

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)

NIT No.: BBJ/GM(P&P)/PRE-BID/E.RLY/08-2023

Date: 28-Mar-2023

Registered Office: 27, Rajendra Nath Mukherjee Road,
Kolkata – 700 001, West Bengal.
Phone: (033) 2248 5841-44 Fax: 033-2210 3961
Email: info.bbjconst@bbjconst.com; Website: www.bbjconst.com;

e-TENDER NO.	BBJ/GM(P&P)/PRE-BID/E.RLY/08-2023	DATE	28-Mar-2023
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NOTICE INVITING e-TENDER.

Sealed Tenders under Two Bid System (Technical & Financial) are invited from reputed Agencies for the following work:

01.	NAME OF THE WORK	PRE-TENDER TIE-UP FOR THE CIVIL WORK PART FOR THE 'PROVISION OF 12 M WIDE RDSO STANDARD FOBS AT SIX STATIONS UNDER AMRIT BHARAT STATION SCHEME IN HOWRAH DIVISION OF EASTERN RAILWAY'
02.	QUANTITY	AS PER THE BILL OF QUANTITY (BOQ)
03.	COMPLETION PERIOD	06 (SIX) MONTHS FOR THE ENTIRE WORK [FOR 03 FOBS EACH] FROM THE DATE OF LETTER OF ACCEPTANCE (LOA) OR WORK ORDER, WHICHEVER IS EARLIER.
04.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS.10,000/- (RUPEES TEN 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. COPY OF UAM CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.
05.	EARNEST MONEY DEPOSIT (EMD)	RS.5,00,000/- (RUPEES FIVE LAKH 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. COPY OF 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 FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST.

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		FOR SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A INITIAL SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFUL COMPLETION OF THE DEFECT LIABILITY PERIOD.	
06.	MODE OF SUBMISSION OF TENDER	ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL). A HARD COPY OF THE UPLOADED BID (TECHNO-COMMERCIAL PART) SHALL HAVE TO BE SUBMITTED TO BBJ-HO BEFORE OPENING OF TECHNICAL BID. TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITE.	
07.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	28-Mar-2023
		DOCUMENT DOWNLOAD START DATE	28-Mar-2023 AT 10:00 HRS.
		START DATE OF UPLOADING OF BID DOCUMENT	31-Mar-2023 AT 10:00 HRS.
		END DATE FOR UPLOADING OF BID DOCUMENT	06-Apr-2023 AT 15:00 HRS.
		DATE OF OPENING OF TECHNICAL BID	07-Apr-2023 AT 15:00 HRS.
		DATE OF OPENING OF FINANCIAL BID	TO BE NOTIFIED LATER

(अनिमेष नियोगी/ Animesh Neogi)
महाप्रबंधक (परियोजना और खरीद) / General Manager (Project & Purchase)

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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, through logging on to <https://eprocure.gov.in/eprocure/app>

2. DIGITAL SIGNATURE CERTIFICATE (DSC)

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

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

Bids are to be submitted online through the e-Procurement system of Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure/app>). 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 another language, 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. No overwriting, use of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry legibly. Both the correction and new entry are to be signed and sealed with Company's seal. In the event of any difference between the figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender.
- b. The Tender shall be signed by the person legally authorized to enter into a commitment on behalf of the tenderer. Tenders are to be submitted in two parts as per following:
- c. Scanned copy of the EMD, Cost of Tender and other documents, as stated below, are to be uploaded in CPP's portal and a hard copy of the same to be sent addressed to GM(P&P) at BBJ's Head office in a sealed envelope, super scribing "TENDER NOTICE NO." & "FEE PART":
 - i) **Earnest Money Deposit (EMD) of Rs.5,00,000/-** (Rupees five lakh only) 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 job, without any interest.
 - ii) **Cost of Tender (Non-refundable) of Rs.10,000/-** (Rupees ten 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)

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Bank Address: 2, B.B.D. BAGH (EAST), KOLKATA – 700001 (W.B.).
Bank Account No.: 11175160292
Bank Account Type: Current
IFS Code: SBIN0001401

PS: In the case of EMD & Tender Fee submitted through NEFT/ RTGS, necessary documents need to be uploaded in CPP Portal and submitted along with the bid.

d. TECHNO-COMMERCIAL PART:

Scanned copy of the EMD, Cost of Tender and other documents, as stated below, are to be uploaded in CPPP's portal and a hard copy of the same to be addressed to General Manager (Project & Purchase) at BBJ's Head office in a sealed envelope, super scribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL PART":

