

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

(A Government of India Enterprises)

eNIT/DGM(P-V)/Metallising/Painting/2146/3127/R1/52-2017

Dated: 20.07.2017

27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA- 700 001, West Bengal.

Ph: (033)2248 5841-44; Fax:(033)2210-3961;

WEB SITE: [www.bbjconst.com](http://www.bbjconst.com); Email: [info@bbjconst.com](mailto:info@bbjconst.com);

TENDER NO.	eNIT/DGM(P-V)/Metallising/Painting/2146/3127/R1/52-2017	DATE	20.07.2017
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**NOTICE INVITING e-TENDER**

E-BIDS ARE INVITED FROM REPUTED CONTRACTORS/AGENCIES FOR THE FOLLOWING:

01.	<b>NAME OF THE WORK</b>	GRIT/SAND BLASTING, METALLISING AND PAINTING FOR FABRICATED STEEL WORK FOR MANOHARPUR-BONDAMUNDA BRIDGE AT ROURKELA.	
02.	<b>QUANTITY</b>	AS PER BOQ	
03.	<b>COMPLETION PERIOD</b>	TWO (02) MONTH INCLUDING MONSOON FROM THE DATE OF ACCEPTANCE OF LETTER OF INTENT (LOI) OR WORK ORDER, WHICH EVER IS EARLIER.	
04.	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<p><b>Rs.25,000.00</b> (RUPEES TWENTY FIVE THOUSAND ONLY) BY PAY ORDER OR DEMAND DRAFT IN FAVOUR OF "THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".</p> <p><b>TENDER DOCUMENT WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED.</b></p> <p>SSI/MSE UNITS WITH NSIC REGISTRATION (SHOULD BE VALID UPTO THE DATE OF OPENING OF TENDER) FOR THE BOQ ITEM ARE EXEMPTED FROM SUBMISSION OF EMD. <u>COPY OF NSIC CERTIFICATE NEED TO SUBMIT.</u> APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED. <u>NSIC CERTIFICATE MUST CONTAIN THE NAME OF PARTICULAR ITEM FOR WHICH BIDDER CLAIM EMD EXEMPTION.</u></p> <p>EXISTING VENDORS MAY ADJUST THIRE EMD AMOUNT FROM THEIR PASSED BILL LYING WITH BBJ, PROVIDED THEY SHOULD MENTION THE PARTICULAR BILL REFERENCE FOR EMD EXEMPTION.</p> <p><b>EMD AMOUNT OF SUCCESSFUL BIDDER WILL CONVERTED INTO INITIAL SECURITY DEPOSIT.</b></p>	
05.	<b>SECURITY DEPOSIT</b>	<p><b>5% (FIVE) OF CONTRACT VALUE.</b></p> <p>SECURITY DEPOSIT WILL BE DEDUCTED FROM EACH CERTIFIED BILL VALUE. SECURITY DEPOSIT WILL BE RETAINED UPTO COMPLETION OF MAINTENANCE/DEFECT LIABILITY PERIOD.</p>	
06.	<b>MODE OF SUBMISSION</b>	<p>ONLINE THROUGH E-PROCUREMENT SYSTEM IN CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p> <p>ONLY HARDCOPY OF EMD HAVE TO BE SUBMITTED TO BBJ'S HEAD OFFICE BEFORE OPENING OF TECHNICAL BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPPP AND BBJ WEBSITE.</p>	
07.	<b>DATE &amp; TIME SCHEDULE:</b>	DATE OF PUBLISHING OF TENDER DOCUMENT	<b>21.07.2017</b>
		DOCUMENT DOWNLOAD START DATE	<b>21.07.2017 - 11:00 HRS</b>
		START DATE OF UPLOADING OF BID	<b>22.07.2017 - 10:00 HRS</b>
		END DATE FOR UPLOADING OF BID	<b>27.07.2017 - 15:00 HRS</b>
		DATE OF OPENING OF BID	<b>28.07.2017 - 15:00 HRS</b>
		DATE OF OPENING OF FINANCIAL BID	<b>To be notified later</b>

