

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

eNIT/PRECAST-RCC-BLOCK/2154/3135/20-2023

Dated: August 19, 2023

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD
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e-Tender No.	eNIT/PRECAST-RCC-BLOCK/2154/3135/20-2023	Date:	19th Aug. 2023
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NOTICE INVITING e-TENDER.

Sealed Tenders under a **two-bid system** (i.e., “Techno-Commercial & Price Part”) are invited from eligible bidders for carrying out construction of Precast RCC Block for foundation of trestle support of 76.2M Span as detailed in “**Scope of Work**”/ “**BOQ**”, hereunder:

01	NAME OF WORK	Construction of Precast RCC Block for foundation of trestle support of 76.2M Span at Ganga Bridge site Jhusi, near Prayagraj.	
02	SCOPE OF WORK	As Per Abstract of Cost/BOQ	
03	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
04	EARNEST MONEY	₹25,000/- (Rupees twenty-five thousand only) by NEFT/ RTGS/ Demand Draft/ Banker’s Cheque in favour of “The Braithwaite Burn And Jessop Construction Company Limited”, payable at Kolkata. Tender documents without EMD shall be rejected. Micro And Small Enterprises (MSEs) will be waived from submitting tender fees subject to submission of the declaration of UDYAM on the CPPP Portal. For unsuccessful bidders, EMD will be refunded after the finalization of the Order, without any interest. For a successful bidder, the above Earnest Money amount will be converted into an initial Security Deposit and will be retained by BBJ till completion of the Defect Liability Period.	
05	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT OF CPPP, NIC	
06	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	19th Aug. 2023
		Document download Start Date	19th Aug. 2023 – 10:00 HRS
		Start Date of uploading of bid document	25th Aug. 2023 – 10:00 HRS
		End Date for uploading of bid document	1st Sept. 2023 – 15:00 HRS
		Date of opening of Technical Bid	2nd Sept. 2023 – 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(सौभिक भट्टाचार्य / Souvik Bhattacharya)
पर्यवेक्षक (सामग्री / खरीद और आईटी)/ Supervisor (M/P & IT)

INSTRUCTION TO THE BIDDERS

H.0 REGISTRATION OF BIDDER

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>

2.0 DIGITAL SIGNATURE CERTIFICATE (DSC)

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

3.0 SUBMISSION OF BID:

Bids are to be submitted online through the e-Procurement system of CPPP. Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the BOQ should be properly filled in. Tenders to be submitted in **two parts:**

h) TECHNO-COMMERCIAL & PRICE PART:

The Techno-Commercial & Price part will consist of –

h) PRE-QUALIFICATION CRITERIA OF THE BIDDER

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of the Technical Bid. Any bidder not qualifying PQC criteria will be rejected, and the price bid will not be opened.

- a) Earnest Money amounting to **₹ 25,000/-** (Rupees twenty-five thousand only). Scanned copy to be uploaded in e-Procurement portal and the physical instrument should reach BBJ-HO within the due date for submission of the bid.
- b) Copy of GST Registration Certificate.
- c) Copy of PAN Card
- d) Copy of relevant documents as per Clause no. 2.0 of "Special Condition of Contract".
- e) The tender documents are duly signed and sealed on each page excluding the BILL OF QUANTITY (BOQ).

ii) PRICE-PART –

Properly filled up BILL OF QUANTITY duly digitally signed to be uploaded in the financial part. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ. HSN/SAC code must be provided against each BOQ item.

4.0 EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSEs):

MSEs will be waived from submitting Bid Security/ Earnest Money subject to submission of the declaration of UDYAM.

MSEs will be given the following benefits:

- (h) Exemption from payment of the cost of tender document
- (ii) Exemption from payment of Bid Security/ Earnest Money

Firms registered with NSIC under its "Single Point Registration Scheme". (Exemptions will apply only to items/ services indicated under the description of work/ supplies/ services & value up to which the firms are registered with NSIC). To obtain the above benefits, firms should necessarily submit a signed copy of a valid Registration Certificate issued by NSIC. Firms that are in the process of obtaining NSIC Registration will not be considered for the benefits.

5.0 All costs and expenses incidental to the preparation of the tender, discussion, conference, pre-

award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.

6.0 No deviation from the tender conditions shall be accepted. Conditional and Incomplete tenders shall be rejected, and no additional clause shall be entertained. All rights reserved upon BBJ in this regard.

