

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

eNIT/ERECTION/MS/2150-3131/05-2023

DATE: 15-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.	eNIT/ERECTION/MS/2150-3131/05-2023	DATE	15-Mar-2023
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NOTICE INVITING e-TENDER.

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

01.	NAME OF THE WORK	FIXATION OF AGENCY FOR ERECTION OF MINOR STEEL STRUCTURES, LINKING OF RAILS AND PAINTINGS AT MIZORAM BRIDGE PROJECT SITE.
02.	QUANTITY	AS PER THE BILL OF QUANTITY (BOQ)
03.	COMPLETION PERIOD	04 (FOUR) MONTHS FOR THE ENTIRE WORK FROM THE DATE OF LETTER OF ACCEPTANCE (LOA) OR WORK ORDER, WHICHEVER IS EARLIER.
04.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
05.	EARNEST MONEY DEPOSIT (EMD)	RS.1,00,000/- (RUPEES ONE 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 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/ UDYAM NUMBER ON CPPP. A COPY OF THE UAM CERTIFICATE NEED TO SUBMIT. 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. FOR A SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFULLY COMPLETING OF ENTIRE JOB, WITHOUT ANY INTEREST.
08.	MODE OF SUBMISSION OF e-TENDER	ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL). A HARD COPY OF THE UPLOADED BID SHALL HAVE TO BE SUBMITTED TO BBJ-HO (ONLY EMD & TECHNO-COMMERCIAL PART) BEFORE OPENING OF TECHNICAL BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITES.

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09.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	15-Mar-2023
		DOCUMENT DOWNLOAD START DATE	15-Mar-2023 AT 10:00 HRS.
		START DATE OF UPLOADING OF BID DOCUMENT	22-Mar-2023 AT 10:00 HRS.
		END DATE FOR UPLOADING OF BID DOCUMENT	28-Mar-2023 AT 15:00 HRS.
		DATE OF OPENING OF TECHNICAL BID	29Mar-203 AT 15:00 HRS.
		DATE OF OPENING OF FINANCIAL BID	TO BE NOTIFIED LATER

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

SECTION – I

INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

1. REGISTRATION OF CONTRACTOR

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

2. DIGITAL SIGNATURE CERTIFICATE (DSC)

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

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

Bids are to be submitted online through the e-Procurement system of the Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure/app>). Hardcopy of the uploaded/ submitted bid (only the technical part) 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. ELIGIBILITY CRITERIA

A. Technical Criteria:

Experience of having successfully completed/ ongoing works during the last 7 (seven) years ending the last day of the month previous to the one in which applications are invited should be either of the following:

- i) **Three** successfully completed/ ongoing works each costing not less than the amount equal to **₹13.03 lakh.**
Or
- ii) **Two** successfully completed/ ongoing works each costing not less than the amount equal to **₹16.28 lakh.**
Or
- iii) **One** successfully completed/ ongoing work costing not less than the amount equal to **₹26.06 lakh.**

Note: Similar works shall mean Trial Assembly/ Erection Work of Open Web Girder

B. Financial Criteria of The Bidder:

- a. Average Annual financial turnover during the last 03 (three) years, ending 31st March of the previous financial year (2019-20, 2020-21 & 2021-22), should be at least **₹9.77 lakh** or above.
- b. Submission of audited balance sheets for the last 03 (three) financial years to demonstrate the current soundness of the Bidder's financial position.
- c. Authentic Certificates shall be produced by the bidder(s) to this effect which may be an attested Certificate from the employer/ client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

Note: If the audited accounts for the latest concluded Financial Year are not available, the Bidder shall furnish information pertaining to the last three financial years after ignoring the latest concluded financial year. In case the bidder submits

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audited financial information for the last four or more years, only the figures for the latest three years shall be considered for evaluation.

(a checklist of all the above and other documents to be provided which should be signed and stamped by the bidder with an undertaking – if any of the documents mentioned above/ below are not found with the bid or the bidder fails to produce the same to tender inviting authority i.e. BBJ may render their bid invalid and BBJ's decision will be final and binding)

6. SUBMISSION OF BID

- a) All the pages of the Tender document are to be signed with Company's seal by the bidders. The rates in the appropriate space in the **BILL OF QUANTITY** of the tender should be properly filled in both in figures and words.
- b) The Tender shall be signed by the person legally authorized to enter into a commitment on behalf of the tenderer. Tenders are to be submitted in two parts as per the following:
- c) **FEE PART:**
A scanned copy of the EMD, Cost of Tender and other documents, as stated below, are to be uploaded by the bidder in CPPP's portal and a hard copy of the same is to be addressed to DGM(P-V) at BBJ's Head office in a sealed envelope, superscribing "TENDER NOTICE NO." & "FEE PART":
- i) **Earnest Money Deposit (EMD) of ₹1,00,000/-** (Rupees one lakh 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". For 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.

