

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

**NOTICE INVITING TENDER (NIT)**

Sealed offers in two part system are invited from reputed, resourceful and experienced parties meeting prescribed qualifying criteria for the following work: -

**"Painting work at Keb stone and drain wall,Service Buildings(LT and HT Panel Room, Chiller Building) , Boundary wall in Connection with Construction of Interstate Bus Terminal (ISBT) at Baramunda and Bus Depot at Khandagiri, Bhubaneswar, Odisha for Bhubaneswar Development Authority (BDA), Bhubaneswar, Govt. of Odisha."**

Last Date of submission of Offer is **20.03.2024**

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2/1, RUSSEL STREET,  
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**TENDER DOCUMENTS**

**FOR**

**"Painting work at Keb stone and drain wall, Service Buildings (LT and HT Panel Room, Chiller Building) , Boundary wall in Connection with Construction of Interstate Bus Terminal (ISBT) at Baramunda and Bus Depot at Khandagiri, Bhubaneswar, Odisha for Bhubaneswar Development Authority (BDA), Bhubaneswar, Govt. of Odisha."**

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**PART I – TECHNO-COMMERCIAL BID**

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**BRIDGE & ROOF CO. (INDIA) LIMITED****ANNEXURE – I****SALIENT INFORMATION:**

1. PROJECT LOCATION : Interstate Bus Terminal at Baramunda & Bus Depot at Khandagiri, Bhubaneswar, Odisha.
2. OWNER : Bhubaneswar Development Authority (BDA).
3. CLIENT : The Chief Engineer cum Engineering Member, BDA.
4. TENDER FEE : Rs. 500+18%GST=590.00 (Rupees Five Hundred Ninety) only Non-Refundable by Account Payee Demand Draft / Pay Order / Banker's Cheque any Scheduled Bank in India in favour of Bridge & Roof Co. (India) Ltd. & payable at Baramunda, Bhubaneswar, Odisha .
5. DATE OF SUBMISSION OF TENDER : **ON OR BEFORE 20.03.2024 (UP TO 17.30 HRS.)**
6. VALIDITY PERIOD OF TENDER : 90 Days from the Date of Submission of Tender.
7. TENDERS TO BE SUBMITTED TO : **The deputy General Manager,  
Bridge & Roof Co. (I) Limited,  
Interstate Bus Terminal Project Site Office,  
Baramunda, Bhubaneswar,  
Odisha – 751003.**

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**For & on behalf of the Tenderer.**

**BRIDGE & ROOF CO. (INDIA) LIMITED****QUALIFYING CRITERIA (QC):**

Qualifying criteria for participating in the tender for "Painting work at Keb stone and drain wall, Service Buildings(LT and HT Panel Room, Chiller Building) , Boundary wall in Connection with Construction of Interstate Bus Terminal (ISBT) at Baramunda and Bus Depot at Khandagiri, Bhubaneswar, Odisha for Bhubaneswar Development Authority (BDA), Bhubaneswar, Govt. of Odisha."

(NIT No. B&R/ISBT/51188/TD/EXTERNAL PAINT 20.03.2024).

1.1 The bidder who wish to participate should have successfully executed the similar type of work not less than **Rs. 8.8 lakhs** for one job or two similar jobs each of costing not less than **Rs. 5.5 lakhs** or three similar jobs each of costing not less than **Rs. 4.4 lakhs** in Industrial / Infrastructure project of Govt. / Semi Govt. / Public Sector / Private Sector during the last 7 (seven) financial years upto latest due date of submission the tender.

**Similar works:** Similar works means Execution of similar Civil work at any Project work of value as mentioned above in all respect in a single agreement/ Contract.

1.2 The Tenderer should furnish the following details seriatim as under: -

- a) Name, Address, Details of the Organization.
- b) Constitutional Status ie. 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) Photocopy of GST Registration Certificate along with Copy of Ltest 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

Avg. Annual Turnover during the last three financial years should not be less than **Rs. 3.3 lakhs**.

Photocopy of PF & ESI Registration certificate , Labour 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.

- g) 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 & completion date.

Name(s) of the owner / partners / promoters and Directors of the Firm / Company .  
Details of work in hand and current commitment  
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 along with the 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.

1.3 The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the Contract.

**BRIDGE & ROOF CO. (INDIA) LIMITED****INSTRUCTIONS TO BIDDERS:**1.0 **Purpose:**

It is the purpose of these instructions to serve as a guide to Bidders for preparing offer of the work described in the attached specification.

2.0 **Procedure for submission of Bid:**

**The cost of tender document (non-refundable) is Rs. 500.00+18% GST=590.00(Rupees Five Hundred Ruppes only)** to be submitted by the Tenderer. Bidder shall submit separate **A/c Payee Demand Draft (DD) / Pay Order/ Banker's Cheque/ At Par Cheque/ Local cheque** in favour of **Bridge & Roof Co. (INDIA) Ltd.** payable at **Baramunda, Bhubaneswar, Odisha** from any Scheduled- "A" 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.

However, the MSMEs/NSIC/SSI registered parties are exempted from submission of Tender Fee amount as per the prevailing Govt. Policy. The party has to submit the copy of the valid registration certificate in support of this exemption in Techno-commercial part of the Tender.

The party has to submit the copy of valid Registration Certificate having incorporation towards civil works / works contract services in support of this exemption in Techno Commercial part of the offer.

