

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA - 700 001 (WEST BENGAL)
PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961
E-MAIL: info.bbjconst@bbjconst.com; WEBSITE: www.bbjconst.com

NOTICE NO.	eNIT/TIE-UP/DC/EPC-KATHOJODI/31-2023	DATE	08-Dec-2023
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NOTICE INVITING PRE-TENDER TIE-UP

Sealed Tenders are invited from reputed individuals/ agencies/ consultants for the following work:

01.	NAME OF WORK	PRETENDER TIE-UP WITH DESIGN CONSULTANTS IN CONNECTION WITH THE WORK FOR "CONSTRUCTION OF IMPORTANT BR. 553 (18X45.7M OWG) AT KM 411/537 OVER KATHOJODI RIVER IN EPC MODE (DESIGN AND EXECUTION OF FOUNDATIONS, SUBSTRUCTURES & SUPERSTRUCTURES) BETWEEN NIRGUNDI (NGR) AND BARANGA (BRAG) IN CONNECTION WITH CONSTRUCTION OF 3RD LINE BETWEEN BHADRAK (BHC) AND VIZIANAGRAM (VZM) UNDER KHURDA ROAD DIVISION OF EAST COAST RAILWAY IN THE STATE OF ODISHA, INDIA".
02.	SCOPE OF WORK	AS PER SOW AND BOQ
03.	COMPLETION PERIOD	AS DETAILED IN BID DOCUMENT
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS. 5,000/- (RUPEES FIVE 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. EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSE) FOR SUBMISSION OF "TENDER FEE" IS " NOT APPLICABLE " SINCE WORKS CONTRACT ARE EXCLUDED FROM THE PURVIEW OF PUBLIC PROCUREMENT POLICY FOR MSES ORDER, 2012 AND ITS LATEST AMENDMENT(S).
04.	EARNEST MONEY DEPOSIT	RS. 25,000/- (RUPEES TWENTY-FIVE 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". 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

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		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.	
05.	MODE OF SUBMISSION	ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL). A HARD COPY OF THE UPLOADED BID (ONLY THE TECHNO-COMMERCIAL PART) SHALL HAVE TO BE SUBMITTED TO BBJ-H.O. BEFORE OPENING OF THE TECHNICAL BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITE.	
06.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	08-Dec-2023
		Document download Start Date	08-Dec-2023 - 10:00 HRS
		Start Date of uploading of bid document	09-Dec-2023 - 10:00 HRS
		End Date for uploading of bid document	14-Dec-2023 - 15:00 HRS
		Date of opening of Technical Bid	15-Dec-2023 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(अनिमेश नियोगी/ ANIMESH NEOGI)
महाप्रबंधक (पीआरओजेईटी एंड परचेज)/ GENERAL MANAGER (PROJECT & PURCHASE)

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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, by 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 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 the 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 other languages, 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.

b) The Tender shall be signed by the person legally authorized to enter into a commitment on behalf of the tenderer.

c) TECHNO-COMMERCIAL PART:

A scanned copy of the EMD, Cost of Tender and other documents, as stated below, are to be uploaded to CPPP's portal and a hard copy of the same is to be addressed to DGM(P-V) at BBJ's Head office in a sealed envelope, superscribing "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) Company's audited Balance Sheet & Profit & Loss Account for last 03 (three) years ending as on March 31, 2023.

v) Downloaded Tender document (without quoting any price in Techno-commercial bid) duly signed with an official stamp on each page.

vi) 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			

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

- d) **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.
- e) The above two sealed envelopes i.e., 'TECHNO-COMMERCIAL PART' and 'FEE PART' shall again be put into another sealed envelope superscribing "TENDER NOTICE NO./NAME OF WORK" to be addressed to DGM(P-V) 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) :

<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, Bengaluru - 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, and 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 from the tender conditions will be accepted. Conditional tenders shall be rejected, and no additional clause will 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.

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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 by BBJ.
12. All duties, taxes, fees and other levies payable by the successful bidder under the contract or any other cause shall be included in the quoted prices.
13. **VALIDITY OF TENDER**
180 Days or Till finalisation of the original Bid by Authority plus 45 days or for a further period if mutually accepted. BBJ reserves the absolute right to decide to ask for an extension of validity if any.
14. 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.
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:
 - a) Work order
 - b) Letter of Acceptance (LOA)
 - c) MOU
 - d) Schedule of Items, Rates & Quantities
 - e) Special Conditions of the Contract (SCC)
 - f) Technical Specifications (TS)
 - g) Scope of Work (SOW)
 - h) Drawings
 - i) Relevant Codes & Standards
 - j) Notice Inviting Tender
 - k) Instructions to the Bidders (IB)
 - l) General Conditions of Contract
 - m) Any other documents forming part of the Contract.
16. **Bidder should submit the documents in Hard Copy (only Techno-commercial part) on or before as stipulated in "DATE & TIME SCHEDULE" to the address mentioned above.**

