

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

ATC No. ATC/2162/3143/RR-BEARING/G-45-2026

Date: 30/07/2026

27, RAJENDRANATH MUKHERJEE ROAD,
KOLKATA - 700 001 (WEST BENGAL)
PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961
E-MAIL: info.bbjconst@bbjconst.com

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ई-बोली आमंत्रित करने की सूचना
NOTICE INVITING e-Bid

e-Tenders under a **two-part bidding system (i.e., Techno-Commercial Bid and Price Bid)** are invited from manufacturers for supply of Rocker & Roller Bearings, as per the "Scope of Work" / "BOQ".

Only those bidders who fulfil the Qualifying Requirements (QR) specified in the tender document shall be eligible to participate in the tender.

01.	NAME OF THE WORK	MANUFACTURE, TESTING, INSPECTION AND SUPPLY OF ROCKER & ROLLER BEARINGS CONFORMING TO RDSO DRAWING NO. RDSO/B/17164 (ALT.3), INCLUDING ANCHOR BOLTS AND ANCHOR PINS AND EXCLUDING SADDLE T.F. BOLTS WITH NUTS & WASHERS, FOR 30.5 M SPAN STEEL GIRDERS (25T LOADING-2008) FOR BRIDGE NOS. 1373DN, 1496UP & 1496DN OF WALTAIR DIVISION, EAST COAST RAILWAY
02.	QUANTITY	09 SPAN SETS (FOR BRIDGE NOS. 1373DN, 1496UP & 1496DN). ROCKER AND ROLLER BEARINGS CONFORMING TO RDSO DRAWING NO. RDSO/B/17164 (ALT.3), INCLUDING ANCHOR BOLTS AND ANCHOR PINS AND EXCLUDING SADDLE T.F. BOLTS WITH NUTS & WASHERS, FOR 30.5 M SPAN STEEL GIRDERS (25T LOADING-2008). NOTE: ONE (01) SPAN SET SHALL CONSIST OF FOUR (04) BEARINGS, COMPRISING TWO (02) FIXED BEARINGS AND TWO (02) EXPANSION BEARINGS, COMPLETE WITH ANCHOR BOLTS AND ANCHOR PINS, BUT EXCLUDING SADDLE T.F. BOLTS WITH NUTS & WASHERS, AS PER THE APPLICABLE RDSO DRAWING.
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL

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04.	EARNEST MONEY DEPOSIT (EMD)	RS. 1,00,000/- (RUPEES ONE LAKH ONLY) IN THE FORM OF DEMAND DRAFT/ NEFT/ RTGS IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. MICRO AND SMALL ENTERPRISES (MSEs) UNITS WILL BE WAIVED FROM SUBMITTING EMD SUBJECT TO SUBMISSION OF DECLARATION OF THEIR UDYOG AADHAR MEMORANDUM (UAM) ON THE PORTAL. THE EXEMPTION SHALL BE APPLICABLE ONLY TO MSEs ENGAGED IN MANUFACTURING OF GOODS RELEVANT TO THE TENDERED ITEM. TRADERS/ DEALERS/ DISTRIBUTORS ARE NOT ELIGIBLE FOR SUCH EXEMPTION.
05.	MODE OF SUBMISSION	ONLINE THROUGH GOVERNMENT E-MARKETPLACE PORTAL HTTPS://GEM.GOV.IN. EMD AND OTHER DOCUMENTS AS UPLOADED ARE TO BE SUBMITTED AT BBJ'S REGISTERED OFFICE AT 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700001, WEST BENGAL, BEFORE THE OPENING OF THE TECHNICAL E-BIDS.

(पार्थ नंदी)/ (Partha Nandy)
मुख्य प्रबंधक (परियोजना)/ Chief Manager (Project)

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निविदाकर्ता को निर्देश/ INSTRUCTION TO TENDERER

1.0 REGISTRATION OF CONTRACTOR

Any contractor 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://gem.gov.in>

2.0 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 Web Site stated in Guideline to bidder DSC is given as a USB e-Token.

