

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

NIT No. eNIT/SECURITY/GKP/2163/3144/T-08-2026

Date: 09-07-2026

Registered Office: 27, Rajendra Nath Mukherjee Road,
Kolkata – 700 001, West Bengal.
Phone: (033) 2248 5841-44 Fax: 033-2210 3961
Email: bbjtenders@bbjconst.com/ info.bbjconst@bbjconst.com;
Website: www.bbjconst.com;

e-Tender No.	eNIT/SECURITY/GKP/2163/3144/T-08-2026	Date:	09-07-2026
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NOTICE INVITING e-TENDER

Sealed Tenders under a **Two-Bid system (i.e., "Techno-Commercial Part" & "Price Part")** are invited from resourceful/ experienced Security Agency for deployment of Security Personnel as per the requirement at BBJ's Project Site as detailed in **"Scope of Work"/ "BOQ"**, here under:

1	NAME OF WORK	DEPLOYMENT OF SECURITY SERVICE AT BRIDGE NO. 16, MAJHI BRIDGE SITE UNDER GORAKHPUR VALMIKI NAGAR DOUBLING PROJECT, UP ON "RATE CONTRACT" BASIS.
2	TYPE OF CONTRACT	RATE CONTRACT
3	SCOPE OF WORK	AS PER NIT/ BOQ
4	CONTRACTUAL PERIOD	18 (EIGHTEEN) MONTHS FROM THE DATE OF LETTER OF ACCEPTANCE (LOA) OR WORK ORDER, WHICHEVER IS EARLIER. THE CONTRACTUAL PERIOD MAY BE FURTHER EXTENDED AT THE SOLE DISCRETION OF BBJ.
5	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS. 1,000/- (ONE THOUSAND ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENTS WITHOUT THE TENDER FEE SHALL BE REJECTED. MSME/ NSIC/ SSI UNITS ARE EXEMPTED FROM PROVIDING COST OF TENDER SUBJECT TO SUBMISSION OF DECLARATION OF UDYAM ON CPPP. COPY OF UDYAM CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.
6	EARNEST MONEY (BID SECURITY)	RS. 1,00,000/- (RUPEES ONE LAKH ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".

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		<p>TENDER DOCUMENTS WITHOUT EARNEST MONEY (BID SECURITY) SHALL STRAIGHTWAY BE REJECTED.</p> <p>FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST.</p> <p>FOR SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFUL COMPLETION OF THE CONTRACTUAL PERIOD.</p> <p>MSE UNITS ARE EXEMPTED FROM PROVIDING EARNEST MONEY (BID SECURITY) SUBJECT TO SUBMISSION OF DECLARATION OF UDYAM ON CPPP. COPY OF UDYAM CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.</p>	
07	MODE OF SUBMISSION	<p>ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).</p> <p>A HARD COPY OF THE BID, AS UPLOADED, (TECHNO-COMMERCIAL), SHALL HAVE TO BE SUBMITTED TO BBJ'S REGISTERED OFFICE WITHIN FIVE (05) DAYS OF BID SUBMISSION LAST DATE.</p> <p>TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID.</p> <p>CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITE.</p>	
08	DATE & TIME SCHEDULE:	Date of Publishing NIT & Tender Documents	09-07-2026
		Document download Start Date	09-07-2026 - 15:00 HRS
		Start Date of uploading of bid document	16-07-2026 - 10:00 HRS
		End Date for uploading of bid document	22-07-2026 - 15:00 HRS
		Date of opening of Technical Bid	23-07-2026 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

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

INSTRUCTION TO BIDDERS

1. REGISTRATION OF CONTRACTOR

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

2. DIGITAL SIGNATURE CERTIFICATE (DSC)

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

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

Bids are to be submitted online through the e-Procurement system of **Central Public Procurement Portal (CPPP)** (<https://eprocure.gov.in/eprocure/app>). Tender along with all other required documents are to be signed and sealed by the authorised signatory while submitting the bid through CPPP. While submitting Price Bid on CPPP, the rates should be properly filled in the appropriate space in the BILL OF QUANTITY (BoQ) of the Tender.

Hardcopies of the uploaded documents, excluding Price Bid, are to be submitted along with EMD and Tender Fee (as applicable) in a sealed envelope to the BBJ's Registered Office within five (05) days of bid submission last date.

4. LANGUAGE

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

5. SUBMISSION OF BID:

The Tender shall be signed by the person legally authorised to enter into commitments on behalf of the Bidder. All pages of the Tender document and other required documents are to be **signed by the authorised signatory with Company's seal**. Tenders are to be submitted in two parts (Part-I: Fee Part & Techno-Commercial Part and Part-II: Price Part) as described below.

5.1 FEE PART:

- (a) **Cost of Tender (Non-Refundable) of Rs. 1,000/-** (Rupees One Thousand only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". Cost of tender is not refundable.
- (b) **Earnest Money Deposit (EMD) of Rs. 1,00,000/-** (Rupees One Lakh Only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drew in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In the case of

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successful bidder, EMD shall be converted to part of Security Deposit and will be retained by BBJ till the completion of the entire completion period. EMD shall not carry any interest.

MSME/ NSIC/ SSI Units are exempted submitting EMD subject to submission of declaration of their UDAYAM on CPPP.

MSE bidders are advised to note and ensure that the nature of services mentioned in their valid MSE Certificate corresponds exactly with the nature of services of the tendered work. In case of any mismatch between the services mentioned in the MSE Certificate and those of the tendered work, the bid shall be treated as "Without EMD" and is liable to be rejected.