Bank Details for NEFT/ RTGS:

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP
CONSTRUCTION COMPANY LIMITED.
Bank Name: STATE BANK OF INDIA
Branch: DALHOUSIE SQUARE (CALCUTTA)
Bank Address: 2, B.B.D. BAGH (EAST), KOLKATA – 700001 (W.B.)
Bank Account No.: 11175160292
Bank Account Type: Current
IFS Code: SBIN0001401

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

d) **TECHNO-COMMERCIAL PART:**

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

- i) Bidder's **EXPERIENCE CERTIFICATE** pertaining to required job/ similar nature of the job as per Eligibility Criteria.
- ii) Other documents in support of the Eligibility Criteria of the Bidder with regards to this tender.
- iii) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates** of the Bidder.
- iv) Signed copy of **Provident Fund and Employees State Insurance (ESI) Registration Certificate** of the Bidder.
- iv) Bidder's audited Balance Sheet and Profit & Loss Account for the last 3 (three) years ending as on **31st March 2022**.

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v) Downloaded Tender document (without quoting any price in Techno-commercial bid) duly signed with an official stamp on each page by the Bidder.

e) **PRICE PART:**

Properly filled up **BILL OF QUANTITIES (BOQ)** is to be uploaded by the Bidder to CPPP's website. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified & acceptable to BBJ.

f) The above two sealed envelopes i.e., 'TECHNO-COMMERCIAL PART' and 'FEE PART' shall again be put into another sealed envelope superscribing "TENDER NOTICE NO./ NAME OF WORK" to be addressed to DGM(P-V) at BBJ's Head office.

7. EXEMPTION FOR MICRO & SMALL ENTERPRISES:

(a) MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of the declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.

(b) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given the following benefits:

(i) Issue of Tender set free of cost

(ii) Exemption from payment of Earnest Money Deposit

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

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 from the tender conditions shall be accepted. Conditional and Incomplete 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. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers/bidders.

11. 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.

12. 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.

13. All duties (excluding GST), taxes, fees and other levies payable by the successful bidder under the contract or any other clause shall be included in the quoted prices.

14. VALIDITY OF TENDER

90 (ninety) days from the date of opening of tender or for a further period in writing if mutually accepted. BBJ reserves the right to ask for an extension of validity if any.

15. ORDER OF PRIORITY OF 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

SECTION – II

SCOPE OF WORKS

SCOPE OF WORKS

1. NAME OF WORK:

Unloading, Assembling, Erection and Fixing of Trolley Refuge, Man refuge, Pathway, Gangway, Inspection ladder, railing etc., linking of p-way tracks by laying and fixing main rails and guard rails, final coat of aluminium painting including another 2 coats of HSFG Bolts painting by Etch primer and zinc chrome yellow and patch painting as and where required.

2. BRIEF SCOPE OF WORK OF THE AGENCY:

The scope of work will include but not be limited to the following and the quoted rate should take into consideration the following:

- Unloading and stacking of rails, minor bridge components, chequered plates, gas and other store materials from trailers and trucks.
- Erection and fixing of trolley refuge, man refuge, gangway, pathway, inspection ladder, hand railing etc. by MS Bolts and HSFG Bolts.
- Linking of p-way trucks by laying main rails and guard rails by fixing Fish plates on H-Beam sleeper. (H-Beam sleepers were already erected and fixed with spans).
- Dismantling of temporary rail trucks.
- Final coat painting of 8X61.00m spans of Bridge No. 15 and 19 by aluminium paint.
- All HSFG Bolts are to be painted by 1 coat of Etch primer and one coat of zinc chrome yellow.
- Supply of LPG and Oxygen Gas.
- The rail cutting and drilling machine will be arranged by the agency.

3. OTHER SCOPE OF WORK OF THE AGENCY

- Arrangements of labours, supervisors, riveting and bolting gangs, welder, and engineers to deliver the jobs in time.
- Taking approval of tightening of HSFG Bolts and apply of paints of main span from Railway Representatives is the responsibility of the agency solely.
- The rate of the agency includes cutting of plates, angles, channels etc. and welding for making temporary arrangements, required for erection of spans.
- The agency will take care about safety arrangements of their works and will follow all safety rules during the execution of work.

