Owner shall not be considered & their offer shall be rejected by B&R. No correspondence & claim etc. from the Bidder in pursuant to the Tender/Commercial Agreements shall be entertained by B&R under any circumstances what so ever.

- ii) The successful Tenderer shall accept the LOI within 3(Three) days from receipt of the same, failing which the award of work may be liable to be cancelled.
- iii) If any tenderer withdraws or make any changes in his offer already submitted before the expiry of the above validity period or any extension thereof without the written consent of the company, their offer is liable to be rejected.
- iv) B AND R reserves the right to cancel the job in case of the successful tenderer-
  - a) After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
  - b) Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 07 days after award of LOI/contract. If the contractor, without reasonable cause or valid reasons, commits default in commencing the execution of the work within aforesaid time limit, B AND R shall without prejudice to any other right or remedy, be at liberty, to give 10 days' notice in writing to the contractor to commence the work and to revoke /rescind the letter to intent.

Due date for submission of Tender Document is **10.02.2024 upto 17:30 Hrs.** and shall be addressed to The Dy. General Manager, Bridge And Roof Co. (India) Ltd, Baramunda , Bhubaneswar, Odisha.

7.00 Tender submitted by Tenderer shall remain valid for acceptance for a period of **90 (Ninety) days** from the date set for opening of the tender. The Tenderer shall not be entitled within the said period of **90 (Ninety) days** to revoke or cancel or vary the tender given or any item thereof, without the consent of B AND R. In case Tenderer revokes or cancels or varies his tender in any manner without the consent of B AND R, within this period, his earnest money will be forfeited.

8.00 B AND R does not bind them to accept the lowest or any tender and B AND R shall not assign any reason for non-acceptance and/or rejection of any and/or all tenders if such a case arises. B AND R is also at liberty to award the work or part of work to any Tenderer.



9.00 Bidder has to quote Item Rate as per BOQ Sheet provided in Tender. Quote Sheet and Bill of Quantities (BOQ)/ Schedule Of Quantities and Rates (SOQR) shall be uploaded in CPP Portal.

**10.00 Bidder should submit Hard copy of the following documents along with their Techno-commercial bid:-**

- a) **Rs. 2,000.00 + 18% GST (i.e. Rs. 360.00) = Rs. 2360.00 (Rupees Two Thousand Three Hundred Sixty only)** payable by Demand Draft (D.D.) / Pay Order / Banker's Cheque drawn from any Nationalized/Scheduled Bank, in favour of Bridge and Roof Co. (I) Ltd., payable at Kolkata shall be submitted along with Tender documents (Non- refundable) (in original) and **Earnest Money Deposit (EMD) : Rs. 40000.00 (Rupees Forty Thousand only)** in the form of Demand Draft (D.D.) / Pay Order / Banker's Cheque valid for minimum 90 (Ninety) days / Bank Guarantee (BG) in prescribed format valid for minimum 06 (Six) months in favour of "BRIDGE AND ROOF Co. (India) Ltd" along with Offer. **[No A/c Payee Cheque shall be Considered]**
- b) **MSMEs / NSIC / SSI registered parties:** Notarized Copy of the Valid Registration Certificate mentioning SC/ST/General / Women Entrepreneurs.
- c) Power of Attorney in favour of the person who has signed the bid.
- d) Letter of Submission (in Bidder's letter head) as per prescribed format **[Annexure- II(A)]**.
- e) Detail of information to be furnished by the bidder **[Annexure- II(B)]**.
- f) No Deviation Certificate in Bidder's Letter Head as per prescribed format **[Annexure- II(C)]**.
- g) Certificate of Declaration for Confirming the Knowledge of Site Conditions. **[Annexure- II(D)]**.
- i) Declaration Against Technical Specification **[Annexure- II(G)]**.
- j) Affidavit in Non – Judicial Stamp Paper certified by Notary Public or 1ST Class Magistrate **[Annexure- (K)]**.
- k) Details of Present Commitments and work executed by the Tenderer **[Annexure –H]**.
- l) Deployment Schedule of Construction Equipment **[Annexure –I]**.
- m) Deployment Schedule of supervisory personnel **[Annexure –J]**.
- n) Purchase Preference to Make in India **[Annexure –M]**.
- o) Compliance Certificate Regarding Bidders from Countries which shares a Land Border With India in Bidder's Letter Head **(Annexure-N)**.
- p) Information regarding current litigation, debarring expelling of bidder or abandonment of work by the bidder **[Annexure- R]**.
- q) Compliance to bid requirement as per **[Annexure – S]**.
- r) Declaration by the Bidder as per **[Annexure – T]**.
- s) Preamble to schedule of Quantities and Rates as per **[Annexure – R1]**.
- t) Documents pertaining to Qualifying Criteria as per Annexure –I.

Unless otherwise specified, Techno-Commercial Bids will be opened on the next working day after last due date of submission of offer at 17:30 hrs.

Price Bids of those Bidders who will be Techno- commercially qualified for the subject job on the basis of evaluation of Techno Commercial Bids will be opened only and B AND R's decisions in this regard shall be final and binding upon the Tenderer.

- 11.00 The Employer reserves the right to postpone the date for opening of Tenders and will give timely notice of any such postponement to the prospective Tenderers.
- i) Acceptance or rejection of any tender is left entirely to the discretions of the authority empowered to deal with the matter and no query/ explanation can be demanded by any Tenderer for the cause of rejection of his tender.
  - ii) B AND R may, in its absolute discretion suspend or disqualify a Bidder / Bidders who, at any time, is considered to have breached any of the qualification conditions or has performed in an unsatisfactory manner without assigning any reason whatsoever.
  - iii) If the Tenderer deliberately gives wrong information in his Tender or creates circumstances for the acceptance of his tender, the Employer reserves the right to reject such Tender at any stage.
  - iv) If a Tenderer seeks in clarifying his quotations or rates, this should only be done in a separate covering letter. No material modifications to the specifications, item descriptions, Contract clause, etc. will however be entertained. Other clarifications may be considered. The contents of a covering letter sent along with the tender will be considered as part of the quotation. If any of these conditions admitted for consideration has a financial bearing on the cost quoted, the additional cost arising out of these conditions will be added for comparative evaluation of tenders.
- 12.00 By submitting a tender for the work, a Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached thereto and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour and material rates which shall include cost of materials with taxes, Octroi and other duties, lead, lift, loading and unloading, freight for materials, labour cess and all other charges including the furnishing of all plant, Equipment, tools, scaffolding and other facilities and services, necessary or proper for the completion and maintenance of the work, except such as may be otherwise expressly provided for in the Contract documents for the completion and maintenance of the work to the entire satisfaction of the Engineer in Charge.
- 13.00 The successful Tenderer(s) shall make his own arrangements for all materials, except as specified in the Contract, if any.
- 14.00 The quantities shown in the attached schedule are given as a guide and approximate only and are subject to variation according to the needs of the Employer. The Employer accepts no liability for their accuracy. The Employer does not guarantee work under each item of the schedule.
- 15.00 Each Tender shall be digitally signed by the Tenderer with his Digital signature. Tender by partnership or joint family firm may be signed in the firm's name by one of the partners or the karta or manager as the case may be or any other duly authorized representative followed by the name and designation of the persons so signing. An attested copy of the partnership deed must accompany the tender of any partnership firm. Tenders by a company shall be signed with the name of the company by a person authorized on his behalf and Power of Attorney or other satisfactory proof showing that the person signing the tender documents on behalf of the company is duly authorized to do so, shall accompany the tender. The Employer will not be bound by any Power of Attorney granted by the Tenderers or by changes in the composition of the firm, made subsequent to the execution of the Contract. It may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which may be chargeable to the Sub-contractor.
- 16.00 With their quotations the Tenderers shall submit by digitally signing all schedules, specifications, special conditions, etc. in token of acceptance thereof. The signature on the tender schedule alone shall also be deemed to be taken as acceptance of all these.

- 17.00 If a Tenderer expires after the submission of his tender or after the acceptance of his tender the Employer may deem such tender as cancelled. If a partner of the firm expires after the submission of their tender, the Employer may deem such tender as cancelled UNLESS THE FIRM RETAINS its character.
- 18.00 If the Tenderer has a relative employed in any capacity in the BRIDGE AND ROOF Company (India) Limited, he shall inform the authority calling for tenders of the said fact when submitting his tender, failing which his Contract may be rescinded. If the said fact subsequently comes to light he shall be liable to make good to the Employer any loss or damage resulting from such cancellation.
- 19.00 No Contract work however petty may be carried out except under and in accordance with a duly executed agreement or on a special written authority from a duly authorized officer of the Employer.
- 20.00 No Agreement is valid unless signed by Contractor or his duly authorized Agent and by a competent person on behalf of the Employer.
- 21.00 The form of Agreement, Form of Tender, Invitation to Tender, Instruction to Tenderer, Special Conditions of Contract, Specifications, Drawing, Time Schedule and the rates and amount accepted against the items of the Tender schedule together with the tender covering letter, and all correspondence entered into between the Employer and the Tenderer prior to the issue of the Letter of Intent awarding the work, and the Letter of Intent shall form the Contract.
- 22.00 If there is any conflict between any of the provisions in the special conditions and those in any of the other documents referred to, the provisions in the special conditions shall prevail.
- 23.00 If there be any difference between the description in the specification and drawings and the works items in the tender schedule, the work items in the Tender schedule shall prevail for determining the rates.
- 24.00 Acceptance of the tender will be intimated to the successful Tenderer through a Letter of Intent.
- 25.00 On completion of the work, Contractor will hand over the work to the Employer /B AND R in approved format and after clearing the site to the entire satisfaction of the Owner.
- 26.00 Before issuance of the Work Order, the Tender Inviting Authority may verify the credential and other Documents of the lowest Tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest Tenderer is either manufactured or false, in that case the Tender will be cancelled and in addition the Tenderer will be put into holiday list and debarred from participation in the Re- Tender.
- 27.00 Penalty for suppression / distortion of facts: If any Tenderer fails to produce the original hard copies of any documents on demand of the Tender Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of documents, the Tenderer will be suspended from participating in the tenders on e-Tender platform for 2(two) years. In addition, his user ID will be deactivated. Besides, B AND R may take appropriate legal action against such defaulting Tenderer.
- 28.00 Successful Bidder shall have to execute the work in such a manner so that the appropriate service level of work / job is kept during progress of work and a period of 5(Five) year from the date of successful Completion of the work to the entire satisfaction of Engineer-In-Charge. If any defect / damage is found during the Period as mentioned above, the Agency shall make the same good at his own expenses up to the specification at par with instant project work.
- 29.00 Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the Sub-contractors/ bidders on the e- procurement/e-tender portal is a prerequisite for e-tendering.
- 30.00 Sub-contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.

- 31.00 After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 32.00 If there are any clarifications, this may be obtained through the Tender site, or through “the contact details”. Bidder should take into account the corrigendum published before submitting the bids online.
- 33.00 From ‘my tender’ folder, he/she selects the tender to view all the details indicated.  
  
Bidder selects the tender which he/she is interested in by using the search option and then moves it to the “my tenders” folder.
- 34.00 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

**Letter of Submission**  
**( To be submitted by the Bidder in their Letter Head )**

- A. **Single Percentage Rate Tender for“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA”**

**T E N D E R**

I/We have read and examined the Instructions to Bidders, General Conditions of Contract (GCC), Special Condition of Contract (SCC), Technical Specification, Schedule of Quantities and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the”SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBA **ODISHA”**

within the time specified in Tender and in accordance in all respects with the specifications and the Conditions of contract (GCC and SCC) and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **90 (Ninety)days** from the due date of submission of tender thereof and not to make any modifications in its terms and conditions.

The cost of Tender Document of value **Rs. 2,000.00 + 18% GST (i.e. Rs. 360.00) = Rs. 2360.00( Rupees Two Thousand three hundred sixty only)** has been deposited in the form of A/c Payee Demand Draft (DDs) / Pay Order/ Banker's Cheque of a scheduled bank issued in favour of BRIDGE AND ROOF Co. (I) Ltd.

We have also submitted **Earnest Money Deposit (EMD): Rs. 148000.00 (Rupees One Lakh Forty Eight Thousand only)** in the form of Demand Draft (D.D.) / Pay Order / Banker's Cheque valid for minimum 90 (Ninety) days / Bank Guarantee (BG) in prescribed format valid for minimum 06 (Six) months in favour of “BRIDGE AND ROOF Co. (India) Ltd” along with Offer.

We accept that we will automatically be kept under Black Listing /Holiday List from being eligible for bidding in any contract with Bridge and Roof Co.(I) Ltd (B AND R) for the period of 2 (Two) years from the date of occurrence and Bridge and Roof Co. (I) Ltd and his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money and PBG(if submitted), if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by B AND R during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or
- (ii) have failed or refused to furnish the Performance Guarantee within prescribed period, in accordance with the Clause of the Tender.

We understand this shall expire if we are not the successful Bidder, upon finalization of Tender or the validity of Bid whichever is earlier. Further, if I/we fail to commence work as specified, I/we agree that BRIDGE AND

ROOF Co. (I) Ltd or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely,

I/we hereby declare that I/we shall treat the tender documents, Technical Specification and other records connected with the work as secret / confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Date : \_\_\_\_\_ Signature of Contractor and Postal Address \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation: \_\_\_\_\_

**BRIDGE & ROOF CO. (I) LTD.**  
**DETAILS OF INFORMATION TO BE FURNISHED BY THE BIDDER**

Bidders are requested to furnish the following information along with their offer in their Letter head :-

**A. Name of the Bidder:**

- i) Postal Address
- ii) Telephone / Mobile Number
- iii) Telefax Number
- iv) e-mail Address: **(Compulsory as all future communication shall be done through emails)**
- v) Contract Person

**B) Contact person at Bhubaneswar**

- i) Postal Address
- ii) Telephone / Mobile Number
- iii) Tele fax Number
- iv) e-mail Address
- v) Contract Person

**C) Business Details**

- i) Permanent Account number:
- ii) GST Number
- iii) SSI / NSIC / MSME Registered Party
- a) Registration No. and Dated
- b) Registration under Works / Manufacturer
- c) Validity
- d) Category
- e) Owner under Category (General / SC/ ST / Women)

**D) Name of Bank Signatory**

(Signature of the Tenderer's with Stamp)





**BRIDGE AND ROOF CO. (I) LTD.**

[TO BE SUBMITTED IN BIDDER'S LETTER HEAD]

To,  
Dy. General Manager ,  
Bridge and Roof Co.(India) Ltd,  
ISBT Project Site, Baramunda  
Bhubaneswar , Odisha

**Subject: No Deviation Certificate for"SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBA ODISHA"**

**NOTICE INVITING TENDER (NIT) NO.: B AND R/ 51188/TD/HANDRAIL/01 Dated .31.01.2024**

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited Site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender documents and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Tender and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit the deviations shall stand null and void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms and conditions of the tender by us and as per aforesaid references

Thanking you,

Yours faithfully,

(Signature, date and Seal of Authorized  
representative of the Tenderer)

**BRIDGE AND ROOF CO. (I) LIMITED**

**CERTIFICATE OF DECLARATION  
FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS**

**(To be submitted in the bidder's letter head)**

We, \_\_\_\_\_ (Name of the Sub-Contractor and their Full Address) \_\_\_\_\_  
\_\_\_\_\_ hereby declare and confirm that we have  
visited the project site under the subject namely "SUPPLY, FIXING OF SS HANDRAILING WORK AT STAIRCASE,  
RAMP, LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT  
BARAMUNDA AND BUS DEPOT AT KHANDAGIRI, BHUBANESWAR, ODISHA FOR BHUBANESWAR  
DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA" and acquired full knowledge and information about  
the site conditions, wage structure, Industrial climate and total work involved. We further confirm that the above  
information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site  
condition.

**Tenderer's Name and Address**

**(Signature of the Tenderer with Stamp)**

**Place :**

**Date :**

**BRIDGEAND ROOF CO. (I) LIMITED  
(A GOVT. OF INDIA ENTIERPRISE)**

**NOTICE INVITING TENDER NO: B AND R/51188/TD/HANDRAIL /01**

**DECLARATION AGAINST TECHNICAL SPEICIFCATION**

**(To be submitted in the bidder's letter head)**

We, \_\_\_\_\_ (Name of the Sub-Contractor and their Full Address) \_\_\_\_\_  
\_\_\_\_\_ hereby declare and confirm that we have gone through all the technical specifications and drawings attached with this NIT under the subject work namely  
**“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA”**  
and acquired full knowledge and total work involvement based on which we have submitted the price bid.

**Tenderer's Name & Address.**

**Affidavit in Non – Judicial Stamp Paper certified by Notary Public or 1ST Class Magistrate**

- 1) The undersigned also hereby certifies that neither our firm M/s. \_\_\_\_\_ nor any of constituent partner had been debarred to participate in tender by any Government Department during last 7 ( Seven) years prior to the date of this N.I.T.
- 2) The undersigned would authorize and request any Band, person, Firm or Corporation to furnish pertinent information as deemed necessary and / or as requested by Bridge and Roof Company (India) Ltd to verify this statement.
- 3) The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of Bridge and Roof Company ( India) Ltd.
- 4) Certified that I have applied in the tender in the capacity of individual / as a partner of a firm and I have not applied severally for the same job.
- 5) The undersigned do certify that our firm will install machineries at the site as per requirement of this NIT if selected as the executing agency of the work.
- 6) The undersigned do certify that our firm will engage required engineers as per requirement of this NIT if selected as the executing agency of the work.
- 7) The undersigned do certify that I/we shall not sublet any portion of the work.
- 8) The undersigned do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found/ascertain to be incorrect/ fabricated / misrepresented/fraudulent etc. accordingly tender will be liable to be cancelled/terminated immediately and I/my firm/company shall also be liable to prosecuted under section 197, 199 and 200 of Indian Penal Code, 1860 along with section 71 and Section 73 of Indian Information and Technology Act 2008 and any other applicable law for the time being in force in addition to forfeiture of Earnest Money/Retention Money.

Dated : \_\_\_\_\_

Signature of applicant including title and capacity in which application is made and the name of the Firm with Seal

**[A] DETAILS OF WORK IN HAND**

Last day of Month Previous to the one in which bids are invited

**Name of Work: "SUPPLY, FIXING OF SS HANDRAILING WORK AT STAIRCASE, RAMP, LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL (ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI, BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA"**

**NOTICE INVITING TENDER (NIT) NO.: B AND R/ 51188/TD/HANDRAIL /01 Dated .31.01.2024**

I/We \_\_\_\_\_, age \_\_\_\_\_ years, son of \_\_\_\_\_ do hereby solemnly affirm and declare as follows for and on behalf of Firm \_\_\_\_\_

Sl. No.	Full postal Address of client and Name of Officer-in-Charge with tele fax /Telephone No.	Description of work	Value of contract	Date of commencement of work	Scheduled Completion period	Completion in % as on date	Expected date of completion	Amount of Balance work during the period of Next 12 Months from the date of declaration	Remarks
1	2	3	4	5	6	7	8	9	10

**[B] LIST OF WORKS EXECUTED**

Name of Employer	Name of location and name of work	Contract price in Indian Rupees/ Agreement no.	Major Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

It is certified that the above particulars furnished are true and correct. If any information given is found to be misleading at a later date, WO/ B AND R will have the authority to take necessary action as per provision of the contract and as per laid down procedure of the Company

**Note:** The above information is to be certified by the Engineer in Charge / Employer not below the rank of Executive Engineer.

Signature of the Bidder  
Date

**DEPLOYMENT SCHEDULE OF CONSTRUCTION EQUIPMENT**

**Name of Work: ““SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBA ODISHA”**

**NOTICE FOR INVITING TENDER (NIT) NO.: B AND R /51188/TD/HANDRAIL /01 Dated .31.01.2024**

Sl. No.	Description	Minimum Required	1	2	Total (2 Months)
1.	Welding Machine	4 Nos.			
2.	Cutting Set	4 Nos.			
3.	Any other tools and tackle required for execution of the job to be Deployed	As Reqd.			
	a.	As Reqd.			
	b.	As Reqd.			
	c.	As Reqd.			
	d.	As Reqd.			

Bidder understands that the said proposal represents the minimum deployment and the Bidder acknowledges that the said deployment may have to be augmented with additional number and / or categories, if required, If directed by Engineer-in-Charge, in order to complete the work within the completion schedule, to align with the project overall schedule and within quoted price. Bidders should add the other categories of applicable equipment in above list.

