

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

(A Government of India Enterprises)

eNIT/DGM(P-V)/Final Painting/2151/41-2021

Dated: 12/07/2021

27, RAJENDRA NATH MUKHERJEE ROAD,

KOLKATA- 700 001, West Bengal.

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

WEB SITE: www.bbjconst.com; Email: info.bbjconst@bbjconst.com;

TENDER NO.	eNIT/DGM(P-V)/Final Painting/3132/41-2021	DATE	12/07/2021
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NOTICE INVITING e-TENDER

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

01.	NAME OF THE WORK	FINAL COAT OF ALUMINIUM PAINTING ON ERECTED STEEL GIRDERS OF BRIDGE SUPER STRUCTURE FOR BRIDGE NO. 8 (12x30.5M) AT GADAG-HOTGI PROJECT SITE AT KARNATAKA.	
02.	EARNEST MONEY DEPOSIT (EMD)	Rs.5,000.00 (RUPEES FIVE THOUSAND ONLY) BY DEMAND DRAFT/ BANKER'S CHEQUE/ NEFT/ RTGS IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENT WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. MSME/ NSIC/ SSI UNITS WILL BE WAIVED FROM SUBMITTING EMD SUBJECT TO SUBMISSION OF DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP. EXISTING BIDDERS WORKING WITH BBJ MAY ADJUST THE EMD FROM THEIR PENDING BILLS. EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO INITIAL SECURITY DEPOSIT AND TO BE RETAINED UP TO MAINTENANCE/ DEFECT LIABILITY PERIOD.	
03.	SECURITY DEPOSIT	5% (FIVE) OF CONTRACT VALUE. SECURITY DEPOSIT, AFTER ADJUSTING EMD AMOUNT AS INITIAL SECURITY DEPOSIT, WILL BE DEDUCTED FROM EACH CERTIFIED RA BILL VALUE. SECURITY DEPOSIT WILL BE RETAINED UPTO COMPLETION OF MAINTENANCE/ DEFECT LIABILITY PERIOD.	
04.	PERFORMANCE BANK GUARANTEE (PBG)	SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT A PERFORMANCE BANK GUARANTEE (AS PER THE FORMAT OF BBJ) AMOUNTING TO 3% (THREE PERCENT) OF THE TOTAL CONTRACT VALUE, ISSUED BY ANY NATIONALISED BANK OR SCHEDULED BANK OF INDIA <u>WITHIN 45 (FORTY-FIVE) DAYS</u> OF RECEIPT OF LETTER OF AWARD (LOA)/ WORK ORDER. THE PERFORMANCE BANK GUARANTEE SHALL REMAIN VALID UP TO THE END OF MAINTENANCE/DEFECT LIABILITY PERIOD PLUS 60 (SIXTY) DAYS OF CLAIM PERIOD.	
05.	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT SYSTEM IN CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT https://eprocure.gov.in/eprocure/app .	
06.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING OF e-NIT	12/07/2021
		DOCUMENT DOWNLOAD START DATE	12/07/2021 - 10:00 HRS
		START DATE OF UPLOADING OF e-BID	20/07/2021 - 10:00 HRS
		END DATE FOR UPLOADING OF e-BID	26/07/2021 - 15:00 HRS
		DATE OF OPENING OF TECHNICAL e-BID	27/07/2021 - 15:00 HRS
		DATE OF OPENING OF FINANCIAL BID	To be notified later

(A. NEOGI)
DGM(P-V)

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INSTRUCTION TO BIDDERS**IB-1**