4. SCOPE OF SUPPLY BY BBJ

- All minor steel structures for trolley refuge, man refuge, pathway, gangway, MS Bolts and HSFG Bolts, drifts and other store materials will be supplied by BBJ.
- Main Rails, Guard rails and fittings for linking work will be delivered by BBJ.
- All paints, equipment, cranes, machinery and tools and tackles, which would be required for the execution of the work will be supplied by BBJ free of cost.
- Electricity, power and water supply shall be provided at site by BBJ free of cost.
- Labour staying arrangements will be provided by BBJ at free of cost.

SECTION – III

SPECIAL CONDITION OF THE CONTRACT

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. 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 Raw material, consumables, etc. should be strict as per relevant specifications and as laid down in QAP and shall be used after approval RDSO and/or any other authorised agency of RAILWAY.

3. WORKMANSHIP:

The workmanship for the work shall be closely monitored by the successful bidder’s supervisory staff as per the specification and as directed by the Engineer/ Engineer in charge of RAILWAY and/or RDSO and/or any other authorised agency of RAILWAY. Any work done by the successful bidder is found unsatisfactory or any 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 the rectification, the cost of recertification will be received from the successful bidder’s bill.

Any rejection on grounds of quality shall be re-done at the successful bidder’s cost.

4. QUANTITY OF WORK TO EXECUTE

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

5. PLACE OF WORK

Bridge Site No. 15 & 19,
N.F. Railway,
Bairabi, Mizoram

6. DURATION OF WORK

Time is the essence of this contract. The duration of work is 04 (four) months, and the date of commencement will be considered the date of issue of a Letter of Acceptance (LOA)/ Work Order, whichever is earlier.

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

7. UNIT PRICE

The unit rate of the work will be inclusive of material, mobilization, demobilization, manpower, consumables cost, all cost of infrastructure, 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 GST), 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.

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8. VALIDITY

The Rates for fabrication will be valid and remain firm for the entire duration of the work including extension granted if any. No revision/ alterations of unit rates shall be entertained.

9. PRICE VARIATION

No price variation is allowed in the contract. If any price variation clause appears in any part of the contract, the same should be treated as not applicable to this contract.

10. TAXES & DUTIES

The successful bidder shall be exclusively responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax) that may be levied from time to time according to the Laws & 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.

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 successful bidder under the provisions of applicable law/act shall be paid extra by BBJ as per the successful bidder's bill. Bidders shall quote their rate after considering the input tax credit on their input materials and services.

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

At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in the invoice and also submit proper **Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.**

The successful bidder shall raise their tax invoice in the regular interval as per contract condition and upload their supply invoice in GSTN Portal through GSTR-1 return within the 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from the successful 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 is applicable to this contract.

13. SUBMISSION OF BILLS AND PAYMENTS

A tax Invoice based on the monthly running account bill showing up to date, since previous and month in consideration work done quantities and values shall be submitted by the successful bidder monthly on or before the dated fixed by BBJ for all works executed in the period of the month. Payment will be released stage wise based on the monthly certified bill based on the weight of fabricated minor steel structures of bridges.

- **90% (ninety percent)** of the accepted rate with proportionate GST for item no. 1, 2, 3 & 4 will be released within 45 (Forty-five) days after submission of a clear invoice against erection of secondary structures like trolley refuge, pathway etc. and certification.
- **100% (one hundred percent)** of the accepted rate with proportionate GST for Item no. 5 & 6 will be released within 45 day after submission of a clear invoice against completion of supply and certification thereof by the site-in-charge/concerned official.
- **Balance 10% (ten percent)** of the accepted rate with proportionate GST for Item no. 1, 2, 3 & 4 will be released within Forty five days after submission of a clear invoice against completion of the respective work in all respect and certification thereof by the site-in-charge/concerned official.

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The amount payable to the fabricator/ successful bidder against the final bill shall be released only on submission of the following documents:

- i) No Claim Undertaking confirming that the "The Successful bidder" has no claims of any nature against the work order and/ or the work done against the work order.
- ii) Unconditional acceptance of the final bill and measurements entered therein
- iii) Unconditional Undertaking that The Successful bidder has complied in full with the Legal/ Statutory obligations with regard to the labour engaged by him on the job including payment of terminal benefits if any, and that he indemnifies BBJ of any obligation/ liability that may arise owing to any representation of any workmen employed by him.
- iv) A Clearance Certificate from BBJ confirming no shortfall of any material issued to him for the purpose of the work.