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SCOPE OF WORKS

1.0 DESCRIPTION OF WORK:

Design Consultancy in connection with the work of "Construction of important Br. 553 (18x45.7m OWG) at km 411/537 over Kathojodi River in EPC mode (design and execution of foundations, substructures & superstructures) between Nirgundi (NGR) and Baranga (BRAG) in connection with construction of 3rd line between Bhadrak (BHC) and Vizianagaram (VZM) under Khurda Road Division of East Coast Railway in the State of Orisha, India

1.1 THE SCOPE OF WORK BROADLY INCLUDES THE FOLLOWING:

A) Scope of work during Pretender Stage:

1. Preliminary Design of substructure with well foundation for RDSO std.45.7m span (25T-2008) steel girder including assessment of bearing load reaction and based on RVNL's GAD
2. Preparation of Bill of quantity (BOQ) as per preliminary design.

B) Scope of work during Post tender Stage:

1. Detail Design of substructure with well foundation for RDSO Std. 45.7m span (25T-2008) steel girder including assessment of bearing load reaction and based on RVNL's GAD and survey, and soil report provided by BBJ.
2. Preparation of Bill of quantity (BOQ) w.r.t. final design.
3. Construction Methodology, QAP, etc.
4. Proof Checking and obtaining approval.
5. Providing technical assistance as and when required for the scope of work for the bridge during execution.
6. Preparation of as built drawing for the entire work along with maintenance manual.
7. Providing assistance during maintenance/defect liability

C) The agency will arrive at bearing load reaction from steel super structure (45.7m span -25T-2008 RDSO Std. girder), take up Design of well Foundation, RCC Substructure for pier and abutment including wing wall, return wall, retaining wall, drain, toe wall, etc. as per IRS bridge codes/manuals, etc. Bill of Quantities for the work as per drawings in both Pretender and Post tender stages.

D) The agency will be responsible for the submission, approval and proof checking of the Design of the work as stated in (a), based on the soil and survey report provided by BBJ during post tender stage in close co-ordination with BBJ/BBJ's appointed Design Director and or Authority's engineer. The agency will also be responsible for preparation and submission of the as made drawings related to the work on completion.

E) The bid documents, drawings, etc. of the Authority, enclosed with this tender, would be a part of this tender. The Agency will fulfil inter alia the following requirements of contract without any extra cost:

F) During execution stage, the agency will provide necessary assistance to BBJ as & when required by providing necessary experienced manpower as per Tender condition and assist in obtaining approval from the authority in all stages.

G) The selected agency has to undergo execution of formal pre-tender tie-up MOU with BBJ.

1.2 AWARDING OF JOB TO THE SUCCESSFUL BIDDER

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In case the job is awarded to BBJ by Authority, BBJ will in turn offer the successful bidder the job as per their offer and further negotiation, as necessary. The pre-tender MOU signed with the successful bidder shall be converted into Work Order.

1.3 MAJOR RESPONSIBILITY OF THE SUCCESSFUL BIDDER

- (i) Commencement and completion date: The respective dates, valid for BBJ (as mentioned in the Authority' tender Document mentioned herein) will also be binding on the agency.
- (ii) Variation: In case BBJ has to 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/ Defect Liability Period: The agency will follow this provision as per the original tender by the Authority for their part of work.

It is once again clearly stated that the successful bidder, 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 a back-to-back manner.

The bidder must quote considering the provisions as per the Principal Client's tender document (e-Tender No. RVNL-BBS-NRG-BRAG-Br-553-), available on the authority's website as well as BBJ's website.

The bidder has to fulfil all the formalities, obligations, conditions, specifications etc. in line with the Principal Client's bid condition in case of the association during the execution stage.

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SPECIAL CONDITION OF CONTRACT

1.0 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.

2.0 ELIGIBILITY CRITERIA:

2.1 TECHNICAL CRITERIA:

Completion/ Substantial Completion (90% of project value) of similar Consultancy Work for Contract involving substructure work with well foundation of bridge for Road / Rail traffic for a minimum value of **1.0 Crore for a single completed/substantially completed work** or **0.75 Crore for two nos. completed/ substantially completed work** or **0.50 Crore for three nos. completed/substantially completed work**, in last 5 financial years.

The bidder should clearly mention documents/ certificates, which he has submitted, as a reference to be considered, for evaluation of technical eligibility.

2.2 FINANCIAL CRITERIA:

Total Consultancy Turnover during the current year and 3 previous financial years should be a minimum of **Rs.3.00 Cr.**

3.0 ADDITIONAL SPECIAL CONDITION:

The bidder has to fulfil all the formalities, obligations, conditions and specifications in line with the Principal Client's bid condition in case of the association during the execution stage.