- i) Bidder's **EXPERIENCE CERTIFICATE** pertaining to required job/ similar nature of the job as per Eligibility Criteria.
- ii) As proof of the bidder's capability to submit a Bank Guarantee, a "**Solvency Certificate**" to be submitted with the bid as per the format provided by the BBJ along with the tender.
- iii) Other documents in support of Eligibility Criteria of this tender.
- iv) Signed copy of **PAN, Goods & Service Tax (GST)** registration certificates.
- v) Signed copy of **Provident Fund & Employees State Insurance (ESI) Registration Certificate**.
- vi) Company's audited **Balance Sheet & Profit & Loss Account** for last 3 (three) years ending as on 31st March 2022.
- vii) Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page.
- viii) Undertaking towards acceptance of Terms & Conditions as laid down by the Eastern Railway in their original tender no. 15_2022-23.
- ix) Undertaking towards acceptance of distribution of scope of work and allotment of FOBs as per the discretion of BBJ if the work is allotted to BBJ.

e. 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.

f. The above 'TECHNO-COMMERCIAL PART' shall have to be forwarded to GM(P&P) 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) Exemption from payment of the cost of tender document
 - (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. INTEGRITY PACT:

The Bidder/ Contractor is required to enter into an Integrity Pact with BBJ, in the Format at Annexure-I. The Integrity Pact enclosed as Annexure-I will be signed by BBJ for and on behalf of Employer as its Agent

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/ Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.

In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail. For monitoring of the Integrity Pact, BBJ has appointed the following eminent personality as Independent External Monitor(s) (IEM) :

Shri S. Srinivasan
IAS (Retd.)
Flat No. D 5 - 107, Block No. 5,
V Floor, Kendriya Vihar,
B.B. Road (Bangalore - Bellary Road),
Yelahanka, Bangalore – 64.
Karnataka
Email: s.srinivasan1980@gmail.com

8. All costs and expenses incidental to the preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
9. **No deviation to the tender conditions shall be accepted. Conditional tenders shall be rejected, and no additional clause shall be entertained. All rights reserved upon BBJ in this regard.**
10. 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.
11. **SPLITTING OF SCOPE OF WORK**
The work will be distributed among the two bidder (i.e., L-1 & L-2 bidder), 3 FOBs each at different locations, if the L-1 rate is matched by L-2 bidder.

Location will be distributed solely at the discretion of BBJ and shall be binding on the bidders.
12. **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.
13. 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.
14. All duties, taxes, fees and other levies except GST payable by the successful bidder under the contract or any other cause shall be included in the quoted prices.
15. The issue of tender documents to a certain firm does not necessarily mean that the tender of the said firm will be automatically considered. The consideration will be as per eligibility criteria, as detailed in the NIT and at the sole discretion of BBJ.
16. **VALIDITY OF TENDER**
180 (one hundred eighty) days from the date of opening of tender or for a further period if mutually accepted. BBJ reserves the right to ask for the extension of validity if any.

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17. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

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

- 1) Work order
- 2) Letter of Award (LOA)
- 3) Schedule of Items, Rates & Quantities
- 4) Special Conditions of the Contract (SCC)
- 5) Technical Specifications (TS)
- 6) Scope of Work (SOW)
- 7) Drawings
- 8) Relevant Codes & Standards
- 9) Notice Inviting Tender
- 10) Instructions to the Bidders (IB)
- 11) General Conditions of Contract
- 12) Any other documents forming part of the Contract.

18. Bidder should submit the documents in Hard Copy on or before as stipulated in "DATE & TIME SCHEDULE" to the address as mentioned above.

- 19.** The drawing is not attached to this tender document. Interested bidders may visit BBJ's Drawing Office on any working day i.e., Monday to Friday & Saturday (only 1st, 3rd & 5th instant) from 10 A.M. to 1 P.M. and 2 P.M. to 5 P.M.) to study the drawings at 27, R. N. Mukherjee Road, Kolkata-700 001 till the end date of uploading of the online bid.

BBJ reserves the right to alter/ modify the drawing/ specification to suit their condition. If due to change in drawing/ specification, there is any increase/ decrease in items/ quantities or both, payment will be made only for actual approved D.O.D./ approved material list tonnage certified by Eastern Railway and/or their authorized agent. However, the payment will be restricted to the tonnage as will be certified and paid to BBJ by Eastern Railway.

