

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

NIT No. eNIT/ROB/KHURDA/T-17-2024

Date: December 16, 2024

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.	eNIT/ROB/KHURDA/T-17-2024	Date:	16 Dec 2024
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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 the work as detailed in "**Scope of Work**"/ "**BOQ**", here under:

1	NAME OF WORK	CONSTRUCTION OF THE PROPOSED ROAD OVER BRIDGE (ROB) SPAN (1X60 MTR. BOW STRING GIRDER+1X 18MTR COMPOSITE GIRDER) AT RLY. KM 425/21-23 IN LIEU OF LC NO.183 BETWEEN BRAG- MCS STATIONS AND (2) CONSTRUCTION OF ROAD OVER BRIDGE (ROB)SPAN (1X36 MTR. BOW STRING GIRDER) AT RLY. KM. 608/14-16 IN LIEU OF LC. NO. 317 BETWEEN BAM-GTA STATIONS ON BHC- PSA MAIN LINE OF KHURDA ROAD DIVISION
2	SCOPE OF WORK	AS PER NIT/ BOQ
3	COST PUT TO TENDER/ BASIC COST	RS. 25,89,74,076.00 INCLUDING GST.
4	COMPLETION PERIOD	22 (TWENTY-TWO) MONTHS FOR ENTIRE WORK FROM THE DATE OF LETTER OF ACCEPTANCE (LOA) OR WORK ORDER, WHICHEVER IS EARLIER.
5	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS.10,000/- (RUPEES TEN 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 MSE ORDER, 2012 AND ITS LATEST AMENDMENT(S).
6	EARNEST MONEY	RS.20,00,000/- (RUPEES TWENTY LAKH ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".

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		<p>TENDER DOCUMENTS WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED.</p> <p>FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST.</p> <p>FOR SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFUL COMPLETION OF THE DEFECT LIABILITY PERIOD.</p> <p>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 MSE ORDER, 2012 AND ITS LATEST AMENDMENT(S).</p>	
07	MODE OF SUBMISSION	<p>ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).</p> <p>A HARD COPY OF THE BID, AS UPLOADED, (TECHNO-COMMERCIAL) SHALL HAVE TO BE SUBMITTED TO BBJ'S REGISTERED OFFICE WITHIN FIVE (05) DAYS OF BID SUBMISSION LAST DATE.</p> <p>TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID.</p> <p>CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITE.</p>	
08	DATE & TIME SCHEDULE:	Date of Publishing NIT & Tender Documents	16-12-2024
		Document download Start Date	16-12-2024 - 10:00 HRS
		Start Date of uploading of bid document	23-12-2024 - 10:00 HRS
		End Date for uploading of bid document	30-12-2024 - 15:00 HRS
		Date of opening of Technical Bid	31-12-2024 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

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

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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, through logging on to <https://eprocure.gov.in/eprocure/app>.

2. **DIGITAL SIGNATURE CERTIFICATE (DSC)**

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC) on payment of the requisite amount. Details are available at the 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>). Tender along with all other required documents are to be signed and sealed by the authorised signatory while submitting the bid through CPPP. While submitting Price Bid on CPPP, the rates should be properly filled in the appropriate space in the BILL OF QUANTITY (BoQ) of the Tender.

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

4. **LANGUAGE**

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

5. (a) **Cost of Tender (Non-Refundable) of Rs.10,000/-** (Rupees ten thousand five hundred only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". Cost of tender is not refundable.

(b) **Earnest Money Deposit (EMD) of Rs.20,00,000/-** (Rupees twenty lakh only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In the case of successful bidder, EMD shall be converted to part of Security Deposit and will be retained by BBJ till the completion of the entire job. EMD shall not carry any interest.

(c) **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

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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.

6. **SUBMISSION OF BID:** The Tender shall be signed by the person legally authorised to enter into commitments on behalf of the Tenderer. All pages of the Tender document and other required documents are to be **signed by the authorised signatory with Company's seal**. Tenders are to be submitted in two parts as described below.

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

- (i) Signed copies of documents as per Eligibility Criteria as per Clause No 2 of Special Conditions of Contract.
- (ii) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates.**
- (iii) Signed copy of **Provident Fund & Employees State Insurance (ESI) Registration Certificate.**
- (iv) Certificate of the Incorporation of the Company/ Partnership Deed/ DIN/ CIN etc.
- (v) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) financial years ending 31st March of the previous financial year. However, in case balance sheet of the previous year is yet to be audited, the audited balance sheet of fourth previous year shall be considered.
- (vi) Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page.
- (vii) **Solvency Certificate** (as per attached format) for at least **40%** of the advertised value of the tender.
- (viii) Integrity Pact as per Para 7 and Annexure-I.
- (ix) 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.