3.0 SUBMISSION OF BID:

Bids are to be submitted online through the e-Bidding system of GeM Portal (<https://gem.gov.in>). **Hardcopy of the uploaded/ submitted bid (technical part) shall have to be submitted to this office physically along with the EMD.**

Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the **BOQ** should be properly filled in. Tenders are to be submitted in **two parts**:

a) **TECHNO-COMMERCIAL PART:** The Techno-Commercial part will consist of -

i) **PRE-QUALIFICATION CRITERIA OF THE BIDDER**

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of the Technical Bid. Any bidder not qualifying PQC criteria will be rejected, and the price bid will not be opened.

The Techno Commercial Part should contain the following documents, which are to be submitted/ uploaded with the offer:

- (a) Earnest Money Deposit (EMD) of **₹ 1,00,000/-** in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drew 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 order without any interest. Scanned copy to be uploaded in portal and instrument to be submitted physically along with other documents.

Bank Details for NEFT/ RTGS:

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP
CONSTRUCTION COMPANY LIMITED.
Bank Name: CANARA BANK
Branch: SPCL MID CORPORATE BRANCH
Bank Address: 7, KYD STREET, CHOWRINGHEE, KOLKATA
- 700016.

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Bank Phone No.: +91-33-22650981
Bank Account No.: 0254261005248
IFS Code: CNRB0005004
MICR Code: 700015075
Bank Account Type: CASH CREDIT
Note: In the case of EMD submitted through NEFT/ RTGS, necessary documents need to be uploaded to the Portal and submitted along with the bid.

- (b) GST Registration Certificate
- (c) Copy of PAN CARD
- (d) Documents as per eligibility criteria.
- (e) Signed copy of tender/ ATC documents.
- (f) A self-declaration by the Bidder confirming that they have not been blacklisted or debarred by any Government Organization, Public Sector Undertaking (PSU), or Public Sector Enterprise (PSE) during the last five (5) years.
- (g) Any Bidder falling under Micro And Small Enterprises (MSEs) category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer:

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above, the offer shall be processed construing that the bidder is not falling under MSE category.

ii) **PRICE-PART -**

Properly filled up BILL OF QUANTITY duly digitally signed to be uploaded in the financial part.

Price Bids of only those bidders whose Techno-Commercial Bids are found responsive, qualified, and acceptable to BBJ shall be opened.

4.0 **AMENDMENT OF TENDER/ BIDDING DOCUMENT**

- (a) At any time prior to the deadline for submission of bids, BBJ may amend the Bidding Document by issuing addendum/ corrigendum.
- (b) Any addendum/ corrigendum issued shall be part of the Bidding Document shall be uploaded in the CPPP and BBJ's website.
- (c) To give prospective Bidders a reasonable time- in which to take an addendum/ corrigendum into account in preparing their bids, BBJ may, at its discretion, extend the deadline for the submission of bids.

5.0 All costs and expenses incidental to the preparation of the tender, discussion, conference,

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pre-award discussion with BBJ shall be borne by the bidder and BBJ shall bear no liability whatsoever on such cost expenses.

6.0 **No deviation to the tender conditions shall be accepted. Conditional tenders shall not be accepted, and no additional clause shall be entertained. BBJ reserves all rights in this regard.**

7.0 **The documents submitted by the bidder along with the bid shall be treated as final for the purpose of techno-commercial evaluation.**

BBJ reserves the right to seek clarifications, if required, with respect to the documents already submitted by the bidder. However, submission of any new document(s) materially altering the bid or eligibility criteria after opening of the tender shall not be permitted.

Acceptance or rejection of the bid shall be based primarily on the documents submitted by the bidder along with the tender. Bidders are therefore advised to carefully examine and comply with all requirements of the tender document before submission of their bids.

8.0 The award of the order or rejection of the Bidder'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 Bidder, 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.

9.0 **CURRENCIES OF BID AND PAYMENT**

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

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

11.0 **PREFERENCE TO MAKE IN INDIA:**

The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P45021/2/2017-PP (BE-II) dated 16th September 2020, as amended from time to time up to Bid Due Date, shall be applicable to the bidding process and award of the contract shall be done accordingly.