Signature of the bidder \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Company Seal

**DEPLOYMENT SCHEDULE OF SUPERVISORY PERSONNEL**

**Name of Work: "SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA"**

**NOTICE INVITING TENDER (NIT) NO.: B AND R/51188/HANDRAIL/01 Dated .31.01.2024**

Sl. No.	Supervisory Personnel	Minimum Nos. and Experience	Qualification	1	2	Total (2 Months)
1	Project – In – Charge	1 No. (6 Years)	Degree/ Diploma in Engineering			
2.	Site Engineer	1 No. (4 Years)	Degree / Diploma in Engineering			

Bidder understands that the said proposal represents the minimum deployment and the Bidder acknowledges that the said deployment may have to be augmented with additional number and / or categories, if required, if directed by Engineer-in-Charge, in order to complete the work within the completion schedule, to align with the project overall schedule and within quoted price. Bidders should add the other categories of applicable site personnel in above list.

Signature of the bidder \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Company Seal \_\_\_\_\_

**BRIDGE AND ROOF CO. (INDIA) LTD.**  
(A GOVERNMENT OF INDIA ENTERPRISE)  
KANKARIA CENTRE” (4<sup>th</sup>and 5<sup>th</sup> FLOOR),2/1, RUSSEL STREET,  
KOLKATA-700071.

**“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBA ODISHA”**

**NOTICE INVITING e-TENDER (e-NIT) NO.:B AND R/ 51188/TD/ HANDRAIL /01 DATED.31.01.2024**

**ANNEXURE - III**

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**GENERAL CONDITION OF CONTRACT(GCC)**

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**GENERAL CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS:**

In constructing these conditions, the specifications, the Schedule of Quantities and Rates, Tender and Agreement, the following words shall have the meanings hereby assigned to them except when the subject to context otherwise required :

- 1.1 "Owner/ Client" shall mean "Bhubaneswar Development Authority, Bhubaneswar -, Odisha" and include their successors and permitted assigns as well as their authorized officer/representatives.
- 1.2 "WORK or CONTRACT WORK" shall mean and include supply of material along with all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of B AND R/ Works Department of Odisha.
- 1.3 The "Employer" shall mean BRIDGE AND ROOF CO. (INDIA) LTD. (herein after called B AND R) employed by Bhubaneswar Development Authority, Bhubaneswar, Govt. of Odisha as an agency for **"SUPPLY, FIXING OF SS HANDRAILING WORK AT STAIRCASE, RAMP, LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI, BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA"** having their Registered office at "Kankaria Centre" (4th and 5th Floor), 2/1, Russel Street, Kolkata – 700 071 and shall include their authorized representatives, successors, permitted assigns.
- 1.4 "Acceptance of Tender" shall mean the Acceptance of Tender issued by the OWNER to the CONTRACTOR and shall include a letter, telegram or fax of acceptance or other notification of award of work, and a detailed Letter of Acceptance.
- 1.5 "Approval" shall mean the written and signed approval of B AND R's Engineer-in-Charge with respect to a plan or drawing, subject to the limitation(s) specified in such approval.
- 1.6 The "Accepting Authority" shall mean the authority mentioned in the Instruction to Bidders (Annexure – II).
- 1.7 Tenderer / Bidder shall mean the Firm / party who quotes against this enquiry.
- 1.8 The "Contractor" shall mean the individual agency, Firm or Company (whether incorporated or not) selected by B AND R for the performance of the Contract and shall include its legal representatives, successors and permitted assigns.
- 1.9 The "Contract" shall mean the Notice Inviting Tender, the Tender and acceptance thereof and the formal agreement, if any, executed between BRIDGE AND ROOF CO. (INDIA) LTD. and the Contractor together with documents referred to therein including their conditions with annexure and any special conditions, the specifications, designs, drawings, schedule of quantities and amounts and schedule of rates. All these documents taken together shall be deemed to form the contract and shall be complementary to one another.
- 1.10 "Completion" or "Final Completion" shall mean the successful provision of all material and inputs and the successful completion and conclusion of all activities required in all respects to complete the contractual works in accordance with the contract, but shall not include the obligation to rectify defects during the Defect Liability Period.

- 1.11 "Completion Certificate" shall mean the Completion Certificate issued by the Engineer-in-Charge in accordance with the provisions thereof.
- 1.12 "Consultant" shall mean the Consultant appointed by the owner for the Project or the Works.
- 1.13 "Consumables" shall mean all Items which are consumed in the execution of the work without being directly incorporated in the work, such as fuel, electricity, Water, POL, Welding rods, electrodes and utilities.
- 1.14 "Defect Liability Period" shall mean the defect liability period as specified in the contract.
- 1.15 The "Engineer-in-Charge" shall mean the .Engineer or other officer of the B AND R for the time being nominated by the B AND R in writing to act as Engineer-in-Charge for the purpose of the Contract or any specific works.
- 1.16 "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.
- 1.17 "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Annexures, Corrigendum's, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the Tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
- 1.18 'CONTRACT PRICE' shall mean the sum accepted or the sum calculated in accordance with the prices accepted in Tender or the contract rates as payable to the Contractor for the entire execution and full completion of work.
- 1.19 "LETTER OF INTENT" shall mean the intimation by a Letter / Fax / E-mail to the Tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
- 1.20 "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent' or date mutually agreed upon for handing over of the intended scope of work which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
- 1.21 "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by B AND R/B AND R's client in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
- 1.22 "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
- 1.23 "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender.
- 1.24 "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between B AND R/B AND R's client and the contractor.

- 1.25 "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract.
- 1.26 "DE MOBILISATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
- 1.27 "RE MOBILISATION" shall mean the resumption of work with all resources required for the work after demobilization.
- 1.28 "Final Certificate" shall mean the final certificate issued by the Engineer-in- Charge in accordance with the provisions hereof.
- 1.29 "Job Site" shall mean any site at which the work is to be performed by the CONTRACTOR, and shall include a part or port on of the job site.
- 1.30 "Materials" shall mean all materials, plant, machinery, instruments, components, equipments, sub-assemblies and assemblies, parts, spares and other items or things required for permanent incorporation in the works.
- 1.31 "Order" and "Instruction" shall respectively mean any written Order or Instruction given by the Engineer-in-Charge or Site Engineer within the SCOPE of their respective powers in terms of the Contract.
- 1.32 "Plans" and "Drawings" shall mean and include all technical documentation such as maps, sketches, designs, drawings, plans, details, charges, schedules, tracings, prints, computer outputs, printouts, and manuals, relating to the work forming the subject matter of the contract, including but not limited to those forming part of the tender Documents, Offer Documents, and working drawings and details, together with amendments/ alterations/ revisions/ modifications thereto, as may have been approved by and/or furnished by B AND R, the Engineer-in-Charge and/ or the consultant. as well as "As Built' drawings to be submitted by the CONTRACTOR. as required under the contract.
- 1.33 "Progress Schedule" shall mean the Progress Schedule established by the CONTRACTOR and approved by the Engineer-in-Charge for completion of the work(s) within the time schedule in accordance with the provisions hereof and failing such Progress Schedule, shall mean the Progress Schedule established by the Engineer-in-Charge in accordance with the provisions hereof.
- 1.34 "Performance Test(s)" shall mean all tests meant to ensure that the Plant(s)/Unit(s) is/are in all respects in accordance with the requirements of the Contract and that the Plant functions properly and smoothly, in all respects as per the approved design parameters, within the permissible tolerances, and satisfies all the stipulated operating parameters, and will include the Guarantee Tests.
- 1.35 "Project" shall mean the project embracing the work(s) forming the subject matter of the Contract.
- 1.36 The "Site Engineer" shall mean the Engineer(s)/Officer(s) for the time being designated by the Engineer-in-Charge as his representative(s) in writing, and authorized by him to assist him in performing his duties and functions for the purpose of the Contract.
- 1.37 "Plant" or "Unit" shall mean the grouping of and assembly of systems, subsystems, machinery, equipment, piping and associated facilities, designed to function as a cognizable part of the Project Facility whether alone or in conjunction with other Plants/Units and Facilities. (Examples: Distillation Unit. Reformer Unit or Desulphurization Unit.).
- 1.38 "Schedule of Rates" or "Price Schedule" shall mean the Schedule of Rates or Price Schedule annexed to the Acceptance of Tender, and shall also include a lump sum price.

1.39 The "Specification(s)" shall mean the various specifications as set out in the Specifications forming part of the Tender Documents and as referred to and derived from the Contract and any order(s) or instruction(s) there under, and in the absence of any specifications as aforesaid covering any particular work or part or portion thereof, shall mean the Specifications and Codes of the Bureau of Indian Standards and other Organizations, including but not limited to British Standards Institution, ASTM, ASME, ANSI, API, AWS, AWWA, NACE, HEI, IEC, IBR, IEEE, EII, CPWD, etc, with such modifications' as may be applicable for the particular part(s) of the Contract. as decided by the Engineer-in-Charge and as per Standard Engineering and Industry Practice and/or as directed by the Engineer-in-Charge.

1.40 "Work", "Scope of Work", "Service", and "Scope of Services", shall mean the totality of the work, services and activities to be performed or undertaken and the totality of the responsibilities to be discharged, as envisaged by expression or implication in the contract and shall include all inputs required for such performance and discharge (including pre-construction activities). construction supervision, supply of consumables, labour, construction and other requisite machinery and equipments, utilities and inputs required for, relative or incidental to and/or in connection with the performance of the contract up to completion (including handing over, troubleshooting, rectification, maintenance and defect liabilities).

**2.00 SCOPE OF WORK:**

2.01 The work consists of **"SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA"** to be carried out in accordance with the Technical Specifications ,drawings and Schedule of Quantities and Rates. It includes furnishing all materials, labour, tools and equipment and management necessary for the incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the Company. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the Contractor to inform the Company and to furnish and install such detail with Company's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

B AND R may in their absolute discretion issue further drawings and / or written instructions, details, directions and explanations, which are, hereafter collectively referred to as "B AND R's instructions".

**BRIEF SCOPE OF WORK FOR S.S HANDRAILING:**

**The following shall be considered in the Scope of work of the bidder:**

<b>Serial No</b>	<b>Description of Activity Work</b>	<b>Scope</b>
01	Conducting a site survey to assess the location of work and site condition.	Bidder
02	Supply Installation & Fixing Of S.S. Railing alongwith Toughened Glass for Staircase & Ramp.	Bidder
03	Supply Installation & Fixing Of S.S. Railing alongwith Toughened Glass for Mezzanine Floor/Balcony.	Bidder
04	Supply Installation & Fixing Of S.S. Railing for Staircase, Ramp etc. Wall.	Bidder
05	Supplying , fitting and fixing of Stainless steel of 304 grade in hand railing using 50mm dia of 1.5mm thick	Bidder

	circular pipe with balustrade of size 38mm dia of 1.5mm @ 1.2mtr. C/C in front of spider fitting at ground floor as per approved design and specification , buffing , polishing etc with cost , conveyance of all materials , labour , T & P etc.required for the complete in all respect.	
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## **DOCUMENTATION**

The following key documents shall be submitted by the contractor (but not limited to).

- a. All inspection and testing records associated HANDRAIL installation.
- b. Final certified Inspection reports
- c. Test certificates from manufacturer of all materials to be used for this work.
- d. Testing report.
- f. As-Built Drawings
- g. All guarantee /warranty certificates from OEM.
- h. Letter of assurance from OEMs of major components confirming that support /service/ replacement of the equipment shall be available for at least five years.

## **APPROVAL**

Contractor has to show the sample material for HANDRAIL works and get it approved from our Client BDA. Before procurement of any material contractor has to approve the same from BDA. Also all types of required test certificate to be provided by the contractor.

- 2.02 The Owner / Employer reserve the right to increase or decrease the scope of work and/or not to operate any one or more of the item(s) of work(s) of SOQR. It is the responsibility of the Contractor to ascertain from the Engineer-in-charge, the items to be operated with their actual quantities before making any arrangement(s) for taking up work under the item(s). No claim, whatsoever, from the Contractor will be entertained for non-operation of any of the item(s) or for variation in quantity of any of the item(s).
- 2.03 The payment shall be made on the basis of actual quantities executed under various item (s) and the accepted rates thereof, and not on the quantities mentioned in the Schedule of Quantities and Rates (SOQR).
- 2.04 The work covered under this contract includes (limited to following but not conclusive) for **“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBANESWAR ODISHA”.**
- 2.05 The Scope of Work may also include such other related works as covered in the ‘Schedule of Quantities and Rates’ although they may not be specifically mentioned in the above paragraphs and all such incidental items not specified but reasonably implied and necessary for the completion of the work as a whole, shall be deemed to be included in the quoted rates of the Contractor.
- 2.06 B AND R reserves the right to split up the work included in the Scope of this tender among more than one Contractor at the stage of initial award or during the progress of work.

**B AND R also reserves the right to take away part of initially awarded work from the Contractor in case of his unsatisfactory work progress and award the same to other Agencies, in order to meet the time schedule of owner/client or for any other reason or contingency. In this regard B AND R’s decision will be final and binding on the contractor and contractor will not have any claim whatsoever in this regard.**

### 3.00 **SITE LOCATION:**

The work site is situated at Baramunda, Bhubaneswar, Odisha about 10 KM from Bhubaneswar Railway Station by Road and around 430 km from Howrah Railway Station by Train. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submission of their offer about the conditions of site, the nature of work, means and access to the site, accommodation they may require and all other necessary information as to the risks, contingencies and other circumstances which may influence or affect their offer and work. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent to any misunderstanding or otherwise shall be allowed.

#### **Site Visit:-**

Before submission of offer, the Tenderer is deemed to have inspected the site to study the nature and extent of work involved and also to have obtained first hand information regarding site condition. The Tenderer is deemed to have considered all such aspects in their quoted rates carefully and no claim whatsoever will be entertained later on the plea of ignorance of site conditions.

**For site visit the Tenderer may contact with our Sri Sunil Sahoo, Deputy Manager (Mechanical), Mob. No. – 8847858344**

### 4.00 **SUFFICIENCY OF QUOTATION:**

The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his quotation for the works and of the rates and prices quoted in the Schedule of Quantities and Rates in which rates and prices shall, except as otherwise provided, cover all his obligations and liabilities under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

### 5.00 **EARNEST MONEY DEPOSIT:**

**Rs. 148000.00 (Rupees One Lakh Forty Eight Thousand only)** should be submitted in form of Demand Draft (D.D.)/Pay Order/Banker's Cheque valid for 90 (Ninety) days / Bank Guarantee (BG) in prescribed format valid for minimum 06 (Six) months in favour of Bridge and Roof Co. (India) Ltd. Along with the offer drawn from any Nationalized/Scheduled Bank, in favour of Bridge and Roof Co. (India) Ltd., payable at Kolkata shall be submitted alongwith Tender documents. **(No A/c Payee Cheque shall be considered).**

**Since, this is a Works Contract, benefits to Indian Micro & Small Enterprises (MSEs) Units registered with DIC / NSIC / KVIC / KVIB / Directorate of Handicraft and Handloom etc., under Provisions of Public Procurement Policy for MSEs Order 2012 with upto date amendments shall not be applicable.**

**No exemption for submission of Tender Fee & EMD shall be entertained for MSME parties Therefore, MSME registered parties have to submit Tender Fee & EMD as specified in Tender alongwith their offer.**

**EMD amount in the form of BG submitted by Successful Bidder(s) shall be retained till submission of valid BG towards Performance Guarantee and the same shall be released thereafter. EMD amount in the form of Demand Draft (D.D.) / Pay Order / Banker's Cheque submitted by Successful Bidder(s) will be treated as a part of Security Deposit / Retention Money and the deduction towards the Security Deposit / Retention Money will be started after adjustment of EMD amount against value of work done in R/A bills. EMD amount of Un-Successful Bidder(s) during first stage i.e. Technical Evaluation etc. Shall be returned within the 30<sup>th</sup> day of declaration of result of first stage i.e. Technical Evaluation. No interest will be payable on Earnest Money Deposit.**

- i) The successful Tenderer shall accept the LOI within 3(Three) days from receipt of the same, failing

which the EMD shall be forfeited and the award of work may be liable to be cancelled.

ii) If any tenderer withdraws or make any changes in his offer already submitted before the expiry of the above validity period or any extension thereof without the written consent of the company, the EMD amount will be forfeited for such act of the tenderer.

iii) B AND R reserves the right of forfeiture of Earnest Money deposit (EMD) in case of the successful tenderer-

A) After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.

B) Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 10 days after award of LOI/contract. If the contractor, without reasonable cause or valid reasons, commits default in commencing the execution of the work within aforesaid time limit, B AND R shall without prejudice to any other right or remedy, be at liberty, to give 10 days' notice in writing to the contractor to commence the work or to forfeit the earnest money deposited by him and to revoke /rescind the letter to intent.

#### **6.00 RETENTION MONEY / SECURITY DEPOSIT:**

i) **Retention Money shall be deducted @ 5% in cash from each R.A. Bill/Final Bill until completion of the whole of the works or settlement of final payment and shall be returned to the contractor without any interest as per the following.**

**On completion of the whole of the works half the total amount retained is repaid to the contractor and half when the defects Liability period has passed and the Engineer has certified that all defects notified by the engineer to the contractor before the end of the period have been corrected.**

#### **FORFEIT OF RETENTION MONEY:**

In case of giving up the work by the contractor without completing the job, the Retention Money retained and / or any other payment due to the contractor will be forfeited and B AND R will claim additional amount from the contractor for any damage arising out of such act of contractor for which the contractor shall remain liable for payment.

#### **7.00 PERFORMANCE BANK GUARANTEE:**

After issuance of LOI, the Contractor shall submit Performance Bank Guarantee in a prescribed format for a value of **5%(Five percent)** of total Contract value from any Nationalized / Scheduled Bank in the prescribed format of B AND R, within 15 days from the date of issue of Letter of Intent which will be returned offer completion of Defect Liability period without any interest. The work will be carried out under supervision of B AND R's Engineers, Contractor will be responsible for the quality of the Workmanship and shall guarantee the work done for a period of 05(Five) years from the date of start of Guarantee period i.e. date of handing over of work to Bhubaneswar Development Authority as per the certificate of the Engineer-in-charge and shall rectify free of cost all defects due to faulty workmanship or material. In case Contractor fails to repair the defective Works within the time specified by the Engineer-in-charge, B AND R shall arrange to repair the defects and the charges shall be recovered from the Security Deposit amount of Contractor/any other Payment due to the contractor.

Without prejudice to the above, should there be any increase in the Contract Price; the Contractor shall

promptly increase the value of the Performance Bank Guarantee by an equal percentage. Failure to do so shall be a material breach of this Contract and shall entitle the Employer, without prejudice to its other rights under the Contract, to withhold any and all payments to the Contractor.

Failure of the Contractor to so extend the validity of the Performance Bank Guarantee 28 Days prior to its scheduled expiry, shall entitle B AND R to en-cash the Contract Performance Bank Guarantee.

**B AND R's Bank Details :**

Beneficiary Name : Bridge And Roof Co. (India) Ltd.

Bank Name : State Bank of India

Bank Address : OCHC Complex, Janpath Road, Near Ram Mandir, Bhubaneswar, Odisha-751001.

CCAccount No. : 38823827310

IFSC Code No. : SBIN0031864

PAN No. : AABCB3166E

**8.00 DEVIATIONS/VARIATIONS:**

The Engineer-in-Charge shall have power (i) to make alterations in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) to omit a part of the works in case of non-availability of portion of the site or for any other reasons, and the Contractor shall be bound to carry out the works in accordance with any instructions given to him by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work.

**9.00 QUANTITY VARIATION**

NOT APPLICABLE

**10.00 PRICE VARIATION / ESCALATION:**

No escalation is payable on any account.

**11.00 SUSPENSION OF WORK:**

i) The Sub-Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider for any of the following reasons:-

(a) On account of any default on part of the Sub-Contractor, or

(b) For proper execution of the works or part thereof for reasons other than the default of the Sub-Contractor, or

(c) For safety of the works or part thereof.

The Sub-Contractor shall, during such suspension, properly and secure protect the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge. Nothing extra shall be payable to Contractor on any account for such suspension of works.

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

(a) The Contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;



- (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the Contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the Contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the Contractor. Provided the Contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.
- iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the Contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Employer or where it affects whole of the works, as an abandonment of the works by Employer, shall within ten days of expiry of such period of 15 days given notice in writing of his intention to the Engineer-in-Charge. In the event of the Contractor treating the suspension as an abandonment of the contract by Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total there of 2% to cover indirect expenses of the Contractor provided the Contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

## **12.00 COMPLETION PERIOD:**

- 11.01 Unless otherwise specified by B AND R the Contractor is required to commence the work **within 3 ( Three ) days** from the date of issue of letter of intent by B AND R.
- 11.02 Time is the essence of the contract. Entire work as detailed in tender specification shall be completed within **30days** from the scheduled date of start of work i.e. date of issuance of LOI. Detail programs / milestones to be indicated by B AND R in due course of time. Contractor has to mobilize adequate resources to meet B AND R's commitments to client as indicated from time to time.
- 11.03 In case due to reasons not attributable to the Contractor, the work gets delayed and scheduled date of completion gets extended, time extension may be granted by B AND R but in no case over run compensation will be payable.
- 11.04 The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of Engineer-in Charge of B AND R. The decision of Engineer-in Charge of B AND R on completion date shall be final and binding on the Contractor.

