

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)

27, RAJENDRA NATH MUKHERJEE ROAD KOLKATA - 700 001 (WEST BENGAL)  
 PHONE NO. +91-33- 2248 5841-44; FAX: +91-33- 2210 3961  
 E-MAIL: info.bbjconst@bbjconst.com

<b>Tender No.</b>	<b>eNIT/M&amp;P/3132/LOAD-TEST/01-2025</b>	<b>DATE</b>	<b>11 Feb. 2025</b>
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**NOTICE INVITING e-TENDER.**

e-Bids under a **two-part bidding system** (i.e., Techno-Commercial & Price Bid) are invited from technically & financially capable agency(ies) for conducting **Bridge Deflection Load Test** and who will fulfil the Qualifying Requirements (QR) given under are eligible to quote against the above NIT:

01	<b>NAME OF THE WORK</b>	CONDUCTING <b>BRIDGE DEFLECTION LOAD TEST</b> FOR THREE (3) NOS. 18.3M SPAN BRIDGE GIRDER AS PER <b>LINEAR VARIABLE DIFFERENTIAL TRANSFORMER (LVDT) METHOD</b> AT GADAG-HOTGI DOUBLING PROJECT, KARNATAKA.
02	<b>COMPLETION PERIOD</b>	<b>30 (THIRTY) DAYS</b> FROM THE DATE OF ISSUE OF LETTER OF ACCEPTANCE (LOA)/ ORDER, WHICHEVER IS EARLIER.
03	<b>COST OF TENDER DOCUMENT (NON-REFUNDABLE)</b>	NIL
04	<b>EARNEST MONEY DEPOSIT(EMD)</b>	<p><b>RS.5,000/-</b> (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".</p> <p><b>TENDER DOCUMENTS WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED.</b></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 EXECUTION OF WORK.</p> <p>EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSE) FOR SUBMISSION OF "EARNEST MONEY" IS "<b>NOT APPLICABLE</b>" SINCE WORKS CONTRACT ARE EXCLUDED FROM THE PURVIEW OF PUBLIC PROCUREMENT POLICY FOR MSE ORDER, 2012 AND ITS LATEST AMENDMENT(S).</p>
05	<b>MODE OF SUBMISSION</b>	ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).

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		<p><b>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.</b></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>	
06	<b>DATE &amp; TIME SCHEDULE:</b>	DATE OF PUBLISHING OF TENDER DOCUMENT	<b>11-Feb-25 at 10:00 AM</b>
		DOCUMENT DOWNLOAD START DATE	<b>11-Feb-25 at 10:30 AM</b>
		START DATE OF UPLOADING OF e-BID	<b>12-Feb-2025 at 10:00 AM</b>
		END DATE FOR UPLOADING OF e-BID	<b>17-Feb-2025 at 03:00 PM</b>
		DATE OF OPENING OF TECHNICAL e-BID	<b>18-Feb-2025 at 03:00 PM</b>
		DATE OF OPENING OF FINANCIAL BID	<b>To be informed.</b>

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

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**INSTRUCTION TO TENDERER**

1. **REGISTRATION OF CONTRACTOR**

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

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

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

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

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

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

4. **LANGUAGE**

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

5. (a) Earnest Money Deposit (EMD) of Rs.5,000/- (Rupees five thousand only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". 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.

(b) **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

**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.

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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 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) Certificate of the Incorporation of the Company/ Partnership Deed/ DIN/ CIN etc.
- (iv) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) financial years ending 31<sup>st</sup> March of the previous financial year.
- (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			
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. All costs and expenses incidental to the preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
8. **No deviation to the tender conditions shall be accepted. Conditional tenders shall be rejected, and no additional clause shall be entertained. All rights reserved upon BBJ in this regard.**
9. The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A tenderer, whose tender is not accepted shall not be entitled to claim

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any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/ Offer to BBJ.