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

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12.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):

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

13.0 COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any Bidder branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:
 - a) An entity incorporated established or registered in such a country; or
 - b) A subsidiary of an entity incorporated established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

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- b. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (19) or (20) or (21) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Note:

- i. The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-A.
- ii. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

14.0 PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for a period of **ninety (90) days** after the bid submission deadline date prescribed by the employer. A bid valid for a shorter period shall be rejected by the employer as non-responsive.

In exceptional circumstances, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested, it shall also be extended up to the date mentioned in the letter of request for extension. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

15.0 BBJ administration reserves the right to accept or reject any or all of the tenders and split the scope of supply into more than one agency(ies) without assigning any reason whatsoever. No claim will be entertained on account of this.

16.0 Any information furnished by the bidder subsequently found to be incorrect would render the bidder in-eligible for the present bid and will be debarred from bidding or taking up any work with BBJ in future.

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

18.0 JURISDICTION OF COURTS

The bidding process shall be governed by and construed in accordance with the laws of India and the Courts as indicated below and shall have exclusive jurisdiction over all the disputes/ issues arising under, pursuant to and/ or in connection with the bidding process.

Exclusive Jurisdiction of Court and Seal & Venue of arbitration: Kolkata

19.0 ADDRESS FOR COMMUNICATION:

Interested eligible Bidders may obtain further information from the following address:

Chief Manager (Project),
The Braithwaite Burn And Jessop Construction Co. Ltd.
(A Govt. of India Enterprises)
27, Rajendra Nath Mukherjee Road,
Kolkata – 700 001.
Email: bbjtenders@bbjconst.com

20.0 IMPORTANT NOTES

BBJ reserves the right to:

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

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- g) BBJ shall not be liable for any expenses incurred by the bidder in preparation of the bid irrespective of whether it is accepted or not.
- h) Canvassing, i.e. soliciting favour, seeking advantage etc. in any form, is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- i) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such an application.
- j) The bidder/ agency will stand guarantee for the quality if provided service in all aspects. If the quality of service are found non acceptable, same to rearranged/ reorganized by the consultant / agency / bidder at their own risk & cost. BBJ shall not be liable to pay any amount in this regard.
- k) The quoted rate should be inclusive of all taxes and Delivery charges at our Site including Goods & Service Tax.

(पार्थ नंदी)/ (Partha Nandy)
मुख्य प्रबंधक (परियोजना)/ Chief Manager (Project)

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अनुबंध की विशेष शर्तें / SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

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

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

2. SCOPE OF WORK/ SUPPLY:

The scope of work shall comprise the manufacture, testing, inspection and supply of Rocker & Roller Bearings, complete in all respects, conforming to RDSO Drawing No. RDSO/B/17164 (Alt. 3) or the latest revision applicable on the date of bid submission.

The bearings shall be supplied complete with Anchor Bolts and Anchor Pins, but excluding Saddle T.F. Bolts, Nuts and Washers, and shall be suitable for 30.5 m Span Steel Plate Girders (25T Loading-2008) for Bridge Nos. 1373DN, 1496UP and 1496DN of Waltair Division, East Coast Railway.

The materials shall be new, unused, free from manufacturing defects, and shall be supplied along with all applicable Manufacturer's Test Certificates (MTCs), inspection reports, quality certificates, and other documents as specified in the tender.

Sl. No.	Description	Quantity
01	Rocker & Roller Bearings conforming to RDSO Drawing No. RDSO/B/17164 (Alt. 3), complete with Anchor Bolts and Anchor Pins, excluding Saddle T.F. Bolts, Nuts and Washers	09 Span Sets

Note: One (01) Span Set shall comprise a complete set of four (04) Rocker & Roller Bearings, consisting of two (02) Fixed Bearings and two (02) Expansion Bearings, complete with all associated Anchor Bolts and Anchor Pins, but excluding Saddle T.F. Bolts with Nuts and Washers, strictly conforming to above RDSO Drawing.