01.	<u>Registration of Contractor:</u> 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 https://eprocure.gov.in/eprocure/app
02.	<u>Digital Signature certificate (DSC)</u> 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 (https://eprocure.gov.in/eprocure/app) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.
03.	<u>ELIGIBILITY CRITERIA:</u> Experience in PAINTING WORK of similar truss bridge / industrial structure in erected condition at a height more than 10m from ground / water level during last 07 (seven) years from the date of the tender;
04.	<u>SUBMISSION OF e-BID:</u> Tenders to be submitted online in CPP's Portal in two parts: (A) TECHNO- COMMERCIAL e-BID (B) PRICE e-BID
(A)	<u>TECHNO- COMMERCIAL e-BID:</u> The Techno-commercial bid will consist of the following:
i.	<u>Experience certificate:</u> Bidder must submit copy(ies) of work Order/Job Completion Certificate along with relevant documents from clients in support of eligibility criteria as specified above, duly signed & stamped in each pages.
ii.	Earnest Money Deposit of Rs.5,000.00 (Rupees five thousand only) as Demand Draft or Pay Order in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at 'Kolkata'. EMD, as physical instrument, is to be submitted to BBJ's Head office before opening date of Techno-Commercial e-bid.
iii.	<u>Copy of the following documents duly signed & with official stamped:-</u> a) Copy of PAN along with Income Tax Return (ITR) for last three (03) years ending as on 31.03.2020; b) Copy of Good & Service Tax (GST) registration certificate; c) Copy of Provident Fund & Employee State Insurance (ESI) registration certificate; d) Copy of Audited Annual Accounts (Profit & Loss account and Balance sheet) for last three (3) years ending as on 31.03.2020; e) Copy of NSIC certificate and/or UDYOG AADHAR certificate, if claiming exemption from EMD; f) HSN/SAC code must be provided against the BOQ items. g) Submission of tender document to CPP's portal, duly signed & stamped in each pages;
iv.	Scanned copy of the EMD and other document, as stated above, <u>are to be uploaded in CPPP portal (https://eprocure.gov.in/eprocure/app)</u> . <u>Only EMD in physical instrument</u> is to be submitted in BBJ's Head office, putting into a sealed envelop addressing to DGM(P-V), The Braithwaite Burn & Jessop Construction Company Limited at 27, Rajendra Nath Mukherjee Road, Kolkata - 700001, before opening of Techno-Commercial e-bid.
(B)	<u>PRICE e-Bid:-</u> Properly filled up Bill of Quantities (BOQ)/ Price Schedule is to be uploaded in CPP's portal. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.

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INSTRUCTION TO BIDDERS

IB-2

05.	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
06.	BBJ reserves the right to accept/reject any or all of the tenders and split the scope of work into more than one sub-contractor/supplier/agency. No claim will be entertained on account of this.
07.	<p><u>SPLITTING OF SCOPE OF WORK:</u> BBJ reserve the absolute right to split the SCOPE OF WORK among the Techno-commercially qualified bidders as per BBJ's requirement and decision. However, in such case, the ratio will be 60%:40% between L1:L2 bidders, if L2 bidder matches the rate, terms and conditions of L1 bidder. If it is divided between three (03) parties, the ratio will be 50%:30%:20% between L1:L2:L3 bidders, if L2 & L3 bidders match the rate, terms and conditions of L1 bidder. However, any party will not have any claim towards reduction of such from their scope of work and such splitting of scope of work will be done at negotiated lowest accepted rate only. Order quantity will be reviewed periodically by BBJ/IRCON/South East Central Railway and considering the status of execution of work, scope of work may be revise/reduce as per BBJ's requirement to suit the project work. BBJ's decision, in this regard, will be final and binding on the sub-contractor(s) and no claim will be entertained on this account.</p>
08.	All cost and expenses incidental to pre-tender site visit, pre-award discussion with BBJ etc. shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
09.	<p><u>CURRENCIES OF BID AND PAYMENT:</u> Bidders shall submit price in Indian Rupees and payment under this contract will be made in Indian Rupees.</p>
10.	<p><u>VALIDITY OF TENDER:</u> 90 (Ninety) days from the date of opening of tender or for a further period, if mutually accepted.</p>

