

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.: BBJ/PRE-BID/NHIDCL/32-2023

Date: 16-Dec-2023

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

e-TENDER NO.	BBJ/GM(P&P)/PRE-BID/NHIDCL/32-2023	DATE	16-Dec-2023
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NOTICE INVITING e-TENDER.

Sealed Tenders under Two Bid System (Technical & Financial) are invited from reputed Agencies for the following work:

01.	NAME OF THE WORK	PRE-TENDER TIE-UP FOR THE CIVIL / STRUCTURAL WORK PART FOR THE WORK OF 'CONSTRUCTION OF MAJOR BRIDGE AT DESIGN CH. 28+200 OF HUNLI-ANINI ROAD (NH-313) IN THE STATE OF ARUNACHAL PRADESH ON EPC MODE UNDER SARDP.
02.	QUANTITY	AS PER THE BILL OF QUANTITY (BOQ)
03.	ESTIMATED PROJECT COST (EXCL. GST)	₹ 30.00 Cr.
04.	COMPLETION PERIOD	15 (FIFTEEN) MONTHS FOR THE ENTIRE WORK FROM THE DATE OF LETTER OF ACCEPTANCE (LOA) OR WORK ORDER, WHICHEVER IS EARLIER.
05.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
06.	EARNEST MONEY DEPOSIT (EMD)	RS.5,00,000/- (RUPEES FIVE 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". EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSE) FOR SUBMISSION OF "EARNEST MONEY" IS " NOT APPLICABLE " SINCE WORKS CONTRACT ARE EXCLUDED FROM THE PURVIEW OF PUBLIC PROCUREMENT POLICY FOR MSES ORDER, 2012 AND ITS LATEST AMENDMENT(S). TENDER DOCUMENTS WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST. FOR SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL MAINTENANCE PERIOD.
07.	MODE OF SUBMISSION OF TENDER	ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).

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		A HARD COPY OF THE UPLOADED BID (TECHNO-COMMERCIAL PART) SHALL HAVE TO BE SUBMITTED TO BBJ-HO BEFORE OPENING OF TECHNICAL BID.	
		TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID.	
		CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITE.	
08.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	16-Dec-2023
		DOCUMENT DOWNLOAD START DATE	16-Dec-2023 AT 10:00 HRS.
		START DATE OF UPLOADING OF BID DOCUMENT	17-Dec-2023 AT 10:00 HRS.
		END DATE FOR UPLOADING OF BID DOCUMENT	22-Dec-2023 AT 15:00 HRS.
		DATE OF OPENING OF TECHNICAL BID	23-Dec-2023 AT 15:00 HRS.
		DATE OF OPENING OF FINANCIAL BID	TO BE NOTIFIED LATER

(अनिमेष नियोगी/ Animesh Neogi)
महाप्रबंधक (परियोजना और खरीद) / General Manager (Project & Purchase)

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 Information's Centre (NIC) on payment of the requisite amount. Details are available at the web Site (<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>). Hardcopy of the uploaded/submitted bid shall have to be submitted to our office physically along with the EMD, Tender cost & all other documents. Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the Bill of Quantity should be properly filled in.

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 translation. The English version shall prevail in the matter of interpretation.

5. SUBMISSION OF BID

- a. All the pages of the Tender document are to be signed with Company's seal by the bidders. The rates in the appropriate space in the **BILL OF QUANTITY** of the tender should be properly filled in both in figures and words. No overwriting, use of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry legibly. Both the correction and new entry are to be signed and sealed with Company's seal. In the event of any difference between the figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender.
- b. The Tender shall be signed by the person legally authorized to enter into a commitment on behalf of the tenderer. Tenders are to be submitted in two parts as per following:
- c. Scanned copy of the EMD, Cost of Tender and other documents, as stated below, are to be uploaded in CPP's portal and a hard copy of the same to be sent addressed to GM(P&P) at BBJ's Head office in a sealed envelope, super scribing "TENDER NOTICE NO.":
 - i) **Earnest Money Deposit (EMD) of Rs.5,00,000/-** (Rupees five 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 a successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the entire job, without any interest.
 - ii) **Cost of Tender (Non-refundable): NIL**

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

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Bank Account Type: Current
IFS Code: SBIN0001401

PS: 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.

d. **TECHNO-COMMERCIAL PART:**

Scanned copy of the EMD, Cost of Tender and other documents, as stated below, are to be uploaded in CPPP's portal and a hard copy of the same to be addressed to General Manager (Project & Purchase) at BBJ's Head office in a sealed envelope, super scribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL PART:

- i) Signed copies of documents as per **Eligibility Criteria**.
- ii) **Bank Solvency Certificate** as per the format provided by BBJ.
- iii) Signed copy of **PAN, Goods & Service Tax (GST)** registration certificates.
- iv) Signed copy of **Provident Fund & Employees State Insurance (ESI) Registration Certificate**.
- v) Company's audited **Balance Sheet & Profit & Loss Account** for last 3 (three) years ending as on 31st March 2023.
- vi) Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page.
- vii) **Undertaking** towards acceptance of Terms & Conditions as laid down by the NHIDCL in their original tender no. eTender No. NHIDCL/Ar.Pr./H-A/Pkg-I/MJB/28+200/2023/3377.
- viii) 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.

e. **PRICE PART:**

Properly filled up **BILL OF QUANTITIES (BOQ)** is to be uploaded to CPPP's website. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.

- f. The above 'TECHNO-COMMERCIAL PART' shall have to be forwarded to GM(P&P) at BBJ's Head office.

6. **INTEGRITY PACT:**

The Bidder/ Contractor is required to enter into an Integrity Pact with BBJ, in the Format at Annexure-I. The Integrity Pact enclosed as Annexure-I will be signed by BBJ for and on behalf of Employer as its Agent / Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.

In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail. For monitoring of the Integrity Pact, BBJ has appointed the following eminent personality as Independent External Monitor(s) (IEM) :

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<p>Shri S. Srinivasan IAS (Retd.) Flat No. D 5 - 107, Block No. 5, V Floor, Kendriya Vihar, B.B. Road (Bangalore - Bellary Road), Yelahanka, Bangaluru – 64. Karnataka Email: s.srinivasan1980@gmail.com</p>	<p>Dr. M. N. Krishnamurthy, IPS DGP (Retd.) 910, 3rd Cross 9th Main, HRBR Layout, Kalyan Nagar, 1st Block. Bengaluru-560043. Karnataka Email: krishnamurthymn19@gmail.com</p>
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7. 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.
8. **No deviation to the tender conditions shall be accepted. Conditional tenders shall be rejected, and no additional clause shall be entertained. All rights reserved upon BBJ in this regard.**
9. 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.
10. **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.
11. Firm price order: 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.
12. All duties, taxes, fees and other levies except GST payable by the successful bidder under the contract or any other cause shall be included in the quoted prices.
13. The issue of tender documents to a certain firm does not necessarily mean that the tender of the said firm will be automatically considered. The consideration will be as per eligibility criteria, as detailed in the NIT and at the sole discretion of BBJ.
14. **VALIDITY OF TENDER**
210 (two hundred ten) days from the date of opening of tender till finalisation of the original Bid by **NHIDCL plus 30 days** or for a further period if mutually accepted. BBJ reserves the right to ask for the extension of validity if any.
15. **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:
- 1) Work order
 - 2) Letter of Award (LOA)
 - 3) MOU
 - 3) Schedule of Items, Rates & Quantities
 - 4) Special Conditions of the Contract (SCC)
 - 5) Technical Specifications (TS)
 - 6) Scope of Work (SOW)
 - 7) Drawings
 - 8) Relevant Codes & Standards

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- 9) Notice Inviting Tender
- 10) Instructions to the Bidders (IB)
- 11) General Conditions of Contract
- 12) Any other documents forming part of the Contract.

SCOPE OF WORKS

1. DESCRIPTION OF WORK:

Description of work – Construction of Major bridge at Design Ch. 28+200 of Hunli-Anini Road (NH-313) in the State of Arunachal Pradesh on EPC basis.

2. BRIEF SCOPE OF WORK OF THE AGENCY:

- (a) The agency will take up procurement of steel, cement, bearing, expansion joints, etc. in close co-ordination with BBJ, so that the specification, quality, source, etc. and delivery schedule of manufacturer satisfies the overall requirement of the project.
- (b) The agency will provide all required covered workshops, plant, equipment, machineries, labour, consumables, power, supervision, testing & inspection facilities, temporary works, fixtures etc. all complete in line with this tender and as per required specification.
- (c) (The tender documents, etc. of NHIDCL, enclosed with this tender, would be a part of this tender.
- (d) The Supply, Fabrication & Erection of steelwork and bearing only for the Bow String Girder will be excluded from the scope of the agency.
- (e) During execution stage, the item and its quantity along with specifications of the Civil work of each BRIDGE may change from the tendered BOQ, based on finally accepted design drawing for the work.
- (f) The selected agency has to undergo execution of formal pre-tender tie-up MOU with BBJ.