- 2.1 Bidder to forward sealed bids marked offer for **"Painting work at Keb stone and drain wall,Service Buildings(LT and HT Panel Room, Chiller Building) , Boundary wall in Connection with Construction of Interstate Bus Terminal (ISBT) at Baramunda and Bus Depot at Khandagiri, Bhubaneswar, Odisha for Bhubaneswar Development Authority (BDA), Bhubaneswar, Govt. of 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's Covering letter of offer along with **"No Deviation Certificate"** & **"Declaration Certificate"** in their Letter-Head as per prescribed format (**"Annexure VI & VII"**).
- (ii) Signed & Stamped NIT documents including **Un-priced Part** with the word **"QUOTED"** written against each item.
- (iii) Relevant documents and information pertaining to Qualifying Criteria for participating in the Tender as per Annexure-II.

**Part – II:**

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

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: -

**ANNEXURE – III**

- Part I** Techno-Commercial bid for “**Painting work at Keb stone and drain wall,Service Buildings(LT and HT Panel Room, Chiller Building) , Boundary wall in Connection with Construction of Interstate Bus Terminal (ISBT) at Baramunda and Bus Depot at Khandagiri, Bhubaneswar, Odisha for Bhubaneswar Development Authority (BDA), Bhubaneswar, Govt. of Odisha.**”
- Part II** Priced Offer for “**Painting work at Keb stone and drain wall,Service Buildings(LT and HT Panel Room, Chiller Building) , Boundary wall in Connection with Construction of Interstate Bus Terminal (ISBT) at Baramunda and Bus Depot at Khandagiri, Bhubaneswar, Odisha for Bhubaneswar Development Authority (BDA), Bhubaneswar, Govt. of Odisha.**”
- Outer most cover:** Shall be super scribed with Offer for “**Painting work at Keb stone and drain wall,Service Buildings(LT and HT Panel Room, Chiller Building) , Boundary wall in Connection with Construction of Interstate Bus Terminal (ISBT) at Baramunda and Bus Depot at Khandagiri, Bhubaneswar, Odisha for Bhubaneswar Development Authority (BDA), Bhubaneswar, Govt. of Odisha.**”

**NIT No.: B&R/ISBT/51188/TD/EXTERNAL PAINT DATE: 13.03.2024**

and shall be addressed to:

**The Deputy General Manager,  
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.**

Bids received after the due date and time shall not be accepted.

- 2.4 “**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.

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**GENERAL CONDITIONS OF CONTRACT**

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**ANNEXURE – IV****GENERAL CONDITIONS OF CONTRACT****1.0 DEFINITIONS:**

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

- a **“Owner”/ “Employer” shall mean “Bhubaneswar Development Authority having their Registered office at Akash Shova Building, Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001, Odisha & include their successors & permitted assigns as well as their authorized officer / representatives & “Client” shall mean the Office of the Chief Engineer cum Engineering Member, Akash Shova Building, Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001, Odisha.**
- b The “Works” or “Work” shall, unless there be something other in the subject of context repugnant to such construction, be construed and taken to mean the works by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- c The **“Company”** shall mean **Bridge & Roof Co. (I) Ltd.** (here-in-after called **B&R**) employed by Bhubaneswar Development Authority as an Agency in connection with construction of Interstate Bus Terminal (ISBT) at Baramunda & Bus depot at Khandagiri, Bhubaneswar, Odisha.” and having their registered office at “Kankaria Centre” (5th. Floor) 2/1, Russel Street, Kolkata – 700 071 and shall include their authorized representatives, successors, permitted assigns.
- d The “Engineer-in-charge” shall mean Engineering Officer appointed by the Company or his duly authorized representative who shall direct, supervise and be in-charge of the works for the purpose of this Contract.
- e The “Accepting Authority” shall mean the authority mentioned in the Instruction to Bidders (Annexure – III).
- f Tenderer / Bidder shall mean the Firm / party who quotes against this Notice Inviting Tender.
- g The “Contractor” shall mean the agency undertaking the work and shall include legal representatives or successors or permitted assigns of such agency as the case may be.
- h The “Contract” shall mean the Notice Inviting Tender, the tender and its acceptance thereof and the formal agreement, if any, executed between Bridge & 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 with rates 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.
- i ‘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.
- j ‘Site’ or ‘Work Site’ shall mean the Site of Contract Works and shall include the lands, buildings, bridges, stations and other erections thereupon, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by B&R for the purpose of the contract.
- k The “Period of Liability” in relation to the order means the specified period from the date of Issue of completion certificate by the Company.
- l The “Alteration / Variation Order” means as order given in writing by the Company to affect additions/alterations to or deletions from the scope of work.
- m “Letter of Intent (LOI)” shall mean an intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained therein and shall be issued by the Competent Authority.