(A. NEOGI)  
**DGM(P-V)**

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**INSTRUCTION TO BIDDERS**

01.	<b>Registration of Contractor:</b> Any contractor 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 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
02.	<b>Digital Signature certificate (DSC)</b> Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. Details are available at website ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.
03.	<b>ELIGIBILITY CRITERIA</b> <b>Sub-Contractor's experience certificate pertaining to job of similar nature. The Sub-Contractor should have completed in last five years one similar nature job of sand/grit blasting, metallising and painting work at project site. Sub-Contractor should have successfully completed painting work in erected steel structure.</b>
04.	<b>SUBMISSION OF e-BID:</b> Tenders to be submitted online in CPP's Portal in <b>two parts:</b>
(A)	<b>TECHNO- COMMERCIAL BID:</b> Copy of the following document, duly signed in each page, must be uploaded in CPP's portal ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ):
i.	<b>Experience certificate pertaining to job of similar nature, as stated in the eligibility criteria.</b> Copy of relevant document / work Order/ Job completion certificate from clients duly signed & stamped in each pages proving your past experience to be submitted.
ii.	<b>Copy of the following documents duly signed &amp; with official stamped:-</b> a) Copy of PAN along with Income Tax Return (ITR) for last three (03) years; b) Copy of Good & Service Tax registration Certificate, c) Copy of Provident Fund & ESI Registration Certificate, d) Copy of Audited Annual Accounts (Profit & Loss account and Balance sheet) for last 3 years ending as on 31.03.2017; e) Copy of NSIC certificate for SSI/MSE units. f) Mention Brand name of Paint (to be supplied) in Technical bid;
iii.	<b>Earnest Money Deposit of Rs 25,000.00</b> (Rupees Twenty five thousand only), in the form of Demand Draft or Pay order in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at 'Kolkata'. <b>EMD in physical instrument is to be submitted to BBJ's Head office before opening of Techno-Commercial e-bid.</b>
IV)	The eNIT document duly signed in each page.
V)	<b>Scanned copy of the EMD and other document, as stated above, are to be uploaded in CPPP portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) and only EMD in physical instrument is to be submitted in BBJ's Head office addressing to The DGM(P-V), The Braithwaite Burn &amp; Jessop Construction Company Limited at 27, R. N. Mukherjee Road, Kolkata-1 before opening of Techno-Commercial e-bid.</b>
B)	<b>PRICE PART:</b> Properly filled up Schedule of Rate/Bill of Quantities (BOQ) is to be uploaded in CPPP website. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ. <b>HSN/SAC code must be provided against each BOQ items.</b>
05.	<b>Conditional tenders</b> shall be straightway rejected and no additional clause will be entertained.
06.	BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of work into more than one agency in the ratio of 60%:40% between L1 & L2 bidders (provided L2 bidder accepts L1 rate) respectively without assigning any reason whatsoever. No claim will be entertained on account of this.
07.	<b>VALIDITY OF TENDER –</b> <b>90 (Ninety) days</b> from the date of opening of tender or for a further period if mutually accepted.
08.	<b>COMPLETION TIME –</b> The entire work should be completed <u>within two (02) months including monsoon</u> from the date of acceptance of Letter of Intent (LoI) / Work Order.