## **13.00 DELAY IN EXECUTION OF WORKS:**

Time is the essence of the contract. If the contractor fails to maintain the required progress of work as per contract or to complete the work and clear the Site within the time period prescribed by the contract (Contractual completion period), he shall without prejudice to any other right or remedy of B AND R on account of such breach, the contractor agrees to pay compensation (penalty) to B AND R. If the agency fails to meet the completion schedule, B AND R shall be entitled to deduct, recover or adjust from the agency Liquidated damages @ 1% (one percent) of Total Contract Price (irrespective of Lump sum or Item Rate Contract or others) per week of delay or part thereof up to a maximum of 10% of the total Contract Price including elements of taxes, duties etc. complete.

B AND R shall deduct the amount of such compensation from any money due or which may become due to the contractor and/or recover such compensation from the bank guarantees / earnest money / retention money of the contractor. To be entitled to impose such compensation, B AND R will not be required to prove that he has incurred such amount as actual damage.

If the Works be delayed by:

- (a) Force majeure, or
- (b) abnormally bad weather, or
- (c) serious loss or damage by fire, or
- (d) civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (e) delay on the part of other Contractors engaged by Company in executing work not forming part of the Contract, or
- (f) non-availability of stores, which are the responsibility of Company to supply, or
- (g) non-availability or break-down of tools and plants to be supplied or supplied by Company, or
- (h) any other cause which, in the absolute discretion of Engineer-in-Charge, is found as beyond the Contractor's control; then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

#### **14.00 MATERIALS:**

In case, the Sub-Contractor fails to procure and supply of required quantity of materials which is within Sub-Contractor's scope of supply in commensurate with scheduled program to achieve required progress, the B AND R at its own discretion shall arrange to supply to the Sub-Contractor materials on chargeable basis, the rates of which will be derived at the landed cost + 10% (ten percent) thereon towards service charge and the same will be recovered from Sub-Contractor's bills.

The Contractor shall at his own expense, provide all materials required for the work .All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of him that the materials so comply.

The Contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials proposed to be used in the works. The Engineer-in-Charge shall within seven days of supply of samples or within such further period as he may require intimate to the Contractor in writing/inform the Contractor whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specification laid down in the Contract.

The Engineer-in-Charge shall have full powers for removal of any or all the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials the Engineer-in-Charge shall be at liberty to have them removed by other means. The Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for such rejected materials and in the event of the Contractor refusing to comply, he may arrange to supply by other mean. All costs, which may attend upon such removal and/or substitution, plus 10% (Ten Percent) towards service charge of B AND R shall be borne by the Contractor.

All charges on account of transportation, octroi, terminal or sales tax and other duties on materials obtained for the works from any source (including materials supplied by the Company) shall be borne by the Contractor.

The payment shall be made on the basis of actual quantities executed under various item(s) and the accepted rates thereof, and not on the quantities mentioned in the Schedule of Quantities and Rates.

The Scope of Work may also include such other related works as covered in Schedule of Quantities and Rates' although they may not be specifically mentioned in the above paragraphs and all such incidental items not specified but reasonably implied and necessary for the completion of the work as a whole, shall be deemed to be directed by the Employer.

Sub-Contractor's rate shall be inclusive of cost of dewatering/shoring wherever required. No extra payment shall be made for any type of dewatering/shoring during execution of the work. Any dewatering as required for making the construction area dry and workable shall be made by the Sub-Contractor within the finally accepted rate / price.

If required, Sub-Contractor shall submit to B AND R the entry challan of incoming materials for verification of stores and record.

It should be clearly understood that it is entirely the Sub-Contractor's responsibility and liability to find, procure and use the required tools and plants and accessories at his own cost for efficient and methodical execution of the work. B AND R shall have the right to check the sufficiency or quality of the Sub-Contractor's tools from time to time and the Sub-Contractor shall carry out all reasonable instructions of B AND R in this respect.

#### **15.00 MATERIALS SUPPLIED BY COMPANY:**

- 15.1 No materials will be supplied to the contractor by B AND R in case of any material supplied by B AND R, total cost of the material will be recovered from the contractor irrespective of quantum of wastage. Recovery rate will be landed cost of material + 10 % for handling charge.
- 15.2 In case, any materials are supplied by the Company to the Contractor on chargeable basis/ issue rates, the following provisions will apply.
- i) If contractor fails to supply any material which is supposed to be supplied by contractor as per tender terms, the same will be supplied by B AND R on prior written application and recovery rate will be materials cost as purchased by B AND R / supply rate of Owner + 10 % as processing handling charge.
  - ii) For the materials which the Company has agreed to supply to the Contractor, if any, he shall give a reasonable notice in writing of his requirements to the Engineer-in-charge in accordance with the agreed phased program. Such materials shall be supplied for the purposes of the contract only and the value of materials so supplied at the rates specified shall be set of or deducted, as and when materials are consumed in items of work for which payment is being made to the Contractor, under the Contract. At the time of submission of bills the Contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-charge, certify that balance of materials supplied are available at site.
  - iii) The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating of fixing materials in the works including all preparatory work of whatever description as may be required.
- 15.3 Materials required for the works, whether brought by the Contractor or supplied by the Company, shall be stored by the Contractor only at places approved by the Engineer-in-charge, storage and safe custody of materials shall be the responsibility of the Contractor.

15.4 Company's officials concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

**16.00 DISPOSAL OF SURPLUS MATERIALS:**

16.01 The contractor shall at all time keep the site free from all surplus earth, surplus materials, and all rubbish which shall arise from the works and should dispose of the surplus materials as ordered by the Engineer failing which it will be done at the cost of the contractor and cost will be deducted from his dues.

16.02 The contractor shall within 15 days of completion of entire works remove all unused and surplus materials tools and plants staging and refuge or other materials produced by his operations and shall leave the site in a clear and tidy conditions.

**17.00 SITE INSPECTION REGISTER:**

17.01 A site inspection register will be maintained by the Engineer or his representative in which the contractor will be bound to sign day to day entries made by the Engineer or his representative. The contractor is required to take note of the instructions given to him through the site inspection register and should comply with the same within a reasonable time. The contractor will also arrange to receive all the letters etc. issued to him at the site of works.

17.02 The contractor shall, from time to time (before the surface of any portion or the site is interfered with or the work thereon begun) take such levels as the Engineer may direct in his presence or any person authorized by him in writing. Such levels approved and checked by him or such authorized persons shall be recorded in writing and signed by the contractor and shall form the basis of the measurements. Immediately before any portion of the work, below water level is started, the existing water levels are to be taken and recorded in a similar manner.

17.03 The contractor shall have to make and maintain at his own cost suitable approach road and path, etc for proper inspection of the various works. He shall also provide all facilities as required by the Engineer such as Ladder and other appliances for satisfactory inspection of the works and places where materials for the work are stored or prepared.

**18.00 PROVISION OF LIGHT SIGNALS ETC.:**

18.01 The contractor/s shall make such provision for lighting the works, materials and plant and provide all such marks and lights, signals and other appliances as may be necessary or as may be required by the Engineer or other responsible authorities during the execution completion and maintenance of the work and shall provide all labour, stores, etc. required for their efficient working and use at any time of day or night. He/They shall also provide all arrangement of every description of watching and maintenance required in connection with the foregoing and all other services for protection of any securing all dangerous places whether to the contractor's workmen or to other persons and or vehicular traffic until the work is certified by the engineer to have been completed and taken over in accordance with the contract.

18.02 The contractor/s will provide upon the works to the satisfaction of the Engineer and at such, places as he may nominate, proper and sufficient life saving, fire fighting and first aid appliances which shall at all times be available for use.

**19.00 DRAWING AND SPECIFICATION:**

- a. Entire work has to be carried out in accordance with the technical specification as given along with tender document issued by B AND R.
- b. Entire work has to be carried out in accordance with the drawings as given along with tender document and as issued time to time if any by B AND R.

**20.00 INSPECTION OF SUPPLY ITEMS:**

**All required inspection & testing will be arranged by the contractor at his own cost.**

All inspection and test on bought out items, if any shall be made as required by specifications forming part of this contract. Various stages of inspection and testing shall be identified after receipt of Quality Assurance Program/Plan from the Contractor / manufacturer.

Inspection calls shall be given for association of B AND R/B AND R's client as per mutually agreed program in prescribed pro-forma with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the Contractor. All drawings, general arrangement and other contract drawings, specifications, catalogues etc. pertaining to equipment offered for inspection shall be got approved by B AND R/ B AND R's client and copies shall be made available to B AND R/ B AND R's client before hand for undertaking inspection. The Contractor shall ensure full and free access to the inspection engineer of B AND R/ B AND R's client at the Contractor or their sub-Contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.

The Contractor / Sub-Contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of B AND R/ B AND R's client free of cost for carrying out inspection.

Where facilities for testing do not exist in the Contractor's /Sub-Contractor's laboratories, samples, and test pieces shall be drawn by the Contractor / Sub-Contractor in the presence of Inspection Engineer of B AND R/ B AND R's client and duly sealed by the later and sent for tests in Government approved Test House or any other testing laboratories approved by B AND R's client at the Contractor's cost.

The Contractor shall comply with the instructions of the Inspection Engineer fully and with promptitude.

The Contractor shall ensure that the equipment / assemblies / component of the plant and equipment required to be inspected are not assembled and dispatched before inspection. The Contractor shall ensure that the parts once rejected by the Inspection Engineer are not used in the works. Where parts rejected by the Inspection Engineer have been rectified or altered, such parts shall be segregated for separate inspection and approval, before being used in the work.

On satisfactory completion of final inspection and testing, all accepted plant and equipment shall be stamped suitably and inspection Certificate shall be issued in requisite copies for all accepted items. For stage inspection and for rejected items, only inspection memo shall be issued indicating therein the details of observations and remarks.

If Owner or its representative fails to inspect within 30 days after receipt of inspection notice, the Contractor may dispatch material on specific approval of Owner. All the Contractor shall carry out and bear cost towards the tests in his laboratory. The Contractor will provide free access to the field Laboratory to the Engineer-in-Charge and his authorized representatives to supervise / carryout the tests.

Contractor will procure the material after getting approval of B AND R and their Client.

**21.00 FINAL INSPECTION:**

After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work are attributable to Contractor, these shall be attended by the Contractor at his own cost as and when they are brought to his notice by the Owner. The Owner shall have the right to have these defects rectified at the risk and cost of the Contractor if he fails to attend to these defects immediately.

## **22.00 LABOUR :**

The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his Eighteen (18) years of age.

- 22.1 The Contractor shall furnish to the Engineer-in-Charge at the intervals mentioned in Schedule F, a distribution return of the number and description by trades of the workpeople employed on the Works. The Contractor shall also submit on the 4TH and 19TH of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act, 1961 of Rules made there under and the amount paid to them.
- 22.2 The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contractor's Labour Regulations.
- 22.3 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contractor's Labour Regulations in regard to all matters provided therein.
- 22.4 The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- 22.5 The Contractor shall be liable to pay his contribution and the employee's contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employee's State Insurance Act, 1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills of Contractor and amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 22.6 The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractor's Labour( Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractor's Labour Regulations and Acts 1910 and Rules framed there under.

- 22.7 In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labour Regulations, as amended from time to time or furnishing any information of submitting or filling any Form / Register / Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Office as defined in the Contractor's Labour Regulation, the Contractor shall without prejudice to any other liability pay to the Company a sum as applicable as per prevailing Rules as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced for each day of default subject to a maximum percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.
- 22.8 The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the Works. In case the Contractor fails to make arrangement as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- 22.9 The Contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

22.10 **PAYMENT OF WAGES TO ENGAGED LABOUR AT SITE WAGES OF THE CONTRACT LABOUR:**

The payment of minimum wages to the contractor labours shall be as per the rates notified by the central government, as per the minimum wages act – 1948 and as adopted/circulated by the Nalco management from time to time

The classified workers in different categories will be as per the notification issued by the central government fixing the minimum wages for above scheduled appointment. Where the minimum wages notified by the government of Odisha is higher than the rates notified by the central government, the government of Odisha rates should apply to concerned scheduled employment as long as the same remains higher than the central government rates.

Sl.No.	Category	Basic rate of wages (Rs)	Rates of VDA (Rs)	Additional Element of wages (Rs)	Canteen Subsidy(Rs)
1	Unskilled	As per prevailing Rate	As per prevailing Rate	32	12
2	Semiskilled	As per prevailing Rate	As per prevailing Rate	32	12
3	Skilled /Clerical	As per prevailing Rate	As per prevailing Rate	32	12
4	Highly Skilled	As per prevailing Rate	As per prevailing Rate	32	12

The additional element of Rs. 32/- (rupees Thirty-Two) per day indicated above would qualify for all statutory payments, which are linked to wages like PF and other benefits, so that the rates quoted by the bidder should include the same.

In addition to minimum wages, an amount of Rs.12/- per day as indicated above shall be payable to each contract labourer towards canteen subsidy and this will be paid by the contractor concerned which will qualify for deduction of provident fund only.

The minimum wage as notified by the chief labour commissioner (central) has a variable component as special allowance which is linked to average AICPI for industrial workers, which keeps on changing every six months. The contractor has to absorb all such variations due to increase in minimum wage in their quoted price, and no claim whatsoever on this account shall be entertained.

#### **Health and Sanitary Arrangements For Workers:**

In respect of all labour directly or indirectly employed in the works for the performance the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

The contractor shall provide in the labour colony all amenities such as Electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

#### **23.00 TOOLS, PLANTS AND EQUIPMENTS :**

- 23.01 The Contractor shall arrange at his own expense all tools, plant and equipment (herein after referred to as T&P) required for execution of the work.
- 23.02 If the Contractor requires any item of T&P on hire from the Company, the Company will, if such item is available, hire it to the Contractor at a rate to be fixed by the Engineer-in-Charge.
- 23.03 If at any time Company's T&P has not worked at all during a day except for a breakdown, or has worked for less than eight hours during a day, the Contractor shall be charged for one working day.
- 23.04 If any item of Company's T&P has stopped working on account of breakdown before it has worked for four hours in a day, the Contractor will be charged for half a working day. If the item has stopped working after it has worked for more than four hours but less than eight hours, the Contractor will be charged for a full working day.
- 23.05 The Contractor shall be responsible for care and custody of Company's T&P (including employment of Chowkidwar's) during the period Company's T&P remain with him and any damage (fair wear and tear excepted) to any of the equipment (except for Expected Risks provided always the Contractor has taken precautions necessary to protect it from such risks) shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-Charge unless such damage is caused because of negligence of crew provided by the Company.
- 23.06 Company's T&P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-Charge on completion of the work or section of the work or earlier on termination of the hire by the Company as hereinafter provided on a written notice by the Engineer-in-Charge. The Company shall be entitled to terminate the hire on two day's notice without assigning any reason whatsoever and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of Company's TandP by the Company.
- 23.07 If owner's/client's, T&P are given to the Contractor on hire for execution of the work through the company, the same charges/rents as would be levied on the Company shall be charged to the Contractor and similar conditions as applicable to the Company for hire of T&P from Owner/Client will also apply in the case of the Contractor without any alteration.



## **24.0 POSSESSION OF SITE BY CONTRACTOR:**

24.01 The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer – in – Charge in writing. The portion of the site to be occupied by the Contractor shall be defined and / or marked on the site plan, failing which these shall be indicated by the Engineer – in – Charge at Site and the Contractor shall on no account be allowed to extend his operation beyond these areas. In respect of any land allotted to the Contractor for purposes of or in connection with the contract the Contractor shall be licensee subject to the following and such other terms and conditions as may be imposed by the licensor.

- (i) That such use or occupation shall not confer any right or tenancy of the land to the Contractor.
- (ii) That the Contractor shall be liable to vacate the land on demand by the Engineer – in – Charge.
- (iii) That the Contractor shall have no right to any construction over this land without the written permission of the Engineer – in – Charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

24.02 The Contractor shall provide if necessary, or if required, on the site, all temporary access there to and shall alter, adopt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer – in – Charge and make good all damage done to the site.

## **25.00**

### **SETTING OUT WORKS:**

The Engineer–in–Charge shall supply drawings, levels and other information necessary to enable the Contractor to set out the Works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which arise through in accurate setting out unless such error is based on incorrect data furnished in writing by the Engineer–in–Charge, in which case the cost of rectification shall be borne by the Company. The Contractor shall protect and preserve all benchmarks used in setting out the Works till end of the Defects Liability period unless the Engineer–in–Charge directs their removal.

## **26.00 WATCHING AND LIGHTING:**

The contractor shall in connection with works provide and maintain at his own cost all lightings, guards, fencing and watch and ward and the security of the entire work in progress including all the machineries, materials shall be the responsibility of the contractor till taken over by the owner by way of the written taking over certificate.

**27.00 CONTRACTOR'S SUPERVISION:**

The Contractor shall either himself supervise the execution of the works or shall appoint a competent agent approved by the Engineer – in – Charge at his own expense as his accredited agent and engineer approved by the Engineer – in – Charge. Orders given to the Contractor's agent shall be considered to have the same force if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as directed by the Engineer – in – Charge the Engineer – in – Charge shall have full powers to suspend the execution of the works until such date as suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works.

**28.00 INSPECTION AND APPROVAL:**

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer – in – Charge of his authorized representative when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

Employer's/ Client's representatives concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.

28.1 No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the Contractor shall afford full opportunity for examination of foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer-in-charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notice he shall, if required by the Engineer-in-charge, uncover such work at the Contractor's expense.

28.2 Company's/Owner's representatives concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.

**29.00 POWERS OF ENGINEER – IN – CHARGE'S REPRESENTATIVE:**

The duties of the representatives of the Engineer – in – Charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Employer nor to make any variation in the works.

29.01 The Engineer – in – Charge may from time to time delegate to his representative any of the powers and authorities vested in the Engineer – in – Charge and shall furnish to the Contractor a copy of all such written delegation of Powers and authorities. Any written instruction or written approval given by the representative of the Engineer – in – Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Employer as through it had been given by the Engineer – in – Charge.

- 29.02 Failure of the Representative of the Engineer – in – Charge to disapprove any work or materials shall not prejudice the power of the Engineer – in – Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- 29.03 If the Contractor is dissatisfied with any decision of the Representative of the Engineer – in – Charge he shall be entitled to refer the matter to the Engineer – in – Charge who shall thereupon confirm, reverse or vary such decision.

**30.00 INSPECTION OF WORKS:**

The Engineer-in-Charge will have full power and authority to inspect the works in progress at any time wherever the premises / workshops situated, of the Contractor, person, firm or corporation where works in connection with the contract may be or where materials are being or intended to be supplied. The contractor shall afford or procure every facility and assistance to Engineer-in-Charge carry out such inspection. The contractor shall, at all time during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing be present for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

The contractor shall give not less than seven days notice in writing to the Engineer-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of failure of above the same shall be uncovered and all facilities made available again at contractor's expense for carrying out such measurement or inspection.

The contractor is to provide at all times during the progress of the work and maintenance period proper means at access with ladders gang ways etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engineer-in-Charge.

**31.00 INSPECTION OF SITES:**

The Bidder shall visit and inspect the site and its surroundings and shall satisfy himself before submitting his quotation as to the nature of the ground and sub soil (so far as is practicable) the form and nature of the site and nature of work and materials necessary for the execution of the work, and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his quotation. No extra charges consequent on any is understanding or otherwise shall be allowed.

**32.00 REMOVAL OF WORKMEN:**

The Contractor shall employ in and about the execution of works only such persons as are skilled and experienced in their several trades and the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor in or about the execution of the works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without written permission of the Engineer-in-charge.

**33.00 WORK DURING NIGHT OR ON SUNDAYS and HOLIDAYS:**

Subject to any provisions to the contrary contained in the Contract, none of the permanent works shall be carried out during night or on Sundays or on authorized Holidays without the permission in writing of the Engineer-in-Charge except when the work is unavoidable or absolutely necessary for the safety of life, property of works in which case the Contractor shall immediately advise the Engineer-in-Charge accordingly.

**34.00 COMPENSATION FOR DELAY/ LIQUIDATED DAMAGES:**

If the Contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or extended date/period of completion he shall, without prejudice to any other right or remedy of the Company on account of such breach, pay as agreed compensation amount calculated as to be stipulated or such smaller amount as be fixed by the authority on the contract value of the work for every week that the progress remains below that specified or that the work remains incomplete.

This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered.

34.01 Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the specified limit of the Contract value or of the Contract value of the item or group of items of work for which a separate period of completion is given.

