

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

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

NOTICE NO.	eNIT/DGM(P-V)/TIE-UP/SEC/18-2022	DATE	15-Jul-22
------------	----------------------------------	------	-----------

NOTICE INVITING PRE-TENDER TIE-UP

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

01.	NAME OF WORK	PRE-TENDER TIE-UP WITH DESIGN CONSULTANT RELATED TO CIVIL WORKS TOWARDS EXECUTION OF "CONSTRUCTION OF ROBS AT LC NO. AR-5 AND AR-12 FALLING ON NH 130C IN CONNECTION TO NEW LINE (GC) PROJECT IN THE SECTION COMMENCING FROM ABHANPUR-RAJIM IN THE STATE OF CHHATTISGARH IN SOUTH EAST CENTRAL RAILWAY ZONE".
02.	SCOPE OF WORK	AS PER SOW AND BOQ
03.	COMPLETION PERIOD	22 (TWENTY-TWO) MONTHS FOR THE ENTIRE WORK FROM THE DATE OF ISSUE OF LETTER OF ACCEPTANCE (LOA) OR WORK ORDER, WHICHEVER IS EARLIER.
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS.5,000/- (RUPEES FIVE THOUSAND ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENTS WITHOUT THE COST OF TENDER SHALL BE REJECTED. MSME/ NSIC/ SSI UNITS (REGISTRATION SHOULD BE VALID AT LEAST UP TO TENDER OPENING TIME) FOR THE BOQ ITEMS ARE EXEMPTED FROM PROVIDING COST OF TENDER SUBJECT TO SUBMISSION OF DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP. A COPY OF THE UAM CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.
04.	EARNEST MONEY DEPOSIT	RS.25,000/- (RUPEES TWENTY-FIVE THOUSAND ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENTS WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. MSME/ NSIC/ SSI UNITS (REGISTRATION SHOULD BE VALID FOR AT LEAST UP TO TENDER OPENING TIME) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING EMD SUBJECT TO SUBMISSION OF DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP. A COPY OF THE UAM CERTIFICATE NEED TO BE SUBMITTED. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED. FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

		<p>THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST.</p> <p>FOR THE SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL THE SUCCESSFUL COMPLETION OF THE DEFECT LIABILITY PERIOD, WITHOUT ANY INTEREST.</p>	
07.	MODE OF SUBMISSION	<p>ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).</p> <p>A HARD COPY OF THE UPLOADED BID (ONLY THE TECHNO-COMMERCIAL PART) SHALL HAVE TO BE SUBMITTED TO BBJ-HO BEFORE OPENING OF THE TECHNICAL BID.</p> <p>CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITE.</p>	
07.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	15-Jul-2022
		Document download Start Date	15-Jul-2022 - 10:00 HRS
		Start Date of uploading of bid document	22-Jul-2022 - 10:00 HRS
		End Date for uploading of bid document	29-Jul-2022 - 17:00 HRS
		Date of opening of Technical Bid	30-Jul-2022 - 11:00 HRS
		Date of opening of Financial Bid	To be notified later

(A NEOGI)
DY. GENERAL MANAGER (P-V)

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

INSTRUCTION TO BIDDERS**1. REGISTRATION OF CONTRACTOR**

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

2. DIGITAL SIGNATURE CERTIFICATE (DSC)

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

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

Bids are to be submitted online through the e-Procurement system of the Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure/app>). Hardcopy of the uploaded/ submitted bid shall have to be submitted to our office physically along with the EMD, Tender cost & all other documents. Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the Bill of Quantity should be properly filled in.

4. LANGUAGE

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

5. SUBMISSION OF BID

a) All the pages of the Tender document are to be signed with Company's seal by the bidders. The rates in the appropriate space in the **BILL OF QUANTITY** of the tender should be properly filled in both in figures and words.

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

c) TECHNO-COMMERCIAL PART:

A scanned copy of the EMD, Cost of Tender and other documents, as stated below, are to be uploaded to CPPP's portal and a hard copy of the same is to be addressed to DGM(P-V) at BBJ's Head office in a sealed envelope, superscribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL PART:

i) **Earnest Money Deposit (EMD) of Rs.25,000/-** (Rupees twenty-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 a successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the entire job, without any interest.

ii) **Cost of Tender (Non-refundable) 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".

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

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

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 to CPP Portal and submitted along with the bid.

