

BRIDGE & ROOF CO. (INDIA) LIMITED

(A Govt. of India Enterprise)

NOTICE INVITING TENDER (NIT) NO.:
B AND R/511110/TD/LC/TOILET BLOCK WORK/01 DATE 05/06/2024

TENDER DOCUMENT
FOR

EXECUTION OF TOILET BLOCK AT NEW ISLAND PLATFORM ON LABOUR CONTRACT BASIS IN CONNECTION WITH CONSTRUCTION OF NEW ISLAND PLATFORM AND REFURBISHING OF EXISTING PLATFORMS INCLUDING PLATFORM SHADE AT SANTRAGACHI RAILWAY STATION REGARDING STATION DEVELOPMENT WORK FOR SOUTH EASTERN RAILWAY IN WEST BENGAL



BRIDGE & ROOF CO. (INDIA) LIMITED
SITE OFFICE:
Santragachi Station Development Work site,
1st Floor, New Station Building, Platform No. 6
Santragachi, PIN- 711 111, West Bengal

Document Fee: Rs. 1,000.00 + 18% GST (Non-Refundable)

BRIDGE & ROOF CO. (INDIA) LIMITED
 (A Govt. of India Enterprise)
SITE OFFICE :
 Santragachi Station Development Work site,
 1st Floor, New Station Building, Platform No. 6
 Santragachi, PIN- 711 111, West Bengal

NIT NO.: B AND R/51110/TD/LC/TOILET BLOCK WORK/01 DATE 05/06/2024

NAME OF WORK

EXECUTION OF TOILET BLOCK AT NEW ISLAND PLATFORM ON LABOUR CONTRACT BASIS IN CONNECTION WITH CONSTRUCTION OF NEW ISLAND PLATFORM AND REFURBISHING OF EXISTING PLATFORMS INCLUDING PLATFORM SHADE AT SANTRAGACHI RAILWAY STATION REGARDING STATION DEVELOPMENT WORK FOR SOUTH EASTERN RAILWAY IN WEST BENGAL

MASTER INDEX

QUALIFYING CRITERIA	:	ANNEXURE - I
INSTRUCTIONS TO BIDDERS (ITB)	:	ANNEXURE - II
GENERAL CONDITIONS OF CONTRACT	:	ANNEXURE - III
SPECIAL CONDITIONS OF THE CONTRACT	:	ANNEXURE - IV
SCHEDULE OF QUANTITIES AND RATES	:	ANNEXURE - V
FORMATS		
LETTER OF SUBMISSION	:	ANNEXURE - II(A)
DETAIL OF INFORMATION TO BE FURNISHED BY THE BIDDER	:	ANNEXURE - II(B)
NO DEVIATION CERTIFICATE	:	ANNEXURE - II(C)
CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS	:	ANNEXURE - II(D)
PURCHASE PREFERENCE TO MAKE IN INDIA	:	ANNEXURE - F
SHARES A LAND BORDER	:	ANNEXURE - G
INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF BIDDER OR ABANDONMENT OF WORK BY THE BIDDER	:	ANNEXURE - H
RESPONSIBILITY MATRIX	:	ANNEXURE - I

BRIDGE & ROOF CO. (INDIA) LIMITED

NIT NO.: B AND R/51110/TD/LC/TOILET BLOCK WORK/01 DATE 05/06/2024

NAME OF WORK

EXECUTION OF TOILET BLOCK AT NEW ISLAND PLATFORM ON LABOUR CONTRACT BASIS IN CONNECTION WITH CONSTRUCTION OF NEW ISLAND PLATFORM AND REFURBISHING OF EXISTING PLATFORMS INCLUDING PLATFORM SHADE AT SANTRAGACHI RAILWAY STATION REGARDING STATION DEVELOPMENT WORK FOR SOUTH EASTERN RAILWAY IN WEST BENGAL

CONTENTS

Sl. No.	Technical Cover Details	Documents	
1.	Cover-I	i) Tender fee ii) authorization letter iii) Letter of Submission (in Company's letter head) iv) No Deviation Certificate in Bidder's letter head, v) Detail of information to be furnished by the Bidder (in Company's letter head) vi) Declaration for knowledge about entire site conditions (in Company's letter head)	
2.	Cover-II	Qualification Criteria.	
3.	Cover-III	Notice Inviting Tender (NIT)	
4.		Instruction to Bidder (ITB)	
5.		General Conditions of Contract (GCC)	
6.		Special Conditions of Contract (SCC)	
7.		<u>FORMATS :</u> (a) Purchase Preference to Make in India (b) Land Border Declaration (c) Other Formats	
8.		Cover-IV	(Priced) Schedule of Quantities and Rates (SOQR)



BRIDGE & ROOF CO. (INDIA) LIMITED
(A Govt. of India Enterprise)
Santragachi Station Development Work site,
1st Floor, New Station Building, Platform No. 6
Santragachi, PIN- 711 111, West Bengal

1.	CRITICAL DATE SHEET :		
	Date & Time For :-	:	Date and Time
	Bid Document Publishing Date	:	05/06/2024
	Last date of submitting Tender fees and physical documents, specified as Cover-I, Cover-II, Cover-III & Cover-IV in Tender Document.	:	19/06/2024 up to 15:00 Hrs.
	Date of Opening of Technical Bid	:	19/06/2024 After 17:30 Hrs.
	Date of Opening of Financial Bid	:	Offer of Techno Commercially qualified bidder(s) shall be opened in Camera.

Note :-

- (A) If any of the intending bidders wishes to withdraw from participation in the bid, he / she can freely withdraw from the participation before scheduled date and time of closure of the bid submission.
- (B) B&R reserves right to cancel the bid without assigning any reason thereof.

BRIDGE & ROOF CO. (INDIA) LIMITED
(A Govt. of India Enterprise)
Santragachi Station Development Work site,
1st Floor, New Station Building, Platform No. 6
Santragachi, PIN- 711 111, West Bengal

**EXECUTION OF TOILET BLOCK AT NEW ISLAND PLATFORM ON LABOUR
CONTRACT BASIS IN CONNECTION WITH CONSTRUCTION OF NEW ISLAND
PLATFORM AND REFURBISHING OF EXISTING PLATFORMS INCLUDING PLATFORM
SHADE AT SANTRAGACHI RAILWAY STATION REGARDING STATION
DEVELOPMENT WORK FOR SOUTH EASTERN RAILWAY IN WEST BENGAL**

NIT NO.: B AND R/51110/TD/LC/TOILET BLOCK WORK/01 DATE 05/06/2024

ANNEXURE - I

QUALIFYING CRITERIA



BRIDGE & ROOF CO. (INDIA) LTD.

ANNEXURE - I

QUALIFYING CRITERIA

Qualifying Criteria for participating in the Tender for Execution of Toilet Block at New Island Platform on Labour Contract Basis in connection with Construction of New Island Platform and Refurbishing of Existing Platforms including Platform Shade at Santragachi Railway Station regarding Station Development Work for South Eastern Railway in West Bengal

"

NIT No.: B AND R/51110/TD/LC/TOILET BLOCK WORK/01 DATE 05/06/2024

1. **QUALIFICATION CRITERIA FOR PARTICIPATION IN THE TENDER:**

- a. i) The Bidder must have successfully executed "**Similar Work**" of value during the last 07 (seven) years including last day of month previous to the one in which bids are invited as follows:
1. One similar completed work costing not less than **Rs. 16.00 Lakhs.**
 - or
 2. Two similar completed works each costing not less than **Rs. 10.00 Lakhs.**
 - or
 3. Three similar completed works each costing not less than **Rs. 8.00 Lakhs.**

Note: "**Similar Work**" means execution of any type of civil work under one Agreement / Contract.