(b) **PRICE BID:** The rates are to be properly filled up in appropriate space in BILL OF QUANTITIES (BoQ) of the Tender and uploaded on CPPP's website. **Price bid of only Techno-Commercially Qualified bidders shall be opened.**

7. **INTEGRITY PACT:**

The Bidder/ Contractor is required to enter into an Integrity Pact with BBJ, in the Format at

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Annexure-I. The Integrity Pact enclosed at 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 Sunil Pandey IFoS (Retd.) 249, Phase-I, Vasant Vihar, Dehradun – 248001. Uttarakhand Email: pandey.sunil90@yahoo.co.in</p>	<p>Dr. Ravindra Kumar Srivastava IAS (Retd.) A6, Anand Niketan, New Delhi - 110021 Email: srivastava.rks@gmail.com</p>
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8. All costs and expenses incidental to the preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be borne by the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
9. **Works Contract are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012.**
10. **No deviation to the tender conditions shall be accepted. Conditional tenders shall not be accepted, and no additional clause shall be entertained. BBJ reserves all rights in this regard.**
11. 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.
12. **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.
13. **Price Variation Clause (PVC) shall be applicable** as stated at General Instructions to Tender.
14. All duties, taxes, fees and other levies payable by the bidder under the contract or any other cause shall be included in the quoted price.
15. **PREFERENCE TO MAKE IN INDIA:**
The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P45021/2/2017-PP (BE-II) dated 16th September 2020, as amended from time to time up to Bid Due Date, shall be applicable to the bidding process and award of the contract shall be done accordingly.

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

16. **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):**

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

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

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

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

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

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

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

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

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or

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management rights or shareholders agreements or voting agreements.

19. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
20. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
21. Where no natural person is identified under (19) or (20) or (21) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
22. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
23. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
Note:
 - i. The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-A.
 - ii. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.
24. **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.
25. **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) 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
 - 9) Notice Inviting Tender
 - 10) Instructions to the Bidders (IB)
 - 11) General Conditions of Contract
 - 12) Any other documents forming part of the Contract.
26. **Bidder should submit the documents in Hard Copy on or before as stipulated in "DATE & TIME SCHEDULE" to the address as mentioned above.**

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SCOPE OF WORKS

NAME OF WORK: CONSTRUCTION OF THE PROPOSED ROAD OVER BRIDGE (ROB)SPAN (1X60 MTR. BOW STRING GIRDER+1X 18MTR COMPOSITE GIRDER) AT RLY. KM 425/21-23 IN LIEU OF LC NO.183 BETWEEN BRAG- MCS STATIONS AND (2) CONSTRUCTION OF ROAD OVER BRIDGE (ROB)SPAN (1X36 MTR. BOW STRING GIRDER) AT RLY. KM. 608/14-16 IN LIEU OF LC. NO. 317 BETWEEN BAM-GTA STATIONS ON BHC- PSA MAIN LINE OF KHURDA ROAD DIVISION.

The scope described hereunder is only indicative and shall be deemed to be inclusive of all items to be executed for successful completion of the work as per Specifications and Drawings.

Bidder to read understand and consider all the conditions, special & additional special conditions, instructions, specifications, work scope etc. before quoting rates.

- 1. INDICATIVE SCOPE OF WORK: (IN GENERAL, BUT MAY NOT BE LIMITED TO):**
The job to be carried out in accordance with the BOQ and as advised by the site-in-charge and also consists of the followings:
- 1.1 Preparation of all detailed structural drawings and arranging approval of competent authority all complete. It also includes preparation of Quality Assurance Plan (QAP) for sub-structure, foundation, super-structure including bearings.
 - 1.2 Construction of RCC open foundation / pile foundation & pile cap as per approved drawings. Construction of RCC abutments and piers, for Composite Plate Girders /Bow String Girders and for PSC/RCC Girders as per approved drawings.
 - 1.3 Preparation of Temporary Arrangement Drawings (TAD), Launching Scheme and approval thereof.
 - 1.4 Providing and fixing in position standard fixed type POT bearing, free sliding type POT cum PTFE bearings/ Elastomeric bearings as per approved drawing.
 - 1.5 Providing and laying cement concrete wearing coat, drainage spouts, footpath, etc.
 - 1.6 Providing and fixing railing and electric lighting poles.
 - 1.7 Construction of Inspection platform, railing, ladders, etc.
 - 1.8 Making any temporary work for the purpose or arranging any temporary land for the working or stacking of materials of contractor.
 - 1.9 Supplying vehicles, Site Office with requisite facilities, technical personnel, Necessary Equipment as mentioned in Tender documents.
 - 1.10 All time deployment of survey team till completion of project.
 - 1.11 Construction of diversion Road as per Site requirement.