**ANNEXURE – IV****2.00 SCOPE OF WORK:**

- 2.01 The Owner / Employer reserves the right to get the work executed in the best and most economical manner, and may add or may not operate any item(s) of work(s) as B&R may consider fit.
- 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 & Rates (SOQR).
- 2.04 The work covered under this contract includes (limited to following but not conclusive) for:-  
**“Painting work at Keb stone and drain wall,Service Buildings(LT and HT Panel Room, Chiller Building) , Boundary wall in Connection with Construction of Interstate Bus Terminal (ISBT) at Baramunda and Bus Depot at Khandagiri, Bhubaneswar, Odisha for Bhubaneswar Development Authority (BDA), Bhubaneswar, Govt. of Odisha.”**to be carried out in accordance with the drawings and Schedule of Quantities & Rates (SOQR) and submission of records of testing as required / specified.
- 2.05 The Scope of Work may also include such other related works as covered in the 'Schedule of Quantities & 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&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&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&R's decision will be final & binding on the contractor and contractor will not have any claim whatsoever in this regard.**

**3.00 GENERAL INFORMATION & SITE INSPECTION****3.01 Introduction: -**

As a part of the scope of work under this tender, the Owner has envisaged for construction of Interstate Bus Terminal (ISBT) at Baramunda & Bus Depot at Khandagiri, Bhubaneswar, Odisha. Detailed scope of work is defined elsewhere in the tender.

**3.02 Site Location: -**

The work site is situated at **Baramunda, Bhubaneswar, Odisha** about 10 KM from Bhubaneswar Railway Station by Road and around 420 km form 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.

**3.03 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.

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**ANNEXURE – IV**

3.04 **For site visit the Tenderer may contact with our Sri Arup Choudhury, Dy. Resident Manager, Mob. No. – 8373063777.**

3.05 **Local Conditions: -**

- i) It will be imperative on the part of each bidder to acquaint himself with all local laws, conditions and factors which may have any effect or bearing on the execution of works and supplies under the scope of this tender. In their own interest, the bidders are required to familiarize themselves with (but not limited to) the Indian Income Tax Act, Indian Companies Act, Indian Customs Act, Factories and Boiler Act, Contract Labour (regulation and abolition) Act, Arbitration Act, PF Act and other related Acts and Laws and Regulations of India with their latest amendments as applicable. The successful Bidder, to whom the work shall be awarded, shall arrange such permissions on his own initiative and contingent costs thereto. B&R shall not entertain any clarification from the Bidder(s) regarding such local conditions.
- ii) Considering the above, Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submission of their offer as to the nature of the site and Sub-Soil, the quantities and nature of work and materials necessary for completion of the works and the means and access to the site, accommodation they may require and all other necessary information as to the risk, contingencies and other circumstances which may influence or affect their offers and work. A tenderer shall be deemed to have full knowledge of the Site whether he inspects it or not and no extra charge consequent to any misunderstanding or otherwise shall be allowed

4.00 **Income Tax:**

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

5.00 **TAXES & DUTIES:**

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

6.00 **New Levies / Taxes:**

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

7.00 **Security Deposit:**

- i) Security Deposit in cash will be deducted from each bill of the successful tenderer, whose tender is finally accepted, @ 5% (five percent) of the gross value of each bill.
- ii) Security Deposit without any interest will be refunded to the contractor on expiry of Defect Liability Period as specified reckoned after obtaining completion certificate from the Engineer-in-charge of B&R and after providing certificate by contractor that no amount remain payable under any of the provision of this contract to the contractor by B&R.

8.00 **FORFEIT OF SECURITY DEPOSIT:**

In case of giving up the work by the contractor without completing the job, the Security Deposit deducted and / or any other payment due to the contractor will be forfeited and B&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.

9.00 **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 inform the Engineer-in-Charge accordingly.

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**ANNEXURE – IV**

10.00 **QUANTITY VARIATION:**

The quantum of work given in the Schedule of Quantities & Rates are only indicative and are subject to variation +/-20% either individually or conjointly for which no revision in Contractor's quoted rates shall be admissible i.e., quoted rates/prices shall remain valid irrespective of any quantities to be executed.

11.00 **COMPLETION PERIOD:**

- i) The Contractor is required to commence the work within 7 (Seven) days from the date of issue of letter of intent.
- ii) Entire work as detailed in tender specification **shall be completed within 15 Days from the date of issue of LOI**. Contractor has to mobilize adequate manpower and tools & tackles to meet B&R's commitment to their client/owner as indicated from time to time.
- iii) In case due to reasons not attributable to the Contractor, the work gets delayed and scheduled completion gets extended, time extension will be granted by B&R but in no case over run compensation will be payable and the work will be executed with the same contractual rates & prices up to the actual completion of the entire scope of work.
- iv) The work under the scope of this contract is deemed to be complete in all respects, only when all the works are carried out as per satisfaction of Engineer-In-Charge of B&R. The decision of B&R on completion date shall be final and binding on the Contractor.

12.00 **EXTRA / SUPPLEMENTARY / DEVIATION ITEMS:**

The Owner/Employer shall have the power to make any alterations in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work and the Contractor shall carry out the work in accordance with any instruction which may be given to him in writing by B&R's Engineer. Such alteration, omissions, additions or substitution shall not invalidate the contract and any altered, added or substituted work which the Contractor may be directed to do in the manner specified above as part of the work, shall be carried out by the Contractor at mutually agreed rate and on the same conditions in all respect in which he agreed to do the main work.

13.00 **LABOUR LAWS:**

The Contractor shall strictly follow the statutory rules of Central/State Government and fulfill all the statutory obligations as stipulated in contract labour Regulation and Abolition Act. 1970, including all other acts.