(A. NEOGI)
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SCOPE OF WORK

SoW-1

1.	JOB CONTENT/SCOPE OF WORK: (IN GENERAL, BUT MAY NOT BE LIMITED TO)
(A)	FINAL COAT OF ALUMINIUM PAINTING ON ERECTED STEEL GIRDERS OF BRIDGE SUPER STRUCTURE FOR BRIDGE NO. 8, HOLE ALUR, 1KM FROM HOLE ALUR RAILWAY STATION, BEHIND KALMESWARA VIDYA SAMITY, DIST. – GADAG, KARNATAKA – 582203.
	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:
(i)	The intending bidders are advised to inspect bridge sites to obtain first-hand knowledge about the scope of work and working condition, accessibility, weather availability of land, power, water etc. and they shall take into account all the above factors before tendering. Bidder shall visit sites and get acquainted with scope of work, site situation and obtain a certificate from Gadag-Hotgi Bridge site office/BBJ regarding visit to site and submit the same with their offer.
(ii)	Cleaning of members with wire brush, buffing machine etc. in such a way that base coat of paint does not get damaged.
(iii)	BBJ and/or S.W. Railway should be satisfied with the cleaning work and only after getting their clearance, painting should be started.
(iv)	Touch-up painting with on coat of Zinc-chrome primer to IS:104 followed by one coat of zinc chrome red oxide to IS:2074 followed by one coat of Aluminum paint to IS:2339 should be applied, wherever required, before applying final coat of Aluminum paint.
(v)	Touch-up metalizing wherever required.
(vi)	Average coverage of Aluminum paint per liter considered as 17.484 Sq. M. However, exact area will be determined as per actual application and the area decided by the Site-in-charge/BBJ will be final. Excess consumption of paint will be recovered at a penal rate i.e. landed cost of paint plus five percent (5%).
(vii)	Necessary scaffolding, derrick/ ladder etc. for painting the structure should not infringe Railway's moving dimensions and shall be arranged by sub-contractor at his/their cost and the arrangements shall be approved by BBJ and/or S.W. Railway.
(viii)	In case of rain within 24 hrs of application of paint film, sub-contractor should redo the coat at their own cost
(ix)	The work shall be carried out in a programmed manner as approved by BBJ/ S.W. Railway.
(x)	For spray painting and patch metallising work, sub-contractor has to arrange at their own cost, spray gun, metallising gun, all other allied plants/machineries/tools including consumables, aluminium wire for metal-lising, fuel and power etc. Compressor with fuel & operator will be supplied by BBJ for this purpose only.
(xi)	Income Tax will be deducted from the sub-contractor's bill at the applicable percentage. Goods & Service Tax (GST) for sub-contractor's materials/ tools/ plants/ equipment will be paid by the sub-contractor, even if BBJ issues inward/outward way-bill/road permit to the sub-contractor. Bidders are advised to assess and get themselves satisfied about tax implication (in any form e.g., GST, IT, entry tax etc.) for this work and clearly mention the same in their technical e-bid.
(xii)	To undertake all testing, if required as per this tender document.
(xiii)	Arranging necessary inspection and getting the subject work approved by BBJ and/or S.W. Railway or their authorised representative.
(xiv)	Patch/touch-up painting of 30.5m erected bridge girders
(xv)	Patch/repair/touch up metalizing of erected girders components of 30.5m span.