3. MAJOR RESPONSIBILITY OF THE AGENCY

- (i) Commencement and completion date: The respective dates, valid for BBJ (as mentioned in the NHIDCL's tender Document enclosed herewith) will also be binding on the agency.
- (ii) Variation: In case BBJ has to negatively adjust the rates for variation as per terms of the contract, the same will be applicable to the agency, irrespective of whatever may be variation for the work under the scope of the agency.
- (iii) Maintenance: The agency will be bound to follow this provision as per NHIDCL tender for their part of work.

It is once again clearly stated that the agency, willing to tie-up, must agree to share any risk and responsibility (whether specifically mentioned in this document or not) of BBJ in proportion to their value of work, whomsoever being the reasons are attributable in back-to-back manner.

4. AWARDING OF JOB TO THE AGENCY

In case the job is awarded to BBJ by NHIDCL, BBJ will in turn offer the agency the job as per their offer and further negotiation, as necessary.

SPECIAL CONDITION OF THE 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 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 finally accepted by BBJ.

2. ELIGIBILITY CRITERIA

A. TECHNICAL CRITERIA:

Completion / Substantial completion of at least one similar contract (execution of RCC Substructure with Pile/ Well/ Open Foundation & RCC/Steel Superstructure of a Railway/ Roadway Bridge/ Viaduct/ Flyover, etc.) for a minimum value of **60%** of Estimated Value for a single completed/ substantially completed work or **40%** of Estimated Value for each of two nos. completed/ substantially completed work or **30%** of Estimated Value for each of three nos. completed/ substantially work, in last 5 financial years (i.e., current year and 5 previous financial years.)

B. FINANCIAL CRITERIA:

- a) Total contract payment received during current year and 3 previous financial years should be minimum 100% of Estimated Value.
- b) Authentic Certificates in the form of Audited Balance Sheet and Profit & Loss shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/ client, duly certified by the Chartered Accountant.

3. WORKMANSHIP:

The workmanship for the fabrication operations, Testing, Material shifting etc shall be closely monitored by The Agency’s supervisory staff as per the specification and as directed by the Engineer/ Engineer In-Charge of Authority and/or any other authorised agency of the Authority. Any work done by The Successful bidder is found unsatisfactory or a major mismatch is observed at the time of erection at the site that should be rectified/redone as per the instructions, immediately after notifying The Successful bidder. If the Successful bidder fails to do so and the same is done by Authority and the Authority deducts the cost pertaining to the same from BBJ then BBJ will also recover the same amount from any due payment of the Successful Bidder.
Any rejection on grounds of quality shall be re-done at the successful bidder’s cost.

4. QUANTITY OF WORK TO EXECUTE

The total quantity of part of work as per Bill of Quantity (BOQ) can vary to any extent as decided by BBJ but the unit rate finalized will not change up to the completion of the project.

5. The bidder(s) is required to submit quotations for items listed in either Price Schedule – 1, or Price Schedule – 2, or Price Schedule – 3. It’s important to note that work under Price Schedule – 1 or Price Schedule 2 & 3 shall be in effect simultaneously.

6. DURATION OF WORK

Time is the essence of this contract. Duration of work is **15 (fifteen) months**, and the date of commencement will be considered the date of acceptance of Letter of Award (LOA) or Work Order, whichever is earlier.

Note:

- a) The approval drawing series may be changed by the Authority. In that case, the fabrication agency shall be bound to carry out the fabrication work as per the said changed approval drawing series without any other claim to BBJ on account of such changes.
- b) Target production indicated above may be modified by BBJ as per the requirement of the Authority and no claim will be entertained on this account.

If the overall completion schedule needs to be extended due to any reason which is solely beyond the control of the successful bidder and causing hindrance to work progress the said extension of completion schedule shall be granted without L.D subject to the receipt of extension of completion schedule by BBJ from the Authority without L.D.

7. RATE

The successful bidder must submit its offer strictly as per the Bill of Quantities (“BOQ”) of this tender document on **Item Rate basis (excluding GST)**. The bidder must quote the rates inclusive of all but excluding GST for the items mentioned in BOQ. Income Tax and other statutes, if any, as per norm will be deducted at source from each RA bill. The quoted rates shall remain firm during the pendency of the contract and shall not escalate in any condition.

The rate shall be inclusive of detailed works as described above (ref. “SOW/ BOQ”) to make the entire project complete and functional, as per the requirement of the client, including all changes/ modifications/ revisions etc. required during the execution of the work as per site condition etc. It shall also charge for vetting of drawings, incidental charges, whatsoever, during the entire period of the Contract. Nothing extra shall be payable over the accepted rates.

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.