- a) No labour below the age of Eighteen (18) years shall be employed on the work.
- b) The Contractor shall not pay less than what is provided under law to labourers engaged by him on the work.
- c) The Contractor shall, at his own expenses, comply with all labour laws and keep the Owner and/or Employer indemnified in respect thereof.
- d) The Contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- e) The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer.
- f) The Contractor shall comply with the provisions of the payment of Wages Act. 1936, Minimum Wages Act. 1938, Workmen's Compensation Act. 1923, Industrial Disputes Act, 1947, Contract

Labour (R&A) Act, 1970, Building & other Construction workers (RE & CS) Act & Rules or any modifications there of any other law relating thereto. The Labour contractor shall also abide by P.F. Act and Rules as applicable for the workmen engaged by them at the Worksite.

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**ANNEXURE – IV**

- g) The Engineer shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation & 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 reason of non- fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or deduction made from his or their wages which are not justified by the terms of the Contract Labour (R&A) Act.1910 or non- observance of the said regulations.

The Contractor shall indemnify the Employer and/or Owner against payment to be made under and for observance of the provisions of any and all acts applicable.

**14.00 FORCE MAJEURE:**

Should there be war , whether declared or not , insurrection , restraint imposed by the Government or any other Authority , Act of Legislature or other Authority , explosion , riot , civil commotion , curfew, sabotage or unforeseen event beyond control directly interfering in the work , which causes delay in execution of the work or should delays arise from any cause which are grounds for grant of additional time, time extension of completion time shall be granted .

If this stage of Force Majeure condition continues for more than 30(Thirty) days, the Employer and Contractor shall negotiate fresh terms for completing the work. Work shall however continue to be executed by subcontractor after Force Majeure period pending settlement of fresh terms and the Employer agrees to pay for the work done as per contract terms.

**15.00 CONTRACTOR'S SUPERVISION:**

The Contractor shall engage and keep always a responsible authorized representative at site during working hours to supervise the work engaging labourers, following safety & quality and also to receive any instructions from Engineer-in-charge or it's representative.

**16.00 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.

- i) 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.

- ii) 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.
- iii) 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.

**17.00 ENGAGEMENT & REMOVAL OF WORKMEN:**

- i) The contractor shall engage sufficient number of labours of various categories as directed by the Engineer-in-charge or it's representative to complete Construction within the stipulated time in accordance with drawings and specifications etc.
- ii) 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.

- iii) The contractor shall remove from site any of their labours / supervisors if they are so directed by the Engineer – in – Charge.

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**ANNEXURE – IV****18.00 TERMINATION OF CONTRACT FOR 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.

**19.00 ARBITRATION:**

B&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 / responsibilities of the Parties to the said Contract, the disputing Party shall refer the matter to the other Party for holding a mutual discussion for resolving the dispute. In case the parties fail to arrive to any settlement through mutual discussion, either of the Parties may avail the following remedies:

**20.00 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. (here-in-after referred as "the Rules") by making application to the secretariat of the SCOPE Forum.

The Part initiating conciliation shall send to the other party 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 & binding on the parties.

If the other party rejects the invitation, there will be no conciliation proceeding at all.

**21.00 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 proceeding 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 & Conciliation Act 1996.

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

Contd.....P/7

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#### **ANNEXURE – IV**

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 Railways) between company (B&R) and any other Public Sector Undertaking / Govt. 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 nominated by the Secretary of the GOVT. 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 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, GOVT. 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 & conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Subject to any amendment that may carried out by the GOVT of India from time to time, the proceed your 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 Enterprise, Ministry of Heavy Industries & Public Enterprise, GOVT. of India or any modification issued in this regard.

#### 22.00 **JURISDICTION:**

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

#### 23.00 **CONSUMABLES:**

The Contractor shall arrange at his own cost all consumable (Like binding wire, wire nails, electrodes, gases and tools & tackles as stipulated in BOQ etc. as per the stipulation in BOQ) required for execution of his works. For execution of any item of works of bill of quantity, if it is found that the Contractor has failed to arrange the consumables commensurate to work programme, B&R shall then provide to the Contractor the necessary consumables and recover the same from the running account bills at the rates mentioned below :

Total purchasing cost of such material by B&R plus 10 % service charge over such total cost.

#### 24.00 **INTERIM PAYMENT:**

B&R will make monthly payment for work done on production of 'On Account' Bills certified and/or prepared by the Engineer.

25.00 **METHODS OF MEASUREMENT:**

Except where any general or detailed description of the work in quantities expressly whose to the contrary, Schedule of Quantities & 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 & Rates / Specifications measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

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**ANNEXURE – IV**

26.00 **SUSPENSION OF WORK:**

The 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 necessary for any of the following reasons.

On account of any default on part of the Contractor, or

For proper execution of the Works or part thereof for reasons other than the default of the Contractor, or

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

27.00 **SETTLEMENT OF EXTRA ITEM:**

The rate for any items of work if not covered by the Schedule of Quantities & Rates under the Contractors scope of work shall be fixed mutually. For such extra items, rates are to be derived from analysis of cost on inputs and direct market rate documents are to be provided by the contractor. In this regard decision of Engineer-in-Charge shall be final & binding the Contractor.

28.00 **TESTING:**

Testing of the works in different stages will be carried out at B&R's laboratory at ISBT Project Site, Baramunda, Bhubaneswar, Odisha. However, the contractor has to supply necessary manpower towards collecting & carrying of samples to the laboratory within their finally accepted rates / prices.