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**SCOPE OF WORK**

<b>1.</b>	<b>JOB CONTENT: (IN GENERAL, BUT MAY NOT BE LIMITED TO)</b>
<b>A)</b>	<b>FOR GRIT/SAND BLASTING, METALLISING AND PAINTING WORK AT MANOHARPUR-BONDAMUNDA DIFFERENT BRIDGE SITE LOCATIONS, ROURKELA</b>
	The job to be carried out in accordance to the BOQ and as advised by our site-in-charge and also consists of the followings:
<b>(i)</b>	Establishing Sub-contractor's own Site Office, Store & Security arrangement at site duly approved by Engineer-In-Charge of BBJ. Making necessary arrangement at site to ensure all safety and security of site personnel, Plant & Machineries, material etc.
<b>(iii)</b>	Receipt of fabricated members from BBJ at Metallising /Painting Yard and laying / stacking the items properly & safely.
<b>(iv)</b>	Grit/sand Blasting, Metallising and Painting as per requirement and as per technical specification.
<b>(v)</b>	Marking on the members as per instructions of Engineer-In-Charge of BBJ.
<b>(vi)</b>	To undertake all testing as specified in the Technical Specification of this tender document.
<b>(vii)</b>	Arranging necessary inspection and getting the subject work approved by BBJ/S.E. RAILWAY or their Authorised Representative.
<b>(viii)</b>	All cost and expenses incidental to pre-tender site-visit, pre-award discussion with BBJ shall be to the account of the tenderer & BBJ shall bear no liability on such cost expenses.
<b>(B)</b>	<b><u>SCOPE OF SUPPLY OF THE SUB-CONTRACTOR</u></b> <b>(TO BE INCLUDED IN THE QUOTED PRICE)</b>
<b>(i)</b>	All labours, tools and tackles, materials required for execution of the subject work <b>including paints</b> as per specification mentioned in BOQ (Brand of paint: Berger/ Shalimar/ Nerolac/ Jenson & Nicholson – confirmation of brand to be taken from BBJ before delivery). Manufacturer's Test certificate of Paint to be provided.
<b>(ii)</b>	Supervision for the subject work.
<b>(iii)</b>	Materials as per technical specification (enclosed) to be procured from manufacturers approved by BBJ/S.E. RAILWAY and no claim will be entertained in this account.
<b>(iv)</b>	Supplying all consumables like spray gun, paint brush etc., whatsoever required for proper execution of the work.
<b>(v)</b>	Supplying Fuel, Lubricant, LPG, Oxygen etc. to run the Plant and Machineries and other works.
<b>(vi)</b>	Supplying Manufacturer's Test Certificates for metallising wire.
<b>(vii)</b>	Providing thickness measuring gauge as specified in Technical Specification of this tender document.
<b>2.</b>	<b>FREE SUPPLY BY BBJ TO SUB-CONTRACTOR FOR METALLISING/ PAINTING WORK AT SITE:</b>
<b>i)</b>	BBJ will provide free of cost suitable land near work site to set up sub-contractor's metallising/painting yard. Land will be also given to the sub-contractor free of cost for setting up site office/store.

**TECHNICAL SPECIFICATION**

**TS-1**

**1.0 PAINTING**

Specifications for metallising and painting of bridge girders shall be as per IRS:B1-2001.

**1.1 SURFACE PREPARATION (FOR ALL TYPES OF PAINTING & METALLISING)**

Surface of all components/members of the superstructure shall be prepared as per following provisions before application of first coat of paint/primer or before Metallising.

- (i) The surface should be clean, dry and free from contaminants and it should be rough enough to ensure adhesion of the paint film. However it should not be so rough that the film cannot cover the surface peaks.
- (ii) The cleaning of the surface shall be done initially with the use of emery paper, wire brushes, scrapers etc. for spot cleaning to remove rust scale etc. Subsequently, grit/sand blasting of the surface shall be done to remove rust, mill scale along with some of the base metal. This will be achieved by high velocity impact of abrasive material against the surface in accordance with the relevant codal provision, which will also create a base for good adhesion. The abrasive material once use for cleaning heavily contaminated surface can be reused re-screened. Washed salt free angular silica sand of mesh size 12 to 30 with a minimum of 40% retained on a 20 mesh screen shall be used for blasting. The material specifications and other requirements shall be as provided in Indian Railways Bridge Manual, 1998.
- (iii) Technical specification of RDSO & S.E. RAILWAY may be collected from BBJ H.O.