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

8.0 **CURRENCIES OF BID AND PAYMENT**

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

9.0 **FIRM PRICE ORDER:**

The price shall remain firm till completion of work as per order including modification thereof and no claim for variation in quantities, labour & materials prices etc will be entertained.

10.0 All taxes & duties (excluding GST), fees and other levies payable by the successful bidder under the contract or any other clause shall be included in the quoted prices.

11.0 **VALIDITY OF TENDER**

90 (ninety) days from the date of opening of tender or for a further period if mutually accepted. BBJ reserves the right to ask for the extension of validity if any.

12.0 **ORDER OF PRIORITY OF 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:

- a) Work order
- b) Letter of Award (LOA)
- c) Schedule of Items, Rates & Quantities
- d) Special Conditions of the Contract (SCC)
- e) Technical Specifications (TS)
- f) Scope of Work (SOW)
- g) Drawings
- h) Relevant Codes & Standards
- i) Notice Inviting Tender
- j) Instructions to the Bidders (IB)
- k) General Conditions of Contract

13.0 **IMPORTANT NOTES.**

BBJ reserves the right to:

- a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- b) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- c) Postpone or extend the above-mentioned date, split and distribute the work among more than one contractor without assigning any reason whatsoever.
- d) May ask for further qualification during techno commercial scrutiny of bids received.
- e) BBJ shall not be responsible for any delay, loss, damage for the bids sent by post.

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- f) BBJ shall not be liable for any expenses incurred by the bidder in preparation of the bid irrespective of whether it is accepted or not.
- g) 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.
- h) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such application.

(सौभिक भट्टाचार्य / Souvik Bhattacharya)
पर्यवेक्षक (सामग्री / खरीद और आईटी)/ Supervisor (M/P & IT)

SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS AND INTERPRETATION:

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

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

2. ELIGIBILITY CRITERIA:

The bidder should submit documentary evidence for the execution of similar jobs ("similar work" shall mean any type of civil work involving Earth Cutting, PCC, RCC work etc.) during the last 05 (five) years from the date of publication of the tender.

3. SCOPE OF WORK:

The scope of the bidder/ agency will inter alia comprise of but may not be limited to the following(s):

- a) The items and quantities falling under the scope of the successful bidder are as per the enclosed BOQ/ Abstract of Cost.
- b) Quantities allotted under the scope of the subcontract are tentative and may vary. Some of the item(s) may not be operated/ deleted from the BOQ. No extra claim would be admissible against any reduction in the scope or deletion of work.
- c) The successful bidder has to arrange MOBILIZATION AND DEMOBILIZATION INCLUDING CLEANING OF WORK site after completion of work.
- d) For earth filling all earth soil should be supplied from the site and all materials, tools & tackle will be supplied by the successful bidder including all lead, royalty, and mechanical compaction.
- e) The successful bidder has to execute the work with all supplies (Steel, Cement, Stone Chips, Sand, Grout, Materials, etc.) including all Plants, Equipment, Tools & Tackles etc.,
- f) Successful bidder has to arrange at his own cost all infrastructure facilities such as water/ electricity/ labour accommodation for the execution of the subject work.

4. DRAWING / SPECIFICATION

- a) The subject work has to be carried out as per BBJ's Drawings No. 3135-ERC-PRECAST SLAB-12/1 (attached with this tender document)/ relevant IS Codes/ specification/ direction of BBJ's Site In-charge, Prayagraj, UP.
- b) BBJ reserves the right to alter/ modify the design/ drawing/ specification to suit their requirement.
- c) The materials, as well as execution of the work, shall be to the relevant Indian Standard specifications and Code of practice (Latest version of the specification/ codes to be used).

5. SITE MOBILIZATION

- (i) The successful bidder has to start mobilization within 07 (seven) days from the date of issue of the Letter of Acceptance (LOA).
- (ii) The successful bidder to start physical work within 15 (fifteen) days from the date of issue of LOA.

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- (iii) The successful bidder has to show substantial progress within 15 (fifteen) days from the date of issue of LOA.
- (iv) In case the successful bidder fails to comply with the above milestone, the LOA will be withdrawn.

6. EARNEST MONEY:

- a) Earnest Money of **₹25,000/-** (Rupees twenty-five thousand only) by NEFT/ RTGS/ Demand Draft/ Banker's Cheque in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata.