SCOPE OF WORKS

1. NAME OF WORK:

Provision of 12m wide RDSO standard FOBs at Six stations under Amrit Bharat Station Scheme in Howrah Division" of Eastern Railway.

The indicative scope described hereunder is only indicative and shall be deemed to be inclusive of all items to be executed for successful completion of the work as per Specifications and Drawings.

Indicative scope of work: Provision of 12m wide RDSO standard FOBs at Six stations under Amrit Bharat Station Scheme in Howrah Division (excluding the Supply, Fabrication & Erection of steelwork for FOB)

The work to be distributed among two bidders (L-1 & L-2 bidder), 3 FOBs each, after matching the L-1 rates. BOQ quantity provided with the tender are for 03 FOBs and the same quantity shall be allocated to the L-2 bidder matching the L-1 rates.

Note:

- a) The RDSO/ approved drawing series may be changed by Eastern Railway. In that case, the fabrication agency shall be bound to carry out the fabrication work as per the said changed RDSO/ approved drawing series without any other claim to BBJ on account of such changes.
- b) Target production indicated above may be modified by BBJ as per the requirement of Eastern Railway and no claim will be entertained on this account.

2. BRIEF SCOPE OF WORK OF THE AGENCY:

- (a) The agency will take up procurement of cement, other inputs, etc. in close co-ordination with BBJ, so that the specification, quality, source, etc. and delivery schedule of manufacturer satisfies the overall requirement of the project.
- (b) The agency will provide all required plant, equipment, machineries, labour, consumables, power, supervision, testing & inspection facilities, temporary works, fixtures etc. all complete in line with this tender and as per required specification.
- (c) The tender documents, etc. of Railway, enclosed herewith, would be a part of this tender.
- (d) BBJ will supply the Reinforcement Bar for the work at free of cost as per bid condition. All the work from unloading onwards will be under the scope of the agency.
- (e) The Supply, Fabrication & Erection of steelwork for the FOB will be excluded from the scope of the agency.
- (f) During execution stage, the item and its quantity along with specifications of the Civil work of each FOB may change from the tendered BOQ, based on final design drawing provided by Railways for the work.
- (g) The selected agency has to undergo execution of formal pre-tender tie-up MOU with BBJ.

3. MAJOR RESPONSIBILITY OF THE AGENCY

- (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 variation for the work under the scope of the agency.
- (iii) Maintenance: The agency will be bound to follow this provision as per Railway tender for their part of 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 back-to-back manner.

4. AWARDING OF JOB TO THE AGENCY

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.

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SPECIAL CONDITION OF THE 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/ 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. ELIGIBILITY CRITERIA

A. TECHNICAL CRITERIA:

The tenderer must have successfully completed/ substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- i) **03 (three)** similar works each costing not less than the amount equal to **₹2.68 Cr.**, or
- ii) **02 (two)** similar works each costing not less than the amount equal to **₹3.35 Cr.**, or
- iii) **01 (one)** similar work costing not less than the amount equal to **₹5.36 Cr.**

Similar Work shall mean Civil Engineering work involving construction of RCC Pile Foundation, etc.

Successful completion certificate(s) of orders or substantially completed up to date work done certificate/documents as per the above criteria to be submitted by the bidder.

B. FINANCIAL CRITERIA:

- a) Average Annual financial turnover during the last 03 (three) financial years, ending 31st March of the previous financial year (i.e., 2019-20, 2020-21 & 2021-22), should be at least **₹2.01 Cr.** or above.
- b) Authentic Certificates in the form of Audited Balance Sheet and Profit & Loss shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/ client, duly certified by the Chartered Accountant.

3. TECHNICAL SPECIFICATION

The work should strictly be done in accordance with the relevant technical specification mentioned in this document as well as per relevant extracts from tender documents of BBJ & Railway. Raw material, consumables, etc. should be strict as per relevant specification and as laid down in QAP and shall be used after approval of EASTERN RAILWAY and/or RDSO and/or any other authorised agency of EASTERN RAILWAY.

4. DISTRIBUTION OF WORK/ ORDER

The work will be distributed between the L-1 and L-2 bidders after matching the L-1 rates, with each bidder receiving three FOBs. The BOQ quantity provided in the tender is for three FOBs, and the same quantity will be allocated to the L-2 bidder if they match the L-1 rates.