3. TECHNICAL SPECIFICATIONS:

The Rocker & Roller Bearings shall be designed, manufactured, tested, inspected and supplied strictly in accordance with RDSO Drawing No. RDSO/B/17164 (Alt. 3) or its latest revision, the applicable RDSO specifications, relevant Indian Standards (IS), and the requirements stipulated in this Tender Document.

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The bearings shall be:

- Manufactured from sound, homogeneous, and defect-free materials of the specified grade.
- New, unused, and free from cracks, laminations, casting defects, corrosion, distortion, or any other manufacturing defects.
- Dimensionally accurate and interchangeable with the requirements of the applicable RDSO drawing.
- Supplied complete with all components specified in the scope of supply, including Anchor Bolts and Anchor Pins, but excluding Saddle T.F. Bolts with Nuts and Washers.
- Suitable for installation on 30.5 m Span Steel Plate Girders (25T Loading–2008) without any modification.

All bearings shall undergo the prescribed **inspection and testing** in accordance with the applicable RDSO specifications and approved quality assurance procedures. The successful bidder shall furnish the following documents along with each lot of supply:

- Manufacturer's Test Certificate (MTC).
- Inspection Certificate issued by the competent inspecting authority, wherever applicable.
- Dimensional Inspection Report.
- Material Test Certificates for all principal components.
- Guarantee/Warranty Certificate.
- Any other certificates/documents specified in the applicable RDSO specifications or this Tender Document.

The materials shall be subject to inspection and acceptance by BBJ/ Indian Railways/ or any other Railway-approved inspecting agency. Any material found not conforming to the specified drawings, technical specifications, quality requirements, or inspection criteria shall be rejected and shall be replaced by the successful bidder at their own cost and risk, without any additional financial implication to BBJ.

4. ELIGIBILITY CRITERIA:

3.1 Technical Criteria:

The bidder should have successfully completed or substantially completed similar work (not less than 75%) during the last five (05) years, ending the last day of month previous to the one in which applications are invited, should be either of the following:

- (a) Having successfully completed or substantially completed at least **3 (three)** such similar works each costing not less than **Rs. 11.40 Lakh.**
or
- (b) Having successfully completed or substantially completed at least **2 (two)** such similar work each costing not less than **Rs. 15.20 Lakh.**
or
- (c) Having successfully completed or substantially completed at least **1 (one)** such similar work costing not less than **Rs. 22.80 Lakh.**

Note:

- (i) **Similar Work** shall mean manufacture and supply of Rocker & Roller Bearings for 30.5 m span or above Indian Railway Steel Bridges, conforming to the relevant Railway/RDSO specifications.

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- (ii) The bidder shall submit documentary evidence in the form of copies of Purchase Orders/ Work Orders together with the corresponding Completion Certificates/ Inspection Certificates and Tax Invoices, establishing manufacture and supply of Steel Rocker & Roller Bearings for Indian Railway Steel Bridges of 30.5 m span or above during the last five (05) years preceding the last date of submission of bids.
- (iii) The supplies shall have to be made to Government Departments, Indian Railways, Central/State PSUs, PSEs or other reputed organisations engaged in the construction of Indian Railway Steel Bridges.

3.3 Financial Criteria:

Average Annual Financial Turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least **Rs. 11.40 Lakh** (supported by Audited Accounts only)

The turnover shall be supported by Balance Sheet & Profit & Loss Accounts and/or Audited Financial Statements duly certified by a Chartered Accountant.

5. EARNEST MONEY:

Deposit of Earnest Money amounting to **₹1,00,000/- (Rupees One Lakh Only)** may be made in the form of NEFT/ RTGS/ Demand Draft/ Pay Order drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the bidder withdraws their offer within the validity period of their offer or fails to undertake the work after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected. EMD will be converted to Security Deposit and will be kept till the completion of the entire Order plus six (06) months thereafter by the successful bidder.

For unsuccessful bidders, EMD shall be refunded immediately after the finalization of the tender. EMD shall be interest-free.