ANNEXURE - V

**SPECIAL CONDITIONS OF CONTRACT**

SPECIAL CONDITIONS OF CONTRACT1.0 **GENERAL:**

- 1.01 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 & Rates, and any other document forming part of this contract wherever the contract so requires.
- 1.02 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent that such repugnance or variance cannot be reconciled with the tender conditions of contract and shall be to the extent of such repugnance of variations, prevail, it being understood that the provisions of General Conditions of Contract shall otherwise prevail.

2.0 **CONTRACTOR'S RESPONSIBILITY: -**

- 2.01 The entire works entrusted to the Contractor shall be executed by him strictly in accordance with approved drawings, specifications, & procedures etc. as stipulated in the relevant contract and also as per the relevant I.S. Specifications, Standard Engineering Code and Practice etc. as applicable to this case. However, in the event of any contradiction between the specifications approved by the Company/Owner and I.S. Specifications, the former shall prevail and govern.
- 2.02 The period of completion for the subject work shall be as mentioned in the **Clause No. 11** 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.
- 2.03 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.
- 2.04 Contractor shall increase or decrease Supervisor and Workers as per site requirement and instruction of Engineer-in-Charge without any extra cost to B&R.

3.0 **TAXES & DUTIES:**

- i) The quoted price shall be exclusive of SGST & CGST / IGST.
- ii) GST amount shall be paid to CONTRACTOR at actual against submission of invoice issued in accordance with the invoice Rules which prescribe following particulars shall be included in the invoice:-
- a) Name, Address, and GSTIN of the Bidder
- b) A consecutive serial number of the invoice
- c) Date of issue
- d) Address and GSTIN or UIN, if registered of the recipient (details of receiver)
- e) Name and address of the recipient and the address of the delivery, along with the State and its, code (Address of delivery / Place of Supply)
- f) HSN Codes or Accounting Code of Services (HSN/SAC Code).
- g) Description of Goods or Services.
- h) Total Value of supply of Goods or Services.
- i) Taxable Value of Supply of Goods or Service taking into discount if any;
- j) Rate of Tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or Cess);
- k) Amount of Tax Charged in respect of Taxable Services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or Cess);

- l) Place of Supply along with the name of State, and State Code.
- m) Address of the delivery where the same is different from the place of supply;
- n) Whether the Tax is payable under Reverse Charge basis and
- o) Signature or digital signature of the supplier or his authorized representative.
- iii) In case of any advance including Mobilization, Advance given as per Contract, the CONTRACTOR shall issue a GST Invoice containing all the details stated in (ii) (a) to (o). Subsequent recoveries / adjustment of Advance amount shall be separately indicated. GST invoice for actual supply of Goods and Services shall be issued.
- iv) In case of Price Variation of Construction Materials applicable as per Tender, the CONTRACTOR shall issue a GST Invoice containing all the details stated in (ii) (a) to (o).
- v) In case of Price Adjustment for delay in Completion applicable as per Tender Condition, the Contractor shall issue a Credit Note for the Price Reduction amount containing all the details stated in (ii) (a) to (o) lower incidence of GST.
- vi) It's the obligation on the part of Bidder/Vendor/Contractor/Consultant to discharge his liability by payment of GST to Government of India in cash OR utilization of Input Tax credit in respect of such supply of services through GST Invoice under this Contract, so that B&R will avail input Tax credit on such supply. In the event that input tax credit of the GST charged by the Bidder / Vendor / Contractor / Consultant is denied by the tax authorities to B&R due to reasons attributable to Bidder / Vendor / Contractor / Consultant, B&R shall be entitled to recover such amount from the Bidder / Vendor / Contractor / Consultant by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, B&R shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on B&R.
- 3.01 If there is an increase in the rate of output tax (Goods and Service Tax) or any new output tax is introduced in addition to the existing taxes or in lieu of existing taxes within the contractual period or extension thereof due to reasons not attributable to contractor, the B&R shall reimburse the same against documentary proof. However, if such increase arises beyond the contractual completion period where delay is attributable to the contractor, the Contractor shall bear the increase in the rates of existing taxes or any new output tax.
- 3.02 All other provisions of The Goods and Services Act, 2017 shall be applicable for the contract and contractor shall ensure compliance of the same.
- 3.03 Notwithstanding anything to the contrary elsewhere provided in the Tender Document, the CONTRACTOR shall be exclusively liable for the payment of any and all taxes, levies, duties, cesses and charges now in force or hereafter imposed, increased or modified in respect of any work done and/or materials supplied and for the payment of all contributions and taxes for unemployment compensation, insurance and old age pension and annuity now or hereinafter imposed by the Central or any State Government or any authority with respect to or covered by the wages, salaries or other compensations paid to persons employed or engaged by the CONTRACTOR and doth hereby undertake to indemnify and keep indemnified the B&R from and against the same and all claims, actions, demands and payments whatsoever against the B&R howsoever arising there from or in connection therewith.
- GST-TDS @ 2% (Two Percent) will be deducted from basic Invoice Value (i.e. 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. TDS @ 1% each for CGST & SGST or 2% for IGST will be applicable except the exemption provision as stipulated in GST Law. Tax deducted at source will be deposited to the Govt. and TDS Certificate will be issued to Contractor as per the rules.**
- 4.0 **PAYMENT TERMS:**
- 4.01 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 4.03**
- 4.02 **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.**

**ANNEXURE – V**

4.03

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(5 years) 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.