8. BILLING AND PAYMENT:

Necessary statutory deductions will be affected from the RA Bills of the agency. The agency will submit their RA Bills along with relevant documents to BBJ. BBJ will make a full work bill for submission to client. The payment to the agency will be made as per certification of NHIDCL and after 21 days from receipt of corresponding payment from NHIDCL as per Schedule H, Article 14, etc. as applicable of the EPC Agreement Document on back-to-back basis.

9. 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.

10. GOODS AND SERVICE TAX (GST)

- i) The successful bidder shall be liable to pay all applicable taxes [**excluding 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

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- 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.

11. 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.

12. CLAIM:

It should be explicitly understood that as a consequence of pre-tender tie up there would not be, under any circumstances, any claim from the agency payable by BBJ but not admissible by NHIDCL.

13. ASSISTANCE:

The agency will actively assist BBJ in resolving contingencies, if any, sharing the cost and risk.

14. PERFORMANCE GUARANTEE

- i) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to **3% (three 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 original 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 3% (three 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:
 - (a) 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.

- (b) 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.
- (c) 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.

15. SECURITY DEPOSIT:

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5% (five percent)** of the Total Contract Value shall be deducted and should be kept valid till completion of the entire contract period plus 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 with 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 contractor's bills.

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

- (i) Security Deposit for work should be **5% (five percent)** of the Contract value and shall be recovered from the R/A bill.
- (ii) The rate of recovery should be at the rate of **10% (ten percent)** of the gross R/A bill amount till the full security deposit is recovered.
- (iii) Security deposits will be recovered only from the bills of the contractor 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 contractor after successful completion of entire Order plus after the end of Defect Liability Period and after the following:

- a. After passing the final bill based on the "No Claim Certificate" with the approval of the Competent Authority.
- b. Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned contractor. 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 contractor and that there is no due from the contractor to BBJ against the contract concerned.

16. SD/ RETENTION:

The deduction from RA bills of the agency, ceiling limit and refund / forfeiture would be in line with the NHIDCL tender and applicable on the contract value of the agency.

17. PAYMENT OF ADVANCE AND REPAYMENT:

Would be applicable as per the terms of NHIDCL tender and applicable on the contract value of the agency. The recovery of advances and interests will be in accordance with that made by NHIDCL and will be made from agency's bills. If the said advance(s) and interest(s) is/are recovered from BBJ's bill(s) by NHIDCLs and there is no scope of recovery of the same from agency's bill(s), the agency will pay equivalent amount to BBJ within 7 days of demand from BBJ.

18. PRICE VARIATION

The price variation clause as per NHIDCL Tender will be applicable, but subject to the lower ceiling limit applicable to the value of contract between NHIDCL and BBJ and upper ceiling limit applicable to the value of work of the agency.

19. LAND:

The agency should arrange land for constructional activities at their own cost.

20. SURVEY:

The full survey team and instruments, required for the whole work, will be mobilised by the agency. The agency will allow the same to work for BBJ also without any charge.

21. ACTUAL ENGAGEMENT:

It should be explicitly understood that engagement of the agency for the specified scope of work might be subject to approval of NHIDCL. This will override any other provision made in this contract agreement. There should not be any claim of the agency in this regard.

22. QA/QC:

The QA/QC system, established by the agency will follow the QAP, etc. as will be approved by BBJ / NHIDCL / their authorised representative within their quoted price.

23. PROGRAMME:

The agency with their offer will submit, keeping in view the Dates as specified in NHIDCLs' tender documents enclosed herewith and overall completion, the following:

- » Overall detail programme showing all activities.
- » Proposed Site organisation chart

If in case of actual deployment, additional mobilisation over the above is required, the agency will deploy the same without any extra cost to BBJ.

24. GENERAL TECHNO-COMMERCIAL TERMS AND CONDITIONS:

On back-to-back basis unless otherwise specified herein.

25. LIQUIDATED DAMAGES

- a) 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.
- b) 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.
- c) 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.**
- d) 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.
- e) 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.

26. PVC & OTHER CONDITIONS

As per original agreement with NHIDCL.

27. 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 agency/ agencies. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect 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.

28. 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 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/ 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.

29. 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, 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.

30. Tender Terms/ Additional Special Condition/ Technical Conditions as incorporated by the NHIDLC shall be an integral part of the tender document.

31. IMPORTANT NOTES;

(A) BBJ reserves the right to:

- i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- ii) Cancel tender at its discretion without assigning any reasons whatsoever.
- iii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- iv) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- v) May ask for further qualification during techno commercial scrutiny of bids received.
- vi) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- vii) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during the preparation of bid irrespective of whether it is accepted or not.
- viii) 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.
- ix) 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.

(अनिमेष नियोगी/ Animesh Neogi)

महाप्रबंधक (परियोजना और खरीद) / General Manager (Project & Purchase)