6. COMPLETION PERIOD

The supply shall be completed in phased lots, as per the delivery schedule communicated by the BBJ's Site-in-Charge from time to time, within an overall period of **six (06) months** from the date of issue of the Purchase Order/Contract. The successful bidder shall ensure timely delivery of each lot in accordance with the delivery instructions issued by BBJ.

7. EXTENSION OF COMPLETION PERIOD:

If the successful bidder is unable to complete the supply within the stipulated completion period due to reasons beyond its reasonable control and not attributable to any act, omission, negligence, or default on its part, it shall submit a written request to BBJ, together with supporting documentary evidence, seeking an extension of the completion period before expiry of the contractual completion period.

Upon examination of the request and being satisfied that the delay is justified, BBJ may, at its sole discretion, grant a reasonable extension of the milestone(s) and/or the completion period, with or without levy of Liquidated Damages (LD), as applicable under the terms and conditions of the Contract.

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The grant of an extension of time shall not entitle the successful bidder to any additional payment, compensation, damages, price escalation, idle charges, overheads, loss of profit, or any other financial claim whatsoever arising out of such extension, unless expressly provided for elsewhere in the Contract.

The decision of BBJ regarding the grant or otherwise of an extension of time, and the period of such extension, shall be final and binding, subject to the terms and conditions of the Contract.

8. INSPECTION & TESTING:

Inspection and testing of the **Rocker & Roller Bearings**, including **Anchor Bolts and Anchor Pins**, shall be carried out by the inspecting authority nominated by BBJ, namely **BBJ, Indian Railways, or any other Railway-approved inspecting agency**, in accordance with the applicable **RDSO drawings, specifications, relevant Indian Standards (IS)**, and the requirements of this Tender Document.

The successful bidder shall provide, **at its own cost**, all necessary facilities, testing equipment, calibrated instruments, tools, labour, materials, etc. and assistance required for conducting inspection and necessary testing at manufacturer's premises/works. No additional payment shall be admissible on this account.

The following conditions shall also apply:

- a) BBJ and/or the nominated inspecting authority may draw random samples of the **Bearings, Anchor Bolts and Anchor Pins**, or any other component of the supply, at any stage for independent testing at an **NABL-accredited laboratory** to verify compliance with the applicable specifications and acceptance criteria.
- b) If any material or lot is found non-conforming during inspection or testing, the entire defective lot or such quantity as may be rejected by the inspecting authority shall be replaced by the successful bidder with a fresh lot, at its own cost and risk, within the period specified by BBJ. The replacement lot shall be subjected to fresh inspection and testing by the nominated inspecting authority and shall not be dispatched until the relevant inspection and test certificates confirming compliance with the applicable RDSO specifications, drawings and relevant Indian Standards have been issued.
- c) All costs towards inspection, testing, re-inspection, third-party inspection, laboratory testing, transportation of samples, and all incidental expenses shall be borne by the successful bidder. No additional payment shall be made by BBJ on this account.
- d) The issue of an Inspection Certificate and/or acceptance of the material shall not relieve the successful bidder of its contractual obligations, including compliance with the specifications, quality requirements, warranty obligations, and replacement of any defective material detected during installation, commissioning, or the warranty period.

9. FIRM PRICE:

The rate shall remain firm and shall not attract escalation due to any reason such as Steel price hike whatsoever in pursuance of this contract during the delivery period

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or up to the extended delivery period as the case may be from the date of the order. No escalation or any variation in prices is payable to the supplier on account of any increase or modification in the tax structure or introduction/ modification of the existing levy structure.

10. **SHIP TO / DELIVERY LOCATION**

Total quantity to be delivered in the following location.

- (a) The BBJ Construction Co. Ltd.
Railway Br. No. 1373DN,
Kanugulavalasa Village
(7 Kms from Srikakulam City)
Waltair Division, East Coast Railway
- (b) The BBJ Construction Co. Ltd.
Railway Br. No. 1496UP & 1496DN
Nellimerla Village
(9 Kms from Vijay Nagaram City)
Waltair Division, East Coast Railway

11. **VARIATION IN QUANTITIES:**

Variation will be within +/- 25% of the ordered quantity.