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SCOPE OF WORK

SoW-2

(B)	<u>SCOPE OF SUPPLY OF THE SUB-CONTRACTOR:</u> (TO BE INCLUDED IN THE QUOTED PRICE)
(i)	The sub-contractor should employ qualified and competent supervisor at the site of work to take instructions and execute the work.
(ii)	The agency will have to arrange their own accommodation for their staff and workers.
(iii)	All the workers engaged in painting works must be insured in workmen compensation Act.
(iv)	Sub-contractor shall make his/their own arrangement for safety of labourers/ workers engaged for which no extra payment shall be made .The sub-contractor shall comply with all regulation of Central, State, Local Govt. and labour laws in respect of labourers/ workers employed for this work including insurance cover. The sub-contractor shall depute lookout man with hooters etc. to warn the workers. Sub-contractor shall arrange necessary protective clothing, safety equipment, goggles etc. for their workmen.
(v)	Necessary scaffolding, paint brush, wire brush etc. will have to be arranged by the sub-contractor at his own cost. Full safety measures including wearing of helmet, safety belt, shoe by the workers should be taken so that workers do not get injured during their working.
(vi)	They will have to make their own store for keeping their materials.
(vii)	The equipment required for field testing including thickness gauge for measuring film thickness shall be arranged by sub-contractor at their cost.
(viii)	The sub-contractor will make their own arrangement for supply of electricity, water for operation of their tools / machines and plants and also for their workers & other manpower at his/their own cost.
(ix)	The sub-contractor shall arrange temporary store for storage of required quantity of paint issued to them and tents for their labourer/ worker from commencement to finishing of the work.
(x)	For spray painting and patch metallising work, sub-contractor has to arrange spray gun, metallising gun, all other allied plants/machineries/tools including consumables, aluminium wire for metallising, fuel and power etc. at their own cost. Compressor with fuel & operator will be supplied by BBJ for this purpose only.
(xi)	All empty drums of Paint should be returned to BBJ's store, failing which cost of empty drums @Rs. 20/- per drum will be recovered.
(xii)	Cost of Fuel, Lubricant, LPG, Oxygen etc. to run the plant & machineries & other equipment, supplied by the sub-contractor, to be borne by the sub-contractor.
(C)	<u>SCOPE OF SUPPLY OF BBJ:</u> (FREE SUPPLY ITEM BY BBJ TO SUB-CONTRACTOR FOR THE JOB)
(i)	Only supply of Paint by BBJ.
(ii)	All empty drums of Paints should be returned to BBJ's store, failing which cost of empty drums @Rs. 20/- per drum will be recovered.
(iii)	For spray painting and patch metallising work, Compressor with fuel & operator will be supplied by BBJ for this purpose only.
(D)	<u>PAINT RECONCILIATION:</u>
(i)	The sub-contractor has to provide monthly paint reconciliation statement duly certified by the Site-in-charge of BBJ, Gadag-Hotgi project, otherwise sub-contractor has to agree to the reconciliation done by BBJ. Any shortage of Paint will be recovered from the sub-contractor's RA bill/invoice at penal rate.

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TECHNICAL SPECIFICATION

TS-1

01.	After assembling and launching at site, one finishing coat of Aluminium paint conforming to IS:2339 shall be applied after touching up the primer and first finishing coat.
02.	Painting of other components of this bridge (other than those in floor and deck systems)
(A)	Protective coatings by paintings as per following painting schedule may be applied with the approval of the Engineer:
i)	Primer coat: Two coats of ready mixed paint red lead primer to IS:102.
	Or
	One coat of ready mixed zinc chrome primer to IS:104 followed by one coat of zinc chrome red oxide primer to IS:2074
ii)	Finishing Coat: One coat of aluminium paint to IS:2339 shall be applied over the primer coats after touching up the primer and the finishing coat if damaged in transit.
03.	Miscellaneous:
i)	Final dry film thickness in case of metallizing shall be average 150 microns and shall be measured before application of final finishing two coats.
ii)	Surface preparation shall not be done unless approved paints of sufficient quantity (both primer and finishing) are available in stock.
iii)	Special care should be taken in preparing corners, junctions of members, head and nuts of bolts, rivets, holes, areas less accessible, hidden pockets etc. Surface preparation at such locations shall not be inferior to that attained over the rest of the area.
iv)	Surface preparation shall not be carried out in the following conditions:
	- In rainy season from June to September and from December to January.
	- In extremely windy/misty/dust blowing conditions.
	- At night
	- In winter before 8 A.M.
	- In summer between 11 and 15 hrs, in areas, which are likely to be exposed to direct sunlight.
v)	Engineer reserves the right to change the above timings.
vi)	Final dry film thickness in case of metallising as well epoxy painting shall be average 150 microns and shall be measured before application of final finishing coats.
vii)	Surface preparation shall not be done unless approved paints of sufficient quantity (both primer and finishing) are available in stock.
viii)	Special care should be taken in preparing corners, junctions of members, head and nuts of bolts, rivets, holes, areas less accessible, hidden pockets, etc. Surface preparation at such locations shall not be inferior to that attained over the rest of the area.