14. QUANTITY VARIATION

- a) There may be quantity variation during the actual execution of work.
- b) If due to a change in design/ drawing/ specification, there is any increase/ decrease in items/ quantities up to any extent of +/- 50% (plus/minus fifty per cent) of both, payment will be made only for the actual work done with the same rate, terms and conditions of the original order on the successful bidder by BBJ duly certified by the Site In-Charge.

15. PERFORMANCE GUARANTEE

- (a) For due and faithful fulfillment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to **3% (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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 3% (three 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.

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- (f) 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.
- (g) 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.
- (h) 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:
- (i) 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.
- (ii) 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.
- (iii) 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. SECURITY DEPOSIT:

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5%** (five per cent) of the Total Contract Value shall be deducted and should be kept valid till completion of the entire contract period plus 06 (six) months i.e. up to end of Defect Liability Period. Security Deposit shall be in the following manner;

The Earnest Money deposited by the successful bidder along with the tender will be retained by the BBJ as part of the Security Deposit. The balance amount to make up for 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 a percentage deduction from the contractor's bills.

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

- (i) Security Deposit for work should be **5% (five percent)** of the Contract value and shall be recovered from the bill.
- (ii) The rate of recovery should be at the rate of **10% (ten percent)** of the gross bill amount till the full security deposit is recovered.
- (iii) Security deposits will be recovered only from the bills of the contractor and no other mode of collecting SD such as SD in the form of instruments like BG etc., shall be accepted towards security Deposit.

Security Deposit shall be returned to the contractor after completion of the entire Order plus 06 (six) months i.e., after the end of the Defect Liability Period and subsequent to 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 contractor. This certificate, inter alia, should mention that the work has been completed

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in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to BBJ against the contract concerned.

17. WORKING HOURS

The fabricator/ sub-contractor/ the successful bidder has to work for 24 hrs to achieve the target. Adequate staff, supervisors, and operators shall be provided by the fabricator/sub-contractor at his own cost. The fabricator/ sub-contractor/ the successful bidder will take care of all local, regional, and national level issues and environments for the workshop. In this regard compliance with Labour Laws is to be ensured.

18. WATCH & WARD

The successful bidder is responsible for the watch and ward of the materials. The price quoted by the successful bidder is inclusive of the watch and ward expenses and no extra claim will be entertained for the deployment of watch and ward or loss, damage of machinery/materials at the work shop. BBJ shall not be liable for the loss or damage of any of the fabricator/ sub-contractor/ the successful bidder's equipment, machinery and temporary works.

19. INSURANCE

- a) The successful bidder shall be responsible for making good to the satisfaction of BBJ any loss or damages to properties belonging to BBJ or being executed or being procured by RAILWAY if such loss or damages have occurred due to the successful bidder's work.
- b) The successful bidder at his own cost shall take out, maintain and arrange for the provisions of the following insurance in such terms and of such duration and of such limits as shall be accepted during the performance of his obligations under the contract within 30 days from the start of work, failing which no RA bill payment will be made to him.
- c) The successful bidder shall secure insurance for the Plant and machinery deployed under Construction Plant and Machinery Policy and submit a copy of the policy to BBJ/ RAILWAY before the commencement of the work.
- d) Group Personnel Accident Insurance covering the successful bidder's employees will be arranged by the successful bidder.
- e) Any such other insurance as may be required of the successful bidder by statutory bodies and local law in the area of its operation will be the responsibility of the successful bidder.

20. DEFECT LIABILITY PERIOD

The successful bidder shall fully guarantee all work as per the scope of this tender/ order perform strictly in accordance with the drawings, specifications etc. The work shall be free from all defects. Should any work is not performed as intended or proved defective **within a period of 06 (six) months from the date of completion of the entire job**, the work shall upon notification of deficiency/ defect be promptly rectified by the successful bidder to the satisfaction of RAILWAY and/or RDSO and/or any other Inspection Agency appointed by RAILWAY without any delay and at no extra cost to BBJ.

If the successful bidder fails to effect proper replacement within a reasonable time of receipt of BBJ's notification to this effect, BBJ shall be free to take such corrective action at the successful bidder's risk and cost.