34.02 The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Company.

34.03 If the agency fails to meet the completion schedule, B AND R shall be entitled to deduct, recover or adjust from the agency Liquidated damages @ 1%of total Contract Price per week of delay or part thereof up to a maximum of 10% of the total Contract Price .

34.04 Work fronts will be released phase wise but work to be started in all locations immediately upon release of work front.

**35.00 CONTRACTOR MAY BE BLACK LISTED FOR THE FOLLOWING :-**

a) Misbehavior / threatening of B AND R's Supervisory Officers/B AND R's Client during execution of work/tendering process.

b) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.

c) Submission of false/ fabricated / forged documents for consideration of a tender.

**36.00 DEFECTS LIABILITY PERIOD**

**The maintenance period including defect liability period for the project shall be Five (5) years from the date of issuance of completion certificate.**

Even through the work will be carried out under supervision of B&R's Engineers, contractor will be

responsible for the Quality of the Workmanship and shall Guarantee the work done for a period of 05 (Five) Years from the date of start of Guarantee period i.e. date of handing over of work to Bhubaneswar Development Authority as per the certificate of the Engineer-in-charge and shall rectify free of cost all defects due to faulty Workmanship. In case Contractor fails to repair the defective Works within the time specified by the Engineer-in-charge, B&R shall arrange to repair the defects and the charges shall be recovered from the Security Deposit Amount of Contractor/any other Payment due to the Contractor.

**Care of works:**

From the commencement of completion of the work, the contractor shall take full responsibility for the care of all works including all temporary works and in case any damage, loss or injury shall happen to the work or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that on completion the work shall be in good order and in conformity in every respects with the requirements of the contract and the Engineer-in-Charge's Instructions.

**Defects prior to taking over:**

If at any time before the work is taken over, the Engineer-in-Charge shall: Decide that any work done or materials used by the contractor or any sub-contractor is defective or not in accordance with the contract, or that the works or any portion thereof are defective, or do not fulfill the requirements of contract (all such matter, being hereinafter, called 'Defects' in this clause) and (b) as soon as reasonably practicable gives to the contractor notice in writing of the said decision specifying particulars of the defects claimed to exist or to have occurred then the contractor shall at his own expenses and with all speed make good the defects so specified.

In case contractor shall fail to do so, the Owner may take, at the cost of contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by the owner be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the works have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others.

**Defect after taking over:**

In order that the contractor could obtain a completion certificate he shall make good with all possible speed, any defect arising from the defective material supplied by the contractor or that may have been notices or developed, after the works or group of the works has been taken over, the period allowed, for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the owner may proceed to do the work at contractor's Risk and expenses and deduct from the final bill such amount as may be decided by the Owner.

If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the works within one month after date fixed by the contract for the completion of the works, the Owner shall be a liberty to use the work or any portion thereof in respect of which a completion certificate has not been issued, provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of these works for the issue of completion certificate.

Maintenance upto **5 years** after successfully completion of the work and handing over to BDA is under the scope of the contractor. The maintenance period including defect liability period for the building shall be **Five (5) years** from the date of issuance of completion certificate.

**38.00 OVERRUN COMPENSATION**

No Over Run Compensation (ORC) is payable for works done during the extension period, by way of rate revisions for periods beyond original contract period.

**39.00 CONTRACTOR'S LIABILITY and INSURANCE:**

From commencement to completion of the works, the Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Employer's T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works and all Employer's T&P shall be in good order and condition and in conformity in every respect with requirements of the Contract and instructions of the Engineer-in-Charge.

**PF ACCOUNT AND ESI CODE:**

**P.F. ACCOUNT CODE:**

The tenderer shall possess independent P.F. "Account Code" from the concerned Regional Provident Fund Commissioner. A copy of the PF certificate shall be furnished along with technical un-priced bid. The successful Bidders shall abide by all the requirements and submit copies of all registers/ returns etc filed by them before the Corporation releases final dues.

**ESI CODE:**

The Tenderer/successful bidder shall possess an independent ESI code in the name of the establishment, to be obtained from the Regional Director, ESI Corporation, Bhubaneswar, for reporting ESI compliance of the workers engaged by him. A copy of the letter of allotment of ESI code shall be furnished as evidence and submitted along with the tender document. The successful Bidders shall abide by all the requirements and submit copies of all registers/ returns etc filed by them before the Corporation releases final dues.

In case the tenderer /contractor is already having an independent ESIC code of other state/region, they can participate in the tendering process by submitting the document pertaining to the other state ESIC code.

In case, if the bidder is not registered with the Concerned Department of PF and ESI, then the Bidder should give a declaration in their Letter head along with Techno Commercial part of their Offer towards submission of the same within one month of award of Work and before releasing any Payment in their favour.

**40.00 LABOUR LICENSE:**

The bidder must have Labour License Certificate issued by Concerned State Authority.

**41.00 STRIKES & LOCKOUT:**

The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, B AND R/ B AND R's client shall have the right to get the work executed through any other agencies and the cost so incurred by B AND R/ B AND R's client shall be deducted from the Contractor's bills.

For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of B AND R/ B AND R's client.

#### **42.00 FACILITIES TO OTHER CONTRACTOR:**

Contractor shall be responsible for proper co-ordination with other agencies operating at the site of work so that work may be carried out concurrently, if necessary, without any hindrance. The Engineer-in-charge shall resolve disputes, if any, in this regard, and his decision shall be final and binding.

#### **43.00 SITE CLEANING**

Contractor shall comply with the provisions of ISO 14000 (EMS Criteria) for proper disposal of debris, unused oils, lubricants etc. in consultation with Engineer-in-Charge.

The Contractor shall take care of cleaning the working site from time to time for easy access to work site and also from safety point of view.

The Contractor and his sub-Contractor shall from time to time clear and remove all rubbish and unwanted constructions, unwanted equipment, unused materials, etc. resulting in the execution of the work. The disposal of rubbish will have to be done only in the areas earmarked by the Owner as per the direction of the Engineer-in-Charge. All streets and driveways in the work area shall be kept clear and unobstructed at all times.

Working site should be always kept cleaned up to the entire satisfaction of Engineer-in-Charge. Before handing over of any work to Owner, the Contractor in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-Charge.

On completion of the total work as envisaged in this contract, the Contractor has to dismantle and clear all constructions used for his office/stores/godowns/laboratories/labourcolonyetc.atOwner's site.

#### **44.00 LOCAL ROADS & HAUL ROADS**

Contractor shall make all temporary roads/approaches/ramps necessary for his work at site at his own cost. Contractor shall also maintain already established roads/approaches, which are used by him.

The contractor shall plan transportation of construction materials/equipment to work site in such a way that road accident is avoided and no damage is done to the existing roads.

The contractor shall construct and maintain at his own cost all suitable temporary haul roads to the work site as may be found necessary by him for the execution of works. Before construction of all such haul roads and any subsequent modifications, the contractor has to get approval for the same from Engineer-in-charge.

Separate payment will not be made for the construction and maintenance of the temporary haul roads including any necessary special protections or strengthening required and all cost of such works shall be deemed to have been included in the cost of the item.

No heavy equipment/Trucks should run over the Dyke. Only crossing of the dykes will be allowed at specified locations as directed by the Engineer-In-charge

#### **45.00 NOTICES TO LOCAL BODIES:**

- (i) The Contractor shall comply with and give all notice required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State laws or any regulation of bye laws of any local authority relating to the works. He shall before making any variation from the Contract drawing necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instruction therein.
- (ii) The Contractor shall pay and indemnify the Employer against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of works.

**46.00 INSTRUCTIONS & NOTICES:**

- (i) Subject or otherwise provided in this Contract, all notices to be given on behalf of the Employer and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.
- (ii) All instructions, notice and communications etc. under the Contract shall be given in writing and if sent by registered post to the last known place of above business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.
- (iii) The Contractor or his Agent shall in attendance at the Site(s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they had been given to the Contractor himself.

**47.00 FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii) Employer shall have option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, Employer shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by employer, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
- iii) Reasonable compensation for transfer of T and P from site to Contractor's permanent stores or to his other works, whichever is less. If T and P are not transported to either of the said places, no cost of transportation shall be payable.
- iv) Reasonable compensation for repatriation of Contractor's site staff and imported labour to the extent



necessary.

The Contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (ii) and (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of Contractor's materials at site taken over by Employer as per item (ii) above. Provided always that against any payments due to the Contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the Contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by Employer from the Contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

#### **48.00 CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR**

If Contractor :

- i) at any time makes default during currency of work or does not execute any part of the work with the due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or
- ii) commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 working days even after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or

Fails to complete the works or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge; or

- iii) The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by B AND R/Client because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor

under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Employer (Client / B AND R) in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Employer ( Client / B AND R) as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Owner in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

#### **49.00 SUSPENSION OF WORK**

- i) The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge (**All final decisions / finalizations are subject to the approval of B AND R / B AND R's Client**), suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons :
  - a) on account of any default on the part of the Contractor or;
  - b) for proper execution of the works or part thereof for reasons other than the default of the Contractor; or
  - c) for safety of the works or part thereof.

The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

- ii) If the suspension is ordered is ordered for reasons (b) and (c) in sub-para (i) above:
  - a) the Contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
  - b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the Contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the Contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the Contractor. Provided the Contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.
- iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three

months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the Contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Employer or where it affects whole of the works, as an abandonment of the works by Employer, shall within ten days of expiry of such period of 15 days given notice in writing of his intention to the Engineer-in-Charge. In the event of the Contractor treating the suspension as an abandonment of the contract by Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the Contractor provided the Contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months. All final decisions/finalizations are subject to approval from Owner i.e. B AND R's client Authority.

**50.00 TERMINATION OF CONTRACT INCASE OF DEATH:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partner dies then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its in-completed part without the Company being in any way liable to payment of any compensation to the estate of the deceased Contractor and / or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor to the surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the Parties. In the event of such cancellation the Company shall not hold the estate of the deceased Contractor and / or surviving partners of the Contractors firm liable in damaged for not completing the Contract.

- iv) Any excess expenditure incurred or to be incurred by the Employer in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Employer as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money are not sufficient the Contractor shall be called in writing to pay the same within 30 days.
- v) If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant implements, temporary buildings etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.
- vi) Any sums in excess of the amounts due to the Employer and unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Company of the works or part of the works is less than the amount which the Contractor would have been paid had be completed the works or part of the works, such benefit shall not accrue to the Contractor.

If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expenses. If it shall appear to the Engineer – in – Charge or his Representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect, or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contract for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer – in – Charge forthwith rectify or remove and reconstruct the work so specified in whole or part as the case may be and / or remove the materials or article so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer – In – Charge in his notice aforesaid, the Engineer – In – Charge may rectify or remove and re-execute the work and / or remove and replace with other materials or articles / complained of, as the case may be, by other means at the risk of the Contractor.

**51.00 URGENT WORKS :**

If any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may be his own or other work people carry it out as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the Contract to carry out at his expense, all expenses incurred on it by the Company shall be recoverable from the Contractor and be adjusted or set off against any such payable to him.

**52.00 RECORDS & MEASUREMENT:**

- i) The Engineer-in-charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract or work done in accordance therewith.
- ii) All items having a financial value shall be entered in Measurement Book, level book etc. prescribed by the Company so that a complete record is obtained of all work performed under the Contract.
- iii) Measurement shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.
- iv) Before taking measurements of any work the Engineer-in-charge or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurement taken by the Engineer-in-charge or by the person deputed by him shall be taken to be correct measurements of the work.
- v) The Contractor shall, without extra charge provide assistance with every appliance labour, and other things necessary for measurement.
- vi) Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the Contractor objects to any of the measurement recorded on behalf of the Company a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement.

**v) ORDER OF PRECEDENCE**

The contract shall be subject to the provisions of GCC save those provisions of GCC which are superseded by other documents as mentioned below:

If conflicts between documents comprising the contract arise, the following shall prevail in the order as

below;

- LOI/WO including any agreed variation.
- Schedule of rates/Bill of Quantity
- Technical specifications
- Drawings
- Special Conditions of Contract
- Instruction to Bidders
- General Conditions of Contract
- Relevant Indian Standards

**53.00 METHODS OF MEASUREMENT:**

Except where any general or detailed description of the work in quantities expressly whose to the contrary, Schedule of Quantities and Rates shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates / Specifications notwithstanding any provision in the relevant standard method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Quantities and Rates / Specifications measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

**COMPUTERISED CONTRACTOR'S BILLING SYSTEM**

Without prejudice to stipulation in General Conditions of Contract, Contractor shall follow the following Computerized Billing System:

The bills will be prepared by the Contractor on his own PCs as per the standard formats and codification scheme proposed by the Owner. The Contractor will be provided with data entry software to capture the relevant billing data for subsequent processing. The contractor shall submit the monthly bills in two hard copies and one CD incorporating all jointly accepted measurements of work done in the previous month. EIC/Consultant shall verify and forward the same to Owner for further scrutiny at their end and for release of payment. If any differences in computer entry and jointly accepted measurements are found by EIC/Consultant, the relevant pages shall be marked by flagging in hard copy and such bill shall be returned to the Contractor. The date of re-submission of the same after incorporating all such corrections only shall be reckoned as date of submission of the bill. The Contractor shall also ensure the correctness and consistency of data so entered with the hard copy of the bill, submitted for payment. The Contractor shall arrange necessary infrastructure facilities for following this Computerized Billing System within his quoted prices. No additional payment on account of computer hire or peripherals of consumables shall be made.

**54.00 WATER and ELECTRICITY:**

Construction water and power will be provided by B AND R in one point free of cost. Distribution of the same shall be Contractor's responsibility within their quoted price with all materials, tools, tackles etc.

All necessary safety equipment to be provided by the contractor.

**55.00 LAND FOR RESIDENTIAL ACCOMMODATION:**

Labour hutment with water supply, electricity, sanitation etc. will be the scope of the contractor.

**56.00 MODE OF PAYMENT:**

All payment shall be made through RTGS/NEFT and the Contractor shall submit the following details to the company.

Name of the company :

Name of Bank :

Name of Bank Branch :  
City :  
Account Number :  
Account Type :  
IFSC Code of the Bank Branch :  
MICR Code of the Bank Branch :

**57.00 INCOME TAX:**

Income Tax will be deducted by cash at source from Contractor's all bills as per Income Tax Act and Rules framed there under at such rates as may be applicable from time to time.

**58.00 EXTRA CLAIMS:**

Notwithstanding anything contained in the contract, it should be clearly noted that no extra claim lodged/to be lodged by the Contractor shall be entertained by the Company in pursuant to this Contract. Nevertheless, if the Contractor insists and raises any extra claim bills, the Company shall pursue with the Owner in good faith, settlement of rates for Extra Items and claims, if raised by the Contractor on the Company and the decision taken by the Owner and the Company shall be binding upon and acceptable to the Contractor corresponding to and relevant with his part of the work. It should also be clearly understood that the pursuing of the Contractor's claim on the Company in good faith with the Owner shall not mean under any circumstances, Company's acceptance of the rates of extra items and claims raised by the Contractor on the Company and at no point of time, Contractor's plea that irrespective of the decision taken by the Owner, the rates of extra items and claims shall have to be paid to the Contractor based on his claim stating that the Contract is between the Company and the Contractor having no relationship with the Owner, shall contractually hold good because the Company have pursued Contractor's bills with the Client in good faith only without going through the merit of the same.

**59.00 SPLITTING OF WORK :**

Not applicable

**60.00 TAXES AND DUTIES:**

The contractor shall be exclusively responsible for payment of all Taxes and duties (except Goods and Services Tax) that may be levied from time to time according to the Laws and Regulation now in force and also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by the company in respect of any duties/taxes to be imposed on procurement of materials for execution of works contract.

**GST – TDS :**

GST-TDS will be deducted by cash at source from contractors invoice value before GST, under GST Law w.e.f. 01.10.2018 as per Govt. Notification No. 50/2018 – Central Tax dated 13.09.2018 for taxable services as per Act and rules framed there under at such rates as may be applicable from time to time.

**61.00 BOCW Cess:**

To be deducted from Contractor's R/A bill as per rule.

**62.00 ROYALTY :**

Payment of Royalty will be the responsibility of the Contractor within his quoted price every month the Contractor shall submit Royalty challan issued by the Competent Authority for Stone chips and Sand purchased by the Contractor and used in the job. It is mandatory for the Contractor to submit to the Company Royalty Certificate from the Mining Department before release of final bill payment due to him.

### **63.00 INSURANCE:**

Contractor shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the Owner as follows

#### **Employees State Insurance Act:**

The contractor agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees State Insurance Act., 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability of penalty which may be imposed by the Central, State or Local authority by the reason of any asserted violation by contractor or Sub-contractor of the Employee's State Insurance Act, 1948 and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to fill in with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees, whose aggregate remuneration is Rs. 560.00 per month or less and who are employed in the work provided for or those covered by ESI from time to time under the Agreement. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's contribution cards at wages payments intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employees State Insurance Corporation Account, the employee's contribution as required by the Act. The contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the contractor's or sub-contractor's account.

The Owner shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contribution as required by the Employees State Insurance Act, 1984, have been paid. This will be pending on the contractor when the Employees State Insurance Act is extended to the place of work.

#### **Workmen Compensation and Employees Liability Insurance:**

Insurance shall be affected for all the contractor's employees engaged in the performance of this contract. If any of the work is subject, the contractor shall require the sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the contractor insurance.

#### **Any other insurance required under Law or Regulations or by Owner:**

Contractor shall also carry and maintain any and all other insurance, which he may require under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Owner.

#### **Accident or Injury to workmen:**

The owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the contractor or any sub-contractor save and except and accident or injury resulting from any act or default of the Owner, his agents or servants and the contractor shall indemnify and keep indemnified the Owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation

thereto.

**Transit Insurance:**

In respect of all items to be transported by the Contractor to the site of work, the cost of transit insurance should be borne by the contractor and the quoted price shall be inclusive of this cost.

**64.00 THIRD PARTY INSURANCE :**

- i) Before commencing the execution of the works the Contractor, ~~but~~ without limiting his obligations and responsibilities under Clause hereof, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property including that of the Employer, or to any person, including that of the Employee of the employer, by or arising out of the execution of the works or in the carrying out of the contract.
- ii) Minimum Amount of Third Party Insurance :
- iii) Provision to Indemnify Employer :  
The terms shall include a provision whereby, in the event of any claim in any respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the Company, the insurer will indemnify the Company against such claims and any cost, charges and expenses in respect thereof.
- iv) Amount of Such insurance shall be decided by our Engineer-in-Charge, Whose decision in this regard shall be final and binding upon the Contractor

**65.00 INDEMNITY**

Contractor to Indemnify the Owner:

The contractor shall indemnify the Owner and every member, Officer and employee of the owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matter referred to in clause 81 and elsewhere and all actions, proceedings, claims demands costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damage and compensation and against all claims, damages, proceedings, costs, charges and expenses whatsoever thereof or in relation thereto.

Payment of Claims and Damages:

Should the Owner have to pay any money in respect of such claim so or demands as aforesaid the amount so paid and the cost incurred by the Owner shall be charged to and paid by the Contractor and the contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the contrary.

In every case in which by virtue of the provisions of section 12, sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workman Compensation act or any other act, the Owner is obliged to pay compensation to workman employed by the contractor in execution of the works, the Owner will recover from the contract or the amount of the compensation so paid, and without prejudice to the rights of Owner under section 12, sub-section (2) of the said act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under section 12 sub-section (i) of the said Act except on the written request of the contractor and upon his giving to the Owner full security for all costs for which the Owner might



become liable in consequence of contesting such claims.

**65.01 CLAIMS IN RESPECT OF DAMAGE TO PERSON/PROPERTY**

In the event of any claim being made against any person arising out of the matters referred to in respect of which it appears that the contractor may be liable to indemnify the Owners indemnified party under this Clause the contractor shall be promptly notified thereof and may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise in relation thereto, subject to compliance with the terms of claims procedures under any applicable insurance policy. The Owners Indemnified Party shall not, unless and until the contractor shall have failed to take over the conduct of the negotiations or litigation, agree to any settlement of such negotiations or litigation or make any admission, which might be prejudicial thereto. The Owners Indemnified Party shall at the request of the contractor afford all available assistance for any such purpose and shall be rapid all costs reasonably incurred in so doing.

The indemnities under this clause shall apply regardless of the negligence, gross negligence, strict liability, breach of duty or other fault of the person to be indemnified and regardless of whether the loss arises in contract, tort, breach of duty (statutory or otherwise) or otherwise at law.