(c) Bank Details for NEFT/ RTGS:

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.
Bank Name: CANARA BANK
Branch: SPCL MID CORPORATE BRANCH
Bank Address: 7, KYD STREET, CHOWRINGHEE, KOLKATA - 700016.
Bank Phone No.: +91-33-22650981
Bank Account No.: 0254261005248
IFS Code: CNRB0005004
MICR Code: 700015075
Bank Account Type: CASH CREDIT

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

5.2 TECHNO-COMMERCIAL PART:

Scanned copy of the EMD, Cost of Tender and all other required documents duly signed and sealed by the authorized signatory, as stated below, are to be uploaded in CPPP and a hard copy of the same to be addressed to the **Chief Manager (Project)** at BBJ's Registered office in a sealed envelope, super scribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL BID" (**Non-submission of any of the stated documents shall lead to rejection of the bid**):

- (i) Signed copies of documents as per Eligibility Criteria as per Clause No 2 of Special Conditions of Contract.
- (ii) Signed copy of PAN, Goods & Service Tax (GST) registration certificates.
- (iii) Copy of up to date /renewed Trade License from concerned Authorities.
- (iv) Signed copy of Provident Fund & Employees State Insurance (ESI) Registration Certificate.
- (v) Certificate of the Incorporation of the Company/ Partnership Deed/ DIN/ CIN etc.
- (vi) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) financial years ending 31st March of the previous financial year. However, in case balance sheet of the previous year is yet to be audited, the audited balance sheet of fourth previous year shall be considered.
- (vii) Downloaded Tender document (without quoting any price in Techno-

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- Commercial Bid) duly signed with an official stamp on each page.
- (viii) Declaration of the Bidder (marked as **ANNEXURE-A**) as per Clause no. 10 of the NIT, duly signed by the authorized signatory person of the Bidder to be submitted in their Letter Head.
- (ix) Agency familiarization, marked as **Annexure-B**, to be submitted on visit of BBJ's Gorakhpur – Valmiki Nagar Project Site at **Railway Br No. 16, Near Bakulaha Railway Station, Dist.-Ballia, U.P-277208** during office hours, which to be duly certified by BBJ's Site In charge/ BBJ's Official.
- (x) The Agency should be registered under Private Security Agencies (Regulation) Act 2005 (PSARA). The Bidder should have valid License/ Registration to engage in the business of Private Security Agency from the office of appropriate Authority in the state of Uttar Pradesh.
- (xi) The Agency shall possess valid Arms License and all statutory permissions for deployment of armed security guards. All weapons shall comply with the Arms Act, Arms Rules and PSARA provisions.
- (i) A self-declaration by the Bidder confirming that they have not been blacklisted or debarred by any Government Organization, Public Sector Undertaking (PSU), or Public Sector Enterprise (PSE) during the last five (5) years.
- (ii) Any Bidder falling under Micro And Small Enterprises (MSEs) category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer:

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

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

5.3 PRICE BID:

The rates are to be properly filled up in appropriate space in BILL OF QUANTITIES (BOQ) of the Tender and uploaded on CPPP's website.

Price bid of only Techno-Commercially Qualified bidders shall be opened.

6. CLARIFICATION OF BIDDING DOCUMENT, SITE VISIT:

- (a) A prospective Bidder requiring any clarification of the Bidding Document shall contact BBJ in writing at email address **bbjtenders@bbjconst.com**. BBJ will respond in writing to any request for clarification, provided that such request is received within seven (7) days prior to the deadline for submission of bids.
- (b) The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all the information that may be necessary for preparing the bid and entering into a contract for

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the construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

- (c) The Bidder and any of its personnel or agents will be granted permission by BBJ to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify BBJ and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. AMENDMENT OF TENDER/ BIDDING DOCUMENT

- (a) At any time prior to the deadline for submission of bids, BBJ may amend the Bidding Document by issuing addendum/ corrigendum.
- (b) Any addendum/ corrigendum issued shall be part of the Bidding Document shall be uploaded in the CPPP and BBJ's website.
- (c) To give prospective Bidders a reasonable time in which to take an addendum/ corrigendum into account in preparing their bids, BBJ may, at its discretion, extend the deadline for the submission of bids.

8. All costs and expenses incidental to the preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be borne by the bidder and BBJ shall bear no liability whatsoever on such cost expenses.

9. **No deviation to the tender conditions shall be accepted. Conditional tenders shall not be accepted, and no additional clause shall be entertained. BBJ reserves all rights in this regard.**

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

11. CURRENCIES OF BID AND PAYMENT

The Bidder shall submit his price bid/ offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

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

13. PREFERENCE TO MAKE IN INDIA:

The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P45021/2/2017-PP (BE-II) dated 16th September 2020, as amended from time to time up to Bid Due Date, shall be applicable to the bidding process and award of the contract shall be done accordingly.

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Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.

14. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 4th June 2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

15. COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any Bidder branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:

- a) An entity incorporated established or registered in such a country; or
- b) A subsidiary of an entity incorporated established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

16. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the

- company.
- b. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
17. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
18. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
19. Where no natural person is identified under (19) or (20) or (21) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
20. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
21. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- Note:
- i. The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-A.
- ii. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

22. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for a period of **ninety (90) days** after the bid submission deadline date prescribed by the employer. A bid valid for a shorter period shall be rejected by the employer as non-responsive.

In exceptional circumstances, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested, it shall also be extended up to the date mentioned in the letter of request for extension. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

23. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e., a document appearing earlier shall override the document appearing subsequently:

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- a. Work order
- b. Letter of Acceptance (LOA)
- c. Schedule of Items, Rates & Quantities
- d. Special Conditions of the Contract (SCC)
- e. Scope of Work (SOW)
- f. Relevant Codes & Standards
- g. Notice Inviting Tender
- h. Instructions to the Bidders (IB)
- i. General Conditions of Contract
- j. Any other documents forming part of the Contract.