10. **CURRENCIES OF BID AND PAYMENT**

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

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

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

13. **Determination of L-1 Bidder:** The lowest bidder (L-1) shall be determined based on the rate quoted by the agency in BOQ-1 only. The rate quoted in BOQ-2 will be considered as additional cost and shall be considered subject to acceptance of BOQ-1 and shall be dealt following clause no. (j) of Scope of Work.

14. **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.

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.

15. **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.

16. **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.

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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:

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

Explanation-

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

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

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17. **VALIDITY OF TENDER**

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

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

19. Bidder should submit the documents in Hard Copy (except Financial Part) on or before as stipulated in "DATE & TIME SCHEDULE" to the address as mentioned above.

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**SCOPE OF WORK**

- a) Submission of Methodology (**LVDT as per BS 128 latest editions**) for conducting the test.
- b) This methodology will be submitted by BBJ to S.W. Railway and S.W. Railway is to accept the method.
- c) The agency has to arrange all instruments with power back-up to conduct the testing.
- d) The report of the test is to be submitted to BBJ for onward submission to S.W. Railway.
- e) The testing is to be done with Dynamic load. For this, S.W. Railway will provide Locomotive Engine and Test Train.
- f) The equipment to be used in the test should be calibrated and the valid Calibration Certificate should be submitted before the test.
- g) The staging arrangements if required for the installation of instruments for testing will be arranged by BBJ. But the agency has to indicate the same well in advance.
- h) The cost of travel to site, fooding and lodging of the testing personnel engaged by the agency to be arranged by themselves.
- i) The personnel for the testing should be engaged within 72 hours after receiving an intimation by BBJ to the agency to commence the LVDT testing at the respective locations.
- j) Duration of overstay, if required, as per the recommendations of Site In-Charge will be considered and charges for overstay will be paid as per BOQ-2.

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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/ Transporter/ 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/ SUPPLIER**" shall mean the person, firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.
- (e) "**SUCCESSFUL BIDDER/ SUPPLIER**" whose tender has been finally accepted by BBJ.

2. **ELIGIBILITY CRITERIA:**

Experience in carrying out Railway Bridge Deflection Test (Laser Image Deflection Method or LVDT Method) of 18.3M or above Bridge Girders for any Govt./PSU within 07 years from the date of issuance of tender.

3. **EARNEST MONEY:**

Earnest Money amounting to **₹5,000/- (Rupees five thousand only)** may be made in the form of NEFT/ RTGS/ Demand Draft/ Pay Order drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the bidder withdraws their offer within the validity period of their offer or fails to undertake the work after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected. EMD will be converted to Initial Security Deposit Cum Performance Guarantee and will be kept till the completion of the entire service maintenance period plus 60 days by the successful bidder. For unsuccessful bidders, EMD shall be refunded immediately after the finalization of the tender. EMD shall be interest-free.

4. **COMPLETION PERIOD**

The entire work as per the Scope of Work (SOW) is to be completed **within 30 (thirty) days** from the date of issue of Letter of Acceptance (LOA)/ Order, whichever is earlier.

5. **EXTENSION OF COMPLETION PERIOD:**

The contractual period may be extended as per BBJ's requirement. No extra claim (including escalation) from the bidder will be entertained in such cases of time extension being made.

6. **PAYMENT TERMS:**

**100%** (one hundred percent) payment shall be made within 45 (forty-five) days from the date of acceptance of the works, submission of Bill and certification thereof by the concerned official of BBJ, whichever is later.

7. **RATE**

The bidder must submit their offer strictly as per the Bill of Quantities. **The bidder must quote the Basic Rate excluding GST for the items mentioned in BOQ.** The price must be firm during the tenure of this contract and no escalation on any account will be allowed.

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**Notes:**

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

**8. SECURITY DEPOSIT:**

Security Deposit (SD) shall be **Rs.5,000.00** (Rupees five thousand only) i.e., the EMD deposited by the successful bidder along with the tender will be retained by the BBJ as Security Deposit. SD will be released after 60 (sixty) days from completion of entire works and acceptance by BBJ without any interest.