**65.02 POLLUTION AND CONTAMINATION**

The contractor shall be liable for, and shall defend indemnify and hold the Owner harmless from and against any claim resulting from pollution and or/ contamination which originates :

- i) from the property of the Contractor (including, but not limited to, the contractors equipment) ; and /or
- ii) From spills fuels, lubricants, motor oils, pipe, dope, paints, solvents and rubbish or other effluent in the care, custody or control of the Contractor;
- iii) Arising out of or and in connection with the performance of this contract, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the Owner

**65.03 RESPONSIBILITY FOR THE PROJECT**

Without prejudice to the contractors other obligations under the Contract and at law, the Contractor shall be responsible for the Project from the Effective Date until the date of issue of the Completion certificate in respect of the whole of the project. In the event of any loss or damage to the Project during such period, the Contractor shall, if instructed by the B AND R/ B AND R's client, reconstruct, repair or replace the same at its own expense.

**66.00 EXTRA / SUPPLEMENTARY / DEVIATION ITEMS:**

- 66.1 B AND R/B AND R's client reserves their right to execute any additional works/ extra works, during the execution of work, either through the contractor or by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by B AND R/ B AND R's client, contractor is required to extend necessary cooperation, and act as per the instruction of Engineer-in-Charge.

- 66.2 The Engineer-in-Charge shall have the power to make any alterations in / omissions from / additions to / substitutions for the items in the Bill of Quantities. The Contractor shall be bound to carry out such altered/extra/new items of work in accordance with any instructions which may be given to him in writing and such alterations, omissions, additions or substitutions shall not invalidate the Contract. This work shall be carried out by the Contractor on the same conditions in all respects in which he has agreed to do the main work. The time for Completion of Work may be extended at the discretion of the Engineer-in-Charge for only such alterations, additions or substitutions of the work as he may consider as just and reasonable.
- 66.3 The rates for such additional, altered or substituted work under this Clause shall be worked out in accordance with the following provisions :-
- a) If the rates for additional, altered or substituted Work are specified in the Contract for the Work, the Contractor is bound to carry out the additional, altered or substituted Work at the same rates as those specified in the Contract.
  - b) If the rates for additional, altered or substituted Work are not specifically provided in the Contract for the Work, the rates will be derived from the rates for similar class of Work specified in the contract for the Work. The opinion of the Engineer-in-Charge as to whether or not the rates can be reasonably so derived from the items in this Contract, will be final and binding on the Contractor.
  - c) If the rates for the altered, additional or substituted Work cannot be determined in the manner specified in Clause [(a)and (b)] above, then based on instruction of Engineer-in-Charge, the Contractor shall, within 7 Days of the receipt of order to carry out the Work, inform the Engineer-in-Charge, the rate which he intends to charge for such class of Work, supported by analysis and documents of the rate or rates claimed, based on the prevailing market rate. The Engineer-in-Charge shall in turn determine the rates on the basis of the landed rates of materials, labourers, Taxes and duties plus certain percentage for overheads and profit. However, in any case 50% of the overhead and profit thus arrived will be retained by B AND R and balance 50% will be paid to the contractor. The opinion of the Engineer-in-Charge in the above determination of rates will be final.

#### **67.00 SAFETY AND SECURITY**

The Contractor shall ensure and arrange at his cost fire and the safety provisions, as per Indian standards Institution, safety manual of the Employer, if any, and such provisions as are locally in force time to time for all labour, directly or indirectly employed in the works for performance of this contract. The contractor will indemnify the employer from any consequences arising due to contractor's failure in respect of safety provision. (The detailed terms and conditions related to Safety at Site is attached)

#### **68.00 SAFETY MANUAL**

The contractor shall submit the safety manual indicating the safety measures proposed to be adopted in light of above provisions, for approval of Engineer-in-charge. Permit to work system for non-routine/ routine potentially hazardous activity must be addressed in the safety manual.

#### **69.00 ACCIDENTS-STATUTORY REPORTING**

When any accident(s) occurs which causes loss of life or which causes any bodily injury by reason of which the person injured is prevented from working for a period of forty eight hours or more immediately following the accident, or which is of such in nature as may be prescribed by laws (Dangerous occurrences), the contractor shall give notice thereof to such authority in such form and within such time as may be prescribed by laws. The contractor shall indemnify the Employer from all accident cases.

#### **70.00 CONTRACTORS GENERAL RESPONSIBILITY**

The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works and provide all labours, including the supervision thereof, material, construction plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract. The contractor shall take full responsibility for the adequacy, stability and safety of site operations and method of construction, provided that the contractor shall not be responsible, except as may be expressly provided in the contract, for the design specification of the permanent works, or for the design or specification of any temporary works prepared by the employer.

**71.00 EXTENSION OF TIME**

The application for extension of time is to be given by the Contractor to Project head through the Engineer –in-charge and the Project head may authorize extension of time after considering the due merits.

Whenever extension of time is granted by the project head, the same shall be on the existing terms and conditions of the contract and without any additional financial liability to the Owner. The contractor in any case shall have no claim whatsoever for any type of compensation on account of any delay attributable to anyone.

**72.00 SECURED ADVANCE:**

No Secured Advance shall be paid to the Contractor.

**73.00 PAYMENT TERMS:**

- a) 95 % of monthly running account bill duly certified by the B&R's Engineers -in Charge shall be paid within one month from the date of submission of bill by the contractor. Deduction towards Income Tax as per statutory provision or changed/modified in future as per statute, Security Deposit etc. shall be made from each Bill.

Balance 5% ( Retention Money) will be paid as per clause 6

- b) Final Bill will be made within 2 (Two) months on submission of the same to the Engineer-in-Charge subject to the acceptance of Engineer-in-Charge.

On completion of the whole of the works half the total amount retained is repaid to the contractor and half when the defects Liability period has passed and the Engineer has certified that all defects notified by the engineer to the contractor before the end of the period have been corrected.

Payment of Final Bill will be made within 6(Six) months from the date of successful completion of work and subject to final acceptance of Works by the Engineer-in-charge.

Deduction towards Income Tax from Contractor's Bills (R/A and Final) will be made as per prevailing Rules. However TDS Certificate will be issued to the Contractor for Tax reduction at source.

Documentary evidence towards deposition of PF & ESIC Amount for the previous month shall be submitted before Payment of each R/A Bill & Final Bill.

**74.00 MOBILIZATION ADVANCE :**

No Mobilization Advance will be paid to Contractor.

**75.00 LAB AND TESTING:**

**All required testing as and when applicable, will be arranged by the contractor at his own cost.**

**76.00 ARBITRATION:**

B AND R confidently feel that there shall not arise any disputes or differences during execution and completion of the order / Contract by the Contractor(s).

However, in the event of any dispute arising between the Company and the Contractor (hereinafter referred individually as "the Party" and collectively as "the Parties"), concerning the interpretations of any

terms and conditions of the Contract and / or contractual obligations/ performance / liabilities.

**Resolution of Dispute through Conciliation :-**

Any party may refer the dispute for Conciliation under Rules of Conciliation and Arbitration under SCOPE Forum of Conciliation and Arbitration (SFCA), 2003 and amendments made thereto from time to time. (hereinafter referred as “the Rules”) by making application to the Secretariat of the SCOPE Forum. The Party initiating conciliation shall send to the other party a written invitation to conciliate under the Rules, briefly identifying the subject matter of the dispute.

The settlement so rendered between the Parties in pursuance thereof shall be final and binding on the Parties. If the other party rejects the invitation, there will be no conciliation proceedings at all.

**Resolution of Dispute through Arbitration :-**

In case the dispute is not settled by conciliation within 30 days of the initiation of conciliation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by Arbitration, in accordance with the Rules of Arbitration of SCOPE Forum of Conciliation and Arbitration, 2003 and amendments made thereto from time to time.

The entire proceedings of Arbitration shall be governed under the Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be mutually decided by the Parties.

In case the Parties do not agree for resolution of dispute through Conciliation and Arbitration by the above-mentioned SCOPE Forum, the disputing Party shall opt for stipulated rules laid down under the Arbitration and Conciliation Act, 1996.

The Contract and the Parties therein shall be governed under the jurisdiction of Calcutta High Court.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts and commercial agreements (except Income Tax, Customs, Excise duty and also concerning DPCL) between company (B AND R) and any other Public Sector Undertaking/Government Department/Bank/Port Trust etc., such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary of the Government of India in-charge of the Department of Public Enterprises. **The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause.** The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India.

Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as mentioned above, which is as per O.M. No. 4(1)/2011-DPE(PMA)GL dated 12.06.2013. of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India or any modification issued in this regard.

**77.00 JURISDICTION:**

In regard to all disputes or claims arising out of this Contract of whatever nature, only the High Court at Kolkata shall alone have the exclusive jurisdiction.

**BRIDGE AND ROOF CO. (INDIA) LTD.**

(A GOVERNMENT OF INDIA ENTERPRISE)  
KANKARIA CENTRE” (4<sup>th</sup>and 5<sup>th</sup> FLOOR),2/1, RUSSEL STREET,  
KOLKATA-700071.

**“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBA**

**NOTICE INVITING TENDER (NIT) NO.:B AND R/ 51188/TD/ HANDRAIL /01 DATED .31.01.2024**

**ANNEXURE – IV**

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**SPECIAL CONDITION OF CONTRACT(SCC)**

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## SPECIAL CONDITIONS OF CONTRACT

## ANNEXURE- IV

**These Special Conditions of Contracts shall be read in conjunction with other provisions including General Conditions of the Contract and are supplementary to and complementary with each other. However, in the event of any provision of General Conditions are repugnant to or at variance with any provision of Special Conditions, then unless a different intention appears between the two, the provision given in “Special Conditions” shall be deemed to over-ride that provision of General Conditions and shall to the extent of such repugnancy or variation prevail and govern the contract.**

### **1.00 GENERAL:**

- i) This Special Conditions of Contract shall be read in conjunction with the Notice Inviting Tender, General Conditions of the Contract, Specifications of Work, Schedule of Quantities and Rates, and any other document forming part of this contract wherever the contract so requires.
- ii) Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.  
  
Where any provision of the GCC is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
- iv) Wherever it is mentioned in the specifications that the Sub-contractor shall perform certain works or provide certain facilities, it is understood that the Sub-contractor shall do so at his own cost, being deemed to be part of the relevant item in the Schedule of Rates (SOR) whether expressly stated or not.
- v) The materials, design and workmanship shall satisfy the relevant Indian/ ASME/API/BS/OISD or any other Standards, the specifications contained herein and codes referred to. Where the specifications stipulate requirements in addition to these contained in the standard codes and specifications, these additional requirements shall also be satisfied.

## 2.00 DEFINITION OF TERMS :

The various terms appearing in the Tender Document shall have the following meaning unless they are repugnant to the context otherwise.

Company	:	BRIDGE AND ROOF COMPANY (INDIA) LIMITED (B AND R) having its registered office at “Kankaria Centre”, 2/1, Russel Street, (5th Floor), Kolkata – 700071, inviting this Tender.
Employer/Owner	:	BHUBANESWAR DEVELOPMENT AUTHORITY – BHUBANESWAR , Odisha (herein before / herein after referred to as (BDA)
Tenderer/Bidder	:	The firm/party who shall tender quotation to the Company.
Contractor/Sub-Contractor/ Successful Bidder	:	The Tenderer who’s quoted offer will be accepted, either in full or in part, by the Company.
Work(s)	:	Jobs that are to be executed by the Contractor as awarded to him by the Company.
LOI / Work-Order/Contract	:	The formal letter / notification issued to the Contractor awarding the work(s) in full or in part by the Company together with the applicable terms and conditions etc. as are finally and mutually agreed to between the Company and the Contractor.
Site/Worksite	:	The premises where the work will be executed by the Contractor and shall include the lands, buildings, structures etc. erected thereupon.
Engineer–in-Charge	:	The Officer/Engineer nominated and authorized by the Company for the time being for the purpose of operating the Contract or any work covered there under.
Accepting Authority	:	Chairman Cum Managing Director / Director (Project Management) of the Company.

## 3.00 SCOPE OF WORK:

- 3.01 The work consists of **““SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBA ODISHA”** to be carried out in accordance with the drawings and Schedule of Quantities and Rates. It includes furnishing all materials, labour, tools and equipment and management necessary for the incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the Company. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the Contractor to inform the Company and to furnish and install such detail with Company’s concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

B AND R may in their absolute discretion issue further drawings and / or written instructions, details, directions and explanations, which are, hereafter collectively referred to as “B AND R’s instructions” .

**The Scope of work of the Bidder shall also include the following :**

1. Supply of all type of Equipments, Materials, Labour, Technical Personnel, Equipments, Machineries, Tools, Consumables, PPE, etc.
2. All other incidental expenditure (if any).
3. Lifting and Shifting of Materials.
4. Accommodation and transportation of workmen, staff etc.
5. Watch and Ward of all materials.
6. Site Office and Store.
7. Liaisoning with local authorities
8. Removal of debris/rubbish and cleaning of site

**It shall be clearly understood that the above list of scope of work is not conclusive and all incidental/ancillary works involved shall also become part of Contractor’s scope.**

**DOCUMENTATION**

The following key documents shall be submitted by the contractor (but not limited to).

- a. All inspection and testing records associated with HANDRAIL Systems.
- b. Final certified Inspection reports
- c. Test certificates from manufacturer of all materials to be used for this work.
- d. Testing and commissioning report.
- e. As-Built Drawings

**APPROVAL**

Contractor has to submit the SAMPLE of HANDRAIL SYSTEM and get it approved from our Client BDA. Before procurement of any material contractor has to approve the same from BDA. Also all types of required test certificate to be provided by the contractor

- 3.02 The Owner / Employer reserve the right to increase or decrease the scope of work and/or not to operate any one or more of the item(s) of work(s) of SOQR. It is the responsibility of the Contractor to ascertain from the Engineer–in–charge, the items to be operated with their actual quantities before making any arrangement(s) for taking up work under the item(s). No claim, whatsoever, from the Contractor will be entertained for non-operation of any of the item(s) or for variation in quantity of any of the item(s).
- 3.03 The payment shall be made on the basis of actual quantities executed under various item (s) and the accepted rates thereof, and not on the quantities mentioned in the Schedule of Quantities and Rates (SOQR).
- 3.04 The work covered under this contract includes (limited to following but not conclusive) for:-“ **“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP , LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA), BHUBA ODISHA”**”
- 3.05 The Scope of Work may also include such other related works as covered in the ‘Schedule of Quantities and Rates’ although they may not be specifically mentioned in the above paragraphs and all such incidental items not specified but reasonably implied and necessary for the completion of the work as a whole, shall be deemed to be included in the quoted rates of the Contractor.
- 3.06 B AND R reserves the right to split up the work included in the Scope of this tender among more than one Contractor at the stage of initial award or during the progress of work.



B AND R also reserves the right to take away part of initially awarded work from the Contractor in case of his unsatisfactory work progress and award the same to other Agencies, in order to meet the time schedule of owner/client or for any other reason or contingency. In this regard B AND R's decision will be final and binding on the contractor and contractor will not have any claim whatsoever in this regard.

**BRIEF SCOPE OF WORK FOR S.S HANDRAILING:**

**The following shall be considered in the Scope of work of the bidder:**

<b>Serial No</b>	<b>Description of Activity Work</b>	<b>Scope</b>
01	Conducting a site survey to assess the location of work and site condition.	Bidder
02	Supply Installation & Fixing Of S.S. Railing alongwith Toughened Glass for Staircase & Ramp.	Bidder
03	Supply Installation & Fixing Of S.S. Railing alongwith Toughened Glass for Mezzanine Floor/Balcony.	Bidder
04	Supply Installation & Fixing Of S.S. Railing for Staircase, Ramp etc. Wall.	Bidder
05	Supplying , fitting and fixing of Stainless steel of 304 grade in hand railing using 50mm dia of 1.5mm thick circular pipe with balustrade of size 38mm dia of 1.5mm @ 1.2mtr. C/C in front of spider fitting at ground floor as per approved design and specification , buffing , polishing etc with cost , conveyance of all materials , labour , T & P etc.required for the complete in all respect.	Bidder

**4.0 CONTRACTOR'S RESPONSIBILITY: -**

- i) Bidder shall prepare the bid in accordance with the conditions mentioned in the complete Tender Document.
- ii) The period of completion for the subject work shall be as mentioned in the **Clause No. 13** of General Condition of Contract. Works shall be completed in time and fronts shall be handed over to other agencies working for this project time to time on priority wise.

- iii) By submitting the bid, bidders shall be deemed to have inspected and examined the work site, its surroundings, locality, nature of the ground and subsoil, the scope and nature of work, materials necessary for the completion of work, safety requirements, quality requirements, environmental requirements, statutory requirements and other requirement of B AND R / Client. Bidders will also be deemed to have obtained all information to the risks and contingencies, responsibilities and other circumstances which might influence/ affect on his bid and to have taken into account all conditions and difficulties that may be encountered during the progress of work. The rates quoted in the bid shall be deemed adequate to complete the works according to the agreement and to cover the entire responsibility involved in the execution, completion and maintenance of the work. Bidder shall further be deemed to have included all labour, lead, lifts, loading and unloading, transportation, storage, cost towards compliance to statutory rules and all other charges necessary for completion of the work.
- iv) Work under the contract shall be executed as given in this tender document and as required at site whether specifically mentioned or not. The Contractor shall carry out and complete the work under the contract in every respect in conformity with the contract documents / work order and as per direction and to the satisfaction of the Engineer-In-Charge.
- v) Contractor shall increase or decrease Supervisor and Workers as per site requirement and instruction of Engineer-in-Charge without any extra cost to B AND R.

#### **5.00 TAXES and DUTIES:**

The contractor shall be exclusively responsible for payment of all Taxes and duties (Except Goods and Services Tax) that may be levied from time to time according to the Laws and Regulation now in force and also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by the company in respect of any duties/Taxes to be imposed on procurement of materials for execution of works contract.

#### **GOODS AND SERVICE TAX (GST):**

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

In this works, as transfer of property of goods is involved in connection with immovable property, GST under supply of services is applicable. The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). Bid without GST number shall be cancelled.

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 B AND R. Declaration as per format given in **Annexure-O** to be submitted alongwith bid Documents.

Bidder shall raise their tax invoice in regular interval as per contract condition and uploaded their supply invoice in GSTN Portal through GSTR-1 return within 11<sup>th</sup> and GSTR-3B within 20<sup>th</sup> of next month and Mismatch in return of B AND R due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.

In case, B AND R's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by B AND R by issuance of suitable credit note to B AND R. In case, contractor does not issue credit note to B AND R, B AND R would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery. Bidder having

registration in other **state (except Odisha)** shall raise their Tax Invoice by charging IGST only.

B AND R shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.

To enable B AND R to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by B AND R to avail of the ITC with respect to GST reimbursed by B AND R on supply of Goods/services to B AND R.

The HSN/SAC Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.

In case, B AND R is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller, the same shall be recovered from the pending bills/dues (including any security available with B AND R).

Supplier shall be responsible to indemnify B AND R for any loss, direct or implied, accrued to B AND R on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time etc.

Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST shall be passed on to B AND R through reduction in supply value by way of commensurate reduction in Bill value. The Contractor shall ensure that all the required documents as per the GST regulations are furnished to B AND R with their invoices failing which B AND R shall not make any reimbursement of such GST."

Note:

Goods and Services Tax (GST) as applicable shall be payable extra. The vendor will have to raise invoice for the applicable GST amount as per approved format for claiming the GST paid. Payment of GST is subject to reflection of the party's invoice in GSTR 2A /anx-2 (GST new return) of B AND R.

**6.00 GST-TDS:**

As per section 51 of CGST Act 2017, B AND R shall deduct at source @ 1% CGST and @ 1% SGST for intra state transaction and @2% IGST in the case of interstate transaction from the payment made or credited to the supplier of taxable goods and/or services, provided if the contract value is more than Rs. 2,50,000/-. This provision is applicable from the date to be notified by the Government. However, no deduction shall be made if the location of the supplier and the place of supply is in a State or Union Territory, which is different from the recipients registration State.

**7.00 OTHER TAXES AND DUTIES:**

Any other charges (except GST) if any, as applicable, viz. Royalty, Stamp Duty, other charges / levies etc. prevailing / applicable on the date of opening of Technical Bids and any variations thereof during the tenure of the contract are in the scope of Bidder. In case B AND R is forced to pay any such for the above, B AND R shall have the right to recover the same from the Bidder either from Running Bills or otherwise as deemed fit.

**8.00 LABOUR CESS:**

1 (One) % Labour cess to be deducted from contractor's Running Bill.

**9.00 NEW LEVIES/TAXES :**

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

**10.00 INCOME TAX:**

Income tax as applicable on works contracts is included in the contract price. Income Tax shall be deducted from the Sub-contractor's bills as per the provisions of the Income Tax Act.

**11.00 ESI SCHEME:**

If ESI is applicable at site. It is the responsibility of the Sub-Contractor to pay ESI due to the ESIC Authorities without any financial implication to B AND R and provide us receipted challan at the time of processing R.A. Bills as well as final bills for payment.