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SPECIAL CONDITION OF THE CONTRACT

SCC-1

01.	<u>JOB CONTENT:</u> Final coat of Aluminium Painting on erected steel girders of bridge super structure for Bridge No.8 at Hole Alur, Karnataka.
02.	<u>DRAWINGS & SPECIFICATIONS:</u> A guideline drawing for Bridge no. 8 at BBJ-HO. Intending bidders may request BBJ for the same. 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 Painting work done and certified by BBJ and/or S.W. Railway and/or their authorised representative.
03.	<u>DATE OF COMMENCEMENT:</u> The date of commencement will be considered from the date of acceptance of LETTER OF AWARD (LOA) or Work Order, whichever is earlier.
04.	<u>COMPLETION PERIOD:</u> Within two (02) months from the date of Letter of Award (LoA) or Work Order, whichever is earlier.
05.	<u>PROGRAMME & PROGRESS:</u>
a)	Within 7 (seven) days from the date of acceptance of our LoA, the sub-contractor has to submit a detailed programme with deployment schedule of Man, Machine, material etc. to complete the job within the scheduled time frame and get it approved from BBJ. This approved schedule will constitute the base programme.
b)	After ending of every week, the sub-contractor has to submit to the 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.
c)	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.
06.	<u>INSPECTION & TESTING:</u>
a)	Inspection & testing of work executed by the sub-contractor will be done by BBJ and/or S.W. Railway and/or their authorised representative and the sub-contractor is required to get the work passed through BBJ and/or IRCON and/or South East Central Railway and/or their authorised representative.
07.	<u>EARNEST MONEY DEPOSIT (EMD):</u> Earnest Money Deposit (EMD) of Rs.5,000/- of the successful bidder shall be retained towards part of the initial Security Deposit to facilitate the due and faithful fulfilment of the contract and to be retained up to completion of Maintenance/Defect Liability period, without levying any interest. EMD of the unsuccessful tenderer will be returned after finalization of the order, without levying any interest.
08.	<u>SECURITY DEPOSIT:</u>
a)	Earnest Money Deposit of the successful bidder shall be converted to initial Security Deposit.
b)	An amount equal to 5% (five percent) of the certified bill / invoice value from each RA bill, after adjusting EMD amount as initial Security Deposit, will be deducted and retained as Security Deposit which will be released after completion of Maintenance/Defect Liability period, without levying any interest.
c)	After completion of Maintenance/Defect Liability period and receipt of formal application from the sub-contractor for releasing of Security Deposit including EMD, BBJ being satisfied with the work done by the sub-contractor, will released the same.

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SPECIAL CONDITION OF THE CONTRACT

SCC-2

d)	The Security Deposit deducted from each RA bills including initial Security Deposit may be released against submission of Bank Guarantee of equivalent amount from any Nationalized Bank or Schedule Bank of India after handing over the bridge to S.W. Railway and/or their authorised representative. The Bank Guarantee will be valid till end period of the Maintenance /Defect Liability period.
e)	Being determined or rescinded under any provision of the contract, Security Deposit including EMD and Performance Bank Guarantee shall be forfeited and encashed in full and shall be absolutely at the disposal of BBJ.
09.	<u>RUNNING ACCOUNT (R.A.) BILLS:</u> R.A. Bills will be submitted monthly along with all relevant documents duly certified by Site-In-charge of BBJ, Chhattisgarh project.
10.	<u>SUBMISSION & PAYMENT OF BILLS:</u> 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. No interest charges for delay in payments, if any, shall be entertained by BBJ.
11.	<u>PAYMENT TERMS:</u>
(A)	<u>For 30.5m span:</u>
(i)	90% (Ninety percent) of the certified bill value of each RA bill will be released within 45 (forty-five) days after completion of painting of all members including cross members of each span.
(ii)	5% (Five percent) of the certified bill value of from each RA bill will be released within 45 (forty-five) days after completion of painting of all the 30.5m spans as per order.
(iii)	5% (five percent) of the certified bill value of each RA bill, after adjusting EMD amount as initial Security Deposit, will be deducted and retained by BBJ as Security Deposit which will be released after completion of Maintenance / Defect Liability Period, without levying any interest.
12.	<u>PRICE VARIATION:</u> 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. PRICE SHALL REMAIN FIRM FOR THE ENTIRE DURATION OF THE WORK.
13.	<u>TAXES & DUTIES:</u> 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. Since the work will be executed at Chhattisgarh state, the successful bidder must get themselves registered with appropriate Tax Authorities prior to start of work.