24. JURISDICTION OF COURTS

The bidding process shall be governed by and construed in accordance with the laws of India and the Courts as indicated below and shall have exclusive jurisdiction over all the disputes/ issues arising under, pursuant to and/ or in connection with the bidding process.

Exclusive Jurisdiction of Court and Seal & Venue of arbitration: Kolkata

25. ADDRESS FOR COMMUNICATION:

Interested eligible Bidders may obtain further information from the following address:

**Chief Manager (Project),
The Braithwaite Burn And Jessop Construction Co. Ltd.
(A Govt. of India Enterprises)
27, Rajendra Nath Mukherjee Road,
Kolkata – 700 001.
Email: bbjtenders@bbjconst.com**

K O L K A T A

SCOPE OF WORKS

1. DEPLOYMENT OF SECURITY PERSONNEL AS FOLLOWS:

Sl.	Nomenclature	Requirement	Place of Work
1.	Security Supervisor Round-the-Clock Deployment (24 Hours per Day) in Three Shifts of 8 Hours Each.	01 Heads	The BBJ Construction Co. Ltd. Railway Br. No. 16, Near Bakulaha Railway Station, Dist.-Ballia, U.P- 277208
2.	Armed Security Guards Round-the-Clock Deployment (24 Hours per Day) in Three Shifts of 8 Hours Each.	02 Heads	
3.	Unarmed Security Guards Round-the-Clock Deployment (24 Hours per Day) in Three Shifts of 8 Hours Each.	06 Heads	

Note: The deployment of security personnel shall be on a round-the-clock basis (24 hours per day) through three (03) shifts of eight (08) hours each and shall be in strict compliance with the provisions of the Private Security Agencies (Regulation) Act, 2005 (PSARA), the Code on Wages, 2019, the Occupational Safety, Health and Working Conditions Code, 2020, the Industrial Relations Code, 2020, the Code on Social Security, 2020, and the rules, notifications, amendments, and other statutory provisions issued thereunder, as applicable from time to time. The Agency shall ensure deployment of adequate relievers and replacement personnel so as to maintain uninterrupted security coverage throughout the contract period.

2. The number(s) of security personnel is/are only indicative, and the actual head will be decided by BBJ in consultation with the security agency from time to time. Security Personnel shall be equipped with Cell Phone facility for effective coordination.

3. RESPONSIBILITY OF THE SUCCESSFUL BIDDER:

- The successful bidder should strictly abide by the Company's Rules, Regulation and Instructions issued from time to time in respect of all matters.
- In case of sudden illness or absence of any of your security personnel, you shall have to make immediate alternative arrangement for replacement so that the related duty is performed.
- The successful bidder should try to ensure that the persons deployed for the job in Company, should not have any criminal background, be involved in any criminal activity or cases or involved in any Trade Union activities, especially those which may affect security functions.
- The safety of men and material will be sole responsibility of the successful bidder, and the company shall in no way be held liable for any damage or loss to the property or injury to the men of the successful bidder. The

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successful bidder shall take all measures in respect of compliance of all statutory requirements.

- (e) The successful bidder shall be responsible for deducting and deposit employee's contribution, employer's contribution of Provident Fund and other related charges as per Act directly to P.F Authorities every month as well as ESI shall have to be deposited to the respective Authority and due particular will be furnished to BBJ's Registered Office before releasing of next payment. The BBJ Authorities shall not entertain any disputes pertaining to deduction and deposit of P.F. & ESI.
- (f) The successful bidder must ensure timely payment of wages to his workman as per Code on Wages, 2019.
- (g) The successful bidder shall not be allowed to appoint sub-agency unless The Braithwaite Burn and Jessop Construction Co. Ltd. (BBJ) consent in writing to this effect.
- (h) The security personnel should be physically & mentally in sound health. In case the services rendered by them at a later date are not to our satisfaction, the personnel too will be changed by the agency with immediate effect.
- (i) The security personnel deployed by the successful bidder in BBJ premises against this contract will report in proper uniform, neat and tidy, from the date of the contract commencement.
- (j) The Contractor/ Agency shall bear all expenses regarding uniforms, Identity Card and other necessary requirements viz, Hand held Torch, Gum Boot, Rain Coats, Umbrella, Woolen Jacket (for winter season), Battens, Whistles, Shirt & Trousers, Cap, Shoes, Belt, Name Tag etc. to security personnel engaged by him. Washing facilities also need to be provided by the security agency.

Notes: No extra payment shall be paid to the successful bidder towards providing above equipment/ items as mentioned. The successful bidder has to manage above items/ equipment within the quoted Service Charges.

- (k) The successful bidder has to provide the security personnel having operational knowledge of Fire Extinguishers during fire incidence.
- (l) In case of any security personnel found sleeping & caught by BBJ personnel, BBJ shall not make any payment against that duty of guard.
- (m) In case of theft or loss of company's property takes place due to the negligence or carelessness of security personnel, the respective security agency will be responsible and shall make good of the same.
- (n) The successful bidder himself or his authorized representative shall make surprise patrolling at least once or twice in a month and shall keep a register with his supervisor and record the details like day & date of his patrolling, time of patrolling brief details of his area of inspection etc. and shall submit to concerned Office for verification.
- (o) The person(s) employed by the successful bidder will be his workmen and he / they will not have any direct connection and will not be deemed to be employees of The Braithwaite Burn And Jessop Construction Co. Ltd. (BBJ).

SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

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

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

2. ELIGIBILITY CRITERIA

Supporting documents to be submitted in the Techno-Commercial part of the tender.