12. **PAYMENT TERMS:**

- (a) **Ninety percent (90%)** of the Contract Value shall be released within forty-five (45) days from the date of receipt and acceptance of the bearings in good condition at the specified F.O.R. destination, subject to submission of the requisite documents and certification thereof by the authorized representative of BBJ.
- (b) The balance **ten percent (10%)** of the Contract Value shall be released within forty-five (45) days after successful installation and proper placement of the bearings at the bridge site, subject to certification by the Site-in-Charge/User Department regarding satisfactory installation, submission of the final bill, and fulfilment of all contractual obligations.

13. **RATE**

The bidder shall quote the rates strictly in accordance with the Bill of Quantities (BOQ). The quoted rates shall be inclusive of all taxes and duties, including GST, packing, forwarding, loading, transportation, transit insurance, unloading at site, and all other incidental charges required for complete execution of the supply. The quoted rates shall remain firm and fixed throughout the currency of the Contract, and no escalation or additional payment on any account shall be admissible.

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

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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.

14. PERFORMANCE GUARANTEE

- a) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to **5% (five percent)** of the contract price/ value of work order either by depositing of Cash in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from Nationalized or Scheduled Bank or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank of India in the prescribed format of BBJ with due validity period and claim period of 180 days. The aforesaid Bank Guarantee should be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the Performance Guarantee is not submitted within 21 days.
- b) Provided further that after receipt of a specific formal request letter (in writing) from the successful bidder with valid justification/ reason for their non-submission of Performance Guarantee within the stipulated period, the said period of 21 (twenty-one) days for submission of Performance Guarantee may be extended at the sole discretion of the Competent Authority of BBJ. In such event of extension, a penal interest of 12% (twelve percent) per annum on Performance Guarantee value shall be charged for the delay beyond 21 (twenty-one) days, i.e., from 22nd day after the date of issue of LOA and up to the actual date of submission. In case the successful bidder fails to submit the Performance Guarantee even within the extended period, as aforesaid, the bid of the successful bidder shall be liable for rejection by the BBJ administration, and the LOA shall stand withdrawn.
- c) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the successful bidder shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- d) In case the successful bidder fails to submit the requisite Performance Guarantee within the stipulated period as mentioned in the above paragraphs, the bid may consequentially be cancelled by BBJ, and the LOA shall stand withdrawn. The defaulting successful bidder shall be debarred from participating in Re-Tender for that work and his EMD/ SD/ PG/RA Bills shall be encashed/ invoked/ forfeited. In this regard, the decision of the Competent Authority of BBJ shall be final.
- e) The formal Order shall be issued/ contract agreement (if any) shall be executed within a reasonable time only after receipt of Performance Guarantee from successful bidder. Till such time the order is issued/contract agreement (if any) is executed the successful bidder shall execute the work on the strength of LOA, but no payment shall be made to the successful bidder without order/ contract agreement. In the event the bid is cancelled by BBJ, and LOA is withdrawn accordingly due to non-submission of Performance Guarantee, the successful bidder shall have no right to claim on the executed work if any as aforesaid or any other claim whatsoever.
- f) The value of Performance Guarantee originally submitted by the successful bidder need not be changed for a variation of contract price/ order value up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 5% (five percent) as applicable for the excess value over the original