**12.00 PROVIDENT FUND:**

The Sub-Contractor undertakes to discharge his responsibility under the employees provident fund scheme 1995 as an immediate employer, for employees engaged or employed by him for execution of contracted work, or as the next immediate employer in case he has assigned the contract or it has entered into a subcontract agreements for the said works.

The Sub-Contractor undertakes that all employees, either employed by him, or by his Sub-Contractor, or permitted assigns, would be covered under the above scheme from the date of commencement of work. The Sub-Contractor further undertakes to pay employee's contribution as well as employer's contribution at appropriate rate to the office of the regional provident fund commissioner within the stipulated time period for the same.

The Sub-Contractor acknowledges the right of the company to recover, deduct or claim any amount which the company is required to pay.

The establishment of the Sub-Contractor and its Sub-Contractors shall be duly registered under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees' State Insurance Act, 1948 and the Sub-Contractor shall duly and timely pay and ensure payment by its sub Sub-Contractors of contributions and its/their employees to the Authorities prescribed under the said Acts and any schemes framed there under in respect of all labour employed by it for the execution of the contract. Copies of challans/receipt of such payments along with the list showing persons employed together with emoluments paid for the purpose of provident fund deductions shall be submitted to B AND R/NR before the end of every calendar months. In case the relevant provident fund Authority's receipt/challans referred to above are not furnished, B AND R/BNR shall deduct 5% (five percent) of the payable amount from the Running Bill and retain the deducted amount as a security for the contribution to provident fund. Such retained amounts shall be released to the Sub-Contractor only on production of challan/receipts of the relevant provident fund Authority for the period covered by the related deduction.

**13.00 DIRECT TAX:**

B AND R shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by B AND R before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by B AND R as per the provisions of Income Tax Act.

**14.00 PROFESSIONAL TAX:**

Professional Tax on account of labourers wherever applicable, the Sub-contractor shall strictly comply with the provisions pertaining to Professional Tax Act.

**15.00 BOCW CESS:**

Quoted Price shall be inclusive of BOCW Cess (if applicable).

In Order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service Act, 1996, hereinafter referred to as the "RE &CS") came into force. The RE&CS Act is applicable in respect of building and other construction work. Wherever applicable, the Sub-Contractor shall strictly comply with the provisions pertaining to RE&CS Act. The Sub-Contractor must be registered with the concerned authorities under the RE&CS Act, or in case of non-registration the Sub-Contractor should obtain registration within one month of the award of the contract.

Cess as per the prevailing rate, shall be deducted at source from bills of the Sub-Contractor by the Engineer-in-Charge of the contract and remitted to the "Secretary, Building and other Construction Workers Welfare Board" of the concerned State. The Sub-Contractor shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.

**Bidder shall raise their tax invoices on regular intervals as per contract conditions and upload their supply invoice in GSTN portal through GSTR-1 return within due date (presently 11") of next month. GST amount shall be paid to contractors after submission of GSTR-1 snapshot. If the ITC is not availed by B AND R due to any reasons attributable to bidder (i.e. Mismatch in GSTR return, non-submission of GSTR-3B in time), the entire GST amount along with applicable interest shall be recovered from Bidder's bill.**

**16.00 WATER and ELECTRICITY:**

Construction water and power will be provided by B AND R in one point free of cost . Distribution of the same shall be Contractor's responsibility within their quoted price with all materials , tools , tackles etc. All necessary safety equipments to be provided by the contractor.

Labour hutment with water supply, electricity, sanitation etc will be the scope of the contractor.

**17.00 MODE OF PAYMENT:**

All payment shall be made through RTGS/NEFT and the Contractor shall submit the following details to the company.

i.	Name of the company
ii.	Name of Bank
iii.	Name of Bank Branch
iv.	City
v.	Account Number
vi	Account Type
vii	IFSC Code of the Bank Branch
viii	MICR Code of the Bank Branch

**18.00 RETENTION MONEY / SECURITY DEPOSIT:**

**Retention Money shall be deducted @ 5% in cash from each R.A. Bill/Final Bill until completion of the whole of the works or settlement of final payment and shall be returned to the contractor without any interest as per the following. On completion of the whole of the works half the total amount retained is repaid to the contractor and half when the defects Liability period has passed and the Engineer has certified that all defects notified by the engineer to the contractor before the end of the period have been corrected.**

5% (five percent) of gross value of the R/A bill subject to **maximum of 5% of final contract price** will be deducted by cash and retained with the Company towards retention money for the due and faithful performance of the Contractor's obligations under the Contract. EMD amount submitted by the successful bidder (in form of Demand Draft / Pay Order) will be treated as a part of retention money. The deduction towards the retention money will start after adjustment of EMD amount against value of work done in R/A bills and the total deduction will not be more than **5% of the value of work executed by the Contractor**. The accumulated retention amount less the recoveries, if any, will be refunded and released to the Contractor in the following manner. Company shall not pay any interest for the amount thus retained.

The total deduction of Retention amount will be calculated as below:

5% of the cumulative value of R/A Bills / Final Bill – [EMD amount + Cumulative Retention amount already deducted in the previous R/A bill]

Total retention money shall be released without any interest when on completion of the whole of the Works half the total amount retained is repaid to the contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

#### **19.00 FORFEIT OF RETENTION MONEY:**

In case of giving up the work by the contractor without completing the job, the Retention Money retained and / or any other payment due to the contractor will be forfeited and B AND R will claim additional amount from the contractor for any damage arising out of such act of contractor for which the contractor shall remain liable for payment.

#### **20.00 PERFORMANCE BANK GUARANTEE:**

After issuance of LOI, the Contractor shall submit Performance Bank Guarantee in a prescribed format for a value of 5%(Five percent) of total Contract value from any Nationalized / Scheduled Bank in the prescribed format of B AND R, within 15 days from the date of issue of Letter of Intent which will be returned offer completion of Defect Liability period without any interest. The work will be carried out under supervision of B AND R's Engineers, Contractor will be responsible for the quality of the Workmanship and shall guarantee the work done for a period of 05(Five) years from the date of start of Guarantee period i.e. date of handing over of work to Bhubaneswar Development Authority as per the certificate of the Engineer-in-charge and shall rectify free of cost all defects due to faulty workmanship or material. Incase Contractor fails to repair the defective Works within the time specified by the Engineer-in-charge, B AND R shall arrange to repair the defects and the charges shall be recovered from the Security Deposit amount of Contractor/any other Payment due to the contractor.

Without prejudice to the above, should there be any increase in the Contract Price; the Contractor shall promptly increase the value of the Performance Bank Guarantee by an equal percentage. Failure to do so shall be a material breach of this Contract and shall entitle the Employer, without prejudice to its other rights under the Contract, to withhold any and all payments to the Contractor.

Failure of the Contractor to so extend the validity of the Performance Bank Guarantee 28 Days prior to its scheduled expiry, shall entitle B AND R to en-cash the Contract Performance Bank Guarantee.

**B AND R's Bank Details :**

Beneficiary Name : Bridge And Roof Co. (India) Ltd.

Bank Name : State Bank of India

Bank Address : OCHC Complex, Janpath Road, Near Ram Mandir, Bhubaneswar, Odisha-751001.

CCAccount No. : 38823827310

IFSC Code No. : SBIN0031864

PAN No. : AABCB3166E

**21.00 PRICE VARIATION / ESCALATION:**

No escalation is payable on any account.

**22.00 COMPENSATION FOR DELAY/ LIQUIDATED DAMAGES:**

If the Contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or extended date/period of completion he shall, without prejudice to any other right or remedy of the Company on account of such breach, pay as agreed compensation amount calculated as to be stipulated or such smaller amount as be fixed by the authority on the contract value of the work for every week that the progress remains below that specified or that the work remains incomplete.

This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the specified limit of the Contract value or of the Contract value of the item or group of items of work for which a separate period of completion is given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Company.

If the agency fails to meet the completion schedule, B AND R shall be entitled to deduct, recover or adjust from the agency Liquidated damages @1( One Percent)% of total contract price per week of delay or part there of up to a maximum of 10% of the total Contract Price.

Work fronts will be released phase wise but work to be started in all locations immediately upon release of

work front.

**Time is the essence of the contract. If the contractor fails to maintain the required progress of work as per contract or to complete the work and clear the Site within the time prescribed by the Contract(contractual completion period), he shall without prejudice to any other right or remedy of B AND R on account of such breach, the contractor agree to pay Compensation (penalty) to B AND R. The above agreed compensation shall be a penalty equivalent to 1% of total contract price (irrespective of Lump sum or Item Rate Contract or others) per week or part thereof of the delay subject to a maximum of 10% (Ten Percent) of the total executed contract price including elements of taxes, duties etc. complete.**

**B AND R shall deduct the amount of such compensation from any money due or which may become due to the contractor and /or recover such compensation from the bank guarantees/ earnest money / security deposit of contractor . To be entitled to impose such compensation, B AND R will not be required to prove that he has incurred such amount as actual damage.**

### **23.00 DEFECTS LIABILITY PERIOD:**

The maintenance period including defect liability period for the project shall be 5 ( five) years from the date of issuance of completion certificate.

Even though the work will be carried out under supervision of B&R's Engineers , contractor will be responsible for the quality of the Workmanship and shall Guarantee the work done for a period of 05 (Five) years from the date of start of Guarantee period ie date of handing over of work to Bhubaneswar Development Authority as per the certificate of the Engineer – in – charge and shall rectify free of cost all defects due to faulty workmanship . In case contractor fails to repair the defective works within the time specified by the Engineer-in-charge , B&R shall arrange to repair the defects and the charges shall be recovered from the Security Deposit amount of Contractor / any other payment due to the Contractor.

#### **Care of works:**

From the commencement of completion of the work, the contractor shall take full responsibility for the care of all works including all temporary works and in case any damage, loss or injury shall happen to the work or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that on completion the work shall be in good order and in conformity in every respects with the requirements of the contract and the Engineer-in-Charge's Instructions.

#### **Defects Prior to Taking Over:**

If at any time before the work is taken over, the Engineer-in-Charge shall:

Decide that any work done or materials used by the contractor or any sub-contractor is defective or not in accordance with the contract, or that the works or any portion thereof are defective, or do not fulfill the requirements of contract (all such matter, being hereinafter, called 'Defects' in this clause) and (b) as soon as reasonably practicable gives to the contractor notice in writing of the said decision specifying particulars of the defects claimed to exist or to have occurred then the contractor shall at his own expenses and with all speed make good the defects so specified

In case contractor shall fail to do so, the Owner may take, at the cost of contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by the owner be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the works have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others.



### **Defect After Taking Over:**

In order that the contractor could obtain a completion certificate he shall make good with all possible speed, any defect arising from the defective material supplied by the contractor or that may have been noticed or developed, after the works or group of the works has been taken over, the period allowed, for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the owner may proceed to do the work at contractor's Risk and expenses and deduct from the final bill such amount as may be decided by the Owner.

If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the works within one month after date fixed by the contract for the completion of the works, the Owner shall be at liberty to use the work or any portion thereof in respect of which a completion certificate has not been issued, provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of these works for the issue of completion certificate.

### **24.00 PAYMENT TERMS:**

b) **95 % of monthly running account bill duly certified by the B&R's Engineers -in Charge shall be paid within one month from the date of submission of bill by the contractor. Deduction towards Income Tax as per statutory provision or changed/modified in future as per statute, Security Deposit etc. shall be made from each Bill.**

**Balance 5% ( Retention Money) will be paid as per clause 6**

b) **Final Bill will be made within 2 (Two) months on submission of the same to the Engineer-in-Charge subject to the acceptance of Engineer-in-Charge.**

On completion of the whole of the works half the total amount retained is repaid to the contractor and half when the defects Liability period has passed and the Engineer has certified that all defects notified by the engineer to the contractor before the end of the period have been corrected

Payment of Final Bill will be made within 6(Six) months from the date of successful completion of work and subject to final acceptance of Works by the Engineer-in-charge.

Deduction towards Income Tax from Contractor's Bills (R/A and Final) will be made as per prevailing Rules. However TDS Certificate will be issued to the Contractor for Tax reduction at source.

Deduction towards Income Tax from Contractor's Bills (R/A and Final) will be made as per prevailing Rules. However TDS Certificate will be issued to the Contractor for Tax reduction at source.

### **25.00 SUFFICIENCY OF BID:**

The Contractor shall be deemed to have satisfied himself before bidding to the correctness or sufficiency of his bid for the work and of the rates and prices quoted by him which shall cover all his obligations under the contract necessary for construction of work. No extra charges whatsoever consequent or any misinterpretation or otherwise shall be allowed.

### **26.00 SITE CONDITIONS:**

Before tendering, the Contractor shall get himself / themselves acquainted with site conditions. The rates quoted by the Contractor shall be deemed to have been quoted after getting acquainted with the prevailing site conditions. Initial jungle clearance, stripping of topsoil etc. shall also be included in the quoted rates, if required. No claims, on the pretext of ignorance of site conditions shall be entertained.

### **27.00 SITE FACILITIES:**

On completion of work, the site shall be cleaned by the Contractor of all materials, temporary sheds, debris, rubbish plants and equipment, belonging to the Contractor at no extra cost.

The site and surroundings shall be handed over in neat and clean conditions. **Periodical housekeeping shall be done by contractor as per the instructions of B AND R.** In case of any failure by the Contractor, the employer will get set at risk and cost of the contractor.

- 27.01 The Employer (B AND R) will not provide necessary labour hutment for Contractor's workers and supervisors. The contractor shall arrange the same at his own cost.
- 27.02 The Employer (B AND R) will not provide any transportation for the Contractor's labours and supervisors for attending their duties. The contractor shall arrange the same at his own cost.
- 27.03 The contractor shall arrange the concrete as per design mix for execution of work from his batching plant .Area for batching plant installation shall be arranged by the contractor and it is in the scope of the contractor.
- 27.04 Before procurement of any material contractor has to take approval from the client , BDA and quantity of material should be as per approved drawings and as per site requirement as instructed by the Engineer - in- charge.
- 27.05 Any type of dismantling, core cutting on RCC work/ brick work if require at the building structure for execution of services,the contractor will do the same and will make it good. No extra payment will be given to the contractor due to this.
- 27.06 The contractor will make suitable store at his own cost for keeping all types of materials.
- 27.07 Liaison with local authorities and co-ordination with another agency is the scope of the contractor.

**28.00 SPECIFICATION / MEASUREMENTS:**

- 28.01 The whole of the works shall be executed in perfect conformity with the specifications and drawings. If Contractor performs any works in a manner contrary to the specifications or drawings and without reference to the Engineer-in-charge, he shall bear all the costs arising or ensuring there from.
- 28.02 All technical documents regarding the construction of works are given in the metric system and work should be carried out according to metric system.

**29.00 SAFETY PRECAUTIONS and SECURITY:**

The Contractor shall at all times observe the I.S. safety code and take necessary Action as required in the tender.

- 29.01 The Contractor should take all possible measures to avoid accidents to the Contractor's labourers and shall adopt all safety measures as will be directed by B AND R's Engineer-in-Charge.
- 29.02 B AND R will not provide all safety measuring protections like safety helmet, safety belt, safety shoes, goggles, hand gloves etc. required for execution of his work and contractors have to ensure that all their workmen most were and use the safety appliances during any nature of work. The contractor shall arrange the same at his own cost.

**30.00 RATES:**

- 30.01 The rates to be quoted are intended to provide for works duly and properly completed in accordance with the Tender document together with any alteration and/or conditions as may be required/ordered and without prejudice to the generality thereof and shall include for details of construction which are obviously and fairly intended and which may not have been specifically referred to in these documents and working drawings but are essential for execution and satisfactory completion of work including those of minor nature and shall be deemed to include and cover inter-alia the following :-

- 30.02 In the interest of completion of work within the stipulated time, certain works are to be carried out during night and monsoon period also. No separate payment will be made to the Contractor for such works and the same will be deemed to be included in the contract rates.
- 30.03 Unless otherwise specified in the specification schedule, cost of all leads and lift is deemed to be included in Contractors quoted Price.
- 30.04 Cleaning the site after the completion of work of all debris, left out construction materials etc.
- 31.00 QUANTITIES:**
- 31.01 The items given in the Schedule of Quantities and Rates are provisional. The Contractor shall be paid for the actual quantity of work executed as per approved drawings / levels, sheets (graphs) and the Employer reserves the right to increase or decrease any of the quantities to any extend, or to omit totally any item of work. Any claim by Contractor on these accounts will not be entertained.
- 31.02 All the items of work given in this Schedule of Quantities and Rates shall be executed strictly in accordance with the latest Indian Standard Specifications and other standard specification as mentioned in Particular Specification of Volume.
- 32.00 ALTERATION / ADDITION / OMISSION:**
- The Contractor shall not make any alteration in addition to or omission from the work as described in the tender documents except written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Engineer-in-charge in written and incorporated in the contract.
- 33.00 MEASUREMENT:-**
- The measurement shall be taken jointly with the Contractor's representative as given in the approved drawings or as indicated by the Engineer-in-Charge.
- 34.00 WORKMANSHIP :-**
- 34.01 **The Contractor will perform the work strictly in accordance with the specifications, drawings and directions of B AND R Engineer-in-Charge. Any work that will not conform to the specification/drawing shall be rejected forthwith and Contractor shall re-do the same at Contractor's own cost and risk. In the case of the Contractor failing to re-do/rectify the work, B AND R shall have the liberty to get the work executed by any other agency at the Contractor's cost and risk.**
- 34.02 The working site shall be kept in clean and in dry condition to the extent possible by the Contractor at his own cost.
- 35.00 FINAL BILL PAYMENT:**
- 35.01 The final bill shall be submitted by the Contractor within three months of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-Charge, shall be made within the period specified.
- 35.02 After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.
- 36.00 P.F. AND ESIC CERTIFICATE:**

The Tenderer shall submit a copy of his P.F. and ESIC Certificate issued by the Competent Authority immediately within 15 (Fifteen) days from the date of receipt of L.O.I / Work Order / Letter of Instruction to start the work whichever is earlier.

**37.00 CONTRACTOR WILL FOLLOW EPF ACT :**

The contractor shall register themselves under EPF Act. 1952 as amended in 1997 and shall obtain P.F. registration within two months from the date of issue of L.O.I. / Work Order whichever is earlier and submit the copy of the same to the Engineer for his records. In the event of contractor's failure to obtain the P.F. Registration within the above stated period his contract may be cancelled.

The Contractor will strictly abide by the provisions of employees provident fund act. Contractor will remain bound to produce the relevant documents in this regard like monthly PF deposit challan supported with wages sheet of workers etc. to B AND R every month.

The Contractor agrees to and does hereby accept full and exclusive liability for the payment of P.F. of workers.

**38.00 DEPLOYMENT OF UNSKILLED LABOUR:**

Unskilled workers for executing the job are to be engaged from local land losers of the project duly certified and identified by the competent authority to the extent possible.

**39.00 FIRM PRICE:**

Rates and Prices for individual items quoted by the bidders shall hold good and remain firm till the completion of the entire work.

**No escalation on any account is payable.**

**40.00 SETTLEMENT OF EXTRA ITEM:**

The rate for any items of work if not covered by the Schedule of Quantities and Rates under the Contractors scope of work shall as per the following.

The contractor's quotation for change of scope should be based on the detail design and rate for various for various item of works as derived on the basis of his original bid price (in case of repetition of similar item as per original contract) or CSR of the State (Odisha) and prevailing market rates (in case of new item not envisaged in the CSR).

In this regard decision of Engineer-in-Charge shall be final and binding the Contractor.

**41.00 SUPERVISION OF WORK:**

The contractor shall engage and keep always a responsible authorized representative at site during working hours to supervise the labour, safety and also to receive any instruction from the Engineer.

**42.00 CANCELLATION OF CONTRACT IN CASE OF DELAY:**

In case of any delay in progress of the work entrusted to the contractor, a portion or the entire work shall be taken away from the contractor and will be given to other Contractor(s) and the contractor will not have any claim whatsoever in this regard.

**43.00 DECISION OF ENGINEER IN CASE OF ANY DISPUTE:**

In case of any and/or all disputes of any nature and magnitude that may arise in pursuant to this Contract shall be solely settled by B AND R and B AND R's decision will be final and binding upon the contractor.

**44.00 ACTION IN CASE OF SUB-STANDARD WORK:**

Any substandard workmanship in the Construction will have to be set right at contractor's expense. In case the Contract is cancelled for not complying with B AND R instruction or for not doing work satisfactorily or for not engaging sufficient labour or due to any other reasons whatsoever, B AND R will immediately engage other Contractor(s) to complete the work or engage departmental labour as will be deemed fit and proper and the contractor will be paid off after measuring the executed work and the contractor shall be bound to accept the same.