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SPECIAL CONDITION OF THE CONTRACT

SCC-3

14.	<p><u>GOODS AND SERVICE TAX (GST):</u> Without prejudice to stipulation in the Contract, the <u>quoted price shall be exclusive of Goods and Service Tax</u>. 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. Bidder shall quote their rate after considering the <u>input tax credit on their input materials and services. HSN/SAC code should mention in technical bid</u>. The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). Bid without GST number shall be cancelled. 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>. Bidder shall raise their tax invoice in regular interval as per contract condition and <u>uploaded their supply invoice in GSTN Portal through GSTR-1 return within 10th of next month</u>. Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill. BBJ shall deduct any other tax from the sub-contractor's bill at the rate as applicable as per law & rules framed by concerned Govt./local bodies from time to time and remit it to concerned department and shall issue a certificate regarding Tax/Duties/Levies so deducted on demand to the sub-contractor.</p>
15.	<p><u>NEW LEVIES / TAXES:</u> 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>
16.	<p><u>TIME EXTENSION:</u> 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 IRCON and/or South East Central Railway. No extra claim (including escalation) of the Sub-Contractor will be entertained in such cases of time extension being granted.</p>
17.	<p><u>CLAIM/ EXTRA WORKS:</u></p> <p>a) No claim will be tenable in case there is delay in providing services by BBJ.</p> <p>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:-</p> <p>i) From the rate of the existing similar items;</p> <p>ii) In case no similar items are available in the contract, from existing market cost followed by an overhead and profit of 10%.</p> <p>iii) However, BBJ's decision for the above will be final and binding on the Sub-Contractor in this regard.</p>
18.	<p><u>IDLE CHARGES:</u> No idle charges for labour, plant & machinery and establishment etc. is tenable under this contract for whatsoever the reasons be.</p>
19.	<p><u>SUB-LETTING:</u> The Sub-contractor shall not sub-let whole or 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>

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SPECIAL CONDITION OF THE CONTRACT

SCC-4

20.	<u>PERFORMANCE BANK GUARANTEE (PBG):</u>
a)	For due and faithful fulfillment of the contractual obligations, the successful bidder shall furnish a Performance Bank Guarantee (PBG) for an amount equivalent to 3% (three percent) of the contract price/value of work order either by Bank Draft or in the form of Bank Guarantee. In the event, the Performance Bank Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within 45 (forty-five) days from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid, withdraw the LOA and forfeit the EMD if the PBG is not submitted within 45 days
b)	Provided further that on specific request from the bidder, the said period of 45 (forty-five) days for submission of PBG may be extended up to 75 (seventy-five) days from the date of issue of LOA at the sole discretion of the Competent Authority of BBJ. However, a penal interest of 15% (fifteen percent) per annum shall be charged on the total value of PBG for the delay beyond 45 (forty-five) days, i.e. from 46th day after the date of issue of LOA. In case the bidder fails to submit the PBG even within the extended period aforesaid the bid of the bidder shall be liable for rejection by the BBJ administration and the LOA shall stand withdrawn and EMD shall be forfeited.
c)	The PBG 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 bidder shall get the validity of PBG 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 Bank Guarantee (PBG) within the stipulated period of 45 days or extended period up to 75 days, as the case may be, from the date of issue of LOA, and his bid is consequentially cancelled and the LOA is withdrawn the defaulting bidder shall be debarred from participating in Re-Tender for that work and his EMD shall be forfeited.
e)	The formal Work Order shall be issued/ contract agreement shall be executed within a reasonable time only after receipt of PBG from successful bidder. Till such time the work order is issued/contract agreement is executed the bidder shall execute the work on the strength of LOA but no payment shall be made to the bidder without work order/ contract agreement. In the event the bid is cancelled and LOA is withdrawn due to non-submission of PBG, the bidder shall have no claim for the executed work if any as aforesaid.
f)	The value of PBG originally submitted by the successful bidder need not be changed for a variation of contract price/ work 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 Bank Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the successful bidder.
g)	The Performance Bank Guarantee (PBG) shall be released after physical completion of the work i.e. after receipt of last consignment of girder components at site plus 60 days thereafter based on 'Completion Certificate' issued by the competent authority of BBJ stating that the 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' received from the successful bidder.
h)	Whenever the contract is rescinded, cancelled or terminated by BBJ for any reason whatsoever, the EMD/Security Deposit shall be forfeited and the Performance Bank Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed bidder. The failed bidder shall be debarred from participating in the tender for executing the balance work. If the failed 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.