**1.2 Metallising and Painting of Steel structure of the Bridge:-**

1. All the components of girders shall be metalized as per IRS specifications.
2. The sprayed coating shall be applied as soon as possible after surface preparation. The wire method shall be used for the purpose of metallising, the diameter of the wire being 3mm or 5mm as per approved by Engineer.
3. The composition of the aluminium to sprayed shall be in accordance with BS:1475, material 1-B(99.5%) aluminium otherwise as per IS:739 and IS:2590. However, the selection of metal for spraying i.e. Zinc or aluminium shall be subject to final approval by the Engineer.
4. Specification thickness of coating shall be applied in multiple layers and in no case less than 2 passes of the metal spraying unit shall be made over every part of the surface. The surface after spraying shall be free from uncoated parts of lumps of loosely spattered metal.
5. At least one layer of the coating must be applied within four hours of blasting and the surface must be completely coated to the specified thickness within 8 hours of blasting.
6. Minimum thickness of metal coating applied shall be 110 microns and average thickness shall be 150 microns. The metal coating shall be checked for thickness by approved magnetic thickness measuring gauge. At least one reading for each sqm of area painted shall be taken. The calibration of the gauge shall be checked against a standard of similar thickness within an accuracy of 10%.
7. For measurement of dry film thickness, following instruments may be used by the contractor. Dry film thickness is to be measured as described in Appendix-VII of IRS B1-2001.
  - (a) Electronic coating thickness gauge.
  - (b) Elcometer (magnetic thickness gauge) Dial type.
  - (c) Surface profile gauge.

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**TECHNICAL SPECIFICATION**

**TS-2**

8. Any oil, grease or other contamination should be removed by thorough washing with suitable thinner until no visible traces exist and the surfaces should be allowed to dry thoroughly before application of paint. The coatings may be applied by brush or spray. If sprayed, pressure type spray guns must be used. One coat of wash primer to IS:5666 shall be applied first. After 4 to 6 hours or the application of the wash primer, one coat of Zinc chrome primer to IS: 104 with the additional provision that Zinc chrome to be used in the manufacture of primer shall conform to type 2 of IS:51 shall be applied.
9. The third coat shall be by Aluminium paint conforming to IS:2339. The girder parts shall be dispatched to site after the third coat (i.e. first finishing coat or cover coat).

**1.3 Painting of other components/parts of Girders.**

Protective coatings by paintings as per following painting schedule may be applied with the approval of the Engineer:

- a) **Primer Coat** : One coat of Etch primer as per IS Code IS:5666 followed by one coat of ready mixed zinc chromate primer as per IS:104
- b) **Finishing Coat**: Two coats of Aluminium paint as per IS:2339 shall be applied over the primer coats.

**1.4 Inspection:**

- 1.4.1 **Adhesion**: The sprayed metal coating shall be subjected to an adhesion test using the method described in IRS BI-2001. If any part of the coating between the lines breaks away from the base metal, it shall be deemed to have failed the test.

**1.5 Painting – General Instructions:**

- (i) Painting shall not be commenced till the surface preparation has been approved by the BBJ's representative or inspecting officer.
- (ii) Sealed container of paint of approved brand shall be used. The paint drum must be rolled, turned upside down and shaken before opening. The paint must be stirred well before use. Over stirring which results in invisible air bubbles etc, shall be avoided.
- (iii) Where brush painting is accepted, the paint must be applied by means of flat brushed not more than 75mm in width having soft flexible bristles conforming to IS:384.
- (iv) Round and oval brushes of approved quality conforming to IS: 487 may also be used as per the instructions of the Engineer or his representative or inspecting officer.
- (v) All new brushes should be soaked in raw linseed oil conforming to IS:77 for at least 24 hours before use.
- (vi) A little blue paint shall be added, in the first coat of aluminium paint to distinguish it from second coat. For paints of other colours for final and finishing two coats, suitable pigment shall be used as per instruction the Engineer, to distinguish the first coat from the second coat.
- (vii) The date of painting shall be marked with paint of the member.
- (viii) Each coat of paint shall be left dry till it sufficiently hardness before the subsequent coat is applied. Each coat of paint shall be inspected by the Engineer or inspecting officer and certified as satisfactory before applying subsequent coat.