**45.00 MEASURE TO PROTECT OWNERS and B AND R'S PROPERTY:**

The contractor shall take all the possible measures to protect the properties of B AND R including properties of other organizations at work site from any damages from his any workers and staff.

**46.00 PAYMENT TO LABORERS:**

The contractor shall make payment to his workers and staff regularly and in no case wages shall be due for more than a month.

**47.00 COMPLIANCE OF SAFETY RULES :**

The contractor should take all possible measures to avoid accidents to their labours and shall adopt all safety measures as will be directed by B AND R's Engineer-in-charge.

Contractor will remain liable for non-compliance of any shorts of safety measure instructed by Engineer from time to time during execution of the work. Non-compliance of safety measure as would be instructed by the Engineer, may lead to imposition of fine on the Contractor as per details given below and the Engineer shall be the sole Authority to decide the Amount of fine that will be imposed on him and the said amount of fine will be recovered from contractor's Running Account Bill and/or any other payment due to the contractor.

- i) Not wearing safety helmet, hand gloves and safety shoe---Fine will be Rs. 100 /- per workman.
- ii) Not wearing safety belt above 2.5 m. height ----- Fine will be Rs. 400 /- per workmen.
- iii) Grinding or gas cutting without goggles ----- Fine will be Rs. 100 /- per workmen
- iv) Gas cutting without taking proper precaution ---- Fine will be Rs. 200 /- per case.
- v) Welding without taking proper precaution ---- Fine will be Rs. 200 /- per case.
- vi) Not using safety net at height ----- Fine will be Rs. 800 /- per case.

**KEY TECHNICAL PERSONNEL TO BE DEPLOYED FOR THE WORK**

[Requirement of Principal Technical Representative(s) and recovery Rate]

Sl. No.	Minimum Qualification Discipline of Technical Representative	Qualification	Minimum Experience	Min. Number to be deployed	Rate at which recovery shall be made from the Contractor in the event of not fulfilling minimum number as mentioned	
					Figures (Rs.)	Words
1.	Project – In – Charge	Degree/Diploma in Engineering	6 years	1	50,000/-	Fifty Thousand
2.	Site Engineer (Electrical)	Degree/ Diploma	4 years	1	25,000/-	Twenty Five Thousand

**NOTE:** The above mentioned technical personnel are required to be deputed at site within 30 days from issue of LO

**TOOLS , PLANTS and EQUIPMENTS TO BE DEPLOYED FOR THE WORK**

Sl. No.	Name of Equipments	Minimum Nos. to be deployed by the successful bidder
1.	Welding Machine	4 Nos.
2.	Cutting Set	4 Nos.
	Any other tools and tackle required for execution of the job	As Reqd.
	a.	As Reqd.
	b.	As Reqd.
	c.	As Reqd.
	d.	As Reqd.

## LIST OF APPROVED MAKE

Please refer to the attached Technical Annexure- VI

### LIST OF APPROVED MANUFACTURERS:

#### **A. CIVIL WORKS:**

1. CEMENT : ULTRATECH/KONARK/ACC
2. STEEL/REINFORCEMENT Fe 500D
3. TATA /SAIL (I.S 1786 of 2008), RINL
4. VITRIFIED TILES : JOHNSON/KAJARIA/SOMANY/NITCO /RAK
5. CERAMIC TILES : SOMANY/KAJARIA/JHONSON
6. CEMENT CONCRETE TILES : ULTRA/EUROCON
7. WATER PROOFING COMPOUND : SIKA/PIDILITE/CICO/FOSROC
8. PAINTS : ASIAN/BERGER/ICI/DULUX
9. GLASS : MODIFLOAT/ASAHI/SAINTGOBAIN
10. PLASTER OF PARIS : BIRLA/JK
11. ALUMINIUM SECTIONS : JINDAL/INDAL/OEL
12. CEILING : ARMSTRONG/CALCIUMSILICATE/ANUTONE
13. ADHESIVE : FEVICOL/PIDILITE
14. BLINDS : VISTA LEVLOR/MAC
15. FLUSH DOOR : GREEN/MAYUR/CENTURY/KITPLY
16. BLOCK BOARD & PLYWOOD : GREEN/MAYUR/CENTURY/KITPLY
17. LAMINATES : GREEN/MAYUR/CENTURY/KITPLY
18. LOCKS : GODREJ/DOORSET/HAFELLE
19. HARDWARES : EARLBIHARI/DORMA/HAFELLE
20. CEMENT CONCRETE PIPES : INDIAN HUME PIPE/MM METAL & CO
21. DOOR CLOSER : DORMA/HARDWYN/GODREJ
22. PVC DOOR : RAJASHREE/KRISHNA
23. UPVC WINDOW : FENESTA/WINTECH/TORFENSTER
24. STEEL SECTION : TATA/JINDAL/SAIL
25. PAVER BLOCK : TUFFSTONE / DURAGUARD (Johnson)
26. GALVANIUM SHEET : G.E PLASTICS

#### **B. WATER SUPPLY & SANITATION WORKS:**

1. VITREOUS SANITARY WARE : HINDWARE/PARRYWARE/JAQUARPVC/CERAMIC
2. CISTERN : HINDWARE/JAQUAR/SLIMLINE
3. CONCEALED CISTERN : JAQUAR/HINDWARE/PARRYWARE
4. BIB COCK & CP FITTINGS : JAQUAR/HINDWARE/PARRYWARE
5. CPVC PIPES & FITTINGS : ASTRAL/SUPREME
6. GI PIPES : TATA/JINDAL/B.S.T
7. CI PIPES : KIRLOSKER/VENUS/SUSHILA
8. SWR PIPES : HIND/ORISSA/ORIND/SUPREME
9. OVER HEAD TANK : SYNTEX
10. MIRRORS : MODIGUARD/SAINTGOBIN/ASAHI
11. FERRULES : LEADER/HIMSON

12. GATE VALVE/CHECK VALVE : LEADER/KIRTI/ANUPAMA
13. GI PIPE FITTINGS : KS BRAND/JINDAL/KIRTI/CR BRAND
14. BRASS FITTINGS : SHAKTI/ANUPAMA/LUSTER
15. NAHANI TRAP : SILK/SUSHILA
16. SINK : NIRALI
17. PVC PIPE : ORIPLAST/ SUPREME
18. PUMPS : KIRLOSKER
19. BALL COCKS : KINGSTON, ARK, LUSTER

Note: In the List of recommended above, out of makes mentioned in the list, only 1stmake shall be quoted for and used. However if due to non-availability or anyother technical reasons, the alternative make is allowed, it shall be subject toprior approval of the Project Manager and price adjustment



**BRIDGE AND ROOF COMPANY (INDIA) LIMITED**

Kankaria Centre (4th and 5th Floor),  
2/1, Russel Street, Kolkata – 700 071  
CIN No.: U27310WB1920GOI003601

NOTICE INVITING TENDER (NIT) NO.: B AND R/ 51188/TD/ HANDRAIL /01 DATED .31.01.2024

“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP ,  
LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE  
BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT  
KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR  
DEVELOPMENT AUTHORITY (BDA), BHUBA ODISHA”

**FORMATS**

**FORM OF BANK GUARANTEE IN LIEU OF SECURITY CUM PERFORMANCE**  
**(To be executed on Non-Judicial Stamp Paper of Appropriate Value)**

1. In consideration of the BRIDGE AND ROOF Co. (I) Ltd. (hereinafter called “The Employer”) having offered to accept the terms and conditions of the proposed agreement between Employer and \_\_\_\_\_ (hereinafter called “the said Contractor(s)”) for the work \_\_\_\_\_ (hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security/guarantee from the Contractor(s) for compliance of his obligations in accordance with the terms and condition in the said agreement.

We, \_\_\_\_\_ (hereinafter referred as “the Bank”) hereby undertake to  
(indicate the name of the Bank)  
pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only) on demand by the Employer.

2. We, \_\_\_\_\_ do hereby undertake to pay the amounts due and  
(indicate the name of the Bank)  
payable under this guarantee without any demure, merely on a demand from the Employer stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only).

3. We, the said bank further undertake to pay the Employer unconditionally any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal or Arbitration or before any other authority relating thereto, our liability under this present being absolute and unequivocal.

The payment under this Guarantee so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree that the guarantee herein contained shall  
(indicate the name of the Bank)  
remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer -in-Charge on behalf of the Employer certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, \_\_\_\_\_ further agree with the Employer that the Employer shall  
(indicate the name of the Bank)  
have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this

provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

6. It shall not be necessary for the Company to proceed against the contractor before proceeding against the Guarantor bank and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the contractor shall at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealized.
7. The guarantor hereby declare that it has power to execute this guarantee and the executants has shall powers to do so on its behalf under the proper authority granted to him/them by the guarantor.
8. We, \_\_\_\_\_ lastly undertake not to revoke this guarantee except with the  
(indicate the name of the Bank)  
previous consent of the Employer in writing.
9. This guarantee shall be valid upto \_\_\_\_\_ unless extended on demand by the Employer. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the Bank).

**PURCHASE PREFERENCE TO MAKE IN INDIA**

In line with Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 04.06.2020 and subsequent orders issued by the respective Nodal Ministry, Govt. of India by way of providing purchase preference, B AND R has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Local Supplier" for the items / services covered in the tender subject to the following terms and conditions :

B AND R reserves right to consider Local supplier (i.e whose offered product or service meets the minimum local content of tender) in case, emerged L1 bidder is Non Local supplier and quoted prices of Local suppliers are in the bracket of L1 + 20% and if they agree to match with L1 prices as per the "Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP"

**1. DEFINITIONS:**

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said Order

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L 1 ' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation

'Margin of purchase preference' means the maximum extent to which the price quoted by a "(Class-I local) supplier" may be above the L 1 price for the purpose of purchase preference.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include turnkey works '.

**2. ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER' / 'CLASS-II LOCAL SUPPLIER'/ 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by 2(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global Tender Enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

**3A. PURCHASE PREFERENCE :**

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 2(b) above and which are divisible in

nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.

ii. If L 1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price, In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

(c) In the procurements of goods or works, which are covered by para 2(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract will be awarded to L 1.

ii. If L 1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L 1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L 1 price and so on and contract shall be awarded accordingly, In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L 1 price, the contract may be awarded to the L 1 bidder.

(d) "**Class-II local supplier**" will not get purchase preference in any procurement, undertaken by procuring entities.

### **3B. APPLICABILITY IN TENDERS WHERE CONTRACT IS TO BE AWARDED TO MULTIPLE BIDDERS :**

In tenders where contract is awarded to multiple bidders subject to matching L1 rates or otherwise, the "Class-I local supplier" shall get purchase preference over 'Class-II local supplier' as well as "Non-local supplier" as per following procedure:

(a) In case there is sufficient local capacity and competition for the item to be procured as notified by the nodal Ministry, only Class-I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I local suppliers'.

(b) In other cases, 'Class-I local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class-I local suppliers' as per provisions of this Order.

(c) If 'Class-I local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local suppliers' over 'Class-II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

(d) First purchase preference has to be given to the lowest quoting 'Class-I local suppliers', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local suppliers', does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local suppliers', failing within 20% margin of purchase preference, and so on.

(e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local suppliers' within the broad policy guidelines stipulated in Sub-paras above.

### 1. EXEMPTION OF SMALL PURCHASES:

Procurements where the estimated value to be procured is less than Rs.5 Lakh shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

**Note : Sl. No. 3B(e) and 4 mentioned above will not be included in tenders as it is only for internal guidance / approval.**

### 2. MARGIN OF PURCHASE PREFERENCE:

The margin of purchase preference shall be 20%

### 3. VERIFICATION OF LOCAL CONTENT:

a) The 'Class-I local suppliers' / 'Class-II local suppliers' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local suppliers' / 'Class-II local suppliers'.

In this connection, such bidders shall furnish following undertaking from the manufacturer(s) on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract :

"We \_\_\_\_\_ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified in tender as well as the said policy) for claiming purchase preference linked with Local Contents under the Govt. Policy against under tender no. \_\_\_\_\_."

b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local suppliers' / 'Class-II local suppliers' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

In this connection, such bidders shall furnish following undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor (as per the provisions of the aforesaid policy):

"We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. \_\_\_\_\_ (to be filled as notified in tender as well as the said policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against the tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder)."

c) Local Suppliers must note that once the declaration / certification is committed by them at tender submission stage, the same cannot be altered at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder. If it is identified that there is difference in price received and declaration made and local content is now not meeting the specified tender requirement (i.e. only on the quoted price without any loading) then such case is to be processed without any purchase preference as Non-Local Supplier

### 4. IN CASE OF PARTICIPATION OF MSE AND LOCAL SUPPLIER AGAINST A SAME TENDER,

In case of participation of MSE and Local Supplier against a same tender, MSE bidder will be given preference to match with L1 bidder as per Public Procurement Policy for MSEs Order 2012. MSE vendor will be evaluated with L1+15% bracket and whereas Local Supplier will be evaluated with L1+20% bracket as MSE doesn't fall under Public Procurement (Preference to Make in India) Order 2017 as per Public Procurement Policy for MSE Order 2012 and Public Procurement (Preference to Make in India) Order 2017 is not applicable for MSEs. Bidders declaring Local supplier / MSE status to seek benefits of only one policy of the two. Bidders are not to be allowed to change their status from MSE to Local supplier and visa versa.

### 5. IN CASE OF PARTICIPATION OF BIDDER FROM COUNTRIES WHICH SHARES A LAND BORDER WITH INDIA

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services / non consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (as per OM dated 23.07.2020 issued by Ministry of Finance), relevant declaration format is enclosed as Annexure –B.



**COMPLIANCE CERTIFICATE REGARDING BIDDERS FROM COUNTRIES WHICH SHARES A LAND BORDER WITH INDIA**  
**(Submitted on Bidder's Letter Head)**

The bidder, (Name of the bidder) is not from a country which shares a land border with India;

(or)

The bidder, (Name of the bidder) is from a country, (Name of the Country) which shares a land border with India and are registered with the Competent Authority. Certificate of registration is attached with the bid;

(or)

The bidder, (Name of the bidder) is from a country, (Name of the Country) which shares a land border with India and Government of India has extended lines of credit or is engaged in developmental projects in this country, (Name of the Country) and hence do not require any separate registration for participation in this tender.

b. I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

c. I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub- contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

Details of Vendor's authorized representative

Signature:

Name:

Stamp:

\*\*\*\*\*



**TO WHOMSOEVER IT MAY CONCERN**

Legal Name of Entity :  
 Trade Name of Entity :  
 Registered Office Address :  
 Pin :  
 GSTIN :

Please select the applicable response under column C in respect of details set out in column "B".

Case No.	Aggregate Turnover at PAN level (in any preceding financial year from FY 17-18 onwards)	Select the applicable case
(A)	(B)	(C)
1.	More than INR 20 Crores	
2.	Less than or equals to INR 20 Crores	
3.	Specific category excluded from compliance to e-invoicing, as notified.	

I/We, .....of .....(hereinafter called as "the Company") do hereby declare that the aggregate turnover of "the Company" computed as per Section 2(6) of Central Goods and Service Tax Act., 2017 exceed limit prescribed for generation of an unique Invoice Registered Number (IRN) and QR code as per the provisions of Central Goods and Service Tax Act., 2017 and rules there under ("GST Law"). Accordingly, we are covered under the ambit of GST e-invoicing provisions w.e.f. 1<sup>st</sup> October,2020 and therefore, the invoices, debit notes, credit notes or any other prescribed documents under e-invoicing issued/raised by us duly compliance with the notified e-invoicing provision.

Further, any invoice or document issued by the Company to BRIDGE AND ROOF Co. (India) Ltd. having **GSTIN: 21AABCB3166E1ZB** shall be properly and timely reported under respective return under GST by the Company in line with the notified provisions and the applicable tax collected from BRIDGE AND ROOF Co. (India) Ltd. shall be timely and correctly paid to respective Government by us.

We acknowledge that information furnished above are true to the best of our knowledge. In case any of the above information is found to be incorrect at a later date or due to failure on our part to comply with the relevant laws/regulations and if any GST liability, interest, penalties or any other amount becomes payable or input tax credit is denied to BRIDGE AND ROOF Co. (India) Ltd. having **GSTIN: 21AABCB3166E1ZB**, we shall indemnify for the same.

**For and on behalf of** .....

**(Signature of Authorized Signatory )**

Name : .....

**DETAILS OF TECHINCAL and ADMINISTRATIVE  
PERSONNEL TO BE EMPLOYED FOR THE WORK  
As per requirement mentioned in Annexure – J**

<b>Sl. No</b>	<b>Designation</b>	<b>Total Number</b>	<b>Number Available For this Work</b>	<b>Name</b>	<b>Qualification</b>	<b>Professional experience and details of work carried out</b>	<b>How these would be involved in this work</b>	<b>Remarks</b>

**DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY  
TO BE USED IN CARRYING OUT THE WORK  
As per requirement mentioned in Annexure – I**

Sl. No.	Name of Equipment	Minimum Nos. to be deployed by the successful Bidder	Capacity of Type	Age	Condition	Ownership Status		To be Purchased	Current Location	Remarks
						Presently owned	Leased			
1.	Welding machine	02								
2.	Cutting set	02								
3.	Any other tools and tackle required for execution of the job	As Reqd								

The above list is exhaustive and any other equipment that may be required to complete the work within the phase/full completion period shall be deployed by the contractor as per instruction of Engineer in Charge. This is to be considered within their quoted rates and prices.

The bidder will have to submit necessary documents substantiating the ownership proof of the above equipments. In case of non-availability of ownership proof the bidder will have to submit necessary lease documents for availability of the equipments during commencement of work

Signature of Bidder

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING  
OF BIDDER OR ABANDONMENT OF WORK BY THE BIDDER**

- |     |    |  |           |
|-----|----|--|-----------|
| 01) | a) | Is the bidder currently involved in any litigation relating to the works.  | Yes / No. |
|     | b) | If yes: - give details.  |           |
| 02) |    | Has the bidder or any of its constituent partners been debarred / expelled by any agency in India during the last 5 years. | Yes / No. |
|     | b) | If yes: - give details.  |           |
| 03) | a) | Has the bidder or any of its constituent partners failed to perform on any contract work in India during the last 5 years. | Yes / No. |
|     | b) | If yes: - give details.  |           |

**Note:** If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected.

Signature of Bidder

Date

PREAMBLE TO SCHEDULE OF QUANTITIES and RATES

[ Tenderers are required to print this on their Company's Letter head and sign, stamp before uploading ]

1. The Schedule of Rates/Price shall be read with all other sections of this Bidding Document.
2. The Contractor is deemed to have studied the drawings, specifications and details of works to be done within the Time Schedule and should have acquainted himself of the conditions prevailing a site.
3. No claim shall be entertained during currency of this Contract towards any items due to the above including where the Contractor has quoted low/ high rates.
4. Owner / Consultant / B AND R reserves the right to interpolate or extrapolate the rates for any new item of work not covered in Schedule of Quantities and Rates from the similar items already available in Schedule of Quantities and Rates. All the works shall be measured upon completion and paid for at the rate quoted and accepted in the "Schedule of Quantities and Rates ". In case any activity though specifically not covered in Schedule of Quantities and Rates descriptions but the same is covered under scope of work/ scope of supply/ specification/ drawings etc. no extra claim on this account shall be entertained, since Schedule of Quantities and Rates is to be read in conjunction with all other documents forming part of the Contract.
5. All items of work mentioned in the Schedule of Quantities and Rates shall be carried out as per the specifications, drawings and instructions of Owner / Consultant / B AND R and the rates are deemed to be inclusive of material, consumable, labour, supervision, tools and tackles and detailing of construction drawings, isometric wherever required as called for in the detail specification and conditions of the Contract.
6. Owner / Consultant / B AND R reserves the right to cancel/ delete/ curtail any item or group of work if necessary. Such a step shall not be construed as reason for changing the rates.
7. The Schedule of Quantities and Rates (SOQR) rates are deemed to be inclusive of all taxes and duties i.e. **Purchase Tax, Turn Over Tax, Excise Duty, Work Contract Tax, Labour Cess or any other Tax, Royalty, all incidental expenditure including Environmental and Pollution Clearance Charges except Goods and Services Tax (GST).**
8. Bidder shall indicate "**Single Percentage Rate**" basis rounded upto two decimal places in the "Prices" sheet. Bidder shall not change rate / amount indicated in "Schedule of Quantities and Rates".
9. Bidder shall furnish the details as requested below along with this Preamble to Schedule of Quantities and Rates, to be submitted along with their price offer:

Name of authorized person submitting the tender on behalf of the Bidder (s):

Designation of authorized person:

Name of firm / Contractor:

Address of firm / Contractor:

Date:

**COMPLIANCE TO BID REQUIREMENT  
[To be submitted in Bidder's Letter Head]**

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all Techno-commercial Terms and Conditions and other conditions whatsoever of the NIT / Tender Documents and Addendum to the Tender and PQ- Documents, if any, for subject work issued by BRIDGE AND ROOF Co. (I) Ltd.