2. NOTE:

- a) The RDSO/ approved drawing series may be changed by BBJ. In that case, the agency

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shall be bound to carry out the work as per the said changed RDSO/ approved drawing series without any other claim to BBJ on account of such changes.

b) Target production may be modified by BBJ as per the requirement and no claim will be entertained on this account.

c) Relevant technical Specification/ Special condition as mentioned in Railway's tender no. e-Tender-SPL-KUR-144-2024 dated 31/07/2024 as well as Railway's GCC will form the part of this contract and the agency has to adhere to that. All facilities as provided in Railway's above tender have to be provided to the Railway free of cost. Agency, if they so desire can see this tender at our H.O. at 27 R.N Mukherjee Road, Kolkata-700001 during all working day.

3. Loss of items / damages to be items taken from Railways will be fully recovered from the agency/ tenderer.

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SPECIAL CONDITION OF CONTRACT

1. **DEFINITIONS AND INTERPRETATION**

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

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

2. **ELIGIBILITY CRITERIA**

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

a) **Technical Criteria:**

The tenderer must have successfully completed or substantially completed similar works (not less than 80%) during last seven years ending last day of month previous to the one in which applications are invited and should be either of the following:

- (i) Successfully completed or substantially completed at least **3 (three)** such similar works each costing not less than **30%** of the advertised value of tender.
Or
- (ii) Successfully completed or substantially completed at least **2 (two)** such similar works each costing not less than **40%** of the advertised value of tender.
Or
- (iii) Successfully completed or substantially completed at least **1 (one)** such similar work costing not less than **60%** of the advertised value of the tender.

Note:

- (i) "Similar work" shall mean successful/ substantial execution of Bridge/ROB works having superstructure of steel/composite girder/bowstring girder/Open web girder of span 24 meters and above with substructure and superstructure complete during last 07 (seven) years for any Government / PSU / other Organization.
 - (ii) Completion certificate(s) of orders or ongoing up to date work done certificate/ Document as per the above criteria to be submitted by the bidder. 80% completion value will also be considered.
- b) Girders should be fabricated by a firm that has a full-fledged RDSO approved fabrication workshop and should have a valid certification of RDSO (STR complied) for fabrication of girders.
 - c) **Financial Criteria:**
 - i. Average Annual financial turnover during the last 03 (three) financial years, ending 31st March of the previous financial year **at least 30% of advertised**

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value of the Tender. However, in case balance sheet of the previous year is yet to audited, the audited balance sheet of fourth previous year shall be considered.

- ii. Certificates in the form of Audited Balance Sheet and Profit & Loss account shall be produced by the tenderer(s) to this effect duly certified by the Chartered Accountant.
- d) Other documents as mentioned on Para 5(d) of the Instruction to Bidders - Submission of Bid: Techno-Commercial Part is to be submitted.

3. **LOCATION OF WORK.**

ROB in lieu of LC NO.	Section	Rly. Km	Scope
183	BRAG-MCS	425/21-23	1X 60m Bow String Girder (RDSO Standard Span) + 1x18m Composite Girder (RDSO Standard Span) along with substructure and super structure works.
317	BAM-GTA	608/14-16	1X 36m Bow String Girder (RDSO Standard Span) along with substructure and super structure works.

4. **COMPLETION PERIOD**

Time is the essence of this contract. The duration of work is **twenty-two (22) months**, and the date of commencement will be considered the date of issue of a Letter of Acceptance (LOA)/ Work Order, whichever is earlier.

This completion period includes the Monsoon Period.

If the overall completion schedule needs to be extended due to any reason which is solely beyond the control of the successful bidder, the said extension of the completion schedule shall be granted without L.D. subject to the receipt of an extension of the completion schedule by BBJ from RAILWAY without L.D.

5. **EXTENSION OF COMPLETION PERIOD:**

Application for the extension of time of completion will be dealt with as per the provision of Railway GCC with ACS no. 126, Clause 17A, 17B & 17C of GCC under Part-II Standard General Condition of Contract. However, for the sake of continuation of work BBJ may grant provisional extension.