Bank Details for NEFT/ RTGS:

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.
Bank Name: STATE BANK OF INDIA
Branch: DALHOUSIE SQUARE (CALCUTTA)
Bank Address: 2, B.B.D. BAGH (EAST), KOLKATA - 700001 (W.B.)
Bank Account No.: 11175160292
Bank Account Type: Current
IFS Code: SBIN0001401

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

- b) Earnest Money amount of the successful bidder will be converted into an initial security deposit and will be retained till completion of the Defect Liability Period, without any interest.
- c) For an unsuccessful bidder Bid Security will be returned after the finalization of the order, without any interest.

7. COMPLETION PERIOD

The date of commencement shall be reckoned from the date of LOA/ Order and entire work to be completed within **45 (forty-five) days** from the date of issue of LOA/ Order, whichever is earlier.

8. EXTENSION OF COMPLETION PERIOD:

If there is a delay for reasons not attributable to the successful bidder, BBJ, upon receipt of a written request from the successful bidder may extend the Milestone/ Completion time as suitable and fit reasonable to BBJ. No extra claim (including escalation) from the bidder will be entertained in such cases of time extension is granted.

9. RATE

The successful bidder must submit their offer strictly as per the Bill of Quantities. The bidder must quote the Basic Rate including all other taxes & duties (excluding GST) for the items mentioned in BOQ. The price must be firm during the tenure of this contract.

Notes:

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

10. TERMS OF PAYMENT:

- (a) The successful bidder shall prepare and submit R.A. Bills for work done in a particular month will be submitted monthly along with other relevant documents to Site In-Charge/BBJ, Prayagraj Site, U.P.
- (b) All the bills as mentioned above are to be submitted at the Site and the payments will be made from BBJ's Registered office at Kolkata.
- (c) Measurement for payment will be as per actual work done and certified by BBJ/ Site In-Charge/BBJ, Prayagraj Site, U.P.
- (d) **100%** (one hundred per cent) payment shall be made against each RA Bill within 45 (forty-five) days after submission of clear invoice duly certified by the Site In-Charge/BBJ, Prayagraj Site, U.P. [except following para no. 8(e)]
- (e) Statutory Deductions towards taxes & duties shall be made at source as per rules.
- (f) Final Bill: The bidder shall submit the final bill along with the copy of handing over the certificate. Payment against the final bill will be made to the bidder within 45 (forty-five) days after submission of clear invoice duly certified by the Site In-Charge/BBJ, Prayagraj Site, U.P. along with handing over taking over certificate.

11. PERFORMANCE BANK GUARANTEE (PBG)

- i) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to **5% (five percent)** of the contract price/ value of work order either by Bank Draft/ NEFT/ RTGS or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank of India in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the Performance Guarantee is not submitted within 21 days.
- ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus with 06 months claim period. In case, the time for completion of work gets extended, the successful bidder shall get the validity of Performance Guarantee extended to cover such extended time for completion of work with 06 months claim period.
- iii) In case the successful bidder fails to submit the requisite Performance Guarantee within the stipulated period as mentioned in the above paragraphs, the bid may consequentially be cancelled by BBJ, and the LOA shall stand withdrawn. The defaulting successful bidder shall be debarred from participating in Re-Tender for that work and his EMD/ SD/ PG/RA Bills shall be encashed/ invoked/ forfeited. In this regard, the decision of the Competent Authority of BBJ shall be final.
- iv) The formal Order shall be issued/ contract agreement (if any) shall be executed within a reasonable time only after receipt of Performance Guarantee from successful bidder. Till such time the order is issued/contract agreement (if any) is executed the successful bidder shall execute the work on the strength of LOA, but no payment shall be made to the successful bidder without order/ contract agreement. In the event the bid is cancelled by BBJ, and LOA is withdrawn accordingly due to non-submission of Performance Guarantee, the successful bidder shall have no right to claim on the executed work if any as aforesaid or any other claim whatsoever.
- v) The value of Performance Guarantee originally submitted by the successful bidder need not be changed for a variation of contract price/ order value up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 5% (five percent) as applicable for the excess value over the original contract value shall be deposited by the successful bidder within 21 days from the date of receipt of intimation from BBJ.
- vi) The Performance Guarantee shall be released after physical completion of the work plus after completion of 60 days thereafter based on 'Completion Certificate' issued by BBJ