- b. Bidders should have submitted average annual Financial Turnover of value not less than **Rs. 6.00 Lakh** during the last 03 (Three) financial years i.e. FY: 2020-21, FY: 2021-22 & FY: 2022-23.
- c. The bidder must have valid PAN issued by Competent Authority.
- d. The bidder must have GST Registration Certificate issued by Competent Authority.

Note: Bidder should also have the latest filed Monthly / Quarterly GSTR-3B return as GST clearance, failing which the bidders offer shall not be considered for further evaluation.

Moreover, contractors having registration in other state (**except West Bengal**) 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).]

- e. The bidder must be P. F. & ESI registered.
[If not registered with the Concerned Department, 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].
- f. Direct or Indirect Joint Venture(s) / Consortium / Special Purpose Vehicle (SPV) / Special Purpose Entity (SPE) are not permitted to participate.

Note for Clause 1 (a) above :

- a) If the qualifying work is completed in the 07 (Seven) year period, even if it has been started earlier, the same will also be considered as meeting the qualifying Criteria.

- b) The work "Completed" means the Bidder should have achieved the criteria specified above, under construction/ work in progress are not accepted.

2. **Details to be furnished by the Bidder:-**

- a. Name, Address, Details of the Organization.
- b. Constitutional and Legal status of the Firm indicating Registration details, Partnership deed, Power of Attorney in case of Partnership Firm, Affidavit in case of Proprietorship Firm, Memorandum & Articles of Association in case of Limited Company.
- c. 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.
- d. Copy of Balance Sheet(s) and Profit & Loss statement for last 03 (Three) financial years (i.e. FY: FY: 2020-21, FY: 2021-22 & FY: 2022-23) ending on the date of submission of tender.
- e. Photocopy of Current Income Tax Deposition Statement.
- f. Photo Copy of PAN Card issued by Income Tax Authority.
- g. Photo Copy of GST Registration Certificate.
Note: Bidder should also have the latest filed Monthly/Quarterly GSTR-3B Return as GST clearance along with copy of GST Registration Certificate with offer/bid, failing which the bidders offer shall not be considered for further evaluation. Moreover, contractors having registration in other state (**except West Bengal**) 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).
- h. Photocopy of P. F. & ESI Registration Certificate.

[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].

- i. Information on litigation history, liquidated damage, disqualification etc. declaration in Tenderer's Letter Head. **(Annexure - H)**
- j. Power of Attorney on Non-Judicial stamp paper of appropriate value in favour of the person who has signed the bid. If Limited Company or Pvt. Limited Company.
- k. 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 - F)**
- l. 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 Trunk 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. **(Annexure - G)**

- The company reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.
- 3.
 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) If the Bidder deliberately gives wrong information/submit fake, false, fabricated, forged documents in his tender, B&R reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Retention Money / any other money due.
- c) 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 : H)**, 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&R promptly, if there is any:

- i) Substantial change in their financial or 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&R. Failure to comply with any request by B&R for such information will result in rejection of their offer.

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

5. **Disqualification of Bid:** B&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&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&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.

(Bikash Sarkar)
Senior Manager
Bridge And Roof Co. (India) Limited

BRIDGE & ROOF CO. (INDIA) LTD
(A Govt. of India Enterprise)
Santragachi Station Development Work site,
1st Floor, New Station Building, Platform No. 6
Santragachi, PIN- 711 111, West Bengal

EXECUTION OF TOILET BLOCK AT NEW ISLAND PLATFORM ON LABOUR CONTRACT BASIS IN CONNECTION WITH CONSTRUCTION OF NEW ISLAND PLATFORM AND REFURBISHING OF EXISTING PLATFORMS INCLUDING PLATFORM SHADE AT SANTRAGACHI RAILWAY STATION REGARDING STATION DEVELOPMENT WORK FOR SOUTH EASTERN RAILWAY IN WEST BENGAL

NIT NO.: B AND R/51110/TD/LC/TOILET BLOCK WORK/01 DATE 05/06/2024

ANNEXURE-II

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. a. Bids are invited by B&R on two stage four cover systems for **“Execution of Toilet Block at New Island Platform on Labour Contract Basis in connection with Construction of New Island Platform and Refurbishing of Existing Platforms including Platform Shade at Santragachi Railway Station regarding Station Development Work for South Eastern Railway in West Bengal”**.

1. b. **Purpose:-**

It is the purpose of these instructions to serve as a guide to Bidders for preparing offer for **“Execution of Toilet Block at New Island Platform on Labour Contract Basis in connection with Construction of New Island Platform and Refurbishing of Existing Platforms including Platform Shade at Santragachi Railway Station regarding Station Development Work for South Eastern Railway in West Bengal”**

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 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 of B&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. In case of discrepancy between quoted rate and amount, rate shall prevail. Offer of the bidder(s) shall be **“opened in Camera”**.

4. Submission of a tender by a tenderer implies that he has read this NIT and all other Tender Documents and has made himself aware of the scope and the specifications 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. **Procedure for Submission of Bid:**

i) Rs. 1,000/- + 18% GST (i.e. Rs. 180.00) = Rs. 1,180/- i.e. (Rupees One Thousand One Hundred Eighty only) payable by Demand Draft (D.D.) / Pay Order / Banker's Cheque drawn from any Nationalized Bank, in favour of Bridge And Roof Co. (I) Ltd., payable at Kolkata shall be submitted along with Tender documents **(No A/c Payee Cheque shall be considered)**.

The offer of the bidder shall not be considered further if the Cost of Tender Document is not submitted in the form and manner as stated above and their offer is liable to be rejected.

ii) The successful Tenderer shall accept the LOI within 03(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&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&R shall without prejudice to any other right or remedy, be at liberty, by giving 10 days' notice in writing to the contractor to commence the work and to revoke /rescind the letter to intent.

6. Bid shall be submitted **in two stage four cover system**:

a) **Stage-I** : Containing one Copy each of following documents:

Cover - I Bidder should submit the **Tender Fee, Letter of Submission (in Bidder's letter head), No Deviation Certificate (in Bidder's Letter Head), Detail of information to be furnished by the bidder (in Bidder's Letter Head) and If Limited Company or Pvt. Limited Company, Power of Attorney in favour of the person who has signed the bid (on Non-Judicial Stamp Paper), etc. as prescribed** in Technical Cover 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.

Cover-II Documents pertaining to **Qualifying Criteria** furnished in Annexure – I of the NIT.

Cover-III Signed & Stamped NIT, ITB, GCC, SCC, Un-priced SOQR, i.e. complete NIT documents as a token of acceptance along with all other submittals as prescribed in the Bidding document.

b) **Stage- II:**

Financial (Cover-IV) Containing original priced offer in the prescribed format (SOQR) of the tender document duly signed and stamped.

Telegraphic or Fax or Email offers shall not be accepted under any circumstances.

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 party if considered necessary or to cancel the Tender, rests with B&R.

Due date for submission of Tender Document is **19/06/2024 upto 15:00 Hrs.** and shall be addressed to

**Senior Manager,
Bridge And Roof Co. (India) Ltd.,
Santragachi Station Development Work site,
1st Floor, New Station Building, Platform No. 6
Santragachi, PIN- 711 111, West Bengal**

7. Tender submitted by tenderer shall remain valid for acceptance for a period of **90 (Ninety)** days from the date set for opening of 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&R.