- iii) Bidder's **EXPERIENCE CERTIFICATE** pertaining to required job/ similar nature of the job as per Eligibility Criteria as at Clause No. 2 of the "Special Condition of Contract".
 - iv) As proof of the bidder's capability to submit a Bank Guarantee, the **Bidder's Bankers' certificate** is to be submitted with this part of the bid as mentioned in the Eligibility Criteria.
 - v) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates**.
 - vi) Company's audited Balance Sheet & Profit & Loss Account for last 03 (three) years ending as on 31-Mar-21.
 - vii) Downloaded Tender document (without quoting any price in Techno-commercial bid) duly signed with an official stamp on each page.
- d) **PRICE PART:**
Properly filled up **BILL OF QUANTITIES (BOQ)** is to be uploaded to CPPP's website. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.
- e) The above two sealed envelopes i.e. 'TECHNO-COMMERCIAL PART' and 'FEE PART' shall again be put into another sealed envelope superscribing "TENDER NOTICE NO./NAME OF WORK" to be addressed to DGM(P-V) at BBJ's Head office.

6. EXEMPTION FOR MICRO & SMALL ENTERPRISES:

- (a) MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of the declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.
- (b) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given the following benefits:
 - (i) Issue of Tender set free of cost
 - (ii) Exemption from payment of Earnest Money Deposit
- (c) Firms registered with NSIC under its "Single Point Registration Scheme".

(Exemption will apply only to items/ services indicated under the description of work/ supplies/ services & value up to which the firms are registered with NSIC). To obtain the above benefits, firms should necessarily submit a signed copy of a valid Registration Certificate issued by NSIC. Firms that are in the process of obtaining NSIC Registration will not be considered for the benefits.

- 7. All costs and expenses incidental to the preparation of the tender, discussion, conference, and pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
- 8. **No deviation from the tender conditions will be accepted. Conditional tenders shall be rejected and no additional clause will be entertained. All rights reserved upon BBJ in this regard.**
- 9. The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A tenderer, whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ.

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

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 by BBJ.

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

13. VALIDITY OF TENDER

210 (two hundred ten) days from the date of opening of tender or for a further period if mutually accepted. BBJ reserves the absolute right to decide to ask for an extension of validity if any.

14. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- a) MOU
- b) Work order
- c) Letter of Acceptance (LOA)
- d) Schedule of Items, Rates & Quantities
- e) Special Conditions of the Contract (SCC)
- f) Technical Specifications (TS)
- g) Scope of Work (SOW)
- h) Drawings
- i) Relevant Codes & Standards
- j) Notice Inviting Tender
- k) Instructions to the Bidders (IB)
- l) General Conditions of Contract
- m) Any other documents forming part of the Contract.

15. Bidder should submit the documents in Hard Copy (only Techno-commercial part) on or before as stipulated in "DATE & TIME SCHEDULE" to the address mentioned above.

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

SCOPE OF WORKS

1.0 Pre-Tender tie-up with experienced, reputed, & resourceful Agencies/ Consultants for the Design Consultancy related to civil works for quoting & execution of "Construction of ROBs at LC No. AR-5 and AR-12 falling on NH 130C in connection to the New Line (GC) project in the section commencing from Abhanpur - Rajim in the State of Chhattisgarh in South East Central Railway Zone".

1.1 THE SCOPE OF WORK BROADLY INCLUDES THE FOLLOWING

- (a) The agency will take up survey, investigate the work alignment along with mapping of utilities, S & T cable, etc.; Soil testing, etc.; Design of RCC Pile Foundation, RCC Substructure, RCC Superstructure, R.E. wall & other allied works, etc.; preparation of methodology for the execution of the work, Bill of Quantities for the work as per approved drawings.
- (b) The agency will be responsible for the submission, approval and proof checking of the Design of the ROBs as stated in (a), based on the survey, soil testing data, etc. except the Bow String Girder Steelwork as per Tender condition, specification, drawings from the Authorities in close co-ordination with BBJ and or Railways. The agency will also be responsible for the preparation and submission of the as-made drawings related to the work on completion.
- (c) The bid documents, drawings, etc. of the Railway, enclosed with this tender, would be a part of this tender.
- (d) During the execution stage, the agency will provide necessary assistance to BBJ as & when required in all the work except the Bow String Girder Steelwork by providing necessary experienced manpower as per Tender condition and assist in obtaining approval from the authority in all stages.
- (e) The selected agency has to undergo the execution of a formal pre-tender tie-up MOU with BBJ.

Details of the same are mentioned in BOQ.

1.2 AWARDING OF JOB TO THE SUCCESSFUL BIDDER

In case the job is awarded to BBJ by Railway, BBJ will in turn offer the agency the job as per their offer and further negotiation, as necessary.

1.3 MAJOR RESPONSIBILITY OF THE SUCCESSFUL BIDDER

- i) Commencement and completion date: The respective dates, valid for BBJ (as mentioned in the Railways' tender Document enclosed herewith) will also be binding on the agency.
- ii) Variation: In case BBJ has to negatively adjust the rates for variation as per terms of the contract, the same will be applicable to the agency, irrespective of whatever may be a variation for the work under the scope of the agency.
- iii) Maintenance: The agency will be bound to follow this provision as per the Railway tender for their part of the work.