- stating that the successful bidder has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period/ defect liability period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.
- vii) Whenever the contract is rescinded by BBJ due to failure of the successful bidder, the EMD/ Security Deposit of the successful bidder shall be forfeited, and their Performance Guarantee shall also be encashed. The balance work shall be got done independently without risk & cost of the failed successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work. If the failed successful bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- viii) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the LOA/ Contract (notwithstanding and/or without prejudice to any other provisions in the LOA/ Contract Agreement) in the event of:
- Failure by the successful bidder to extend the validity of the Performance Guarantee as described herein above, in that event BBJ may claim the full amount of the Performance Guarantee from the successful bidder.
 - Failure by the successful bidder to pay BBJ any amount due, either as agreed by them or determined under any of the Clauses/ Conditions of the LOA/ Order/ Contract Agreement, within 30 days of the service of notice to this effect by BBJ.
 - In the event of the LOA/ Contract being rescinded by BBJ under provisions of any of the clause/ condition of the LOA/ Order/ Contract Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

12. SECURITY DEPOSIT (SD):

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5% (five per cent)** of the Total Contract Value shall be deducted and shall be kept valid till completion of the entire contract period plus 06 (six) months i.e., up to end of Defect Liability Period. Security Deposit shall be in the following manner:

The Earnest Money deposited by the bidder along with the tender will be retained by the BBJ as part of the Security Deposit. The balance amount to make up for the total amount of the Security Deposit may be deposited by the successful bidder in the form of a Demand Draft/ Pay Order or may be recovered by percentage deduction from the bidder's RA Bills.

Recovery of Security Deposit: The Security Deposit/ rate of recovery/ mode of recovery shall be as under:

- Security Deposit for work should be 5% (five per cent) of the Contract value.
- The rate of recovery should be at the rate of 10% (ten per cent) of the gross bill amount till the full security deposit is recovered.
- Security deposits will be recovered only from the RA Bills of the bidder and no other mode of collecting SD such as SD in the form of instruments like BG etc., shall be accepted towards security Deposit.

Security Deposit shall be returned to the successful bidder after successful completion of the entire contract period plus 06 (six) months i.e., after the end of Defect Liability Period and subsequent to the following:

- After passing the final bill based on the "No Claim Certificate" with the approval of the Competent Authority.
- Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned bidder. This certificate, inter alia, should mention that the work has been completed in all

respects and that all the contractual obligations have been fulfilled by the successful bidder and that there is no due from the bidder to BBJ against the contract concerned.

13. QUANTITY VARIATION

- a) There may be quantity variation during the actual execution of work.
- b) If due to change in design/ drawing/ specification, there is any increase/ decrease in items/ quantities up to any extent of +/- 25% (plus/minus twenty-five per cent) of both, payment will be made only for the actual work done with the same rate, terms and conditions of the original order on the Bidder by BBJ duly certified by the Site In-Charge/BBJ, Prayagraj (Allahabad) Site, U.P.

14. MAINTENANCE/ DEFECT LIABILITY PERIOD:

The successful bidder shall fully guarantee to perform all his contractual obligation(s) in the scope of his work to perform strictly in accordance with the specifications within the given time frame. The work shall be free from all defects. Should any work not be performed by the successful bidder as intended or should the performed work be found to be defective within a period of **06 (six) months from the date of completion of the entire contract period**, such defective work shall upon notification of deficiency/ defect be promptly rectified by the bidder to the satisfaction of BBJ or any Inspection Agency nominated by BBJ without any delay and at no extra cost to BBJ. If the bidder fails to effect proper replacement within a reasonable time of receipt of BBJ's notification to this effect, BBJ shall be free to take such corrective action – forfeiture of EMD/Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.

15. SUBLETTING OF WORK

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

16. 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 Performance Guarantee and also rescind the contract, whether or not actual damage is caused by such default.

17. FIRM PRICE

The rate should be quoted inclusive of all prices and shall remain firm & shall not attract escalation due to any reason in pursuance of this contract from the date of order.

18. TAXES AND DUTIES

The bidder shall be exclusively responsible for payment of all Taxes, Royalties etc. (except Goods and Service 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 the procurement of materials for execution of the contract.