5. WORKMANSHIP:

The workmanship for the fabrication operations, Testing, Material shifting etc shall be closely monitored by The Agency's supervisory staff as per the specification and as directed by the Engineer/ Engineer In-Charge

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of EASTERN RAILWAY and/or RDSO and/or any other authorised agency of EASTERN RAILWAY. Any work done by The Successful bidder is found unsatisfactory or a major mismatch is observed at the time of erection at the site that should be rectified/redone as per the instructions, immediately after notifying The Successful bidder. If the Successful bidder fails to do so and the same is done by EASTERN RAILWAY and EASTERN RAILWAY deducts the cost pertaining to the same from BBJ then BBJ will also recover the same amount from any due payment of the Successful Bidder. **Any rejection on grounds of quality shall be re-done at the successful bidder's cost.**

6. QUANTITY OF WORK TO EXECUTE

The total quantity of part of work as per Bill of Quantity (BOQ) can vary to any extent as decided by BBJ but the unit rate finalized will not change up to the completion of the project.

During the distribution of work, the L-2 bidder will be awarded the same quantity and scope of work as per the BOQ. BBJ reserves the right to change the scope as required, but the unit rate finalized will remain unchanged until the completion of the project.

7. DURATION OF WORK

Time is the essence of this contract. Duration of work is **06 (six) months for three FOBs**, and the date of commencement will be considered the date of acceptance of Letter of Award (LOA) or Work Order, whichever is earlier.

Note:

- The RDSO/ approval drawing series may be changed by EASTERN RAILWAY. In that case, the fabrication agency shall be bound to carry out the fabrication work as per the said changed RDSO/ approval drawing series without any other claim to BBJ on account of such changes.
- Target production indicated above may be modified by BBJ as per the requirement of EASTERN RAILWAY and no claim will be entertained on this account.

If the overall completion schedule needs to be extended due to any reason which is solely beyond the control of the successful bidder and causing hindrance to work progress the said extension of completion schedule shall be granted without L.D subject to the receipt of extension of completion schedule by BBJ from EASTERN RAILWAY without L.D.

8. UNIT PRICE

The unit rate of the work will be per BOQ. Price shall be inclusive of material (excluding steel plates & sections), mobilization, demobilization, manpower, consumables cost, all cost of infrastructure, water, electricity, plant & equipment, all charges towards labour and supervisory charges, transportation, tools and tackles, consumables, POL, enabling & protection works, scaffolding, testing and all applicable Taxes & duties (excluding excise duty which will be paid separately on the production of documentary evidence), insurance, statutory, incidental charges, supervision, overheads, profit, obtaining permissions from local bodies and any other charges that may be necessary to be incurred for successful completion of your scope of work of fabrication on time.

9. BILLING AND PAYMENT:

Necessary statutory deductions will be affected from the RA Bills of the agency. The agency will submit their RA Bills along with relevant documents to BBJ. BBJ will make a full work bill for submission to client. The payment to the agency will be made as per certification of Railway and after 15 days from receipt of corresponding payment from Railway as per Schedule of Contract Agreement Document on back-to-back basis.

10. TAXES & DUTIES

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

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11. GOODS AND SERVICE TAX (GST)

Without prejudice to the stipulation in General Conditions of Contract, the quoted price shall be exclusive of **Goods and Service Tax**. The GST as legally leviable & payable by the bidder under the provisions of applicable law/act shall 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 bidder shall get registered with the GST authorities and the registration certificate shall be submitted along with the bid documents (techno-commercial). Bid without 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 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 the regular interval as per contract condition and uploaded their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from Bidder's bill.

12. 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 applies to this contract.

13. CLAIM:

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

14. ASSISTANCE:

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

15. PERFORMANCE GUARANTEE

- i) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to **5% (three percent)** of the contract price/ value of work order either by Bank Draft/ NEFT/ RTGS 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. 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.
- ii) The Performance Guarantee shall be initially valid up to the stipulated original date of completion plus with 06 months claim period. 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 with 06 months claim period.
- iii) 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.
- iv) 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-

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- 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.
- v) 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 contract value shall be deposited by the successful bidder within 21 days from the date of receipt of intimation from BBJ.
- vi) 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.
- vii) 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.
- viii) 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.

16. SD/ RETENTION:

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

17. PAYMENT OF ADVANCE AND REPAYMENT:

Not Applicable

18. PRICE VARIATION

The price variation clause as per Railway Tender will be applicable, but subject to the lower ceiling limit applicable to the value of contract between Railway and BBJ and upper ceiling limit applicable to the value of work of the agency.