We hereby further confirm that any terms and conditions if mentioned in our offer shall not be recognized and shall be treated as null and void.

**SIGNATURE OF BIDDER :**

**NAME OF BIDDER :**

**COMPANY SEAL :**

**DECLARATION BY THE BIDDER**

We (**Name of the Bidder** ..... ) hereby represent that we have gone through and understood the Bidding Document (which in two parts) in Part-I (Pre-Qualification Documents, Techno-commercial Documents and relevant documents etc.) including Compliance to Bid Requirement and Part-II (Schedule of Quantities and Rates – **to be opened only the Techno-commercially recommended / Qualified bidders**) that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting a copy of Bidding Document marked “Original” as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Part-I and Part-II of the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us the same shall be considered for constitution of Contract. Further, we shall sign and stamp each page of this Part-I including Compliance to Bid Requirement and Part-II ( **to be opened only the Techno-commercially recommended / Qualified bidders**) as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have gone through the PQ Documents and Techno-commercial Terms and Conditions and shall upload Price Bid in CPP Portal as per Tender hosted by B AND R. We confirm that our quoted rates shall be included the price for all works /activities / supply etc. as per the item description of the items in Schedule of Quantities and Rates.

**SIGNATURE OF BIDDER :**

**NAME OF BIDDER :**

**COMPANY SEAL :**

**Note: This declaration should be signed by the Bidder’s representative who is signing the Bid.**

**Signature of Bidder**

**BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

BG NO.: \_\_\_\_\_

DATED: \_\_\_\_\_

VALID UPTO: \_\_\_\_\_

To,  
BRIDGE AND ROOF Co. (I) Limited,

Dear Sirs,

In consideration of BRIDGE AND ROOF Co. (I) Limited (hereinafter called " B AND R" which expression shall include its successors and assigns), having agreed inter-alia to consider the tender of (*Name of the Tenderer*) having its Head Office/Registered Office at ( \_\_\_\_\_ *Address of Tenderer* \_\_\_\_\_ ) (hereafter called the "Tenderer" which expression shall include its successors and assigns), for the work of \_\_\_\_\_ according to Tender No. \_\_\_\_\_

upon the

Tenderer furnishing a Bank Guarantee with all undertaking from the Bank as hereinafter appearing in lieu of cash deposit of the Earnest Money. We \_\_\_\_\_(Name of the Bank) a Bank constituted / Registered under the \_\_\_\_\_ Act ,having our head Office / Registered Office at \_\_\_\_\_(hereinafter called the "Bank" which expression shall include Its successors and assigns), at the request of the Tenderer and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the B AND R at Kolkata forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to B AND R, up to an aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)and the Bank doth hereby further agree as follows:

1. This Guarantee / Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the B AND R on the Bank until the B AND R discharges this Guarantee/Undertaking subject, however, that the B AND R shall have no claims under this Guarantee/Undertaking after the midnight of \_\_\_\_\_ 20\_\_\_\_ or any written extension(s) thereof. PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this guarantee/undertaking shall stand automatically Extended for all claims and demands made by the B AND R for further three months.

2. The B AND R shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time to postpone and/or vary any of the powers, rights, and obligations exercisable by the B AND R against the Tenderer and either to enforce or to forbear from enforcing ail or any of the terms and conditions of or governing the said Tender and/or any Contract consequent upon any award of work or the said Earnest Money Deposit or the securities available to the B AND R or any of them and the Bank shall not be released from Its liability under these Presents end the liability of the Bank hereunder shall remain in Full force and effect notwithstanding any exercise by the B AND R of the liberty with reference to any of all the matters aforesaid or by reason or any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank Specifically waives any and all contrary rights whatsoever.

Contd. – P/2

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3. It shall not be necessary for the B AND R to proceed against the Tenderer before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the (existence of any other undertaking or security for any indebtedness of the



Tenderer to the B AND R and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.

4. The amount stated by the B AND R in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the B AND R for the purpose of these Presents is conclusive of the amount payable by the Bank to the B AND R hereunder.

5. The liability of the Bank to the B AND R under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and the B AND R, the Tenderer and the Bank and/or the Bank and the B AND R or otherwise howsoever touching these Presents or the liability of the Tenderer to the B AND R, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Bank not to pay or for any cause withhold or defer payment to the B AND R under these Presents, with the intent that notwithstanding the existing of such difference dispute or instructions, the Bank shall be and remain liable to make payment to the B AND R in terms thereof.

6. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Bank or the B AND R.

7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the B AND R to the Bank either by post or by fax, if transmitted by fax, the transmission shall be complete as soon as acknowledged by Bank.

8. Notwithstanding anything contained herein:

i) The Bank's liability under this guarantee / undertaking shall not exceed (Amount in figures and words);

ii) This guarantee / undertaking shall remain in force up to \_\_\_\_\_ and any extension(s) therefore; and

iii) The Bank shall be released and discharged from all liability under this guarantee / undertaking unless a written claim or demand is issued to the Bank on or before \_\_\_\_\_ or the date of expiry of any extension(s) thereof if this guarantee / undertaking has been extended.

The Bank doth hereby declare that Shri \_\_\_\_\_ who is authorized to sign this Guarantee / Undertaking on behalf of the Bank and to bind the Bank thereby.

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Yours faithfully,

Signature: \_\_\_\_\_

Name and Designation: \_\_\_\_\_

Name of the Branch: \_\_\_\_\_

**FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

**(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)**

BRIDGE AND ROOF CO. (INDIA).LTD.,  
Kankaria Centre, (4th & 5th Floor),  
2/1, Russel Street,  
Kolkata - 700 071.

Dear Sirs,

In consideration of BRIDGE AND ROOF CO.(INDIA).LTD. (hereinafter called "The Company" which expression shall include its successors and assign) having awarded certain work for and relative to.....  
..... (name of the project/work) to ..... (name & address of the contractor) (hereinafter called the "Contractor") upon certain terms & conditions inter-alia mentioned in the Company's Letter of Intent No./Work Order No..... dated..... (hereinafter called the Contract, which expression shall include any formal contract entered into between the Company and the Contractor and all amendments and/or modifications in the Contract) inclusive of the condition that the Company may accept a Bank Guarantee of a Scheduled Bank in India in lieu of Cash Deposit of the Security Deposit as provided for in Clause No..... of the Contract :

We, ..... a body registered/constituted under(name of the Bank) the ..... having registered and Head Office at.....(hereinafter called "the Bank") at the request of the Contractor and with the intent to bind the Bank and its successors and permitted assigns, do hereby unconditionally and irrevocably guarantee payment to the company of the unpaid balance of the Security Deposit upto an aggregate limit of Rs.....(Rupees..... Only) AND undertake to pay the Company on demand & without protest or demur the unpaid balance of said Security deposit subject to the aggregate limit aforesaid of Rs.....(Rupees.....only).

AND the Bank do hereby further agree as follows :

1. The Guarantee/undertaking herein contain shall remain in full force and effect during the period that would be taken for the performance of the said contract and the claim of the Company relative thereto satisfied and/or discharged and the Company accordingly discharge the Guarantee/undertaking subject, however, that the Company shall have no claim under this Guarantee/undertaking after .....20....., unless a notice of the claim under this Guarantee/undertaking has been served on the Bank before the expiry of the said date, in which event the same shall be enforceable against the Bank notwithstanding that the same is enforced after the expiry of the said date namely .....
2. The Company shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/undertaking, at any time and/or from time to time to anywise vary the said Contract and/or any of the terms & conditions thereof or relative to the said Security Deposit or to extend time of performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the Contractor and/or power exercisable by the Company against the Contractor & either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract or the said Security Deposit or the Securities available to the Company or any of them and the Bank shall not be released from its liability under these presents & the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor or of any other act, matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of releasing the Bank

from its liability hereunder or any part thereof.

3. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Bank and the Guarantee/undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other security for any indebtedness of the Contractor to the Company (including relative to the said Security Deposit) and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.
4. The amount stated by the Company in any demand, claim or notice as the unpaid balance of the said security deposit for the time being shall as between the Bank and the Company for the purpose of these presents be conclusive of the said balance.
5. The liability of the Bank to the Company under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Company, the Contractor and the Bank/and or the Bank and the Company, or otherwise whatsoever touching or affecting these presents or the liability of the Contractor to the Company, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Company under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Company in terms hereof.
6. The Bank shall not revoke this Guarantee/undertaking during its Currency except with the previous consent of the company in writings and also agree that any change in the constitution of the Contractor or the Bank or the Company shall not discharge the Bank's liability hereunder.
7. Notwithstanding anything herein contained our liability under this guarantee is restricted to Rs..... and our guarantee shall remain in full force till ..... (date) unless a suit or action to enforce the claim under this guarantee .....(date) is filed against Bank within three month from the above date i.e., on or before ..... (date) all your rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities there under.
8. The Bank doth hereby declare that Shri .....  
(name of the person signing on behalf of the Bank) who is ..... (his designation)  
authorized to sign this Guarantee/undertaking on behalf of the Bank & to bind the Bank thereby.

Dated this .....day of .....20....

Yours faithfully,

For .....

Signature

Name & Designation

Name of the Branch

**BRIDGE AND ROOF COMPANY (INDIA) LIMITED**

Kankaria Centre (4th and 5th Floor),  
2/1, Russel Street, Kolkata – 700 071  
CIN No.: U27310WB1920GOI003601

**NOTICE INVITING TENDER (NIT) NO.:B AND R/ 51188/TD/HANDRAIL/01, DATE 31.01.2024**

**“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP ,  
LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE  
BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT  
KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR  
DEVELOPMENT AUTHORITY (BDA), BHUBA ODISHA”**

**ANNEXURE - VI**

**TECHNICAL SPECIFICATION**

**TECHNICAL SPECIFICATION FOR METAL HANDRAIL:**

<b>SI No</b>	<b>Description of Item</b>	<b>Details</b>
1.	<b>Item name</b>	Supply, delivery and fixing of HANDRAILING.
2.	Technical Specification to be followed by the Executing Agency	
3.	<b>SCOPE OF WORK</b>	Providing and fixing stainless steel (Grade 304) railing along with toughened glass made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners, stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge.
3.	<b>SPECIFICATION</b>	50mm Dia S.S Pipe Top Rail, 20mm dia S.S Pipe and 40mm Dia Rectangular hollow S.S Baluster. <b>(Approve make-JINDAL)</b> Height of the Top Rail will be 1m from the floor and 100x100x8mm THK. SOLID BASE PLATE WITH THE HELP OF DASH FASTENER fixed at side of the waist slab. Toughened Glass of 12mm fixed between Baluster for staircase area.

**Schedule of Quantity and Rates For HANDRAIL treatment :**

<b>Inter State Bus Terminus Project, Baramunda, Bhubneswar, Odisha</b>					
<b>Schedule of Quantities and Rates</b>					
<b>For Supply , Delivery , &amp; fixing of HANDRAIL treatment in Connection with Construction of Interstate Bus Terminal (ISBT) at Baramunda</b>					
<b>ITEM NO</b>	<b>DESCRIPTION OF JOB</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE</b>	<b>AMOUNT</b>
1	Supply Installation & Fixing Of S.S. Railing alongwith Toughened Glass for Staircase & Ramp.	RFT	1370	3047.00	41,74,390.00
2	Supply Installation & Fixing Of S.S. Railing alongwith Toughened Glass for Mezzanin Floor/Balcony.	RFT	485	2835.00	13,74,975.00
3	Supply Installation & Fixing Of S.S. Railing for Staircase, Ramp etc. Wall.	RFT	2180	424.00	9,24,320.00
4	Supplying , fitting and fixing of Stainless steel of 304 grade in hand railing using 50mm dia of 1.5mm thick circular pipe with balustrade of size 38mm dia of 1.5mm @ 1.2mtr. C/C in front of spider fitting at ground floor as per approved design and specification , buffing , polishing etc with cost , conveyance of all materials , labour , T & P etc.required for the complete in all respect.	RFT	500	450.00	2,25,000.00
<b>Amount(Rupees)</b>					<b>66,98,685.00</b>
<b>In Percentage (to be quoted as)</b>					
	<b>ABOVE</b>				
	<b>BELOW</b>				
	<b>AT PAR</b>				
	<b>Total Amount</b>	<b>Rs.</b>			
	<b>Quoted Offer in Words</b>				

**BRIDGE AND ROOF COMPANY (INDIA) LIMITED**

Kankaria Centre (4th and 5th Floor),  
2/1, Russel Street, Kolkata – 700 071  
CIN No.: U27310WB1920GOI003601

NOTICE INVITING e-TENDER (e-NIT) NO.:B AND R/ 51188/TD/HANDRAIL/01 DATED.31.01.2024

“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP ,  
LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE  
BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT KHANDAGIRI ,  
BHUBANESWAR, ODISHA FOR BHUBANESWAR DEVELOPMENT  
AUTHORITY (BDA), BHUBA ODISHA”

**ANNEXURE - VII**

**SAFETY PRECAUTIONS**

**SAFETY PRECAUTIONS**

- a) Contractor shall be vigilant to ensure provisions of relevant statute as applicable in respective working area(s).
- b) Contractor is responsible for collecting copies of prevailing rules from safety department.
- c) Contractor must ensure use of personal protective equipment by their workers while they are on job.
- d) Personal protective equipment to be supplied by the contractor to their workers must be approved by safety department of the plant before commencement of work.
- e) Although the responsibility of providing PPE rests on the contractor, as per terms of contract, may issue PPE to these workers in the interest of work if the contractor fail to provide the same and the cost of the same will be deducted from the contractor's bill. Safety department will issue such PPE with intimation to the concerned department and the contractor for necessary recovery of the cost.
- f) The contractor shall ensure periodic testing / examination of equipment as well as safety of tools and tackles, used by them, as per provision of the relevant statute and maintain the upto date record for the same at site for inspection of departmental engineer / safety department on demand.
- g) The contractor will ensure medical examination of its workers who are working at hazardous areas before commencement of work and once in every year by statutory qualified medical practitioners as per provision of the relevant statute and maintain a register for the same for inspection by respective department and safety department on demand.
- h) The workers employed by the contractors should be suitably skilled for the respective job requirement otherwise head of concerned department shall have the right to disallow the unsuitable workers. The contractor shall engage suitable number of supervisors to ensure safety at all places of work during execution of the work.
- i) In case of injury, contractor will send the injured person to hospital / dispensary / first aid centre with due intimation to the concerned department under whom he works as well as to safety and HR&A department. The contractor shall submit periodical progress report about the treatment till the injured worker is certified fit by govt. / govt. registered doctor and the said fit certificate will be submitted to safety department before resumption of work by the said injured workers.
- j) The contractor shall report about serious injury / fatality of his workers to safety department, HR&A department and concerned department then and there without fail.
- k) Contractor will be solely and wholly responsible for accident that may occur during the progress of the work and for injury or damage to person or property or any description whatsoever which may be caused by or result from the execution of the work.

**Codes etc to be complied with :**

The Contractor shall ensure and arrange at his cost fire and the safety provisions, as per safety code of WDO, Indian Standards Institution, safety manuals of the Employer, if any, and such provisions as are locally in force from time to time for all labour, directly or indirectly employed in the works for performance of this Contract. The Contractor will indemnify the Employer from any consequence arising due to Contractor's failure in respect of safety provisions.



### **First Aid and Industrial Injuries**

- a) First aid facilities at easily accessible place shall be provided by the Contractor as per provisions of Labour Act or Rules of the Authority controlling the area where work is carried out.
- b) The Contractor shall make arrangements with hospitals for ambulance service and for treatment of industrial injuries to meet eventualities leading to the need for such facilities. The Engineer shall be informed of their telephone numbers and addresses of the Hospitals.
- c) Details of all critical industrial injuries shall be reported promptly to the Engineer.
- d) Report shall cover type, nature, cause, physician's report and action for prevention of those types again.

### **General Safety Rules**

Smoking within the building premises, restricted areas, closed areas, near storage place of lubricant oil and fuel etc. is strictly prohibited.

The Contractor shall erect and maintain barricades required in connection with his operation to guard or protect

- a) Excavation
- b) Hoisting/lifting
- c) Slab openings
- d) Hazardous areas
- e) Employer's existing property likely to be subjected to damage by the Contractor's operations
- f) Unloading spots

### **Accidents - Precautions at Worksite**

No materials on the sites shall be so stacked or placed as to cause danger or inconveniences to any person or to the public. The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear expenses of defence of every suit, action or other proceedings at law, that may be brought by any person, for injury sustained, owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceeding, to any such person or which may, with the consent of the Contractor be paid to compromise any claim by any such person.

### **Electrical Equipments - Precautions**

All temporary and permanent electrical installations, power distribution and supply required for execution of Work shall be carried out conforming to existing industrial and domestic safety rules and regulations. Important specific points to be noted are as under,

- i) Meter room and main switches should be freely accessible at all times and fully protected against all weather conditions.
- ii) Power distribution system shall be identifiable with display marking on switches.
- iii) All power distribution shall be carried out with coated, adequately insulated and of appropriate current/load rating cables. It shall be securely routed for this purpose. No loose, naked, hanging wires shall be permitted.
- iv) Over load protection devices shall be installed whenever and wherever heavy current/load consuming construction plant or machinery susceptible to hazard is in use and as directed by the Engineer-in-charge.
- v) Metallic plugs and sockets shall be used in field work. Switch board shall be in close proximity so as to have quick control over the supply.
- vi) Proper and adequate earthing connection should be provided for all installations, plant and machinery and distribution system.
- vii) Hand lamps and inspection lamps shall be adequately insulated and guarded with wire mesh and should have proper plugs for use.

viii) Security and illuminatory light shall be secured firmly and protected to withstand all weather conditions.

### **Maintenance of Safety Devices**

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing and maintenance facilities shall be provided at or near places at work.

### **Personal Safety**

- a) All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- b) Workers employed on mixing asphaltic materials, cement, and lime mortars/concrete shall be provided with protective footwear and protective gloves.
- c) Those engaged in handling any materials which are injurious to eyes shall be provided with protective goggles.
- d) Workers employed on erection works, etc. shall be provided with helmets, safety belts etc.
- e) Workers employed on concrete finishing, welding, painting and other works above 2 metres height shall be provided with a suitable safety belt, as per Factory Rules of the locality.

### **Storing Fuel, Oil and Lubricant**

The Contractor shall take approval from the Safety Officer of the Employer for storing the lubricants, oil and fuel at site for running the machinery required for the construction.

### **Fire Extinguishing**

Suitable, sufficient number of fire extinguishers for all types of fire, shall be provided at work site. In addition, sufficient number of fire buckets filled with water and sand shall also be provided. The firefighting equipment as outlined above shall be dispersed in a suitable and purposeful manner.

### **Fire Precautions**

The Contractor shall comply with regulations of the controlling authority in force at the site of the works relating to the precautions to be taken against fire hazards.

### **Protection arrangements at work site**

Adequate protection against any form of damage or deterioration shall be provided for in all sections of the works. This shall include protective tapes, casings, guard rails and the likes, which shall be provided as necessary. Particular care shall be taken to protect finished surfaces during the execution of adjacent in-situ work. The Contractor shall carryout all steps necessary and comply with the directions and instructions of the Engineer to his satisfaction.

### **Safety Arrangements for labour**

The Contractor shall, at his own expense, arrange for the safety provisions as given above and as required by the Engineer, in respect of all labour directly or indirectly employed for performance of the work and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements to provide necessary facilities as aforesaid, the Engineer shall be entitled to do so and recover the cost thereof, from the Contractor.

**BRIDGE AND ROOF COMPANY (INDIA) LIMITED**

Kankaria Centre (4th and 5th Floor),  
2/1, Russel Street, Kolkata – 700 071  
CIN No.: U27310WB1920GOI003601

NOTICE INVITING TENDER (NIT) NO.:B AND R/HO/51188/TD/HANDRAIL/01 DATED.31.01.2024

“SUPPLY , FIXING OF SS HANDRAILING WORK AT STAIRCASE , RAMP ,  
LOBBY ETC IN CONNECTION TO THE CONSTRUCTION OF INTER STATE  
BUS TERMINAL ( ISBT) AT BARAMUNDA AND BUS DEPOT AT  
KHANDAGIRI , BHUBANESWAR, ODISHA FOR BHUBANESWAR  
DEVELOPMENT AUTHORITY (BDA), BHUBA ODISHA

**ANNEXURE - VIII**

**TENDER DRAWINGS**

**Tender Drawings will be given by the company after issuance of LOI to the contractor.**