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

9. **Bidder should submit the following documents in "Hard Copy" along with Techno-commercial Bid :-**

a) **Rs. 1,000/- + 18% GST (i.e. Rs. 180.00) = Rs. 1,180/- i.e. (Rupees One Thousand One Hundred Eighty only)** payable by Demand Draft (D.D.) / Pay Order / Banker's Cheque drawn from any Nationalized Bank, in favour of Bridge & Roof Co. (I) Ltd., payable at Kolkata shall be submitted along with Tender documents **(No A/c Payee Cheque shall be considered)**. (Non- refundable) (in original)

- b) **MSMEs / NSIC / SSI registered parties:** Copy of the valid registration.
 - c) **Power of Attorney** in favour of the person who has signed the bid if Limited / Private Limited Company.
 - d) **Letter of Submission** (in Company's letter head) as per prescribed format [Annexure- II (A)].
 - e) **Detail of information** to be furnished by the bidder in separate sheet [Annexure- II(B)].
 - f) **No Deviation Certificate** in Bidder's Letter Head as per prescribed format [Annexure- II (C)].
 - g) **Declaration for knowledge** about entire site conditions (in Company's letter head) [Annexure- II (D)].
 - h) **Compliance Certificate Regarding Bidders from Countries which shares a Land Border with India** in Bidder's Letter Head (**Annexure-G**).
 - i) **Purchase "Preference to Make in India" regarding Minimum Local Content is applicable for the "Local Suppliers" for the items/Services covered in the Tender (Annexure -F).**
10. In case of Tie between two or more bidders at L – I position, all the L – I bidders shall be asked to submit discount over previous quoted rate in a sealed envelope. The same price bids shall be opened in presence of the intending bidders & the bidder offering maximum discount shall be considered as the L1 bidder.
 11. Unless otherwise specified, techno-commercial bids will be opened on the same working day on last due date of submission of offer at 17:30 hrs.
 12. 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&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.
 13. 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.

14. Each Tender shall be signed by the Tenderer with stamp. 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 contractor.
15. With their quotations the Tenderers shall submit with stamp and 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.
16. 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.
17. 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.
18. 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.
19. No Agreement is valid unless signed by Contractor or his duly authorized Agent and by a competent a person on behalf of the Employer.
20. 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.
21. 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.
22. Acceptance of the tender will be intimated to the successful Tenderer through a Letter of Intent.
23. On completion of the work, Contractor will hand over the work to the Employer /B&R in approved format and after clearing the site to the entire satisfaction of the Owner.
24. Before issuance of the Work Order, the Tender Inviting Authority may verify the credential & 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 & debarred from participation in the Re- Tender.
25. 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 or if there is any suppression of documents, the Tenderer will be suspended from participating in the tenders on e-Tender platform for 3(three) years. In addition, his user ID will be deactivated. Besides, B&R may take appropriate legal action against such defaulting Tenderer.

26. 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 1(one) 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.
27. After getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
28. 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.
29. 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 submit the documents as asked; otherwise, the bid will be rejected.

Signed & Stamped of Tenderer

Letter of Submission

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

- A. Single Percentage Rate Tender for **“Execution of Toilet Block at New Island Platform on Labour Contract Basis in connection with Construction of New Island Platform and Refurbishing of Existing Platforms including Platform Shade at Santragachi Railway Station regarding Station Development Work for South Eastern Railway in West Bengal”**

TENDER

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 & 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 Labour contract regarding **“Execution of Toilet Block at New Island Platform on Labour Contract Basis in connection with Construction of New Island Platform and Refurbishing of Existing Platforms including Platform Shade at Santragachi Railway Station regarding Station Development Work for South Eastern Railway in West Bengal”**

I, within the time specified in Tender and in accordance in all respects with the specifications and the Conditions of contract (GCC & SCC) 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. 1,000/- + 18% GST (i.e. Rs. 180.00) = Rs. 1,180/- i.e. (Rupees One Thousand One Hundred Eighty only)** payable by Demand Draft (D.D.) / Pay Order / Banker's Cheque drawn from any Nationalized Bank, in favour of Bridge & Roof Co. (I) Ltd., payable at Kolkata shall be submitted along with Tender documents **(No A/c Payee Cheque shall be considered)**.

We accept that we will automatically be kept under Black Listing /Holiday List from being eligible for bidding in any contract with Bridge & Roof Co.(I) Ltd. (B&R) for the period of 2 years from the date of occurrence, 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&R during the period of bid validity, fail or refuse to execute the Contract, if required.

Further, if I/we fail to commence work as specified, I/we agree that Bridge & 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/security deposit 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.

Signature of Contractor & Postal Address

Date :

Witness:

Address:

Occupation:

BRIDGE & ROOF CO. (I) LTD.

NO DEVIATION CERTIFICATE

[TO BE SUBMITTED IN BIDDER'S LETTER HEAD]

To,
Senior Manager,
Bridge And Roof Co. (India) Ltd.,
Santragachi Station Development Work site,
1st Floor, New Station Building, Platform No. 6
Santragachi, PIN- 711 111, West Bengal

NIT NO.: B AND R/51110/TD/LC/TOILET BLOCK WORK/01 DATE 05/06/2024

Subject: No Deviation Certificate regarding "Execution of Toilet Block at New Island Platform on Labour Contract Basis in connection with Construction of New Island Platform and Refurbishing of Existing Platforms including Platform Shade at Santragachi Railway Station regarding Station Development Work for South Eastern Railway in West Bengal".

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 & 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 offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references

Thanking you,

Yours faithfully,

(Signature, date & 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)

NIT NO.: B AND R/51110/TD/LC/TOILET BLOCK WORK/01 DATE 05/06/2024

We, _____ (Name of the Contractor & their Full Address) _____
_____ hereby declare and confirm that we have visited
the project site under the subject namely, regarding **“Execution of Toilet Block at New Island Platform on Labour Contract Basis in connection with Construction of New Island Platform and Refurbishing of Existing Platforms including Platform Shade at Santragachi Railway Station regarding Station Development Work for South Eastern Railway in West Bengal.”** 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 conditions.

Tenderer's Name & Address

(Signature of the Tenderer with Stamp)

Place :

Date :

**BRIDGE & ROOF CO. (INDIA) LTD
(A GOVT. OF INDIA ENTERPRISE)**

**Santragachi Station Development Work site,
1st Floor, New Station Building, Platform No. 6
Santragachi, PIN- 711 111, West Bengal**

**EXECUTION OF TOILET BLOCK AT NEW ISLAND PLATFORM ON LABOUR
CONTRACT BASIS IN CONNECTION WITH CONSTRUCTION OF NEW ISLAND
PLATFORM AND REFURBISHING OF EXISTING PLATFORMS INCLUDING PLATFORM
SHADE AT SANTRAGACHI RAILWAY STATION REGARDING STATION
DEVELOPMENT WORK FOR SOUTH EASTERN RAILWAY IN WEST BENGAL**

NIT NO.: B AND R/51110/TD/LC/TOILET BLOCK WORK/01 DATE 05/06/2024

ANNEXURE - III

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)**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 requires:

- 1.1 "Owner" shall mean "South Eastern Railway under Ministry of Railways", Government of India (here-in-after called SER) and shall include their authorized representatives, successors and permitted assigns as well as their authorized officer / representatives.
- 1.2 "WORK or CONTRACT WORK" shall mean and include supply of all type of required manpower (i.e. skilled, unskilled and semi-skilled labour etc.) to the entire satisfaction of B&R & Owner.
- 1.3 The "Employer" or "Company" shall mean Bridge And Roof Co. (I) Ltd. (hereinafter called B&R) employed by by South Eastern Railway as an agency for **Execution of Toilet Block at New Island Platform on Labour Contract Basis in connection with Construction of New Island Platform and Refurbishing of Existing Platforms including Platform Shade at Santragachi Railway Station regarding Station Development Work for South Eastern Railway in West Bengal** and shall include their authorized representatives, successors, permitted assigns.
- 1.4 "Acceptance of Tender" shall mean the Acceptance of Tender issued by the B&R 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&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&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 & Roof Co. (India) Ltd. and the Contractor together with documents referred to therein including their conditions with annexure(s) and any special conditions, the specifications, designs, 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 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 and utilities.