19. LAND:

The agency should arrange land for constructional activities at their own cost.

20. SURVEY:

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

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21. ACTUAL ENGAGEMENT:

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

22. QA/QC:

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

23. PROGRAMME:

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

- » Overall detail programme showing all activities.
- » Proposed Site organization 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. GENERAL TECHNO-COMMERCIAL TERMS AND CONDITIONS:

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

25. FREE ISSUE AND RECONCILIATION OF RAW STEEL

Raw steel will be supplied by BBJ **against the Bank Guarantee of the requisite value of steel** to run the work smoothly as the work will be carried out at the successful bidder/ fabricator's premises.

Successful bidder should initially submit a bank guarantee (as per prescribed format of BBJ) of amount Rs.5.0 (five) crore or in proportionate amount as per the actual quantity of work allocated, if the whole work is split among more bidders, issued by any Nationalised or schedule Bank within 15 (fifteen) days of receipt of Letter of Acceptance (LOA) and before the start of the lifting of steel materials, otherwise, LOA shall stand cancelled and EMD amount will be forfeited. Subsequently, the further bank guarantee will be submitted as per the schedule of supply of steel to be commensurate with the fabrication programme.

Safekeeping of raw steel materials will be the successful bidder's responsibility. The steel and other free issue material supplied by BBJ will be used in the BBJ job only. Under no circumstances, the material supplied by BBJ shall be used in works other than BBJ. If it is found, then the value of the material with 2 times that value as penal charges shall be recovered from the successful bidder.

- a) **Wastage: 0.5% (half percent)** of material list weight shall be allowed as wastage of steel in the process of fabrication work. The cutting plan of the materials will be issued by BBJ and to be followed accordingly.
- b) Cutting of plates will be based on the cutting plan given by BBJ and maximum wastage allowed is up to **4% (four percent)** including irrecoverable wastage, however, higher wastage may be allowed at the sole discretion and certification of Engineer-in-charge certifying with detail why more wastage has taken place with the proper record.
- c) **Reconciliation:** The fabricator shall prepare a reconciliation statement as per the following table and got the same approved by BBJ.

Sl. no.	Raw steel received from BBJ	Steel consumed in fabrication work = Material List weight of girders + 0.5% of Material List weight of girders as irrecoverable wastage	Quantity of steel to be returned by the fabricator to BBJ
(a)	(b)	(c)	(d) = (b) – (c)

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Reconciliation of steel shall be done on completion of 50% of fabrication and subsequently on completion of the entire scope of work. Reconciliation of steel shall be deemed to be completed only after receipt of surplus steel as indicated in column (d) above to BBJ's designated place.

The successful bidder shall be liable to return all surplus steel beyond the said quantity to BBJ in the form of scrap and off cut and full-length steel within 3 months from the date of completion of the work. If the successful bidder fails to return the aforesaid surplus steel, BBJ shall recover the cost of surplus steel based on the prevailing market price on or about the date of completion plus the cost of transportation of steel from the successful bidder's workshop to BBJ's premises in Kolkata/ other place plus clerkage charge @ 5% of the total value of steel and transportation cost thereof.

Definition of Scraps & Offcuts:

Sections: Anything less than 1m will be considered as Scrap and more than 1m & above it will be considered as Offcuts.

Plate: Anything less than 0.25 Sqm. will be considered as Scrap otherwise Offcuts.

26. LIQUIDATED DAMAGES

- a) The time for the execution of the work shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract.
- b) If the contractor fails to complete the works within the time as specified in the contract for the reasons not attributable to the successful bidder, BBJ may, if satisfied, allow the contractor to complete the work for further extension of time without imposing LD.
- c) If the successful bidder fails to complete the works within the time as specified in the contract for the reasons attributable to the successful bidder, BBJ allows, if satisfied that the works can be completed within a reasonable short time thereafter, the successful bidder for further extension of time. On such extension, BBJ will recover from the bills of the successful bidder, as agreed damages, **a sum equivalent to ½ (half) of 1% of the contract value per week or part of the week** of any supplied equipment/services not delivered within stipulated time period or total order value in the case where part delivery is of no use to the purchaser, subject to the maximum limit of **10% for contract value up to 2 (two) lakh and 5% for contract value above 2 (two) lakh**.
- d) For the purpose of this Clause, the contract value of the works shall be taken as the value of work as per contract agreement including any supplementary work order/contract agreement issued.
- e) Provided further, that if BBJ is not satisfied that the works can be completed by the Successful bidder and in the event of failure on the part of the successful bidder to complete the work within the further extension of time allowed as aforesaid, BBJ shall be entitled to encash the successful bidder's Security Deposit and Performance Guarantee and also rescind the contract, whether or not actual damage is caused by such default.