2.1 Technical Criteria:

2.1.1 Technical Criteria: The bidder should have successfully completed or substantially completed similar works (not less than 75%) during last seven years ending last day of month previous to the one in which applications are invited should be either of the following:

- (a) Having successfully completed or substantially completed at least **3 (three)** such similar works each costing not less than **₹ 12.53 Lakh**; or
- (b) Having successfully completed or substantially completed at least **2 (two)** such similar work each costing not less than **₹ 16.71 Lakh**; or
- (c) Having successfully completed or substantially completed at least **1 (one)** such similar work costing not less than **₹ 25.06 Lakh**.

2.1.2 Similar Works and/or As a proof of experience, bidders should submit copies of Contracts/ Work Orders and Client's Satisfaction Certificates/ Execution Certificates of similar nature of work, issued by Govt. Industrial Organization/ Workshop in Manufacturing/ PSU Industries/ Factories specifying the periods and confirming engagement of Security Guards (without arms) and Security Gunman (with arms) for the last 7 (seven) years.

2.2 Financial Criteria:

2.2.1 Financial Criteria: Average Annual Financial Turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least **₹12.53 Lakh** (supported by P/L & B/S and/or IT Return, as applicable).

2.2.2 Certificates in the form of Audited Balance Sheet and Profit & Loss account shall be produced by the Bidder(s) to this effect duly certified by the Chartered Accountant.

2.3 Other documents as mentioned on Clause No. 5.2 of the Instruction to Bidders - Submission of Bid: Techno-Commercial Part is to be submitted.

3. **CONTRACTUAL PERIOD**

The contractual period shall be **Eighteen (18) months** from the date of placement of the Letter of Acceptance (LOA) / Work Order. The contract may be extended for a further period of Twelve (12) months upon expiry of the initial term, subject to satisfactory performance of the agency and at the sole discretion of BBJ, on the same rates, terms, and conditions.

BBJ reserves the right to curtail the contract period and to terminate the contract at any time without assigning any reason whatsoever by giving three weeks' notice in advance.

4. **QUANTITY OF WORK TO EXECUTE**

The total quantity of work (number of personnel to be deployed) as per Bill of Quantity (BOQ) can vary to any extent as decided by BBJ but the unit rate finalized will not change until the completion of the contractual period.

5. **DUTY HOURS**

The Security Supervisor(s), Armed Security Guard(s), and Unarmed Security Guard(s) shall be deployed on a **round-the-clock basis (24 hours per day)** in **three (03) shifts of eight (08) hours each**, throughout the English calendar month. The Agency shall ensure uninterrupted deployment of personnel as per the deployment schedule approved by BBJ, including deployment of relievers, wherever required, to maintain continuous security coverage.

6. **RATE**

- (a) The bidder is required to quote their **Service Charge Percentage** in the "BOQ", which shall include of all taxes (except GST), cost of necessary equipment such as batons, torch, consumables such as electricity, uniforms of the personnel, contingent expenditure incidental to the work and Bidder's profit etc. GST (as applicable) will be extra.
- (b) The successful bidder (Security Agency) shall comply with the minimum wages and their Statutory Payments which are presently in vogue as indicated in Price Bid Format.

Note:

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

The Rates will be valid and remain firm for the entire duration of the contract. No revision/alterations of unit rates shall be entertained later on in this regard.

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7. TERMS OF PAYMENT:

- a) Monthly Attendance Statement of your security personnel of BBJ's Project Site, Kolkata, to be submitted in Triplicate to Personnel & Administration Department for certification and certified copy of the said Attendance Sheet should be attached with your monthly bill for payment.
- b) Your monthly bill will be paid within 45 (forty-five) days from the date of submission of bill duly supported by requisite documents and certified by Personnel & Administration Department. The requisite documents are inclusive of proof of payment of Wages, PF contribution and ESI contribution of your Security personnel engaged at our Registered Office, Kolkata or furnish a certificate (as per format to be given by BBJ) regarding compliance of statutory obligations as per prevailing Act for the subject work.
- c) In case of increase/ decrease in minimum wages/ benefits of your Security Personnel due to revision in **Code on Wages 2019** notifications therein, the same will be reimbursed by BBJ (difference in Minimum Wages, P.F. and ESI only) during the tenure of the contract on submission of documentary evidence.
- d) All payments shall be made in Indian currency only as per the price schedule.

8. SITE VISIT

Before quoting, Bidders must visit the place at their own expense and contact Mr.S. S. Chattopadhyay – Manager (Project) and Site In-Charge, Gorakhpur project, BBJ site for any query in this regard. Bidder should ensure/understand the nature of jobs/ duty to be performed by the security personnel during the entire contract period.

The Bidder must give a Declaration (as per enclosed format, marked as ANNEXURE-A), that he has understood the nature of job(s)/ duty and the obligations to be performed during execution of this contract, if awarded, and rates quoted accordingly. Afterward, no claim for revision of rate shall be entertained for acceptance by BBJ on any ground whatsoever it may be.

9. LOCAL CONDITIONS:

It is imperative for each Bidder to acquaint himself of all local laws, conditions and factors which may have any effect or bearing on the execution of works and service under the Scope of this Tender. In their own interest, the Bidders are required to familiarize themselves with (but not limited to):

- (i) The Income Tax Act,1961, The Companies Act ,2013.
- (ii) Indian Customs Act 1962, Factories Act 1948 & Boilers Act,1923.
- (iii) Arbitration Act.
- (iv) Employees Compensation Act 1923.
- (v) Minimum Wages Act 1948/ Payment of Wages Act, 1936/ Payment of Bonus Act,1965
- (vi) Child Labour (Prohibition and Regulation) Act, 1986 and
- (vii) The Code on Wages, 2019; The Occupational Safety, Health and Working Conditions Code, 2020; The Industrial Relations Code, 2020; The Code on Social Security, 2020; and the rules, notifications, amendments, and other statutory provisions issued thereunder, as applicable from time to time.