- 1.14 "Defect Liability Period" shall mean the defect liability period as specified in the contract and "maintenance Period" shall mean them maintenance Period as specified in the contract.
- 1.15 The "Engineer-in-Charge" shall mean the Engineer or other officer of the B&R for the time being nominated by the B&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 Bidders' 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 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&R/Owner 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&R/Owner 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 part on of the job site.
- 1.30 "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.

- 1.31 "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&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.
- 1.32 "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.
- 1.33 "Project" shall mean the project embracing the work(s) forming the subject matter of the Contract.
- 1.34 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.
- 1.35 "Schedule of Rates" or "Price Schedule" shall mean the Schedule of Rates or Price Schedule annexed to the Acceptance of Tender.
- 1.36 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.
- 1.37 "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, labour, construction and 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).
- 1.38 Work Order shall mean 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.
- 1.39 Engineer-in-charge shall mean 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.

2.00 SCOPE OF WORK :

- 2.01 The work in general shall consist of **Execution of Toilet Block at New Island Platform on Labour Contract Basis in connection with Construction of New Island Platform and Refurbishing of Existing Platforms including Platform Shade at Santragachi Railway Station regarding Station Development Work for South Eastern Railway in West Bengal** to be carried out in accordance with the drawings and Schedule of Quantities & Rates.
- 2.02 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. 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 or as directed by B&R.

B&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&R's instructions" in regard to:

- 2.03 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).
- 2.04 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.
- 2.05 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.
- 2.06 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 **Execution of Toilet Block at New Island Platform on Labour Contract Basis in connection with Construction of New Island Platform and Refurbishing of Existing Platforms including Platform Shade at Santragachi Railway Station regarding Station Development Work for South Eastern Railway in West Bengal**. Detailed scope of work is defined elsewhere in the tender.

3.02 Site Location:

The work site is situated at the premises of Santragachi Railway Station, Santragachi, Howrah, West Bengal- 711111 at a distance of 10 K.M. approximately from Howrah Railway Station, 15 K.M. approximately from Esplanade, Kolkata & 28.5 K.M. approximately from Dum Dum International Airport, Kolkata 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.

- 3.04 **For site visit the Tenderer may contact with Sri Bikash Sarkar, Senior Manager, Mob. No. 9051945666.**

3.05 **Local Conditions:**

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 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, ESIC 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.

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 **SCHEDULE OF QUANTITIES & RATES:**

The quantities for various items of works as shown in the Schedule of Quantities & Rates of probable items of works are based on the basic design drawing prepared and issued by B&R's Client. However, if quantity variations become necessary due to Design consideration / Site conditions etc. those have to be done by the contractor at the time of execution of work at their finally accepted rates(s). **No conditional rate will be allowed in any case.**

5.00 **QUANTITY VARIATION:**

The Quantities indicated in SOQR are approximate and those may vary upward and downward to any extent within the quoted rate of the bidder and such variation over contract quantities shall not be liable for any additional claim. However, the total Contract Price may vary up to $\pm 20\%$ due to increase or decrease in the executed Quantities.

6.00 **LABOUR:**

- 6.01 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.
- 6.02 The Contractor shall furnish to the Engineer-in-Charge at the intervals mentioned by Engineer-in-Charge, a distribution return of the number & 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 thereunder and the amount paid to them.
- 6.03 The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contractor's Labour Regulations.
- 6.04 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.
- 6.05 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 thereunder from time to time.
- 6.06 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.

- 6.07 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-fulfilment 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.
- 6.08 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 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 & 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.
- 6.09 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.
- 6.10 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.
- 6.11 Failure to comply with Model Rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Contractor liable to pay to the Company as liquidated damages as applicable as per prevailing Rules for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contractor's Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

7.00 SITE INSPECTION REGISTER:

- 7.01 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.
- 7.02 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.

8.00 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&R.
- b. Entire work has to be carried out in accordance with the drawings which will be issued time to time, if any, by B&R.

9.00 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 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.

10.00 SECURITY DEPOSIT/RETENTION MONEY:

- i) **5% (Five percent)** of gross value of each R/A bill will be deducted by cash and retained with the Company towards Retention Money for the due & faithful performance of the Contractor's obligations under the Contract.
- ii) Total retention money shall be released without any interest 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.

11.00 DEFECTS LIABILITY PERIOD:

The Contractor shall guarantee and maintain the works for a period of 365 days or one monsoon whichever is later. The Contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-Charge, any defect which may develop or may be noticed before the expiry of Defect Liability Period/ Maintenance period.

12.00 RATES FOR PAYMENT:

The rates given in the attached schedule of rates tendered by the contractor and as accepted by the B&R will form the basis of payment for such items under this contract.

13.00 COMPLETION TIME:

- 13.01 Unless otherwise specified by B&R the Contractor is required to commence the work **within 07 (Seven) days** from the date of issue of Letter of Intent by B&R.
- 13.02 Time is the essence of the contract. Entire work as detailed in tender specification shall be completed within **02 (Two) months** from the date of issuance of LOI or handing over the Site, whichever is later as per detail programs to be indicated by B&R in due course of time. Contractor has to mobilize adequate resources to meet B&R's commitments to client as indicated from time to time.
- 13.03 In case due to reasons not attributable to the Contractor, the work gets delayed and scheduled date of completion gets extended, time extension will be granted by B&R but in no case over run compensation will be payable. Contractor shall be bound to execute the works under extended period in all respects at the same rates, terms & conditions.
- 13.04 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&R. The decision of Engineer-in Charge of B&R on completion date shall be final and binding on the Contractor.

14.00 LABOUR GATE PASS ISSUES RELATED TO LABOUR UNION

The contractor shall provide all the documents necessary for labour gate pass and shall be responsible to sort out all the problems regarding gate pass and local labour unions of different nature.

15.00 DELAY IN EXECUTION OF WORK:

If the works be delayed by:

- (a) Force major or
- (b) Abnormally bad weather, or
- (c) Serious loss or damage by fire, or
- (d) Civil commotion, local combination of workmen, strike or lock out affecting any of the trades employed on the work, or
- (e) Delay on the part other Contractors of tradesman 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 & 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 Endeavour's 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.

16.00 MATERIAL ISSUE

Except otherwise specified here-in-before & after B&R shall provide to the contractor free of cost, all materials (under B&R scope) as required for the work from B&R's stores within the project premises.

17.00 CONSUMABLES:

The Contractor shall arrange at his own cost all consumable 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 consumable commensurate to work programme, B&R shall then provide to the Contractor the necessary consumables and recover from the running account bills at the rates mentioned below :

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

18.00 ALTERATION IN THE SCOPE OF WORK:

18.01 B&R may, at any time(s) before or after the commencement of the work, by notice in writing issued to the Contractor, alter the scope of work by increasing or reducing the works or the jobs required to be done by the Contractor or by adding thereto or omitting there from any specific works or jobs or operations or by substituting any existing works or jobs or Operations with other works or jobs and / or operations, or by requiring the Contractor to perform any additional works in or about the job site, and upon receipt of such notice, the Contractor shall execute the job(s) as required within the altered scope of work.