4.04

**The quantity indicated in the Schedule of Quantities & Rates is only approximate and may vary +/- 20%. No claim of any nature either direct or by way of revisions of rate will be acceptable on the ground of variation of quantity to any extent upward or downward.**

4.05

Deduction towards Income Tax & Surcharge from Contractor's bills (R/A & Final) will be as per prevailing rules. However, TDS certificates will be issued to Contractor for tax deduction at source.

4.06

**Documentary evidence towards deposition of P.F. & ESIC amount for the previous month shall be submitted before payment of each R.A. Bill & Final Bill.**

4.07

The client / Employer may withhold any amount over and above what has already been mentioned, from the Contractor so much of the accrued payment as may be considered necessary to pay directly towards:

- a) Wages or amount due to Contractor's Supervisors /Labourers Staff and /or their Employees on this project.
- b) Amount due to Suppliers / Creditors on this project.

4.08

**No Mobilisation Advance is admissible under this Contract.**

4.09

**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

5.0

**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.

6.0

**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.

7.0

**SITE FACILITIES: -**

**Land** – B&R shall allot land to the Contractor to the extent available that Owner allots the same to Company (B&R) for his office & stores. Contractor must maintain the areas allotted to him in a neat and clean condition as required by the Client.

On completion of work, the site shall be cleaned by the Contractor of all materials, temporary sheds, debris, rubbish. 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&R.** In case of any failure by the Contractor, the employer will get set at risk and cost of the contractor.

**ANNEXURE – v**

- 7.01 The Company (B&R) will provide necessary labour hutment for Contractor's workers & supervisors.
- 7.02 The Company (B&R) will not provide any transportation for the Contractor's labours & supervisors for attending their duties. The contractor shall arrange the same at his own cost.
- 8.0 **SPECIFICATION / MEASUREMENTS: -**
- 8.01 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.
- 8.02 All technical documents regarding the construction of works are given in the metric system and work should be carried out according to metric system.
- 8.03 Detailed specifications relevant to IS specifications (latest edition) shall be followed for items not shown in the drawings.
- 8.04 The work shall be carried out as per detailed specifications enclosed in **Annexure - IX** along with the tender.
- 8.05 Benchmarks Co-ordinates and Reference points shall be established by B&R. However, required assistance in supplying labours, pegs etc. shall be provided by Contractor at his own cost.
- 8.06 The Contractor shall maintain proper benchmarks and reference points given to them in consultation with the Engineer-in-Charge.
- 9.0 **SAFETY PRECAUTIONS & SECURITY:**
- B&R will provide all safety measuring protections like safety helmet, safety belt, safety shoes, goggles, hand gloves etc. to contractor required for execution of his work at free of cost. Contractors have to ensure that all their workmen must wear and use the safety appliances during any nature of work.
- 10.0 **PLANTS & EQUIPMENTS:**
- B&R shall provide plants/Equipments free of cost to the contractor at site as per requirement of work, to be decided by Engineer.
- 11.0 **COST OF MAKING GANGWAY ETC:**
- The rates, as quoted for shuttering, reinforcement fixing etc. at any level, are inclusive of making, fixing and removing the gangway. No extra payment shall be made by B&R on this account.
- 12.0 **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.
- 13.0 **CONTRACTOR WILL FOLLOW STATUTORY RULES:**
- The Contractor shall strictly follow the statutory rules of Central/State Government and fulfill all the statutory obligations as stipulated in Contract Labour Regulation and Abolition Act. 1970, including all other acts as mentioned in **clause 13 of General Condition of Contract**.
- 14.0 **RATE REVISION:**
- Contractual rates & prices shall be firm till completion of the entire scope of work.
- 15.0 **TERMINAL BENEFIT:**
- The quoted rates & prices are inclusive of terminal benefits, which will be paid to the workers by the Contractors, as per statutory provision.

**ANNEXURE – V****16.0 P.F. & E.S.I.C INDIVIDUAL CODES:**

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-in-charge 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. & ESIC Act. Contractor will remain bound to produce the relevant documents in this regard like monthly PF & ESIC deposit challan supported with wages sheet of workers etc. to B&R every month.

Successful Contractors must obtain Individual Codes in respect of Employees Provident Fund and Employees State Insurance (if applicable).

Contractors must deposit the Employees and Employer's contribution towards P.F. and E.S.I.C. (if applicable), regularly as per Government Rules, to the respective Authorities against each of their Employees and Workmen.

Details of the Individual Code obtained by each contract are to be submitted to B&R / Owner for obtaining Entry Passes for their Workmen and Employees.

**17.0 WORKMEN'S ACCOMMODATION:**

Free Accommodation shall be provided by B&R for all skilled and un-skilled workmen of contractor at the labour hutment in the area identified by B&R.

**18.0 WATER AND ELECTRICITY:**

Free water and electric supply of requisite capacity will be provided by B&R to the contractor at work site.

**19.0 OPERATOR FOR RUNNING MACHINERY:**

Contractors shall arrange operators for running the machineries like vibrator, de-watering pump, compactors, bar cutting / binding machine etc. to be provided by B&R, free of cost. Contractor's rate shall be inclusive of all such cost of operators.