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**SPECIAL CONDITION OF THE CONTRACT**

**SCC-1**

<b>01.</b>	<b><u>JOB CONTENT:</u></b> Grit/sand blasting, Metallising and Painting for fabricated steel work of girder for Manoharpur-Bondamunda bridge at Rourkela, as per technical specification.
<b>02.</b>	<b><u>DRAWINGS &amp; SPECIFICATIONS:</u></b> B.B.J. reserves the right to alter/modify the design/drawing/specification to suit to their condition. If due to change in design/drawing/specification, there is any increase/decrease in items/quantities or both, payment will be made only for actual quantity of Metallising/Painting work done and certified by BBJ/ BBJ's Client/their authorised representatives.
<b>03.</b>	<b><u>DATE OF COMMENCEMENT:</u></b> The date of commencement will be considered the date of issue of <b>LETTER OF INTENT (LOI)/ Work Order</b> by BBJ, whichever is earlier.
<b>04.</b>	<b><u>DELIVERY SCHEDULE:</u></b>
<b>a)</b>	The Sub-Contractor has to start mobilizing plant, machinery, manpower including setting up of Office, Store at the site in such a manner that actual metallising/painting work can be started at site from after 7 (Seven) days from the date of LOI/Work Order, which ever is earlier.
<b>b)</b>	The Blasting, metallising and painting work detailed in <b>BOQ</b> is to be completed in all respect within a time frame of <b>02 (two) months including monsoon</b> from the date of commencement as stated above. This includes the Mobilization Period.
<b>05.</b>	<b><u>MILESTONE DATES:</u></b> Mobilization as specified to be completed within 7 (Seven) days from the date of LOI/ Work Order by BBJ, which ever is earlier.
<b>06.</b>	<b><u>PROGRAMME &amp; PROGRESS:</u></b>
<b>a)</b>	Within 7 (seven) days from the receipt of LOI/Work Order from BBJ, which ever is earlier, the Sub-Contractor has to submit a detailed programme with deployment schedule as per required time frame and get it approved from BBJ. This approved programme will constitute the base programme.
<b>b)</b>	After ending of every week, the Sub-Contractor has to submit to Site-In-Charge of BBJ, a detail progress report in comparison to the base programme and also the proposal to overcome the shortfall from the targeted production programme, if any.
<b>c)</b>	In this context, it may be noted that in case it is required to arrange additional resources to make good the backlog and adhere to time limit of base programme, the Sub-Contractor has to arrange the same without any extra cost to BBJ.
<b>07.</b>	<b><u>INSPECTION &amp; TESTING:</u></b>
<b>a)</b>	Inspection of Work will be done by BBJ/S.E. Railway and/or Authorised Representative of S.E. Railway and the Sub-Contractor is required to get the work passed through BBJ/S.E. Railway/their Authorised representative.
<b>b)</b>	The metal coating shall be checked for thickness by an approved measuring gauge.
<b>c)</b>	The calibration of gauge should be checked against a standard of similar thickness with an accuracy of 10 percent.
<b>08.</b>	<b><u>TECHNICAL SPECIFICATIONS:</u></b> As per IRS CODE B1-2001 (LATEST ALTERATION and as per specification enclosed.
<b>09.</b>	<b><u>MEASUREMENT:</u></b> The quantity of work done which is duly certified by S.E. Railway shall only qualify for payment after receipt of corresponding payment against the said certified work from S.E. Railway done by BBJ. BBJ shall release payment of the contractor within 15(fifteen) days from the date of receipt of payment from S.E. Railway aforesaid.