18.02 If any alteration in the scope of work shall in the opinion of the Contractor, necessitate any extension in the time for completion, the provisions of Clause of SCC hereof and associated clauses with regard to the extension of time shall apply.

- (a) If such alteration shall, in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the Contractor, necessitate the performance of any work not covered by the Schedule of Rates, the remuneration for such work or

portion or item thereof not covered by Schedule of Rates shall be determined in accordance with the provisions of relevant clauses of contract.

- (b) If in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the CONTRACTOR any alteration in the scope of the work shall result in any reduction or increase or change in the work or supply covered by the lump sum price so as to render unreasonable the lump sum price, the lump sum Price shall be increased or reduced, as the case may be, in accordance with Clauses of contract.

19.00 COMPENSATION FOR DELAY/ LIQUIDATED DAMAGES:

The contractor shall pay liquidated damages to B&R for the whole of the works are **0.1%** per day that the Completion Date is later than the Intended Completion Date. The maximum amount of liquidated damages for the whole of works shall not exceed **10%** of the final Contract Price. B&R may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

If the Intended Completion Date is extended after liquidated damages have been paid, the project manager shall correct any overpayment of liquidated damages by the contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment as per instruction of Engineer-in-charge.

20.00 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 Contract or resorting to lock out and if the strike or lockout declared is not settled within a period of one month, B&R shall have the right to get the work executed through any other agencies and the cost so incurred by B&R shall be deducted from the Contractor's bills.

21.00 SEQUENCE OF WORK:

Contractor shall plan the sequence of all works so as to achieve the desired progress keeping in mind overall safety and stability at all points of time.

If due to a particular design or specification or availability of machines or any other reason, a particular sequence of operation is demanded by the engineer due to which some interruptions are inherent to anyone or more types of work or items of execution, then no claim for such interruption shall be entertained and Contractor shall have to follow the sequence as instructed by the engineer.

22.00 DEPLOYMENT OF LABOUR & SUPERVISORY PERSONNEL:

The quoted rates given in the Schedule of Quantities & Rates are inclusive of the Contractor's rate to provide all labours, and he shall thereof, deploy and engage, within the quoted rates, all categories of skilled/semi-skilled/un-skilled workmen as required, directly or indirectly for the execution or completion of the works in all respect in a perfectly workmanship like manner as per approved specifications, drawings and the Time Schedule/Programme of Completion.

23.00 SUPERVISORY PERSONNEL:

The Agency shall depute adequate number of experienced Supervisors necessary for carrying out of the work maintaining good quality and satisfaction of Engineer in Charge.

If at any point, it is observed by the Company that, deployment of supervisory personnel is inadequate and the progress of work is affected, the Company shall engage Supervisors for the Agency's work at Agency's risk and cost. The cost incurred by the Company shall be recovered from the Agency's Running Account Bills.

24.00 INSPECTION OF WORK:

Client/B&R's Engineer and Company's representatives will have full power and authority to inspect the works at any time whenever in progress whether at site or at Contractor's premises and the contractor shall afford and procure for them every facility and assistance required to carry-out such inspection and shall make available to them free of cost.

25.00 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 power of the Engineer-in-Charge.
- (ii) All instructions, notice and communication 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.

26.00 LIABILITY FOR DAMAGE DEFECTS OF IMPERFECTION AND RECTIFICATION THEREOF:

If the Contractor or his workmen or employees shall in jure 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.

27.00 INSPECTION & APPROVAL:

27.01 All works embracing more than one process shall be subjected to examine & approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or 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 power 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.

27.02 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 work 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 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.

27.03 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.

28.00 REMOVAL OF WORKMEN:

The Contractor shall employ in and about the execution of the 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 persons 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 permission of the Engineer-in-Charge.

29.00 WORK DURING NIGHT OR ON SUNDAYS & 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.

30.00 COMPLETION CERTIFICATE:

As soon as the work is completed, the Contractor shall give notice of such completion to the Engineer-in-Charge and within a reasonable period of receipt of such notice the Engineer-in-Charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificates for such item or groups of items.

31.00 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 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 Company 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.

32.00 FORECLOSURE :

If at any time after acceptance of the tender, the Company shall decide to abandon or reduce the scope of the works for any reason whatsoever & hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice to that effect to the contractor & 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.

35.1 The contractor shall be paid at Contract Rates full amount for work as per percentage break up of item rates executed at site.

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

33.00 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 partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of 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 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 the surviving partners of the Contractors firm liable in damaged for not completing the Contract.

34.00 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 & the same should be

Certified/Accepted by Owner.

- (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.

35.00 METHODS OF MEASUREMENT:

Except where any general or detailed description of the work in quantities expressly those to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Quantities/Specification notwithstanding any provision in the relevant standard method of Measurement or any general or local custom.

- 36.00**
- a) All payment will be made from our Irrigation Canal Project Site Office by e-payment (NEFT/RTGS).
 - b) Progress Payment shall be released to the Contractor against monthly running account bills duly certified by Engineer-in-charge after affecting the necessary deductions. The Bills for payment against various items shall be as follows:
 - i) 95% of monthly running Account Bill duly certified by the B&R's Engineer-in-charge shall be paid within one month from the date of submission of bill by the Contractor and after receipt of corresponding Payment from Client.
 - ii) Balance 5% (Retention Money) will be paid after completion of Defect Liability Period.

Payment shall be released after getting corresponding payment from Client.

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

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

37.00 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.

38.00 TAXES AND DUTIES

The Contractor should be registered with GST authority, Contractor shall be exclusively responsible for payment of all Taxes, Royalties etc. (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.

39.00 GST-TDS:

GST-TDS will be deducted by cash at source from Contractor's 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 & Rules framed there under at such rates as maybe applicable from time to time.

40.00 CANCELLATION OF CONTRACT:

(l) If the Contractor:

- (a) at any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 07 days from the Engineer-in-Charge.
Or
- (b) Commits default in completing with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 07 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
Or,
- (c) Fails to complete the Works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
Or,
- (d) Shall offer or give or agree to give to any person in Company's service or to any other person on his behalf any gift of consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Company.
Or,
- (e) Shall enter into a Contract with the Company in connection with which omission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/ Engineer-in-Charge.
Or,
- (f) Shall obtain a Contract with the Company as a result of ring tendering or other non-bonafied methods of competitive tendering
Or,
- (g) Being an individual, or if firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction under any Insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
Or,
- (h) Being a Company, shall pass a resolution or the Court shall make an order the liquidation of his affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager.
Or,

- (i) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
Or,
 - (j) Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority, the Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Company by written notice cancel the Contract as a whole or only such items or work in default from the Contract.
- (II) The Accepting Authority shall on such cancellation have powers to:
- (a) take possession of the Site and any materials constructional plant, implements, stores, etc., thereon and/or
 - (b) carry out the incomplete work by any means at the risk and cost of the Contractor.
- (III) Any excess expenditure incurred or to be incurred by the Company in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the company 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 upon in writing to pay the same within 30 days.

41.00 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 & conditions related to Safety at Site is attached).

42.00 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.

43.00 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.

44.00 SPECIFICATION AND INSPECTION:

- (a) Entire work has to be carried out strictly as per the standards, Technical specifications, Scope of work, and drawings of B&R & Owner as applicable for this works.
- (b) Works will be accepted only after the same is inspected and accepted by B&R & Owner.

