

The Braithwaite Burn And Jessop Construction Company Limited
(A Govt. of India Enterprise)

eNIT/DGM(P-V)/FAB/ROB-NIRAKARPUR/69-2021

DATE: 30-Nov-2021

Registered Office: 27, Rajendra Nath Mukherjee Road,
Kolkata – 700 001, West Bengal.

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Email: info.bbjconst@bbjconst.com; Website: www.bbjconst.com;

e-TENDER NO.	eNIT/DGM(P-V)/FAB/ROB-NIRAKARPUR/69-2021	DATE	30-Nov-2021
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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	FABRICATION, METALIZING, PAINTING & TRANSPORTATION OF 1X54.0M SPAN BOW STRING GIRDER FOR ROB AT NIRAKARPUR STATION IN KHURDA ROAD DIVISION OF E. CO. RAILWAY.
02.	QUANTITY	AS PER THE BILL OF QUANTITY (BOQ)
03.	COMPLETION PERIOD	05 (FIVE) MONTHS FOR THE ENTIRE WORK FROM THE DATE OF LETTER OF AWARD (LOA) OR WORK ORDER, WHICHEVER IS EARLIER.
04.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS.2,000/- (RUPEES TWO 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/ UDYAM 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 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. COPY OF UAM CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.

		<p>FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST.</p> <p>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.</p>												
08.	MODE OF SUBMISSION OF e-TENDER	<p>ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).</p> <p>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.</p> <p>CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITE.</p>												
09.	DATE & TIME SCHEDULE:	<table border="1"> <tr> <td>DATE OF PUBLISHING NIT & TENDER DOCUMENTS</td> <td>30.11.2021</td> </tr> <tr> <td>DOCUMENT DOWNLOAD START DATE</td> <td>30.11.2021 AT 10:00 HRS.</td> </tr> <tr> <td>START DATE OF UPLOADING OF BID DOCUMENT</td> <td>23.12.2021 AT 10:00 HRS.</td> </tr> <tr> <td>END DATE FOR UPLOADING OF BID DOCUMENT</td> <td>29.12.2021 AT 15:00 HRS.</td> </tr> <tr> <td>DATE OF OPENING OF TECHNICAL BID</td> <td>30.12.2021 AT 15:00 HRS.</td> </tr> <tr> <td>DATE OF OPENING OF FINANCIAL BID</td> <td>TO BE NOTIFIED LATER</td> </tr> </table>	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	30.11.2021	DOCUMENT DOWNLOAD START DATE	30.11.2021 AT 10:00 HRS.	START DATE OF UPLOADING OF BID DOCUMENT	23.12.2021 AT 10:00 HRS.	END DATE FOR UPLOADING OF BID DOCUMENT	29.12.2021 AT 15:00 HRS.	DATE OF OPENING OF TECHNICAL BID	30.12.2021 AT 15:00 HRS.	DATE OF OPENING OF FINANCIAL BID	TO BE NOTIFIED LATER
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(A NEOGI)
DY. GENERAL MANAGER (P-V)

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, 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 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 Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure/app>). Hardcopy of the uploaded/ submitted bid (only 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. 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 words 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) **FEE 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 DGM(P-V) at BBJ's Head office in a sealed envelope, superscribing "TENDER NOTICE NO." & "FEE PART":

i) **Earnest Money Deposit (EMD) of ₹5,00,000/-** (Rupees five 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.

ii) **Cost of Tender (Non-refundable) of ₹2,000/-** (Rupees two thousand only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or schedule Bank drawn in favour of "The Braithwaite Burn And Jessop Construction Company Limited" payable at "Kolkata".