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It is understood and agreed that such factors have been properly investigated and considered while submitting the tender. No claim for financial and other adjustments to the Contract price, on account of lack of clarity or proper understanding of such factors shall be entertained.

10. **GUARDING HOURS/ NOS. OF SHIFTS PER DAY/ LOCATION OF POSTING:**

The security personnel shall be deployed on a **round-the-clock basis (24 hours per day) through three (03) shifts of eight (08) hours each**. The date of commencement of the Contract shall be the date on which the security personnel report for duty at the designated Project Site, as certified by the Site In-charge/Authorized Representative of BBJ.

The shift timings, deployment pattern, rotation of personnel, weekly off, relievers, and other operational arrangements shall be decided by the Site In-charge, BBJ Gorakhpur Project Site and/or the Head of Personnel & Administration Department, BBJ Registered Office, depending upon the operational requirements of the Project. The Agency shall strictly comply with such deployment instructions issued by BBJ from time to time.

In the event of any negligence, misconduct, indiscipline, unauthorized absence, dereliction of duty, or any other lapse on the part of the deployed personnel, BBJ shall have the right to direct the Agency to immediately replace such personnel and/or take appropriate action in accordance with the terms and conditions of the Contract, without prejudice to any other rights and remedies available to BBJ under the Contract.

11. **ATTENDANCE REGISTER:**

To be maintained by your company and required to be certified by BBJ's nominated person for each shift.

12. **IDENTITY CARDS & OTHER REQUISITE ACCESSORIES FOR SECURITY GUARDS, GUNMAN & SECURITY SUPERVISORS:**

Identity cards with recent photographs (one copy of which to be deposited in BBJ registered office), uniforms, torches, batten, umbrella, rain coat, shoes and other personal requirements of security guards, gunman & security supervisor as prescribed by BBJ will be provided by your company free of cost. No security guards/ gunman/ supervisor will be allowed to attend duty without identity card, uniform and other requisites as mentioned above.

13. **JOB DESCRIPTION:**

- a) The successful bidder shall be solely responsible for safeguarding the safety and security of men, materials, equipment at BBJ's Project Site under control of The BBJ Construction Co. Ltd.
- b) The successful bidder company have to abide by the relevant terms & conditions while discharging the duties as per norms of BBJ relevant Acts and Rules of under the Central Govt. purview and West Bengal State Government as per applicability.
- c) The successful bidder security personnel will keep close watch and control at all points of entry and exit including the location of posting, check all incoming and outgoing personnel and vehicles. Any negligence and lapses will make the concerned guard responsible and accountable and invite punitive action as will be deemed fit by BBJ.

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- b) Providing round-the-clock security services for all days in year at BBJ's Project Site.
- c) Handling of Fire Extinguisher System and operational activities during the course of Fire etc.
- d) To report any untoward incidents.
- e) Prevent misuse of water and electricity etc.
- f) The security personnel employed by Bidder must possess sound health and good eye sight.
- g) Any change of security personnel should be done with the prior intimation of Site In-charge/Authorized Representative of BBJ.
- h) The successful bidder while fulfilling his duty as per the work order will obey all the instructions and orders of Site In-charge/Authorized Representative of BBJ relating to work obligation.
- i) In case of any complaint against any of the Security Guard/ Security Supervisor/ Gunman for misconduct, inefficiency, lack of physical fitness or any other ground, BBJ's Project Site BBJ has the right to ask for immediate replacement of such security personnel.
- j) Security personnel will maintain a register for the incoming & outgoing vehicles and also a register for the men & materials. No materials/ equipment will be allowed to be taken out of the gate of the BBJ's Registered Office unless accompanied by requisite gate pass duly signed by Site In-charge/Authorized Representative of BBJ.
- k) In case of any theft, robbery, burglary and matter allied with the security of the BBJ's Registered Office, the concerned guard personnel will prepare F.I.R. and submit the same to the Site In-charge/Authorized Representative of BBJ immediately after such incident, duly certified by the local Police Authority along with a Police Verification Report for the purpose of Insurance claim etc. The security guard will also maintain a register accordingly and submit the same to the Site In-charge/Authorized Representative of BBJ as and when required. The cost of missing materials for theft/ Robbery/ Burglary would be recovered from Bidder's Bills.
- l) Your security personnel will keep close contact with local Police Station as and when required.
- m) No residential accommodation/ boarding and food will be provided by BBJ to your security personnel.
- n) The security personnel provided by you are not to be involved in trade union activities in any manner.

14. CONDITIONS FOR COMMENCEMENT OF OPERATION AND ENGAGEMENT OF SUPERVISORS

- (a) While engaging a supervisor of private security guards, every private security agency shall give preference to a person who has experience of serving in the Army, Navy, Air Force or any other Armed forces of the Union or State Police including armed constabularies and Home Guards for a period of not less than three years.
- (b) Every private security agency may, while employing a person as a private security guard, give preference to a person who has served as a member in one or more of the following, namely:
 - (i) Army.
 - (ii) Navy.

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- (iii) Air Force.
(iv) any other armed forces of the Union.
(v) Police, including armed constabularies of States; and
(vi) Home Guards.
- (c) Further, Agniveers having four (04) years or more experience may be given preference by the private security agencies during the engagement of private security guards and supervisors.
15. **THE CODE ON WAGES, 2019:**
The Bidder has to ensure payment of minimum wages as stipulated by Central Government & Rules, Govt. Notifications applicable in this regard and shall maintain attendance records and attendance card of their workmen.