**20.0 ENGINEER IN-CHARGE'S RIGHT IN RESPECT OF SPLITTING UP JOB:**

B&R reserves the right to split up the total works stipulated in the bill of quantity amongst more than one contractor during awarding the job initially. B&R also reserves the right to take away the entire works/portion of the works already awarded to the contractor in case of unsatisfactory progress of work in the part of the contractor during course of execution of works.

**21.0 MEASURE TO PROTECT OWNERS & B&R'S PROPERTY:**

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

**22.0 PRECAUTIONARY MEASURES TO AVOID ACCIDENT:**

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

**23.0 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&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.

**ANNEXURE – V**

- i) Not wearing safety helmet, hand gloves & 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.

**ANNEXURE – VI**

**FORMAT FOR NO DEVIATION CERTIFICATE**  
(To be submitted in the bidder's letter head)

Date: DD/MM/YY

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

Sub: No Deviation Certificate for **“Painting work at Keb stone and drain wall,Service Buildings(LT and HT Panel Room, Chiller Building,workshop) , Boundary wall in Connection with Construction of Interstate Bus Terminal (ISBT) at Baramunda and Bus Depot at Khandagiri, Bhubaneswar, Odisha for Bhubaneswar Development Authority (BDA), Bhubaneswar, Govt. of Odisha.”**

Ref: **NIT No.: B&R/ISBT/51188/TD/EXTERNALPAINT - I, Date 20.03.2024**

Dear Sirs,

With reference to above, this is to confirm you that, we have not taken any deviation from tender clauses. We hereby convey our unqualified acceptance to the terms and conditions as stipulated in the tender. We also confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc.

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

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the Bidder)



ANNEXURE – VII

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

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

We, \_\_\_\_\_ (Name of the Bidder & their Full Address) \_\_\_\_\_  
\_\_\_\_\_ hereby declare and confirm that we have  
visited the project site under the subject namely, for "**Painting work at Keb stone and  
drain wall, Service Buildings (LT and HT Panel Room, Chiller Building, workshop)  
, Boundary wall in Connection with Construction of Interstate Bus Terminal  
(ISBT) at Baramunda and Bus Depot at Khandagiri, Bhubaneswar, Odisha for  
Bhubaneswar Development Authority (BDA), Bhubaneswar, Govt. of 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 & Address.**

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

**Place:**

**Date: DD/MM/YY**

**ANNEXURE – VIII****BRIDGE & ROOF CO. (INDIA) LIMITED**  
**TECHNICAL SPECIFICATION**1. **SCOPE:**

The work in general shall consist of mainly Painting Work and other co-related minor works on Item Rate Labour-contract basis in connection with construction of Interstate Bus Terminal (ISBT) at Baramunda & Bus depot at Khandagiri, Bhubaneswar, Odisha as per Drawings and/or as described in the schedule of quantities specifications and/or direction of the Engineer including cost of all Labour, Tools & Tackles complete.

2. **EXECUTION:**

Painting two coats to the wall surface by using 100% premium Acrylic emulsion paint of approved make of approved shade to interior wall surface over a coat of primer with water bond cement primer after preparing the surface smooth by applying putty punning with Synthetic Acrylic wall putty including finishing the surface smooth by sand papering in all heights including scaffolding charges with cost, conveyance, taxes of all materials, cost of all labours, etc. as required for the work complete in all respect.

**i. Commencing Work**

Painting shall not be started until the Engineer-in-charge has inspected the items of work to be painted, satisfied himself about their proper quality and given his approval to commence the painting work. Painting of external surface should not be done in adverse weather condition like hail storm and dust storm.

Painting, except the priming coat, shall generally be taken in hand after practically finishing all other building works /builder's work.

The rooms should be thoroughly swept out and the entire building cleaned up, at least one day in advance of the paint work being started.

**ii. Preparation of Surface**

The surface shall be thoroughly cleaned from dust & other foreign materials. . All rust, dirt scales, smoke and grease shall be thoroughly removed before painting is started. The prepared surface shall have received the approval of the Engineer-in-charge after inspection, before painting is commenced.

**iii. Application**

Before pouring into small containers for use, the paint shall be thoroughly in its containers, when applying also the paint shall be continuously stirred in the smaller containers so that its consistency is kept uniform.

Scaffolding shall be stout and strong to prevent any collapse or displacement.

Proper measures for safety of workmen working on scaffolding should be taken by the contractor to reach heights in conformity with approved standards. As the paint is to be applied over a coat of primer with water bond cement primer, the surface is to be prepared smooth by applying putty, punning with Synthetic Acrylic wall putty including finishing the surface by sand papering. The painting shall be laid on evenly and smoothly by means of crossing and laying off, the later in the direction of the grain of wood. The crossing and laying off consists of covering the area over with paint, brushing the surface hard for the first time cover and then brushing alternately in opposite direction, two or three times and then finally brushing lightly in a direction at right angles to the same. In this process, no brush mark shall be left after the laying off is finished. The full process of crossing and laying off will constitute one coat.

The left over paint shall be put back into the stock tins. When not in use, the containers shall be kept properly closed. No hair marks from the brush or clogging of paint putties in the corners of panels, angles of mouldings etc. shall be left on the work. In painting nearer to doors and windows, the putty round the glass panes must also be painted, but care must be taken to see that no paint stains etc. are left on the glass. Tops of shutters and surfaces in similar hidden locations shall not be left out in painting.