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- contract value shall be deposited by the successful bidder within 21 days from the date of receipt of intimation from BBJ.
- g) The Performance Guarantee shall be released after physical completion of the work plus after completion of 60 days thereafter based on 'Completion Certificate' issued by BBJ stating that the successful bidder has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period/ defect liability period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.
- h) Whenever the contract is rescinded by BBJ due to failure of the successful bidder, the EMD/ Security Deposit of the successful bidder shall be forfeited, and their Performance Guarantee shall also be encashed. The balance work shall be got done independently without risk & cost of the failed successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work. If the failed successful bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- i) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the LOA/ Contract (notwithstanding and/or without prejudice to any other provisions in the LOA/ Contract Agreement) in the event of:
- (a) Failure by the successful bidder to extend the validity of the Performance Guarantee as described herein above, in that event BBJ may claim the full amount of the Performance Guarantee from the successful bidder.
- (b) Failure by the successful bidder to pay BBJ any amount due, either as agreed by them or determined under any of the Clauses/ Conditions of the LOA/ Order/ Contract Agreement, within 30 days of the service of notice to this effect by BBJ.
- (c) In the event of the LOA/ Contract being rescinded by BBJ under provisions of any of the clause/ condition of the LOA/ Order/ Contract Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

15. SECURITY DEPOSIT:

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5% (five percent)** of the Total Contract Value shall be deducted and should be kept valid till completion of the entire contract period plus 48 (forty-eight) months i.e., up to end of Defect Liability Period. Security Deposit shall be in the following manner.

The Earnest Money deposited by the bidder along with the tender will be retained by the BBJ as part of the Security Deposit. The balance amount to make up with the total amount of the Security Deposit may be deposited by the Successful bidder in the form of a Demand Draft/ Pay Order or may be recovered by percentage deduction from the Successful Bidder's bills.

Recovery of Security Deposit: The Security Deposit/ rate of recovery/ mode of recovery shall be as under:

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- a) Security Deposit for work should be **5% (five percent)** of the Contract value and shall be recovered from the R/A bill.
- b) The rate of recovery should be at the rate of **10% (ten percent)** of the gross R/A bill amount till the full security deposit is recovered.
- c) Security deposits will be recovered only from the bills of the Successful Bidder.

Security Deposit shall be returned to the Successful Bidder after successful completion of entire Order plus 48 (forty-eight) months i.e., after the end of Defect Liability Period and after the following:

- a. After passing the final bill based on the "No Claim Certificate" with the approval of the Competent Authority.
- b. Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned Successful Bidder. This certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Successful Bidder and that there is no due from the Successful Bidder to BBJ against the contract concerned.

16. DEFECT LIABILITY PERIOD / WARRANTY

The successful bidder shall warrant that all Rocker & Roller Bearings, including Anchor Bolts and Anchor Pins, supplied under the Contract are new, unused, free from defects in design, material, workmanship and manufacture, and conform in all respects to the specifications, drawings, approved documents, and the requirements of the Contract.

The Defect Liability Period (Warranty Period) shall be **forty-eight (48) months**, commencing from the date of successful installation, proper positioning, commissioning, and final acceptance of the last bearing at the bridge site by BBJ/Engineer-in-Charge.

During the Defect Liability Period, if any defect, deficiency, failure, or non-conformity attributable to defective design, material, workmanship, or manufacture is observed, the successful bidder shall, upon receipt of written notice from BBJ, repair or replace the defective bearing(s)/component(s) at its own cost and risk, including all costs towards dismantling, transportation, loading, unloading, insurance, reinstallation, testing, commissioning, and all incidental expenses, within thirty (30) days or such shorter period as may be specified by BBJ in the interest of the project.

The repaired or replaced material shall conform to all applicable specifications and shall be subject to inspection and acceptance by BBJ and/or the nominated inspecting authority.

If the successful bidder fails to rectify or replace the defective material within the stipulated period, BBJ shall, without prejudice to any other rights or remedies available under the Contract or applicable law, be entitled to carry out the necessary repair or replacement through any other agency at the risk and cost of the successful bidder. The expenditure so incurred shall be recoverable from any amount due or becoming due to the successful bidder, including the Security Deposit/Performance Security, without prejudice to BBJ's right to recover any additional losses or damages.

17. LIQUIDATED DAMAGE:

If the successful bidder fails to supply the quantity within the stipulated delivery period, as mentioned in the order, 0.5% (zero-point five percent) of the order value

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will be deducted from the bill/invoice for per week of delay or part thereof, subject to a maximum of 5% (five percent) of the total order value.