45.00 SITE VISIT BY THE CONTRACTOR:

By submitting the bid, bidders shall be deemed to have inspected and examined the work site, its surroundings, locality, nature of the ground, the scope and nature of work for the completion of work, safety requirements, quality requirements, environmental requirements, statutory requirements and other requirement of B&R. 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 cost towards compliance to statutory rules and all other charges necessary for completion of the work. 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.

46.00 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES:

Within 30 (thirty) days from the issue of LOI/WO whichever is earlier the Contractor shall register themselves and the Contractor at their own cost with all relevant Governmental Authorities and as may be required pursuant to Applicable Law, including without limitation, the Reserve Bank of India, Income Tax authorities and GST authorities. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to the Client/B&R for record.

47.00 SITE CLEANING:

The Contractor shall take care for cleaning the Site from time to time for easy access to the site and also from safety point of view. All such work shall be carried out by the Contractor at its own cost and risk.

The Site should be always kept cleaned up to the full satisfactions of the Engineer-in-Charge. Before handing over the entire facilities or a part thereof to the Owner & B&R the Contractor in addition to other formalities to be observed as detailed in the document shall clear the site to the full satisfaction of the Engineer-in-Charge and the Governmental Authority having jurisdiction over it.

48.00 GATE PASS FORMALITY:

Since the entire security system is controlled by Security Personal, all the labours/staffs should have proper identification cards along with individual police verification reports, Medical Fitness Certificate so that necessary gate passes can be arranged for them. All other safety & security measures of the plant should be strictly followed by the Contractor.

49.00 SPLIT UP CONDITION:

One agency may be considered.

In case of participation of NSIC/MSME/SSIC Vendor and their quoted amount is within L1 bidders quoted amount + 15% NSIC/MSME/SSIC Vendor will be given preference for awarding 25% value of job subject to acceptance of L1 bidder's agreed rate, terms & condition.

50.00 WATER & ELECTRICITY:

Construction Water and Power shall be provided by the B&R.

51.00 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 interpretation 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:

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 & 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 Kolkata High Court.

In the event of any dispute of 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 Dept.) between company (B&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 & 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 12.6.2013 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. Of India or any modification issued in this regard.

52.00 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 & ROOF CO. (INDIA) LTD
(A Govt. of India Enterprise)
Santragachi Station Development Work site,
1st Floor, New Station Building, Platform No. 6
Santragachi, PIN- 711 111, West Bengal

NIT No.: B AND R/51110/TD/LC/TOILET BLOCK WORK/01 DATE 05/06/2024

EXECUTION OF TOILET BLOCK AT NEW ISLAND PLATFORM ON LABOUR CONTRACT BASIS IN CONNECTION WITH CONSTRUCTION OF NEW ISLAND PLATFORM AND REFURBISHING OF EXISTING PLATFORMS INCLUDING PLATFORM SHADE AT SANTRAGACHI RAILWAY STATION REGARDING STATION DEVELOPMENT WORK FOR SOUTH EASTERN RAILWAY IN WEST BENGAL

ANNEXURE-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

BRIDGE & ROOF CO. (INDIA) LTD**SPECIAL CONDITIONS OF CONTRACT (SCC)****1.00 GENERAL:**

- 1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), specifications of work, drawings and other documents forming part of this contract wherever the context so requires.
- 1.2 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.
- 1.3 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.
- 1.4 Wherever it is mentioned in the specifications that the contractor shall perform certain works or provide certain facilities, it is understood that the 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.
- 1.5 The 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.

- a) Company : Bridge And Roof Co. (India) Ltd. (B&R) having its registered office at "Kankaria Centre", 2/1, Russel Street, (5th Floor), Kolkata – 700071, inviting this Tender.
- b) Employer/Owner : South Eastern Railway under Ministry of Railways", Government of India (here-in-after called SER) and shall include their authorized representatives, successors and permitted assigns as well as their authorized officer / representatives.
- c) Client : IRCON International Limited
- d) Consultant : Assystem STUP
- e) Tenderer/Bidder : The firm/party who shall tender quotation to the Company.
- f) Contractor/
Successful Bidder : The Tenderer whose quoted offer will be accepted, either in full or in part, by the Company.
- g) Work(s) : Jobs that are to be executed by the Contractor as awarded to him by the Company.
- h) 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 & conditions etc. as are finally & mutually agreed to between the Company and the Contractor.
- i) Site/Worksite : The premises where the work will be executed by the Contractor and shall include the lands, buildings, structures etc.
- j) Engineer-in-Charge : The Officer/Engineer nominated & authorized by the Company for the time being for the purpose of operating the Contract or any work covered there under.
- k) Accepting Authority : Chairman Cum Managing Director of the Company.

3.00 **SCOPE OF WORK:**

Scope of work to be executed under this tender shall include but not limited to the following works which is only indicative but not exhaustive. The contractor shall carry out and complete all related works so as to make the scheme complete in all respect and to deliver the desired output/performance.

Scope of Supply by Bidder

- a) All types of required manpower (i.e. Skilled, unskilled & semi-skilled labour etc.) will be totally arranged by the contractor for execution of work.
- b) Any other Tools & Tackles. will be arranged by contractor as per requirement.
- c) BOCW Cess as per statutory rules.

Scope of supply of B AND R

- a) All types of materials required or construction work free of cost.
- b) Equipment, Machineries, Construction Drawing free of cost.
- c) All types of PPEs like safety shoes, safety net, safety glasses, safety belts, safety helmet, gum boots, hand gloves etc. free of cost.
- d) Construction Water & Electricity supplied by B and R Free of cost.
- e) Workmen Accommodation free of cost

4.00 **DETAIL SCOPE OF WORK:**

The work consist of **Execution of Toilet Block at New Island Platform on Labour Contract Basis in connection with Construction of New Island Platform and Refurbishing of Existing Platforms including Platform Shade at Santragachi Railway Station regarding Station Development Work for South Eastern Railway in West Bengal** to be carried out in accordance with the drawings and Schedule of Quantities & Rates. It includes furnishing all types of labour 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.

5.00 **DEFECTS LIABILITY PERIOD:**

The Contractor shall guarantee and maintain the works for a period of 365 days or one monsoon whichever is later. The Contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-Charge, any defect which may develop or may be noticed before the expiry of Defect Liability Period/ Maintenance period.

6.00 **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.

7.00 **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 & payable by the bidder under the provisions of applicable law/act shall be paid extra by B&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&R. Declaration as per format given in Annexure-I to be submitted along with 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 11th and GSTR-3B within 20th of next month & Mismatch in return of B&R due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.

In case, B&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&R by issuance of suitable credit note to B&R. In case, contractor does not issue credit note to B&R, B&R would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery. Bidder shall specify the nature of GST applicable (i.e. IGST OR CGST & SGST) Bidder having registration in other **state (except West Bengal)** shall raise their Tax Invoice by charging IGST only.

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

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&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&R with their invoices failing which B&R shall not make any reimbursement of such GST."

Note:

Goods & 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&R.

GST-TDS:

As per section 51 of CGST Act 2017, B&R shall deduct at source @ 1% CGST & @ 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 & the place of supply is in a State or Union Territory, which is different from the recipients registration State.

OTHER TAXES & 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. B&R shall have the right to deduct all other charges as mentioned above from the Bidder's Bill(s)/any other due payment. In case B&R is forced to pay any such for the above, B&R shall have the right to recover the same from the Bidder either from Running Bills or otherwise as deemed fit.

8.00 NEW LEVIES/TAXES :

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

9.00 INCOME TAX:

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

10.00 PROVIDENT FUND:

The 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 contract agreements for the said works.