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i)	BBJ shall make a claim under the Performance Bank Guarantee for which the BBJ is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:
i)	Failure by the successful bidder to extend the validity of the Performance Bank Guarantee as described herein above, in which event BBJ may claim the full amount of the Performance Bank Guarantee.
ii)	Failure by the successful bidder to pay BBJ any amount due, either as agreed by the bidder or determined under any of the Clauses/ Conditions of the Work Order/ Agreement, within 30 days of the service of notice to this effect by BBJ.
iii)	In the event of the Contract being rescinded due to nonperformance of contractual obligation by the successful bidder disobeying any of the clause/ condition of the Work Order/ Agreement, the Performance Bank Guarantee and EMD/ Security Deposit of the successful bidder shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.
21.	<u>MAINTENANCE / DEFECT LIABILITY PERIOD:</u> "PERIOD OF MAINTENANCE" shall mean the specified period of 12 (twelve) months maintenance period from the date of completion of the Works certified by the Engineer-In-Charge of BBJ.
22.	<u>LIQUIDATED DAMAGE (LD):</u>
a)	The time for the execution of the work shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract.
b)	If the sub-contractor fails to complete the works within the time as specified in the contract <u>for the reasons not attributable to the sub-contractor</u> , BBJ may, if satisfied, allow the contractor to complete the work for further <u>extension of time without impose LD</u> .
c)	If the sub-contractor fails to complete the works within the time as specified in the contract <u>for the reasons attributable to the sub-contractor</u> , BBJ allow, if satisfied, that the balance work can be completed within reasonable short time thereafter, the sub-contractor may allow further extension of time to complete the work. On such extension, BBJ will recover from the bills of the sub-contractor, as agreed damages, a <u>sum equivalent to 0.5% (zero point five percent)</u> 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, where part delivery is of no use to BBJ, subject to maximum limit of 5% (five percent) of contract value.
d)	For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order / contract agreement issued.
e)	Provided further, that if BBJ is not satisfied that the works can be completed by the sub-contractor and in the event of failure on the part of the sub-contractor to complete the work within further extension of time allowed as aforesaid, BBJ shall be entitled to forfeit the sub-contractor's Security Deposit and encash Performance Bank Guarantees (PBGs) and also rescind the contract, whether or not actual damage is caused by such default.

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23.	ARBITRATION:
(a)	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.
(b)	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 a notice in writing to the Competent Authority of BBJ clearly evince the intention to refer the disputes and differences that have arisen between the parties to Arbitration by 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.
(c)	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.
(d)	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.
(e)	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.
24.	TERMINATION OF CONTRACT
(a)	In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies for which the present successful bidder herein shall be liable to pay all the incidental & extra cost to BBJ. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful bidder for any ground whatsoever.
(b)	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.
(c)	The defaulting successful bidder shall not be issued any completion certificate for the contract.

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(d)	All the statutory obligations including maintaining the all other local rules & regulations/ rules of local Govt. bodies should be abide & 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 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.
(e)	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 expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

(A. NEOGI)
DGM(P-V)