It is once again clearly stated that the agency, willing to tie up, must agree to share any risk and responsibility (whether specifically mentioned in this document or not) of BBJ in proportion to their value of work, whomsoever being the reasons are attributable in a back-to-back manner.

The bidder must quote considering the provisions as per the Principal Client's tender document (e-Tender No. CEC-BSP-22-23-08), available on the authority's website as well as BBJ's website.

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

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

SPECIAL CONDITION OF CONTRACT**1.0 DEFINITIONS AND INTERPRETATION:**

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

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

2.0 ELIGIBILITY CRITERIA:**2.1 TECHNICAL CRITERIA:**

- a. The bidders should have completion of at least one similar contract during the last in last 5 financial years (i.e., current year and 5 previous financial years) and shall comply with either of the following.
 - (i) **03** (three) similar completed works each costing not less than the amount equal to **Rs.32.00 lakh.**
 - OR
 - (ii) **02** (two) similar completed works each costing not less than the amount equal to **Rs.40.00 lakh.**
 - OR
 - (ii) **01** (one) similar completed work costing not less than the amount equal to **Rs.64.00 Cr.**

The bidder should furnish the following documents in support of the fulfilment of the above criteria. The bidder shall submit the self-attested copy of the following documentary evidence issued by the client to the bidder, as proof of meeting the prescribed eligibility criteria, with specific mention of information required.

- a) Letter of Acceptance (LOA) of work/ Work Orders/ Contract.
- b) Satisfactory completion certificate/ work done certificate during last 5 financial years (i.e., current year and 5 previous financial years).

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

SIMILAR WORK MEANS COMPLETION OF SIMILAR CONSULTANCY WORK/ CONTRACT INVOLVING RCC SUBSTRUCTURE WITH PILE FOUNDATION & RCC SUPERSTRUCTURE OF A RAILWAY/ ROADWAY BRIDGE/ VIADUCT/ FLYOVER, ETC.

2.2 FINANCIAL CRITERIA:

Total Consultancy Turnover during the current year and 3 previous financial years should be a minimum of **Rs. 120.00 lakh.**

2.3 EARNEST MONEY:

Earnest Money amounting to **Rs.25,000/-** (Rupees twenty-five thousand only) may be made in the form of NEFT/ RTGS/ Demand Draft/ Banker's Cheque 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 tenderer withdraws their offer within the validity period of their offer or fails to undertake the contract 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 bid shall be rejected.

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

For successful bidder, EMD will be converted into an initial Security Deposit and will be kept till completion of the contract and completion of the Defect Liability Period. For unsuccessful bidders, EMD shall be refunded immediately after the finalization of the tender. EMD shall be interest-free. In the case of MSME (since waived from submission of EMD), they shall have to submit a Security Deposit of the amount equivalent to EMD before submission of the bid to the principal client.

3.0 ADDITIONAL SPECIAL CONDITION:

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

4.0 COMMENCEMENT & COMPLETION OF WORK

The work shall commence from the date of "Award of Work" by the Principal Client and subsequent confirmation from BBJ by the way of LOA/ Order, whichever is earlier. The entire order is to be completed within **22 (twenty-two) months** from the date of issue of LOA/ Order.

4.1 EXTENSION OF DELIVERY PERIOD:

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

5.0 RATE

The agency must submit its offer strictly as per the Bill of Quantities ("BOQ") of this tender document on an **ITEM-RATE basis**. The bidder must quote the rates inclusive of all and including GST for the items mentioned in BOQ. Income Tax and other statutes, if any, as per norm will be deducted at source from each RA bill. The quoted rates shall remain firm during the pendency of the contract and shall not escalate in any condition.

The rate shall be inclusive of detailed works as described above (ref. "SOW/ BOQ") to make the entire project complete and functional, as per the requirement of the client, including all changes/ modifications/ revisions etc. required during the execution of the work as per site condition etc. It shall also charge for vetting of drawings, incidental charges, whatsoever, during the entire period of the Contract. Nothing extra shall be payable over the accepted rates.

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

6.0 TAXES & DUTIES

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

7.0 GOODS AND SERVICE TAX (GST)

Without prejudice to the stipulation in General Conditions of Contract, **the quoted price shall be inclusive of Goods and Service Tax**. The GST as legally leviable & payable by the bidder under the provisions of applicable law/act shall not be paid extra by BBJ as per the bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services.

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along with the bid documents (techno-commercial). A bid without a GST number shall be cancelled.

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 the 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.**

Bidder shall raise their tax invoice in a regular interval as per contract condition and upload their supply invoice in GSTN Portal through GSTR-1 return with the 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.

8.0 NEW LEVIES/ TAXES

In case Government imposes any new levy/ tax 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 is applicable to this contract and conditions with client.