The Contractor undertakes that all employees, either employed by him, or by his Contractor, or permitted assigns, would be covered under the above scheme from the date of commencement of work. The 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 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 Contractor and its Contractors shall be duly registered under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees' State Insurance Act, 1948 and the Contractor shall duly and timely pay and ensure payment by its Contractors of contributions and its/their employees to the Authorities prescribed under the said Acts and any schemes framed thereunder 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&R before the end of every calendar months. In case the relevant provident fund Authority's receipt/challans referred to above are not furnished, B&R 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 Contractor only on production of challan/receipts of the relevant provident fund Authority for the period covered by the related deduction.

11.00 DIRECT TAX:

B&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&R before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by B&R as per the provisions of Income Tax Act.

12.00 BOCW CESS:

Quoted Price shall be inclusive of BOCW Cess.

In Order to government 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 Contractor shall strictly comply with the provisions pertaining to RE&CS Act. The Contractor must be registered with the concerned authorities under the RE&CS Act, or in case of non-registration the Contractor should obtain registration within one month of the award of the contract.

Cess as per the prevailing rate @ 1% shall be deducted at source from bills of the 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 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&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.

13.00 WORKMEN'S ACCOMMODATION:

Free Accommodation shall be provided by B&R for the workmen of contractor at the labour hutment outside the Project Premises.

14.00 ENGINEER'S DECISION IN RESPECT OF LABOUR DEPLOYMENT:

Contractors shall arrange necessary labours as will be required to execute the works within the programmed schedule. In case this is felt by the Engineer-in-charge that the labours as deployed by the Contractors in works is not adequate, the Contractors shall be bound to increase the labour strength as per the instruction of the Engineer-in-charge without any extra cost to B&R for such increase of labour.

15.00 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 relevant clauses of contract.

16.00 MEASURE TO PROTECT OWNER'S/VENDEE'S & B&R'S PROPERTY:

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

17.00 TERMINAL BENEFIT:

The quoted rates are inclusive of terminal benefits, which will be paid to the workers by the Contractors, as per statutory provision.

18.00 RATE REVISION:

Rates quoted by the contractor will remain firm till completion of the work. Claim for revision of rates on any ground whatsoever will not be admissible during the entire period of work.

19.00 CONSUMABLES:

The Contractor shall arrange at his own cost all consumable (Like binding wire, wire nails, etc.) 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 consumable commensurate to work programme, B&R shall then provide to the Contractor the necessary consumables and recover from the running account bills at the rates mentioned below :

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

20.00 DEPLOYMENT OF UN-SKILLED 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.

21.00 SUB – CONTRACT:

The Contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.

22.00 TIE CLAUSE:

In case of Tie between two or more bidders at L – I position, all the L – I bidders shall be asked to submit discount over previous quoted rate in a sealed envelope. The same price bids shall be opened in presence of the intending bidders & the bidder offering maximum discount shall be considered as the L1 bidder.

23.00 RETENTION MONEY :

- i) **5% (Six percent)** of gross value of each R/A bill will be deducted by cash and retained with the Company towards Retention Money for the due & faithful performance of the Contractor's obligations under the Contract.
- ii) Total retention money shall be released without any interest 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.

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&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.

24.00 Terms of Payment:

- a) All payment will be made from our Santragachi station Development Project Site Office by e-payment (NEFT/RTGS).
- b) Progress Payment shall be released to the Contractor against monthly running account bills duly certified by Engineer-in-charge after affecting the necessary deductions. The Bills for payment against various items shall be as follows:
 - d) 95 % of monthly running Account Bill duly certified by the B&R's Engineer-in-charge shall be paid within one month from the date of submission of bill by the Contractor and after receipt of corresponding Payment from Client.
- ii) Balance 5% (Retention Money) will be paid after completion of Defect Liability Period.

Payment shall be released after getting corresponding payment from Client.

25.00 COMPENSATION FOR DELAY/ LIQUIDATED DAMAGES:

The extension of time for completion of the work shall be governed by Clause 17-A & 17-B of the General Condition of Contract (GCC) -2014 of SE Railway amended upto the date of issue of NIT, and the contractor shall be responsible for requesting such extension in terms thereof. B&R/IRCON may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Engineer may decide. On such extension B&R/IRCON will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to ½ of 1% of the contract value of the works for each week or part of the week.

B&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&R will not be required to prove that he has incurred such amount as actual damage.

26.00 SAFETY:

The Agency shall follow and adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall, within the Quoted Rates, comply with the B&R's/Owner's Safety Rules, code & practice etc. as prevalent at site of work. All safety device, instruments and accessories etc. and precautionary measures shall be arranged and provided by the Agency at own cost.

The work shall be carried at Irrigation Canals. The working shall be in line with safety norms as prevalent in the Irrigation Canal Project.

Tender to study and comply with the Rules & Regulation as stated in "ESHS i.e. Environmental, Social (including Sexual Exploitation and Abuse (SEA) and Gender Based Violence (GBV)), Health and Safety Requirements."

27.00 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT:

27.01 The Contractor shall be responsible for the safety of all activities on the Site.

27.02 The Contractor shall:

- a) comply with all applicable health and safety regulations and Laws;
- b) comply with all applicable health and safety obligations specified in the Contract;
- c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
- d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
- e) provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Completion Certificate;
- f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land;
- g) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;
- h) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor's Personnel;
- i) Put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health.
- j) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- k) where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and

Establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

The Contractor shall submit to the Project Manager for its approval a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out all the health and safety requirements under the Contract,

a) which shall include at a minimum:

- i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
- ii) details of the training to be provided, records to be kept;
- iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
- iv) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;
- v) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
- vi) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labor;
- vii) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with relevant clauses of contract and

b) Any other requirements stated in the Specification.

27.03 Protection of the environment

i) The Contractor shall take all necessary measures to:

ii) protect the environment (both on and off the Site); and

Limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specifications, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager.

28.00 **ARCHAEOLOGICAL AND GEOLOGICAL FINDINGS**

All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

a. take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;

b. train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and

c. implement any other action consistent with the requirements of the Specifications and relevant laws.

The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

29.00 VIOLATION OF SAFETY NORMS:

The Agency shall adhere consistently to all provisions of HSE requirements. In case of non-compliances and also for repeated failure in implementation of any of the HSE provisions, Client/Owner may impose stoppage of work without any cost and time implication to the Owner and/or impose a suitable penalty.

30.00 INSURANCE

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events which are due to the Contractor's risks:

- a. loss of or damage to the Works, Plant, and Materials;
- b. loss of or damage to Equipment;
- c. loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d. Personal injury or death.

Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

Both parties shall comply with any conditions of the insurance policies.

BRIDGE & ROOF CO. (INDIA) LTD
(A Govt. of India Enterprise)

SITE OFFICE :
Santragachi Station Development Work site,
1st Floor, New Station Building, Platform No. 6
Santragachi, PIN- 711 111, West Bengal

EXECUTION OF TOILET BLOCK AT NEW ISLAND PLATFORM ON LABOUR CONTRACT BASIS IN CONNECTION WITH CONSTRUCTION OF NEW ISLAND PLATFORM AND REFURBISHING OF EXISTING PLATFORMS INCLUDING PLATFORM SHADE AT SANTRAGACHI RAILWAY STATION REGARDING STATION DEVELOPMENT WORK FOR SOUTH EASTERN RAILWAY IN WEST BENGAL

NIT NO.: B AND R/51110/TD/LC/TOILET BLOCK WORK/01 DATE 05/06/2024

FORMATS

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&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 & conditions:

B&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 & 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', falling 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) & 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 & 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 & 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 -I.