Note:

- a) In case of any disputes regarding interpretation of any of the above clauses, the decision of the BBJ shall be final and binding on the Contractor.
- b) The work will be executed under the supervision of Railway / BBJ.
- c) Supply of all materials will be as per Railway's approved list
- d) All types of testing will have to be carried out as per Railway / BBJ instructions. All inspection and testing charges will be borne by the agency.
- e) In case of any dispute arises, Railway / BBJ's decision will be final.

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- f) If the client imposes a time extension along with liquidity damage, the same shall be applicable to the Bidder. However, BBJ shall not be held responsible for any liquidity damage.

6. **WORKMANSHIP:**

The workmanship for the job shall be closely monitored by the Bidder's supervisory staff as per the specification and as directed by the Engineer/ Engineer In-Charge of BBJ/Railway and/or any other authorized Bidder of Railway. Any work done by the successful bidder is found unsatisfactory or a major mismatch is observed 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 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.**

7. **QUANTITY OF WORK TO EXECUTE**

The total quantity 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.

8. **RATE**

The bidder must quote the Rate, in percentage above/ below/ at-par, including GST and all other taxes & duties for the items mentioned in BOQ. The price must be firm during the tenure of this contract.

Note:

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.

The Rates will be valid and remain firm for the entire duration of the work order. No revision/alterations of unit rates shall be entertained.

9. **TERMS OF PAYMENT:**

PAYMENT SCHEDULE:

- A. **Payment against R/A and final bill will be released immediately within five (5) working days after getting payment from Railway for the same work.**
- B. For releasing Final Bill - No Claim Undertaking confirming that the "The Successful bidder" has no claims of any nature against the work order and/or the work done against the work order.
- C. Unconditional acceptance of the final bill and measurements entered therein
- D. Unconditional Undertaking that The Successful bidder has complied in full with the Legal/ Statutory obligations about the labour engaged by him on the job including payment of terminal benefits if any, and that he indemnifies BBJ of any obligation/liability that may arise owing to any representation of any workmen employed by him.
- E. A Clearance Certificate from BBJ confirming that no job is left as per BOQ/ Revised BOQ for the work.

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10. **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.

11. **GOODS AND SERVICE TAX (GST)**

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

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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.

- g) 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.
- h) 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.

12. **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.

13. **PERFORMANCE GUARANTEE**

- a) 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 with due validity period and claim period of 180 days. 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.
- b) Provided further that after receipt of a specific formal request letter (in writing) from the successful bidder with valid justification/ reason for their non-submission of Performance Guarantee within the stipulated period, the said period of 21 (twenty-one) days for submission of Performance Guarantee may be extended at the sole discretion of the Competent Authority of BBJ. In such event of extension, a penal interest of 12% (twelve percent) per annum on Performance Guarantee value shall be charged for the delay beyond 21 (twenty-one) days, i.e., from 22nd day after the date of issue of LOA and up to the actual date of submission. In case the successful bidder fails to submit the Performance Guarantee even within the extended period, as aforesaid, the bid of the successful bidder shall be liable for rejection by the BBJ administration, and the LOA shall stand withdrawn.
- c) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. 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 plus 60 days.
- d) 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

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- decision of the Competent Authority of BBJ shall be final.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.

14.

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 12 (twelve) months i.e., up to end of Defect Liability Period. Security Deposit shall be in the following manner.

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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:

- a) Security Deposit for work should be **5% (five percent)** of the Contract value and shall be recovered from the R/A bill.
- b) 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.
- c) 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 12 (twelve) months i.e., 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.

15. **QUANTITY VARIATION**

- a) There may be quantity variation as approved by BBJ/Railway during the actual execution of work.
- b) The accepted variation in the quantity of each individual location and item of the contract would be up to **30%** (thirty percent) of the quantity originally contracted.
- c) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 30% variation in the quantity of the individual item of works.

16. **SUPERVISION & LABOUR:**

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

17. **WATCH & WARD**

The successful bidder is responsible for the watch and ward of the materials. The price quoted by the Successful bidder is inclusive of the watch and ward expenses and no extra claim will be entertained for the deployment of watch and ward or loss, damage of machinery/ materials at the workshop. BBJ shall not be liable for the loss or damage of any of the successful bidder's equipment, machinery and temporary works.