The Bidder will ensure the wages/salary payment to workmen engaged in executing the work within 7th of the following month to their bank account. In case of increase in wages notified by Central Government / State Government through notification under Code on Wages, 2019. The Bidder will ensure the arrears payment without fail in the next month. Further, as per provision of the Act, the Bidder will ensure issue of wage-slip to every workman engaged by them.
16. **THE OCCUPATIONAL, SAFETY, HEALTH & WORKING CONDITION CODE, 2020:**
The Successful Bidder to obtain valid Labour License under this Act, for total number of workmen to be engaged by him before starting of the work and after awarding the LOI/Work Order. Sufficient flexibility should be kept while mentioning the number of workmen to be engaged by the Bidder for each job.

(a) All registers, form & records as applicable under the above code shall be maintained by the Bidder. On demand, same should be made available for inspection by the authorized Officer for the purpose.
(b) The number of contract labour, or any day not to exceed the Maximum numbers specified in the License.
17. **EMPLOYEES COMPENSATION ACT, 1923:**
This is applicable in the event of ESI Act 1948 is not operative. The Bidder shall submit the copy of Employees Compensation Policy taken from the insurance Company in respect of the contract for all workmen employed by him before starting of the work. Payments shall be made in Indian currency only as per the price schedule.
18. **EXECUTION OF THE CONTRACT:**
(i) The Successful Bidder/ Security Agency has to carry out the allotted work with the work force available with him against the contract value. No additional expenditure will be borne by BBJ for this purpose.
(ii) In case of non-execution or unsatisfactory performance of any job, owing to the irregularity / failure on your part, a proportionate deduction will be made from the bill for the same month, against same job, against certification by the certifying authority.
(iii) The Successful Bidder/ Security Agency is required to maintain an attendance register of Security Guards, Security Supervisor & Security Gunman and the attendance register should be counter signed by the

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respective Site In-charge.

19. TAXES & DUTIES

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

20. NEW LEVIES/ TAXES

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

21. SCHEDULE OF CHARGES/PAYMENT:

The successful bidder (Security Agency) shall comply with the Minimum Wages and their Statutory Payments which are presently in vogue as indicated in Table below:

SL. No.	Description of Job	Heads	Rate per Day	Rs.
1	Security Supervisor Round-the-clock deployment (24 hours per day) through three (03) shifts of eight (08) hours each, for all days of the English Calendar Month, including weekly offs, gazetted holidays, national holidays, and other declared holidays. No Security Guard should work more than 12 (twelve) hours in a day.	01 (One)	Statutory Benefits: Basic Wages Per Day Per Head as on 01.04.2026	918.00
			Provident Fund amount Per Day Per Head (13%)	119.34
			ESI amount Per Day Per Head (3.25%)	29.84
2	Armed Security Guards Round-the-clock deployment (24 hours per day) through three (03) shifts of eight (08) hours each, for all days of the English Calendar Month, including weekly offs, gazetted holidays, national holidays, and other	02 (Two)	Statutory Benefits: Basic Wages Per Day Per Head as on 01.04.2026	918.00
			Provident Fund amount Per Day Per Head (13%)	119.34
			ESI amount Per Day Per Head (3.25%)	29.84

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	declared holidays. No Security Guard should work more than 12 (twelve) hours in a day.			
2	Unarmed Security Guards Round-the-clock deployment (24 hours per day) through three (03) shifts of eight (08) hours each, for all days of the English Calendar Month, including weekly offs, gazetted holidays, national holidays, and other declared holidays. No Security Guard should work more than 12 (twelve) hours in a day.	06 (Six)	Statutory Benefits: Basic Wages Per Day Per Head as on 01.04.2026 Provident Fund amount Per Day Per Head (13%) ESI amount Per Day Per Head (3.25%)	781.00 101.53 25.38

Notes:

- i. Service Charge to be quoted by Bidder only on Basic Wages.
- ii. Contributions towards ESI, EPF, Bonus and other benefits which shall be reimbursed by BBJ.
- iii. The service charge percentage quoted in "BOQ" shall include all taxes (Except GST), levies, wages of personnel including incentives if any, cost of minor equipment such as batons, torch, consumables such as uniforms of the personnel, contingent expenditure incidental to the work and Bidder's profit etc. GST (as applicable) will be extra.
- iv. The Number(s) of manpower is/are only indicative, and the actual nos. will be decided by BBJ in consultation with the security agency from time to time.
- v. The successful Bidder shall submit his monthly bill showing details of amount arising out Table above and adding service charge together with valid documents.
- vi. The Minimum Wages and Statutory & Other Payments shall be made by the Security Agency as per Minimum Wages Revision from time to time.
- vii. Any reimbursement and/or payment shall be subject to valid documents to be produced by the Security Agency.
- viii. Goods & Service Tax (GST)- as applicable will be extra.

22. SECURITY DEPOSIT:

For the successful bidder, the Earnest Money Deposit (EMD) / Bid Security shall be converted into a Security Deposit and retained by BBJ till the successful completion of the contract period, without any interest. Upon receipt of a formal written request from the successful bidder for the release of the Security Deposit, BBJ shall release the amount after completion of the contract period plus an additional sixty (60) days thereafter, subject to submission of a "No Claim Certificate" in the prescribed format provided by BBJ.

MSME/NSIC/SSI units, who are exempted from submitting EMD, shall have to submit Security Deposit of the amount equivalent of EMD in the form of Demand Draft/ NEFT/ RTGS/ within 15 (fifteen) days from the date of receipt of LOA, otherwise LOA will be cancelled and withdrawn. The successful bidder will be debarred from participating in future bid for a period of 01 (one) year from the date of termination/ debarment.

23. EMPLOYEES COMPENSATION INSURANCE

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

Workmen's Compensation and Employer's Liability Insurance: WC Policy/ Insurance shall be affected for all the employees of the successful bidder. If any of the work is sublet, the successful bidder shall require their Sub-Contractor to provide workmen's compensation and employee's liability insurance for the latter's employees, if such employees are not covered under the Sub-Contractor's Insurance.