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**SPECIAL CONDITION OF THE CONTRACT**

**SCC-2**

10.	<b><u>EARNEST MONEY DEPOSIT (EMD):</u></b> The Earnest Money deposit of the successful bidder shall be retained towards part of the initial Security Deposit to facilitate the due and faithful fulfilment of the contract up to completion of Maintenance/Defect Liability period. EMD of the unsuccessful tenderer will be returned after finalization of the order, without any interest.
11.	<b><u>SECURITY DEPOSIT:</u></b>
a)	An amount equal to <b>5%</b> (five percent) of the certified bill value of each R/A bill will be retained as Security Deposit which will be released after completion of Maintenance/Defect Liability period.
b)	The Earnest Money of the successful bidder shall be converted to initial Security Deposit.
c)	The Security Deposit deducted from the R.A. bills including initial Security Deposit may be released against submission of Bank Guarantee of equivalent amount from any Nationalized Bank or schedule Bank after handing over the bridge to S.E. Railway. The Bank Guarantee will be valid till end period of the Defect Liability/ Maintenance period.
12.	<b><u>R. A. BILLS:</u></b> R.A. Bills will be submitted monthly along with Inspection Certificates and other relevant Documents.
13.	<b><u>SUBMISSION &amp; PAYMENT OF BILLS:</u></b> All the bills as mentioned above are to be submitted at Site and the payments will be made from BBJ's Head Office at Kolkata.
14.	<b><u>PAYMENT TERMS:</u></b> 95% (Ninety five) against RA bill within 30 (thirty) days from the date of submission of clear bill duly certified by Site-In-Charge of BBJ, Rourkela Bridge Site along with relevant Inspection Certificates from S. E. Railway, subject to receipt of corresponding payment against the said work from S.E. Rly.
15.	<b><u>PRICE VARIATION:</u></b> This is a fixed rate contract and no price variation / adjustment on any account is admissible during the tenure of the contract including extended time, if any, granted by BBJ. <b>PRICE SHALL REMAIN FIRM FOR THE ENTIRE SCOPE OF WORK.</b>
16.	<b><u>TAXES &amp; DUTIES:</u></b> The sub-contractor shall exclusively be responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax) that may be levied from time to time according to the Laws & regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by BBJ in respect of any duties/taxes to be imposed on procurement of materials for execution of contract. The work will be executed at 6 different sites in and around Bisra, Jaraikele and Manoharpur. Hence, the successful bidder must get themselves registered with appropriate Commercial Tax Authorities prior to start of work.
17.	<b><u>GOODS AND SERVICE TAX (GST):</u></b> Without prejudice to stipulation in the Contract, the <b>quoted price shall be exclusive of Goods and Service Tax</b> . The GST as legally leviable & payable by the bidder under the provisions of applicable law/act shall be paid extra by BBJ as per bidder's bill. <b>Bidder shall quote their rate after considering the input tax credit on their input materials and services</b> . HSN/SAC code must be provided in BOQ. The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). <b>Bid without GST number shall be cancelled.</b>