18. TAXES & DUTIES:

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

19. GOODS AND SERVICE TAX (GST):

- i) The successful bidder shall be liable to pay all applicable taxes including Goods and Service Tax (GST) or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, as applicable, separately in the bill/ invoice/ debit/ credit notes. Successful bidder shall quote their GST Identification No. (GSTIN) in all its bills/invoices/ debit/credit notes.
- ii) The successful bidder has to provide a proper invoice/ debit/ credit notes bearing QR Code wherever applicable in the form and manner prescribed under rules of the GST Act/ rules containing all the particulars mentioned therein. In the event the successful bidder fails to provide the invoice/debit/credit notes in the form and manner prescribed under GST, then in the event of such non-compliance of the GST Act/Rules, the successful bidder shall be liable to indemnify for any losses to the Company.
- iii) The successful bidder shall raise their tax invoice in the regular interval as per contract conditions and upload their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from Bidder's bill.
- iv) The successful bidder shall upload/ submit/ report all supply invoices/ debit/ credit notes details in the form of prescribed statements/returns on the GSTN portal on or before the prescribed due dates date as per GST act/rules. The successful bidder shall pay the balance payable GST amount against supplies made to the Company on a monthly basis within due date from the appointed date regularly. Successful bidder shall reconcile the differences/ mismatches in submissions on GSTN portal if any before submission of their final monthly return.
- v) The successful bidder shall issue a credit note or debit note (if any) with reference to an original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from the Company and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. Successful bidder shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Company promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest etc. arises due to non-compliance by the successful bidder, the same shall be reimbursed by the successful bidder to the Company. In case the successful bidder disqualifies in any of the above, please note that the input tax credit (GST) shall not be available to the Company and

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- the Company has right to hold the GST amount without any intimation until the matter get resolved and credit is available to the Company.
- vi) In the event where the input tax credit of the GST charged by the successful bidder is denied by the tax authorities to the Company, the Company shall be entitled to recover such amount from the successful bidder by way of adjustment from the next tax invoice/debit note. In addition to the amount of GST, the Company shall also be entitled to recover from the successful bidder interest along with applicable penalty imposed on the Company under GST laws. It is further agreed that in case the successful bidder fails to charge GST, if applicable, on the services/activities forming part of this agreement, at the time of raising invoices, the Company shall not be liable or responsible for reimbursing such tax, at any later date.
- vii) The Company reserves the right to change the aforesaid GST/ Tax terms and conditions as notified from time to time by Government of India or respective State Governments. It is further clarified that all payments under this agreement shall be subject to withholding taxes, if applicable.
- viii) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e., SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.
20. **NEW LEVIES/ TAXES**
In case Government imposes any new levy/tax or modifies rate of existing taxes including GST after awarding of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax applies to this contract.
21. **INDEMNITY:**
The successful bidder shall indemnify and keep BBJ indemnified against all claims, losses, damages, liabilities, costs, expenses, statutory dues and legal proceedings arising out of or in connection with the execution of the Contract or any breach of its contractual or statutory obligations.
22. **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 affect any other payment to the present successful bidder for any ground whatsoever.

The successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for

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the balance work in his/her individual capacity or as a partner of any other JV/ partnership firm. The defaulting successful bidder shall not be issued any completion certificate for the contract.

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

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

23. ARBITRATION:

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

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

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

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

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

24. FORCE MAJEURE:

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

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

25. JURISDICTION OF COURT:

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

26. IMPORTANT NOTES:

BBJ reserves the right to:

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

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- g) BBJ shall not be liable for any expenses incurred by the bidder in preparation of the bid irrespective of whether it is accepted or not.
- h) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- i) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such an application.
- j) The supplier will stand a guarantee for the quality supplied item. If the supplied quantity is found defective, the defective quantity is to be replaced by the supplier at their risk and cost.
- k) The quoted rate should be inclusive of all taxes and Delivery charges at our Site including Goods & Service Tax.

(पार्थ नंदी) / (Partha Nandy)
मुख्य प्रबंधक (परियोजना)/ Chief Manager (Project)