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:

**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. |
| 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

RESPONSIBILITY MATRIX (SITE INFRASTRUCTURE & OTHER)

Sl. No.	Activity	SCOPE OF B&R	SCOPE OF BIDDER
1	Construction Drawing	√	-----
2	labour hutment	√	-----
3	Electricity/Construction water (Up to a point source)	√	-----
4	All required Materials like Cement, Aggregate, Sand, RMC TMT Bar, etc. (if required)	√	-----
6	All required Equipments, Machineries	√	-----
7	Supervision & Inspection	√	√
8	Deployment of Un-skilled, Semi-skilled & Skilled labour	----	√
9	All incidental Works.	----	√
10	Accommodation & Transportation of Contractor's Employees/Workers	√	----
11	Liaise assistance with Statutory authority and local administration for smooth execution.	----	√
12	Labour License	√	----
13	All types of personal protective equipment & accessories.	√	----
14	Compliance of all Statues like PF, ESIC & GST. etc.	----	√

- **Note: M/S B&R may issue items to the Agency (covered under agency's scope) on Chargeable basis with GST. subject to availability at B&R's Store.**
- **The above list is non-exhaustive. Any other materials, facilities etc. are required for completion of the entire work, shall be under the Agency's Scope and shall be included within their Quoted Rates.**

For & On behalf of the Tenderer

BRIDGE & ROOF CO. (INDIA) LTD.
(A Govt. of India Enterprise)

SITE OFFICE

**Santragachi Station Development Work site,
1st Floor, New Station Building, Platform No. 6
Santragachi, PIN- 711 111, West Bengal**

EXECUTION OF TOILET BLOCK AT NEW ISLAND PLATFORM ON LABOUR CONTRACT BASIS IN CONNECTION WITH CONSTRUCTION OF NEW ISLAND PLATFORM AND REFURBISHING OF EXISTING PLATFORMS INCLUDING PLATFORM SHADE AT SANTRAGACHI RAILWAY STATION REGARDING STATION DEVELOPMENT WORK FOR SOUTH EASTERN RAILWAY IN WEST BENGAL

NIT NO.: B AND R/51110/TD/LC/TOILET BLOCK WORK/01 DATE 05/06/2024

ANNEXURE - VI

SCHEDULE OF QUANTITIES AND RATES

SCHEDULE OF QUANTITIES AND RATES (SOQR)

EXECUTION OF TOILET BLOCK AT NEW ISLAND PLATFORM ON LABOUR CONTRACT BASIS IN CONNECTION WITH CONSTRUCTION OF NEW ISLAND PLATFORM AND REFURBISHING OF EXISTING PLATFORMS INCLUDING PLATFORM SHADE AT SANTRAGACHI RAILWAY STATION REGARDING STATION DEVELOPMENT WORK FOR SOUTH EASTERN RAILWAY IN WEST BENGAL

NOTICE INVITING TENDER (NIT) No.: B AND R/51110/TD/LC/TOILET BLOCK WORK/01 DATE 05/06/2024

SCHEDULE				Quoted Percentage to be entered by the Bidder	
SL. No.	Description of Items	Unit	Total Quantity	Unit Rate (Excluding GST) (Rs.)	Amount (Rs.)
1	Earth work				
1.01	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing, spreading or stacking the spoils within a lead of 75 m. as directed. For all kinds of soil and depth	cum	300.00	320.00	96000.00
1.02	Labour charges for Filling with available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering etc				
(i)	Depth upto 1.5 m	cum	100.00	80.00	8000.00
2	Labour charges for hoisting and fixing up precast reinforced cement concrete in block of specified sizes, including setting in cement mortar 1:3 (1 cement : 3 coarse sand), cost of required centering and shuttering with 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	cum	50.00	2500.00	125000.00
3	Formwork :				
3.01	Labour charges for centering and shuttering including strutting,				
(i)	Foundations, footings, bases of columns, etc.	Sqm	400.00	150.00	60000.00
(ii)	Suspended floors, roofs, landings----	Sqm	220.00	180.00	39600.00
(iii)	Lintels, beams, plient beams-----	Sqm	75.00	200.00	15000.00
4	Brickwork :				
4.01	Labour charges for brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	140.00	950.00	133000.00
4.02	Labour charges for half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in super structure above plinth level upto floor v level with 1:4C.M	Sqm	600.00	280.00	168000.00
5	Plaster :				
5.01	Labour charges for cement Plaster (In CoarseSand)6mm Ceiling plaster of mix 1:3 (1 cement : 3 coarse sand)	Sqm	200.00	120.00	24000.00
5.02	20mm thick plaster	Sqm	400.00	170.00	68000.00
5.03	12mm thick plaster	Sqm	250.00	150.00	37500.00
SCHEDULE - A/2					
6	Plain / Reinforced Cement concrete				
6.01	Labour charges for laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
(i)	1:2:4 (1 Cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size)	cum	60.00	1100.00	66000.00
6.02	Labour charges for laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work.				
(i)	All works upto plinth level	cum	130.00	1100.00	143000.00
(ii)	Above plient level	cum	50.00	1200.00	60000.00
SCHEDULE - B/1					
7	Labour charge for reinforcement work	Mt	17.00	7000.00	119000.00

SCHEDULE OF QUANTITIES AND RATES (SOQR)

EXECUTION OF TOILET BLOCK AT NEW ISLAND PLATFORM ON LABOUR CONTRACT BASIS IN CONNECTION WITH CONSTRUCTION OF NEW ISLAND PLATFORM AND REFURBISHING OF EXISTING PLATFORMS INCLUDING PLATFORM SHADE AT SANTRAGACHI RAILWAY STATION REGARDING STATION DEVELOPMENT WORK FOR SOUTH EASTERN RAILWAY IN WEST BENGAL

NOTICE INVITING TENDER (NIT) No.: B AND R/51110/TD/LC/TOILET BLOCK WORK/01 DATE 05/06/2024

SCHEDULE				Quoted Percentage to be entered by the Bidder	
SL. No.	Description of Items	Unit	Total Quantity	Unit Rate (Excluding GST) (Rs.)	Amount (Rs.)
SCHEDULE - D					
8	Labour charges for spreading and compacting Sand to required thickness, in layers not exceeding 150 mm to proper gradient and camber, inundating each layer by water and packing and ramming layer by layer to achieve desired compaction, including lighting, guarding, barricading and making adequate earthen bundh where necessary, curing with water as per direction, mending cracks and depressions by ramming wherever necessary	Cum	700.00	120.00	84000.00
9	Material Shifting Work				
	Labour charges for material Shifting from stock yard to New Island Platform through running railway track average distance 1200mtr.				
(a)	Cement	Bags	2000.00	11.00	22000.00
(b)	Coarse sand / fine sand	Cum	900.00	400.00	360000.00
(c)	Stone chips	Cum	250.00	500.00	125000.00
(d)	Bricks	Nos	85000	1.20	102000.00
(e)	Reinforcement steel	MT	20.00	2000.00	40000.00
	Total estimated Amount Excluding GST				18,95,100.00
b	Quoted Percentage in figures (Rounded upto two decimals) above / below / at per (strike out whichever is not applicable)			Above _____ % Below _____ % At par _____ %	
c	Quoted Percentage in Words:				
d=(a x b)	Quoted Amount in figures:				
e	Quoted Amount in Words:				
f= (a+d)	Total Quoted Amount Excluding GST [In Figure] =				
g	Total Quoted Amount in words:				

Note : In case of discrepancy between quoted percentage & amount, percentage shall prevail.