4.0 COMMENCEMENT & COMPLETION OF WORK

- a) 6 (six) months from date of LOA for Design and Drawing work including proof checking approval by Authority under scope of work during post tender stage.
- b) For entire work 30 months as per original contract period including extension by RVNL (i.e. completion of project) as per scope of work during post tender stage.

5.0 EXTENSION OF DELIVERY PERIOD:

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

6.0 RATE

The successful bidder must submit its offer strictly as per the Bill of Quantities ("BOQ") of this tender document on **Item Rate basis**. The bidder must quote the rates inclusive of all and including 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

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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.

7.0 TAXES & DUTIES

The successful bidder shall be exclusively responsible for payment of all Taxes, Royalties etc. (including 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.

8.0 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

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- 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.

9.0 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.

10.0 BILLING AND PAYMENT TERMS:

The payment shall be made from our office in the following manner:

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. Preferably, the payment to the agency will be made as per certification of BBJ's appointed Design Director/ Authority and within 15 days from receipt of corresponding payment from Authority as per Schedule of EPC Agreement Document on proportionate basis or on-stage payment basis as mutually agreed.

Payment to be made as per following stage:

- a) For completion of work during pre-tender stage- 2% of total quoted price.
- b) Till completion of work during post tender stage – 93% of total quoted price.
- c) Balance 5% of total quoted price to be paid after completion of work.

11.0 CLAIM:

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

12.0 ASSISTANCE:

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

13.0 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 **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

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- (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 completion of Defect Liability Period or Maintenance Period, whichever is later 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:
 - 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.

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14.0 RETENTION MONEY & SECURITY DEPOSIT:

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

15.0 DEFECT LIABILITY PERIOD/ MAINTENANCE PERIOD:

The successful bidder fully guarantees all their scope of work to perform strictly in accordance with the original bid conditions.

16.0 CONFIDENTIALITY OF DOCUMENTS

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

17.0 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 vendor directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

18.0 INSPECTION OF WORKS

BBJ and/or Principal Client's representatives or Engineer-In-Charge will have full power and authority to inspect the works at the workshop or site, at any time and the agency shall afford or provide for Engineer-In-Charge every facility and assistance to carry out such inspection. The successful bidder shall at all times during the usual working hours and all other times at which reasonable notice of the intention of Engineer-In-Charge or his representative to visit the works shall have been given, the successful bidder's representative duly accredited in writing, be present for the purpose.

19.0 LIQUIDATED DAMAGE

Liquidated Damages shall be as per the bid document of the Authority as available at the original bid document.

20.0 PRICE VARIATION

NOT APPLICABLE

21.0 PAYMENT OF ADVANCE AND REPAYMENT

NOT APPLICABLE

22.0 SURVEY:

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

23.0 ACTUAL ENGAGEMENT:

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

24.0 PROGRAMME:

The agency with their offer will submit the programme of Design and drawing activities, keeping in view the Dates as specified in authority's' tender documents mentioned herein and overall completion, the following:

- » Overall detailed programme showing all related activities.

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

25.0 GENERAL TECHNO-COMMERCIAL TERMS AND CONDITIONS:

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

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26.0 WORKMEN'S COMPENSATION POLICY

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

27.0 PROVIDENT FUND

The successful bidder will be required to cover all their workmen engaged 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 Accounts department every month failing which no RA bill payment will be made.

28.0 STATUTORY COMPLIANCE

The successful bidder shall ensure strict compliance with all applicable labour laws including 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. Acts, Industrial Safety regulations, laws pertaining to use/storage of explosives for the work. The successful bidder shall submit to BBJ the required documents as proof. Consequentially all labour codes as becomes effective (as and when) have to be complied.

29.0 COMPLIANCE WITH LABOUR LAWS:

The Successful Bidder must comply with and fulfil all the statutory provisions/ conditions required Acts & Rules (as applicable), under the Law of the Land, including the subsequent amendments to the same till date therein.

30.0 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 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.

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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.

31.0 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.

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.

32.0 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.

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Provided that if the contract is terminated under this clause, the successful bidder 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 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 the Purchaser, elect to retain.

33.0 INDEMNITY

The Successful Bidder shall indemnify BBJ against all claims and losses suffered or will be suffered by BBJ for the reason of the successful bidder in respect of their contractual obligations.

34.0 IMPORTANT NOTES:

BBJ reserves the right to:

- 34.1 Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- 34.1.2 Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- 34.1.3 Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- 34.1.4 May ask for further qualification during techno commercial scrutiny of bids received.
- 34.1.5 BBJ shall not be responsible for any delay, loss or damage for bids sent by post.
- 33.1.6 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.
- 34.1.7 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.
- 34.1.8 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.

(अनिमेश नियोगी/ ANIMESH NEOGI)
महाप्रबंधक (पीआरओजेईटी एंड परचेज)/
GENERAL MANAGER (PROJECT & PURCHASE)