**9. LIQUIDATED DAMAGE:**

If the successful bidder fails to supply the quantity within the stipulated delivery period, as mentioned in the order, 0.5% (zero point five per cent) of the order value will be deducted from the bill/invoice for per week of delay or part thereof, subject to a maximum of **5% (five percent)** of the total order value.

**10. TAXES & DUTIES:**

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

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

- i) The successful bidder shall be liable to pay all applicable taxes, excluding Goods and Service Tax (GST), or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, as applicable, separately in the bill/ invoice/ debit/ credit notes. Successful bidder shall quote their GST Identification No. (GSTIN) in all its bills/invoices/ debit/credit notes.
- ii) The successful bidder has to provide a proper invoice/ debit/ credit notes bearing QR Code wherever applicable in the form and manner prescribed under rules of the GST Act/ rules containing all the particulars mentioned therein. In the event the successful bidder fails to provide the invoice/debit/credit notes in the form and manner prescribed under GST, then 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 the 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.

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- v) The successful bidder shall issue a credit note or debit note (if any) with reference to an original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from the Company and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. Successful bidder shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Company promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest etc. arises due to non-compliance by the successful bidder, the same shall be reimbursed by the successful bidder to the Company. In case the successful bidder disqualifies in any of the above, please note that the input tax credit (GST) shall not be available to the Company and the Company has right to hold the GST amount without any intimation until the matter get resolved and credit is available to the Company.
- vi) In the event where the input tax credit of the GST charged by the successful bidder is denied by the tax authorities to the Company, the Company shall be entitled to recover such amount from the successful bidder by way of adjustment from the next tax invoice/debit note. In addition to the amount of GST, the Company shall also be entitled to recover from the successful bidder interest along with applicable penalty imposed on the Company under GST laws. It is further agreed that in case the successful bidder fails to charge GST, if applicable, on the services/activities forming part of this agreement, at the time of raising invoices; the Company shall not be liable or responsible for reimbursing such tax, at any later date.
- vii) The Company reserves the right to change the aforesaid GST/ Tax terms and conditions as notified from time to time by Government of India or respective State Governments. It is further clarified that all payments under this agreement shall be subject to withholding taxes, if applicable.
- viii) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e., SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.
12. **NEW LEVIES/ TAXES**  
 In case the 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. **INDEMNITY:**  
 The Bidder shall indemnify BBJ against all claims in respect of their contractual obligations and also for their non-compliance of any statutory rules/ obligations/ laws' taxes and duties etc.
14. **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

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

The successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/ partnership firm. The defaulting successful bidder shall not be issued any completion certificate for the contract.

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

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

15. **ARBITRATION:**

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

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

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

The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with

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the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.

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

16. **FORCE MAJEURE:**

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

In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract. Provided that if the contract is terminated under this clause, BBJ shall be at liberty to take over from the successful bidder at a price to be fixed by BBJ, which shall be final, all unused, undamaged and acceptable equipment, bought out components and other stores in the course of manufacture which may be in the possession of the successful bidder at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the successful bidder may, with the concurrence of BBJ, elect to retain.

17. **JURISDICTION OF COURT:**

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

18. **IMPORTANT NOTES**

BBJ reserves the right to:

- a) In the event of failure on the part of the bidder/ contractor to complete the job within the reasonable period of time as decided by the BBJ, the BBJ reserves the right to get the job done by other Agency/ Agencies as per the order and invoke EMD.
- b) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- c) Increase/ decrease/ alter the job description/ scope of work with a corresponding change in the value of the contract.
- d) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- e) May ask for further qualification during techno commercial scrutiny of bids received.
- f) BBJ shall not be responsible for any delay, loss or damage for bids sent by post.
- g) 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.

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- h) 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.
- i) 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 an application.
- j) The agency will stand a guarantee for the delivery of quality work. If the quality of work is found to be defective, the defective work is to be corrected by the agency at their risk and cost.
- k) The quoted rate should be inclusive of all but exclusive of Goods & Service Tax.

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