21. EMPLOYEES COMPENSATION INSURANCE

The successful bidder shall submit proof of Employees Compensation Policy for all their workmen/ supervisors and any other person whom the successful bidder will deploy for our Project work before the commencement of the work.

Workmen's Compensation and Employer's Liability Insurance: WC Policy/ Insurance shall be effected for all the employees of the successful bidder. If any of the work is sublet, the successful bidder shall require their Sub-Contractor to provide workmen's compensation and employee's liability insurance for the latter's employees, if such employees are not covered under the Sub-Contractor's Insurance.

22. PROVIDENT FUND

The successful bidder will be required to cover all their workmen engaged by them under provident fund (P.F.) from the commencement of the work. The successful bidder will have to

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submit the challan of payment made towards P.F. for their labour and staff to BBJ's Accounts department every month failing which no RA bill payment will be made.

23. STATUTORY COMPLIANCE

The successful bidder shall ensure strict compliance with all applicable labour laws, codes (as becomes applicable) including Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Payment of Bonus Act, Contract Labour (Abolition & Regulation) Act, E.S.I. Act, P.F. Acts, Industrial Safety regulations, laws pertaining to use/storage of explosives for the work. The successful bidder shall submit to BBJ the required documents as proof.

24. DOCUMENTATIONS

The successful bidder is to maintain required documentation in registers as per RDSO standard B1- the latest revision pertaining to Fabrication Work to be carried out in his workshop in consultation with Engineer In-Charge.

25. ILP CHARGES

ILP Charges of bridge site workmen as per Mizoram state rule will be borne by the successful bidder.

26. CONFIDENTIALITY OF DOCUMENTS

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

27. SUBLETTING OF WORK

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

28. INSPECTION OF WORKS

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

29. ORGANIZATION CHART

The successful bidder will submit his organization Chart showing the name, designation and experience of the personnel.

30. SAFETY AND ENVIRONMENT AT SITE

- a) The successful bidder shall strictly abide by all safety standards, specifications, practices, rules and regulations in construction and also the instruction of our safety (EHS) Engineer. Any kind of unsafe action or unsafe method of work by the successful bidder's workmen, which may lead to injury to the successful bidder's workmen, will be viewed seriously and a penalty for the same will be levied on the successful bidder for such unsafe actions.
- b) The successful bidder will be responsible for the safety of their staff and employees of other agencies working in the successful bidder's area of operation.
- c) The successful bidder shall delegate the responsibility for the implementation of safety rules to one of the successful bidder's staff.
- d) All safety appliances required like safety helmets, safety belts, shoes, retro-reflective jackets and other Safety PPE, etc., shall be arranged by the successful bidder at the successful bidder's cost.
- e) In the event of non-availability of such safety gadgets at the required point of time, we may, at the sole discretion of the Site in charge, procure such gadgets and issue the same to the successful bidder on a chargeable basis on actual plus 20% overhead charges.

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- f) The successful bidder's authorized representative shall attend all safety meetings convened by the site safety (EHS) Engineer and abide by his instructions and follow the site safety practices without failure.
- g) Night working: Utmost care shall be taken during night operations with proper illuminations and safety.
- h) Necessary COVID-19 precautionary measures have to be complied with by the successful bidder.

31. GENERAL:

The Work Order shall be deemed to be effective only after the successful bidder

- Submits Performance Guarantee
- Submits Factory License
- Submits ESI, PF, Group Insurance Certificate and other statutory requirements.
- Submit proof for Insurance of Construction Plant & Machinery
- Sign the work order/ LOA

32. 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 successful bidder fails to complete the works within the time as specified in the contract for reasons not attributable to the successful bidder, BBJ may, if satisfied, allow the successful bidder 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 a 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 the 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.

33. TERMINATION OF CONTRACT

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

The 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 the all other local rules & regulations/ rules of local Govt. bodies should abide & complied by the successful Bidder and any consequence that 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.

34. RESOLUTION OF DISPUTES AND ARBITRATION

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

If a party is dissatisfied with the decisions/ recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by notice in writing to the Competent Authority of BBJ clearly 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.

35. 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

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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 supplier 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.

36. 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 RAILWAY for settlement of the rate of the extra item(s) of work. If 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 RAILWAY.

37. INDEMNITY

The successful bidder shall indemnify BBJ against all claim and losses to be suffered by BBJ for the reason of the successful bidder for their act or omission or for their nonperformance/ compliance of any contractual obligations in this regard.

38. 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 or 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 the 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.