9.0 PAYMENT TERMS:

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

The agency will submit their RA Bills along with relevant documents to BBJ. BBJ will make a full work bill for submission to the client. The payment to the agency will be made as per certification of Railway and after 21 days from receipt of corresponding payment from Railway as per Schedule G (1.7. ROB) of EPC Agreement Document on a back-to-back basis. Necessary statutory deductions will be effected from the RA Bills of the agency.

10.0 CLAIM:

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

11.0 ASSISTANCE:

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

12.0 PERFORMANCE GUARANTEE

- a) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee (PG) for an amount equivalent to 3% (three per cent) of the contract price/value of work order either by Bank Draft or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of a 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 the Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid, withdraw the LOA and forfeit the EMD if the PG 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 PG 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 per cent) per annum shall be charged on the total value of PG for the delay beyond 45 (forty-five) days, i.e. from the 46th day after the date of issue of LOA. In case the bidder fails to submit the PG 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 P.G. 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 contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

- d) In case the successful bidder fails to submit the requisite Performance Guarantee (PG) within the stipulated period of 45 days 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 PG from the successful bidder. Till such time the work order is issued/contract agreement is executed the contractor shall execute the work on the strength of LOA but no payment shall be made to the contractor without a work order/ contract agreement. In the event, that the bid is cancelled and LOA is withdrawn due to non-submission of PG, the contractor shall have no claim for the executed work if any as aforesaid.
- f) The value of PG 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, the value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 3% (three per cent) for the excess value over the original contract value shall be deposited by the successful bidder.
- g) The PG shall be released after the physical completion of the work i.e. after receipt of the last consignment of girder components at the site plus 60 days thereafter based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily.
- h) Whenever the contract is rescinded, cancelled or terminated by BBJ for any reason whatsoever, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
 - i) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the 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 Guarantee as described hereinabove, in which event BBJ may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the successful bidder to pay BBJ any amount due, either as agreed by the contractor 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 under provisions of any of the clauses/conditions of the Work Order/ Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

13.0 RETENTION MONEY & SECURITY DEPOSIT:

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

14.0 DEFECT LIABILITY PERIOD:

The successful bidder fully guarantees all workmanship in the scope of its work to perform strictly in accordance with the specifications. The workmanship shall be free from all defects. Should any workmanship not perform as intended or should workmanship prove defective within a period of as stipulated by Principal Client, the work shall upon notification of deficiency/ defect be promptly rectified by the successful bidder to the satisfaction of BBJ/ Principal Client or any Inspection Agency nominated by BBJ/ Principal Client without any delay and at no extra cost to BBJ. If the successful bidder fails to effect proper replacement within a reasonable time of receipt of BBJ's notification to this effect, BBJ shall be free to take such corrective against the successful bidder. In this regard, BBJ's decision shall be final and binding upon the successful bidder.

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

15.0 CONFIDENTIALITY OF DOCUMENTS

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

16.0 SUBLETTING OF WORK

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

17.0 INSPECTION OF WORKS

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

18.0 LIQUIDATED DAMAGE

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

19.0 PRICE VARIATION

NOT APPLICABLE

20.0 SURVEY:

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

21.0 ACTUAL ENGAGEMENT:

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

22.0 QA/QC:

The QA/QC system, established by the successful bidder will follow the QAP as will be approved by BBJ/ Railway/ their authorised representative within their quoted price.

23.0 PROGRAMME:

The successful bidder with their offer will submit, keeping in view the Dates as specified in SEC Railways' tender documents enclosed herewith and overall completion, the following:

- » Overall detailed programme showing all activities
- » Proposed Site organisation chart

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

24.0 GENERAL TECHNO-COMMERCIAL TERMS AND CONDITIONS:

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

25.0 TERMINATION OF CONTRACT

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program schedule mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful bidder for any ground whatsoever.

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

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

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

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

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

26.0 RESOLUTION OF DISPUTES AND ARBITRATION

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

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

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

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

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

27.0 FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, the act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall because of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist.

In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract.

Provided that if the contract is terminated under this clause, the successful bidder shall be at liberty to take over from the supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable equipment, bought out components and other stores in the course of manufacture which may be in the possession of the successful bidder at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the successful bidder may, with the concurrence of the Purchaser, elect to retain.

28.0 INDEMNITY

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

29.0 IMPORTANT NOTES;

29.1 BBJ reserves the right to:

29.1.1 Accept or reject any bid received at its discretion without assigning any reasons whatsoever.

29.1.2 Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.

29.1.3 Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.

29.1.4 May ask for further qualification during techno commercial scrutiny of bids received.

29.1.5 BBJ shall not be responsible for any delay, loss or damage for bids sent by post.

29.1.6 BBJ shall not be liable for any expenses incurred by the bidder in preparation of the bid irrespective of whether it is accepted or not.

29.1.7 Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.

29.1.8 If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such application.

(A NEOGI)
DY. GENERAL MANAGER (P-V)