The additional specifications for primer and other coats of paints shall be as according to the detailed specifications under the respective headings.

**iv. Brush and Containers:**

After work, the brushes shall be completely cleaned of paint and linsed oil by rinsing with turpentine. A brush in which paint has dried up in ruined and shall on no account be used for painting work. The containers when not in use shall be kept closed and free from air so that paint does not thicken and also shall be kept safe from dust. When the paint has been used, the containers shall be washed with turpentine and wiped dry with soft clean cloth, so that they are clean, and can be used again.

**v. Measurements**

The length and breadth shall be measured correct to a cm. The area shall be calculated in sq. meters (correct to two places of decimal), except otherwise stated, small articles not exceeding 10 sq. decimetres (0.1 Sqm.) of painted surfaces where not in conjunction with similar painted work shall be enumerated. Painting up to 15 cm in width or in girth and not in conjunction with similar painted work shall be given in running meters.

All work under the specification shall, unless specified otherwise, conform to the latest revisions and/or replacements of the following or any other Indian Standard Specifications and Codes of Practice. In case any particular aspect of work is not specifically covered by Indian Standard Specifications, any other standard practice, as may be specified by the Engineer, shall be followed:

**BRIDGE & ROOF CO. (I) LTD.**  
**"KANKARIA CENTRE" (5<sup>TH</sup> FLOOR),**  
**2/1, RUSSEL STREET,**  
**KOLKATA-700071.**

NIT No.: B&R/ISBT/51188/TD/EXTERNAL PAINT, DATE 13.03.2024

FOR

**"Painting work at Keb stone and drain wall, Service Buildings(LT and HT Panel Room, Chiller Building, workshop) , Boundary wall in Connection with Construction of Interstate Bus Terminal (ISBT) at Baramunda and Bus Depot at Khandagiri, Bhubaneswar, Odisha for Bhubaneswar Development Authority (BDA), Bhubaneswar, Govt. of Odisha."**

**PART II – PRICE BID**

## Inter State Bus Terminus Project,Baramunda,Bhubneswar, Odisha

## Schedule of Quantities and Rates

## "Painting Work in ISBT BARAMUNDA Project Site"

ITEM NO	DESCRIPTION OF JOB	UNIT	QUANTITY	RATE	AMOUNT
1	Labour Charges for preparation of exposed concrete surfaces(slab,beam,column etc) with necessary grinding/buffing/rubbing by suitable tools to make an even surface and then applying 2 coats of approved putty as per manufacturers specification including necessary scaffolding,watering,curing,sundries,tools and plants etc. per the Specification & direction of the Engineer-in-charge.	SQM	900	55.00	49,500.00
2	Labour Charges for Painting on the putty surfeces(Ceining etc.) with 2 coats oil bound distemper paint of approved quality and shade, using the required quantity of paint as specified by the manufacturer to give an even shade including providing 1 coat of cement based putty and watering the surface before applying and curing for the required period, including surface preparation, scaffolding, watering, curing, sundries, tools and plants etc., as per the Specification & direction of the Engineer-in-charge.	SQM	900	46.00	41,400.00
3	Labour Charges for Painting over plastered surfaces of walls,columns etc. with application of 2 coats of approved putty as per manufacturers specification, with 2 coats of Interior Grade Premium Acrylic emulsion paint of approved quality and shade, using the required quantity of paint as specified by the manufacturer to give an even shade including providing 1 coat of approved primer and watering the surface before applying and curing for the required period including necessary scaffolding, watering, curing, sundries, tools and plants etc., as per the Specification & direction of the Engineer-in-charge.	SQM	1700	88.00	1,49,600.00
4	Labour charges for Painting the plastered surfeces with 2 coats of Exterior Grade ( weather Coat) Premium Acrylic emulsion paint of approved quality and shade, using the required quantity of paint as specified by the manufacturer to give an even shade including providing 1 coat of cement wash as primer and watering the surface before applying and curing for the required period, including cost of all materials labour, conveyance, taxes, royalties, scaffolding, watering, curing, sundries, tools and plants etc., as per the specification & direction of the Engineer-in-charge.(Painting to all surfaces shall be with conformity to I.S.2395 (Part – I & Part – II)).	SQM	1600	84.00	1,34,400.00
5	Labour charges for applying two or more coats of Anti-Fungal Weather coat water proofing paint over boundary wall plaster surfaces including 1 coat of exterior primer, scaffolding and cleaning the surface before application of approved colour and manufacture as per specification, instruction of Engineer-In-Charge at all elevations.	SQM	4000	55.00	2,20,000.00
6	Labour charges for applying 1 coat of exterior primer, 1 coat of approved texture shade, two or more coats of anti fungal weather coat water proofing paint over the wall surface including scaffolding and cleaning the surface before application of approved colour and manufacture as per specification, instruction of Engineer-In-Charge at all elevations.	SQM	800	260.00	2,08,000.00
7	Labour charges for applying 1 coat of exterior primer and two or more coats of synthetic enamel paint of approve				

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	make and shade over the drain walls,kerb stone, retaining walls including cleaning of the surface before application of approved colour and manufacture as per specification, instruction of Engineer-In-Charge at all elevations.	RMT	3150	30.00	94500.00
<b>Amount</b>					<b>8,97,400.00</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>				