24. PROVIDENT FUND

The successful bidder will be required to cover all their workmen engaged and eligible under the Employees Provident Fund Act by them under provident fund (P.F.) from the commencement of the work. The successful bidder will have to submit the challan of payment made towards P.F. for their labour and staff to BBJ's HR Department as and when asked for.

25. STATUTORY COMPLIANCE

The successful bidder shall ensure strict compliance with all relevant labour laws, Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Payment of Bonus Act, Contract Labour (Abolition & Regulation) Act, E.S.I. Act, P.F. Act, Industrial Safety Regulations, laws pertaining to use/storage of explosives for the work. The successful bidder shall submit to BBJ' HR Department declaration as per format enclosed of compliance with payment of Minimum Wages, PF, ESI. Additionally, the proof of the same shall also be submitted to HR Department, as and when asked for as proof of compliance. The following codes must be strictly complied including the rules, notifications, amendments, and other statutory provisions issued thereunder, as applicable from time to time:

- The Code on Wages, 2019,
- The Occupational Safety, Health and Working Conditions Code, 2020,
- The Industrial Relations Code, 2020,
- The Code on Social Security, 2020.

26. CONFIDENTIALITY OF DOCUMENTS

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

27. SUBLETTING OF WORK

No part of Work Order nor any share or interest thereof shall in any manner of degree be transferred, assigned, or sublet by the Successful bidder directly or indirectly to any firm or corporation whatsoever without the prior consent in

writing of BBJ.

28. **LIQUIDATED DAMAGES**

The time for the execution of the work shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract.

If the contractor fails to complete the works within the time as specified in the contract for the reasons not attributable to the successful bidder, BBJ may, if satisfied, allow the contractor to complete the work for further extension of time without imposing LD.

If the successful bidder fails to complete the works within the time as specified in the contract for the reasons attributable to the successful bidder, BBJ allows, if satisfied that the works can be completed within a reasonable short time thereafter, the successful bidder for further extension of time. On such extension, BBJ will recover from the bills of the successful bidder, as agreed damages, a sum equivalent to ½ (half) of 1% of the contract value per week or part of the week of any supplied equipment/services not delivered within stipulated time period or total order value in the case where part delivery is of no use to the purchaser, subject to the maximum limit of 10% for contract value up to 2 (two) lakh and 5% for contract value above 2 (two) lakh.

For the purpose of this Clause, the contract value of the works shall be taken as the value of work as per contract agreement including any supplementary work order/contract agreement issued.

Provided further, that if BBJ is not satisfied that the works can be completed by the Successful bidder and in the event of failure on the part of the successful bidder to complete the work within the further extension of time allowed as aforesaid, BBJ shall be entitled to encash the successful bidder's Security Deposit and SDPBG and also rescind the contract, whether or not actual damage is caused by such default.

29. **INDEMNITY**

Bidder shall indemnify BBJ against all claims & losses in respect of their contractual obligations in the event of non-compliance of any terms & conditions of this documents or contract agreement / statutory rules/ obligations/ laws/ taxes & duties etc.

30. **TERMINATION OF CONTRACT**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other Bidder/ agencies. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to affect any other payment to the present successful bidder for any ground whatsoever.

In the above event, the successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

The defaulting successful bidder shall not be issued any completion certificate for the contract.

All the statutory obligations including maintaining all other relevant Statues, Laws/ Rules, Local Rules & Regulations/ Rules of Central/ Local Govt. bodies should abide & comply by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result in stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within the stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful Bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.) and the decision of BBJ in this respect shall be final.

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful bidder does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the BBJ, then BBJ shall be entitled after giving 48 hours' notice in writing to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after the expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

31. **RESOLUTION OF DISPUTES AND ARBITRATION**

In case a dispute or difference of any kind whatsoever arises out of or relates to the Contract or ancillary/incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter within sixty (60) days from the date of cause of action of the said dispute(s) or difference(s) arosed, to the Competent Authority of BBJ and the decision/recommendation/interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

On the failure of the procedure prescribed above or if a party is dissatisfied with the decisions/recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by notice in writing to the Competent Authority of BBJ evince the intention to refer the disputes and differences that have arisen between the parties to Arbitration by the constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated/

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cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

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

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

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

In the event of any dispute and/or difference arises due to any non compliance/default caused by the successful bidder and for that reason any litigation/arbitration arises between the concerned Railway authority and BBJ for work related matters e.g. extra work done/ quantity variation & payment thereof, non-payment of bills, deletion/ modification of items, legal/ local/ state/ national statutory compliances (other than those, which are to be complied with by the Bidder as per BBJ's order) etc., the same will be forwarded to the concerned Railway authority by BBJ and necessary follow ups to be done by the Bidder. In case these issues are need to be settled through legal process (arbitration/ court cases etc.), cost involved in such legal processes will be borne by the Bidder till finalization of the process, irrespective of realization of the claims etc. Any payment in this regard, due to be paid to the Bidder, will be paid only after the realization of the same from the Railway authority.

32. **FORCE MAJEURE:**

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

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

NIT No. eNIT/SECURITY/GKP/2163/3144/T-08-2026

Date: 09-07-2026

In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract.

Provided that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable equipment, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

33. IMPORTANT NOTES:

BBJ reserves the right to:

- i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- ii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- iv) May ask for further qualification during techno commercial scrutiny of bids received.
- vi) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during the preparation of the bid irrespective of whether it is accepted or not.
- vii) Canvassing i.e., soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- viii) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.
- ix) Insurance Policy to be submitted with claimant in the name of BBJ for pilferage/loss of steel up to completion of erection at site.