18. **DEFECT LIABILITY PERIOD**

The successful bidder shall fully guarantee all work as per the scope of this tender/ order

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perform strictly in accordance with the drawings, specifications etc. The work shall be free from all defects. Should any work be not performed as intended or proved defective within **a minimum period of 12 (twelve) months from the completion of the entire work or as per the Railway's tender**, the work shall upon notification of deficiency/ defect be promptly rectified by the successful bidder to the satisfaction of Railway and/or any other Inspection Agency appointed by Railway without any delay and at no extra cost to BBJ.

If the successful 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 any corrective action against the successful bidder.

19. **EMPLOYEES COMPENSATION INSURANCE**

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

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

20. **PROVIDENT FUND**

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

21. **STATUTORY COMPLIANCE**

The successful bidder shall ensure strict compliance with all relevant labour laws, Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Payment of Bonus Act, Contract Labour (Abolition & Regulation) Act, E.S.I. Act, P.F. Act, Industrial Safety Regulations, laws pertaining to use/storage of explosives for the work. The successful bidder shall submit to BBJ' HR Department declaration as per format enclosed of compliance with payment of Minimum Wages, PF, ESI. Additionally, the proof of the same shall also be submitted to HR Department, as and when asked for as proof of compliance.

CONFIDENTIALITY OF DOCUMENTS

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

22. **SUBLETTING OF WORK**

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

23. **INSPECTION OF WORKS**

Inspection & testing of work executed by the sub-contractor will be done by BBJ and/or Railway and/or their authorised representative and the sub-contractor is required to get the work passed through BBJ and/or Railway and/or their authorised representative.

24. **SAFETY AND ENVIRONMENT AT SITE/SHOP**

- a) The successful bidder shall strictly abide by all safety standards, specifications, practices, rules, and regulations in construction and also the instruction of our safety (EHS) Engineer. Any kind of unsafe action or unsafe method of work by The Successful bidder's workmen, which may lead to injury to the successful bidder's workmen, will be viewed seriously and a penalty for the same will be levied on the successful bidder for such unsafe actions.
- b) The successful bidder will be responsible for the safety of their staff and employees of other agencies working in the successful bidder's area of operation.
- c) The Successful bidder shall delegate the responsibility of implementation of safety rules to one of The Successful bidder's staff.
- d) All safety appliances required like safety helmets, safety belts, shoes, retro-reflective jackets and other Safety PPE, etc., shall be arranged by the successful bidder at The Successful bidder's cost.
- e) In the event of non-availability of such safety gadgets at the required point of time, we may, at the sole discretion of the Site in charge, procure such gadgets and issue the same to The Successful bidder on a chargeable basis on actual plus 20% overhead charges.
- f) The successful bidder's authorized representative shall attend all safety meetings convened by the site safety (EHS) Engineer and abide by his instructions and follow the site safety practices without failure.
- g) Night working: Utmost care shall be taken during night operations with proper illuminations and safety.
- h) Any other safety arrangement is recommended to be followed as per instruction of Railway.
- i) Further, the successful bidder should ensure compliance with COVID-19 protocols as applicable.

25. **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 1/2 (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.

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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. **INDEMNITY**

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

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 Bidder/ agencies. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to affect any other payment to the present successful bidder for any ground whatsoever.

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

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

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

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

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 within sixty (60) days from the date of cause of action of the said dispute(s) or difference(s) arosed, to the Competent Authority of BBJ and the decision/recommendation/interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

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

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

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

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

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

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

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(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

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paid to the Bidder, will be paid only after the realization of the same from the Railway authority.

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. **NON-SCHEDULE ITEM OF WORK**

Settlement of rate of the extra item(s) of work which is/are not covered by the schedule:

The successful bidder shall notify any extra item(s) of work to BBJ immediately after he comes across the same during the execution of work and submits the rate for the same. Based on merit, BBJ shall take up with RAILWAY for settlement of the rate of the extra item(s) of work. If RAILWAY admits the said extra item(s) of work and settles the rate thereof then BBJ shall also admit the said extra item of work for the successful bidder and pass on 90% of the rate settled by RAILWAY.

31. **IMPORTANT NOTES:**

BBJ reserves the right to:

- i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- ii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- iv) May ask for further qualification during techno commercial scrutiny of bids received.
- vi) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during the preparation of the bid irrespective of whether it is accepted or not.
- vii) Canvassing i.e., soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have

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- 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.

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

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ANNEXURE-I

FORMAT

CERTIFICATE

(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

REF.:

DATE:

SUB: DEPLOYMENT OF WORKMEN FOR THE WORK AT ODISHA STATE

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

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

(Authorized Signatory)
Signature with Office Seal

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Annexure-A

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

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

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

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

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

Yours faithfully,

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