Bank Details for NEFT/ RTGS:

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.
Bank Name: STATE BANK OF INDIA
Branch: DALHOUSIE SQUARE (CALCUTTA)
Bank Address: 2, B.B.D. BAGH (EAST), KOLKATA – 700001 (W.B.)
Bank Account No.: 11175160292
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 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) As proof of the bidder's capability to submit a Bank Guarantee, **Bidder's Bankers' certificate in ORIGINAL** to be submitted with this part of the bid as mentioned in the Eligibility Criteria.
- iii) Proof of having RDSO approved workshop with validity at least up to 3 (three) months beyond completion period as per NIT.
- iv) Other documents in support of Eligibility Criteria of this tender.
- v) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates**.
- vi) Signed copy of **Provident Fund and Employees State Insurance (ESI) Registration Certificate**.
- vii) Company's audited Balance Sheet and Profit & Loss Account for last 3 (three) years ending as on 31st March 2021.
- vii) Downloaded Tender document (without quoting any price in Techno-commercial bid) duly signed with an official stamp on each page.

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 & acceptable to BBJ and subject to acceptance of the techno-commercial bids by the Principal Employer i.e. RAILWAY.

- 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.

6. **EXEMPTION FOR MICRO & SMALL ENTERPRISES: (validity of exemption certificate should be at least up to one month beyond the validity of the bid)**

- (a) MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of the declaration of UDYOG AADHAR MEMORANDUM/ UDYAM 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 Tender Document Fee
 - (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.

- 6.1 The following procedure is adopted for bidders of MSMEs registered with NSIC: The MSEs who intent to claim benefits under the MSME act, shall fulfil the following, otherwise, they run the risk of their bid being passed over as "INELIGIBLE" for the benefits applicable to MSEs and their bid will not be considered for evaluation.
 - 6.1.1 The items of Products/ Services mentioned under the NSIC certificate should be the same or similar to be tendered items (Schedule of Items of Tendered).
 - 6.1.2 The monetary limit stipulated in the NSIC certificate of MSEs should be equal or more than the value of work(s)/ supply(s)/ are "in hand (progress)" awarded under MSME benefits during the financial year plus the estimated cost of this tender for availing EMD exemption.
 - 6.1.3 If the monetary limit is less than the value of work(s)/ supply(s)/ are "in hand (progress)" awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain "Competency Certificate" from NSIC for participating in this tender as well as to avail MSME benefits. The completion certificate should be uploaded to the Pre-Qualification folder.
 - 6.1.4 During the bid evaluation, EMD exemption shall be granted to the NSIC/ MSEs registered firm. In case the NSIC/ MSEs registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected.
7. 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.
8. **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.**
9. The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A tenderer, whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/ Offer to BBJ. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers/bidders.
10. **CURRENCIES OF BID AND PAYMENT**
The tenderer shall submit his price bid/ offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
11. Firm price order: Price shall remain firm till completion of work as per order including modification thereof and no claim for variation in quantities, labour & materials prices etc will be entertained.
12. 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.
13. **VALIDITY OF TENDER**
90 (ninety) 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.

14. 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

Copy of General Arrangement Drawing are available at our Head Office and tenderers may visit our Head Office to see the same during working days & hours.

SECTION – II
SCOPE OF WORKS

SCOPE OF WORKS

1. NAME OF WORK:

Fabrication, Metalizing, Painting & Transportation of 1x54.0M span Bow String Girder for ROB at Nirakarpur Station in Khurda Road Division of E. Co. Railway.

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 of the following:

- a) BBJ shall deliver structural steel to the fabrication shop at free of cost (against BG of the successful bidder of equivalent value). Agency shall take delivery of steel from BBJ. The necessary paper shall be handed over to the agency by BBJ. Unloading and stacking are to be done by the agency at their cost.
- b) Preparation of WPSS/ WPQR based on drawings issued by BBJ and getting approval from RDSO and Railway.
- c) Arranging Welders' qualification tests and necessary testing associated with them & getting it approved by Railway and/or RDSO and/or any other authorised agency of Railway.
- d) Getting approval for brand and quality of consumables as per QAP from E. Co. RAILWAY and/or RDSO and/or any other authorised agency of E. Co. RAILWAY.
- e) Testing of all input items except raw steel materials will be the responsibility of the Agency. If the material fails to meet the approved specifications, it will be The Agency's responsibility to arrange for proper replacement.
- f) A clear demarcated area (Fabrication Shop) will be identified and production for this job will be done in that area.
- g) Arranging accommodation and conveyance for your workmen and staff.
- h) Arranging Power and Water required for the job.
- i) Making the necessary layouts, master plates, templates, jigs & fixtures to complete fabrication work by providing bushes, drifts etc. for drilling.
- j) All necessary drifts, nuts & service bolts for trial assembly.
- k) Necessary processing of raw materials including straightening & cleaning.
- l) Complete welding as per approved drawing and specification with marking for assembly.
- m) Testing of welded joints as per technical specification & QAP (latest editions) provided.
- n) Obtaining approval from E. Co. RAILWAY and/or RDSO and/or any other authorised agency of E. Co. RAILWAY for quality & workmanship of the material and fabricated structures will be the responsibility of the fabrication agency.
- o) Any testing equipment, if required, will be arranged by the bidder.
- p) Trial assembly & dismantling after clearance.
- q) Fabrication and Metalizing of components including sand/grit blasting and 3 coats of painting and getting them approved by RDSO/ E. Co. RAILWAY including their authorised agency.
- r) Loading the fabricated, metallised & painted components to trailer/truck with proper wooden platform/packing & tying arrangement for dispatch to site. A necessary trailer/ truck shall be arranged by the agency for transporting and delivery to the site.
- s) Making necessary arrangements at Fabrication Shop to ensure all safety and security of personnel/ agency authorised by BBJ/ E. Co. RAILWAY, Plant & Machineries, materials etc.
- t) Arranging necessary inspection & testing and getting the subject work approved by E. Co. RAILWAY/RDSO and/or their authorised agency.
- u) Only Steel, HSFG Bolts, if any, for permanent work and paint will be supplied by

BBJ. All Workshop structures, Labour, Plants & Machineries, handling equipment, welding consumables, cutting gases and other inputs, consumable etc. required for successful completion of the work will be supplied/ provided by fabrication agency/ fabricator/ sub-contractor.

- v) The bidder has to take care of any local, Regional, National level laws & orders issues at the workshop for smooth functioning.
- w) The rate should also include cutting of plates to flats, unequal angles to equal angles, reducing the length of the leg of angle/ flange of channels etc.

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. ELIGIBILITY CRITERIA

A. TECHNICAL CRITERIA:

- a. Firms must have experience of completion of single work of fabrication of **welded steel Truss/ Bow String girder of 30.0m or above span of Railways/ Government Agencies/ Listed Private Organizations executed under Railways. The firm should have experience of fabrication of girder components** which includes **welding by SAW machine** and under the strict quality procedure, during last 7 (seven) years ending last day of month previous to the one in which applications are invited. The executed work should have been inspected and cleared by RDSO/ E. Co. Railway/ any nominated Agencies and the value of such completed work by the bidder should be either of the following:

(i) **Three** completed works each costing not less than the amount equal to **Rs.0.478 Cr.**

Or

(ii) **Two** completed works each costing not less than the amount equal to **Rs.0.598 Cr.**

Or

(iii) **One** completed work costing not less than the amount equal to **Rs.0.956 Cr.**

- b. The fabrication of steel girders is to be carried out in the approved workshop of the vendor (Bidder) borne on the current Master list of approved vendors published by Quality Assurance – Civil Directorate of Research Design & Standards Organisation (RDSO), Lucknow-226001 for "STEEL BRIDGE GIRDERS" only.

(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)

Note: Successful completion certificate(s) of orders as per the above criteria to be submitted by the bidder.