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

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

NIT No. eNIT/SECURITY/GKP/2163/3144/T-08-2026

Date: 09-07-2026

ANNEXURE-I

FORMAT

CERTIFICATE

(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

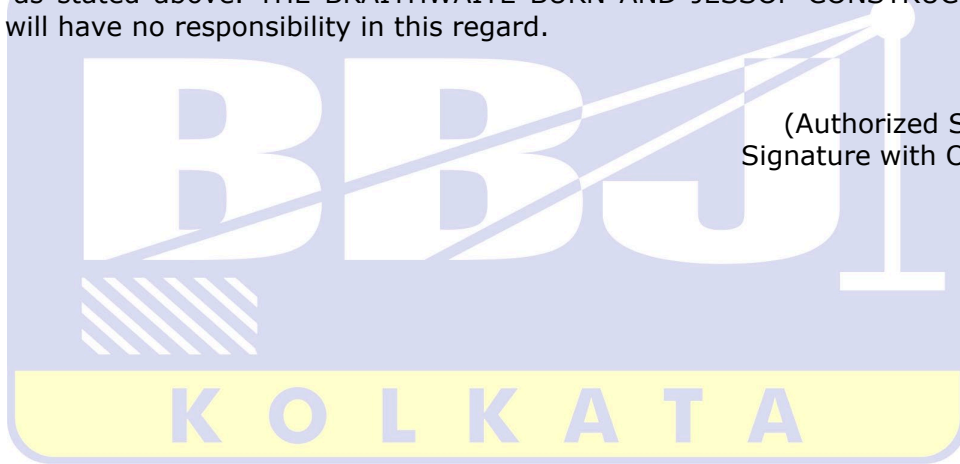
REF.:

DATE:

SUB: DEPLOYMENT OF WORKMEN FOR THE WORK AT UTTAR PRADESH STATE

This is to certify that we have complied with all the Statutory Obligation for our workmen engaged for the subject work which includes payment of Minimum Wages, P.F. & E.S.I. contribution and other benefits as per prevailing Labour Laws and other Statutes/Rules in the State of Odisha.

We hereby indemnify our employer THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD. regarding compliance of all statutory requirement of Labour Laws as stated above. THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD. will have no responsibility in this regard.



(Authorized Signatory)
Signature with Office Seal

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

NIT No. eNIT/SECURITY/GKP/2163/3144/T-08-2026

Date: 09-07-2026

Annexure-II

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name and Designation of Officer of BBJ inviting the Tender)
The Braithwaite Burn And Jessop Construction Co. Ltd.
(A Government of India Enterprise)
27, Rajendra Nath Mukherjee Road,
Kolkata – 700001

Dear Sir,

Sub: Declaration by Authorized Signatory regarding Authenticity of submitted documents.

Ref: 1) NIT/Tender Enquiry No. & Date:
2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by The Braithwaite Burn And Jessop Construction Co. Ltd.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BBJ shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of The Braithwaite Burn And Jessop Construction Co. Ltd.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)
Date:

NIT No. eNIT/SECURITY/GKP/2163/3144/T-08-2026

Date: 09-07-2026

DECLARATION OF THE BIDDER
ANNEXURE - A

Ref:- Tender No.....

Dated

To

1. I/We Am/are hereby visit the BBJ's Project Site At Gorkahpur (Br. No. 16) and contact Site In Charge/BBJ for the security services jobs to be performed by us.
2. We, the undersigned have examined the above mentioned Tender Document. We now offer to deploy security guard, security supervisor and security gunman to perform duties as mentioned in the tender and at the rates as mentioned in our financial bid.
3. If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender Document.
4. We agree to keep our tender valid for acceptance as required in the Tender Document , or for subsequently extended period, if any, agreed to by us.
5. We confirm that we do not stand de-registered/banned/blacklisted by any Tender Inviting Authority or by any State Government or by Government of India.
6. The information/documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage.
7. I/we have carefully read and understood all the terms and conditions of the tender specified in above mentioned Tender Document, including amendment / corrigendum if any and hereby agree/convey my unconditional acceptance of the same.
8. We confirm that there Is no police investigation/ Court case pending or contemplated against the Bidder's firm or any security personnel employed by his firm in the past in connection with the security contract executed earlier/under execution.
9. I/we also declare that, I/we will abide by all the Rules and Regulations of the Tender Document and applicable Government Rules, if awarded the Tender. I/we are also aware that the Tender Inviting Authority reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

(Signature with date)

(Name and Designation)

Duly authorized to sign tender for and on behalf of(Name of Bidder)

Date :.....

Place :

NIT No. eNIT/SECURITY/GKP/2163/3144/T-08-2026

Date: 09-07-2026

ANNEXURE-B

AGENCY'S FAMILIARIZATION
(ON COMPANY LETTER HEAD)

Name of Work: Deployment of Security Service at Bridge No. 16,
Majhi Bridge site under Gorakhpur Valmiki Nagar Doubling Project,
UP.

I/We hereby solemnly declare the I/We have visited the of above work and have familiarized myself/ourselves of the working conditions there in all respects and in particular the following:

- Topography of the area and existing Road Network (Highways & Village, Pucca & Kacha) and availability of Service Roads.
- Gathered full knowledge on local conditions.
- Collected all requisite information from existing Security Agency for deployment of personnel for the services.
- Discussed with CM(HRM)/ Head of BBJ's Personnel & Administration Dept. prevailing situation in and out the premises, nature of service to be provided by the security personnel.
- Sources and availability of various services.
- Availability of Water, Electricity and communication facilities;
- All other points as mentioned in this Tender Document.

(Authorized Signatory)
Signature with Office Seal

Endorsed by CM(HRM)/ Head of BBJ's Personnel & Administration Dept.
Signature with Office Seal