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**SCC-3**

	<p><b><u>GOODS AND SERVICE TAX (GST):</u></b> At present no GST-TDS is applicable. If the same is applicable in future, 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 <u>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.</u></p> <p>Bidder shall raise their tax invoice in regular interval as per contract condition and uploaded 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 bidder, the same shall be recovered from Bidder's bill.</p>
18.	<p><b><u>NEW LEVIES / TAXES:</u></b> In case, Government imposes any new levy/tax after award 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 is applicable to this contract.</p>
19.	<p><b><u>TIME EXTENSION:</u></b> If there is delay for reasons not attributable to the Sub-Contractor, BBJ, upon receipt of written request from the Sub-Contractor may extend the Milestone/Completion time as suitable and fit reasonable to BBJ, subject to receipt of such extension from S.E. Railway. No extra claim (including escalation) of Sub-Contractor will be entertained in such cases of time extension being granted.</p>
20.	<p><b><u>CLAIM/ EXTRA WORKS:</u></b></p>
a)	No claim will be tenable in case there is delay in providing services by BBJ.
b)	In case any extra works are to be carried out by the Sub-Contractor as per instructions of Site-In-Charge of BBJ, the rate of the same will be derived as follows:-
i)	From the rate of the existing similar items;
ii)	In case no similar items are available in the contract, from existing market cost followed by an overhead and profit of 10%.
iii)	However, BBJ's decision for the above will be final and binding on the Sub-Contractor in this regard.
21.	<p><b><u>IDLE CHARGES:</u></b> NO IDLE CHARGES for Labour, Plant, and Establishment etc. is tenable under this contract for whatsoever the reasons be.</p>
22.	<p><b><u>SUB-LETTING:</u></b> The Sub-contractor shall not sub-let any part of the job as detailed in the Scope of Work of this tender document. In case it is felt absolutely necessary, the same may be allowed subject to prior written approval from Engineer-In-Charge of BBJ.</p>
23.	<p><b><u>LIQUIDATED DAMAGE:</u></b> Failure to achieve overall completion (Clause No. 4 &amp; 17 of SCC): 0.5% (half) of the order value per week subject to a maximum of 5% (Five) of the total order value.</p>
24.	<p><b><u>DEFECT LIABILITY PERIOD:</u></b> "PERIOD OF MAINTENANCE" shall mean the specified period of 12 (Twelve) months maintenance from the date of completion of the Works certified by the Engineer-In-Charge of BBJ.</p>



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**SPECIAL CONDITION OF THE CONTRACT**

**SCC-3**

<p>25.</p>	<p><b><u>ARBITRATION:</u></b></p> <p>(a) In the case of dispute arising between the Employer and Contractor related to any matter arising out of or connected with this Contract, such dispute shall be referred to the Arbitral Tribunal consisting of 03 (three) arbitrators, one each to be appointed by the Employer and Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrators, upon the request of either or both parties, the presiding arbitrator shall be appointed by the President, Institution of Permanent Way Engineers (India), New Delhi. The Indian Arbitration and Conciliation Act, 1996 the rules there under and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings;</p> <p>(b) If one of the parties fails to appoint its arbitrators in pursuance of para (1) above, within 60 days after receipt of the notice of the appointment of its arbitrators by the other party, The President, Institution of Permanent Way Engineers, India, New Delhi shall appoint the Arbitrator. A certified order copy of The President, Institution of Permanent Way Engineers, India, New Delhi making such an appointment shall be furnished to both the parties.</p> <p>(c) Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the contractor. The expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.</p> <p>(e) All arbitration awards shall be in writing and shall state the reasons for the award.</p>
<p>26.</p>	<p><b><u>TERMINATION OF CONTRACT</u></b></p> <p>(a) If the Sub-Contractor persistently disregard the instructions of BBJ/S.E.RLY or whatever any of the providers of the contract and fails to adhere to the agreed program by a margin of 10% (Ten percent) of the stipulated period or failed to deploy competent or additional staff and labourers as required by BBJ for project crashing, BBJ shall be at liberty terminate the contract in full or part as would be applicable by issuing first seven (7) days notice and then 48 (forty eight) hours notice.</p> <p>(b) In case of failure to complete the work as per requirement and within the stipulated completion period, BBJ reserves the right to cancel the order, either in part or full, as the situation demands, by forfeiting Security deposit &amp; other dues laying at BBJ and get the work done by deploying other agency/agencies. Additional cost, if incurred, shall be recovered from the default Sub-Contractor's bill, Security Deposit and &amp; other dues laying in the name of defaulter at BBJ.</p>
<p>27.</p>	<p><b><u>JURISDICTION OF COURT</u></b></p> <p>The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.</p>