19. GOODS AND SERVICE TAX (GST):

- i) The successful bidder shall be liable to pay all applicable taxes including Goods and Service Tax (GST) or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, as applicable, separately in the bill/ invoice/ debit/ credit notes. Successful bidder shall quote their GST Identification No. (GSTIN) in all its bills/invoices/ debit/credit notes.
- ii) The successful bidder has to provide a proper invoice/ debit/ credit notes bearing QR Code wherever applicable in the form and manner prescribed under rules of the GST Act/ rules containing all the particulars mentioned therein. In the event the successful bidder fails to provide the invoice/debit/credit notes in the form and manner prescribed under GST, then in the event of such non-compliance of the GST Act/Rules, the successful bidder shall be liable to indemnify for any losses to the Company.
- iii) The successful bidder shall raise their tax invoice in the regular interval as per contract condition and upload their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from Bidder's bill.
- iv) The successful bidder shall upload/ submit/ report all supply invoices/ debit/ credit notes details in the form of prescribed statements/returns on the GSTN portal on or before the prescribed due dates date as per GST act/rules. The successful bidder shall pay the balance payable GST amount against supplies made to the Company on a monthly basis within due date from the appointed date regularly. Successful bidder shall reconcile the differences/ mismatches in submissions on GSTN portal if any before submission of their final monthly return.
- v) The successful bidder shall issue a credit note or debit note (if any) with reference to an original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from the Company and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. Successful bidder shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Company promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest etc. arises due to non-compliance by the successful bidder, the same shall be reimbursed by the successful bidder to the Company. In case the successful bidder disqualifies in any of the above, please note that the input tax credit (GST) shall not be available to the Company and the Company has right to hold the GST amount without any intimation until the matter get resolved and credit is available to the Company.
- vi) In the event where the input tax credit of the GST charged by the successful bidder is denied by the tax authorities to the Company, the Company shall be entitled to recover such amount from the successful bidder by way of adjustment from the next tax invoice/debit note. In addition to the amount of GST, the Company shall also be entitled to recover from the successful bidder interest along with applicable penalty imposed on the Company under GST laws. It is further agreed that in case the successful bidder fails to charge GST, if applicable, on the services/activities forming part of this agreement, at the time of raising invoices; the Company shall not be liable or responsible for reimbursing such tax, at any later date.

- vii) The Company reserves the right to change the aforesaid GST/ Tax terms and conditions as notified from time to time by Government of India or respective State Governments. It is further clarified that all payments under this agreement shall be subject to withholding taxes, if applicable.
- viii) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e., SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.

20. NEW LEVIES/ TAXES

In case Government imposes any new levy/tax 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. SUPERVISION & LABOUR:

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

22. LABOUR LAWS AND STATUTORY OBLIGATION:

The bidder will observe with the quoted rates all statutory obligations during the execution of the work including Minimum Wages Act, Act covering P.F., E.S.I and other statutory benefits under Employees Compensation Act, Contract Labour Regulation & Abolition Act 1970 & subsequent amendment and other Govt. Notifications, Acts in force in the State of UP/ Central Government. BBJ will have no responsibility in this regard.

23. INDEMNITY:

The Bidder shall indemnify BBJ against all claims in respect of their contractual obligations and also for their non-compliance of any statutory rules/ obligations/ laws taxes and duties etc.

24. TERMINATION OF CONTRACT:

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

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 the all other local rules & regulations/ rules of local Govt. bodies should be abide by & complied by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result 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.

25. ARBITRATION:

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

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 clearly evince the intention to refer to the disputes and differences that have arisen between the parties to Arbitration by the constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated/cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

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

It is also agreed by the parties that the Arbitration Proceedings shall be conducted in 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 only.

26. FORCE MAJEURE:

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

In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract. Provided that if the contract is terminated under this clause, BBJ shall be at liberty to take over from the successful bidder at a price to be fixed by BBJ, 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 successful bidder at

the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the successful bidder may, with the concurrence of BBJ, elect to retain.

27. JURISDICTION OF COURT:

The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

28. IMPORTANT NOTES

(A) 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 corresponding change in the value of 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.
- (v) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- (vi) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during preparation of 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.

(सौभिक भट्टाचार्य / Souvik Bhattacharya)
पर्यवेक्षक (सामग्री / खरीद और आईटी)/ Supervisor (M/P & IT)