27. TERMINATION OF CONTRACT

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies. 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.

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.

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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.

28. 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.

On the failure of the procedure prescribed above or if a party is dissatisfied with the decisions/recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by 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.

29. 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.

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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 Purchaser 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 Supplier at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

30. NON-SCHEDULE ITEM OF WORK

Settlement of rate of the extra item(s) of work which is/are not covered by the schedule: -

The successful bidder shall notify any extra item(s) of work to BBJ immediately after he comes across the same during the execution of work and submits the rate for the same. Based on merit, BBJ shall take up with EASTERN RAILWAY for settlement of the rate of the extra item(s) of work. If EASTERN RAILWAY admits the said extra item(s) of work and settles the rate thereof then BBJ shall also admit the said extra item of work for the successful bidder and pass on 90% of the rate settled by EASTERN RAILWAY.

31. Tender Terms/ Additional Special Condition/ Technical Conditions as incorporated by Eastern Railway shall be an integral part of the tender document.

32. IMPORTANT NOTES;

(A) BBJ reserves the right to:

- i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- ii) Cancel tender at its discretion without assigning any reasons whatsoever.
- iii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- iv) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- v) May ask for further qualification during techno commercial scrutiny of bids received.
- vi) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- vii) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during the preparation of bid irrespective of whether it is accepted or not.
- viii) 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.
- ix) 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.

(अनिमेष नियोगी/ Animesh Neogi)

महाप्रबंधक (परियोजना और खरीद) / General Manager (Project & Purchase)

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PRE CONTRACT INTEGRITY PACT

PCIP-1

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20....., between on one hand, THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, Rajendra Nath Mukherjee Road, Kolkata – 700 001 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part and M/s _____ represented by Sri _____ (Designation) (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute for this eNIT and the BIDDER/Seller is willing to offer/has offered the same and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
Enabling the BUYER to obtain the desired said stores/equipment/contract at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to preventing corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER, which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government Office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

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PRE CONTRACT INTEGRITY PACT

PCIP-2

Commitments of the BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government/the Company for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government/the Company.
- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government-sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or thorough any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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PRE-CONTRACT INTEGRITY PACT

PCIP-3

- 3.12 If the BIDDER or any employee of the BIDDER or any persons acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The terms 'relative' for this purpose would be as defined in the Companies Act 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
4. **Previous Transgression**
- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract if already awarded, can be terminated for such reason.
5. **Earnest Money Deposit (Security Deposit)**
- 5.1 While submitting a commercial bid, the BIDDER shall deposit an amount of Rs. 10,00,000/- (Rupees Ten Lakh only) as Earnest Money /Security Deposit, with the BUYER through any of the following instruments :
- (i) 'Demand Draft' or 'Pay Order' in favour of "The Braithwaite Burn and Jessop Construction Company Limited." payable at "Kolkata".
- (ii) A confirmed guarantee by an Indian Nationalised/Schedule Bank, promising payment of the guaranteed sum to the BUYER on-demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument.
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER including warranty period, whichever is earlier.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Work Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing a sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
6. **Sanctions for Violations**
- 6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

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- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank Of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the buyer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India/the Company for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing a sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.
7. **Fall Clause**
- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or sub-systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER if the contract has already been concluded.
8. **Independent Monitors**
- 8.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

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- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings amongst all the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and should the occasion arise, submit proposals for correcting problematic situations.
9. **Facilitation of Investigation**
In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Account of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
10. **Law and Place of Jurisdiction**
This Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER.
11. **Other legal Actions**
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
12. **Validity**
12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 (five) years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the reminder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
13. The parties hereby sign this integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer: _____
Designation: _____

CHIEF EXECUTIVE OFFICER

Witness

1. _____
2. _____

Witness

1. _____
2. _____

* **Provisions of these clauses would need to be amended and/or deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.**

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ANNEXURE - I

LIST OF DEVIATIONS

SL. NO.	BBJ'S eTENDER CLAUSE NO.	BIDDER'S DEVIATED CONDITIONS
(1)	(2)	(3)
1.		
2.		
3.		<u>NIL</u>
4.		
5.		