B. FINANCIAL CRITERIA OF THE BIDDER:

- a. Average Annual financial turnover during the last 03 (three) financial years, ending 31st March of the previous financial year (i.e. 2018-19, 2019-20 & 2020-21), should be at least **₹0.359 crores or above.**

- b. Submission of audited balance sheets for the last 03 (three) financial years to demonstrate the current soundness of the Bidders financial position. As minimum criteria, Net Worth should be positive for at least two financial years out of the last 03 (three) financial years.
- c. As proof of bidder's capability to submit Bank Guarantee of requisite amount as per the NIT and order, Banker's certificate in ORIGINAL from all bankers of the bidder to be submitted with the techno-commercial bid mentioning/ indicating the sanctioned amount of bank guarantee limit of the bidder, limit utilised therein and free limit of bank guarantee available. Bankers' certificates should not be older than the NIT publication date Bank guarantee from the bidder only will be acceptable. No bank guarantee from a third party will be acceptable.
- d. 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 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)

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. Raw material, consumables, etc. should be strict as per relevant specification and as laid down in QAP and shall be used after approval of BBJ and/or E. CO. RAILWAY and/or their authorised agents.

4. **WORKMANSHIP:**

The workmanship for the fabrication operations, Testing, Material shifting etc 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 BBJ and/or E. CO. RAILWAY and/or their authorised agents. 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/ fabricator's cost.

5. **TESTING OF WELDING**

Type of testing & frequency of testing will be as per the latest version of approved QAP/ WPSS/ WPQR/ technical specification etc. The testing & inspection percentage (for example RT/UT percentage) can vary to any extent. BBJ and/or E. CO. RAILWAY decision will be final and binding to all the parties. In case, welding fails to meet the acceptance criteria of the testing, the Successful bidder will do the rework at his cost and risk.

6. **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.

7. **DURATION OF WORK**

Time is the essence of this contract. Duration of work is 05 (five) months and the date of commencement will be considered the date of issue of Letter of Award (LOA).

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 extension of completion schedule by BBJ from RAILWAY without L.D.

8. **UNIT PRICE**

The unit rate of the work will be per MT. Price shall be inclusive of material, 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 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.

9. **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.

10. **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.

11. **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.

12. **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). 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.**

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 with 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.

13. 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.

14. SUBMISSION OF BILLS AND PAYMENTS

A Tax Invoice based on monthly running account bill showing up to date, since previous and month in consideration work done quantities and values shall be submitted by the fabricator/ successful bidder monthly on or before the date 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 girder components.

- a) **50% (fifty per cent)** of the accepted rate will be released within 45 (forty-five) days after fabrication of bridge components in black condition, span-wise complete in all respect as per approved drawing/material list duly inspected by BBJ, E. CO. RAILWAY and RDSO and/or their authorised agents and after receipt of I.C. from RDSO and/or E. CO. RAILWAY and their authorized agency.
- b) **40% (forty per cent)** of the accepted rate will be released within 45 (forty-five) days after delivery of fabricated, metalized and painted bridge components complete in all respect span-wise at the site or it may be relaxed (only span wise delivery) at the discretion of the Engineer-in-Charge and after receipt of documents/ records as per the requirement of RDSO and E. CO. RAILWAY and their authorised representatives including Railway duly signed by authorised personnel of fabricator, BBJ and RDSO/ E. CO. RAILWAY/ Railway and their authorised representatives
- c) **5% (five per cent)** of the accepted rate will be released within 45 (forty-five) days after erection or six months after delivery at site whichever is earlier.
- d) **Balance 5% (five per cent)** of the accepted rate will be released within 45 (forty-five) days after submission and approval of reconciliation statement of raw steel and return of surplus steel and scraps to BBJ's ROB project site / Heavy Plant Yard at Kolkata or any other designated place.

However, the successful bidder must submit a part reconciliation statement after the completion of 50% of the scope of work.

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 short-fall of any material issued to him for the purpose of the work.

15. METHOD OF MEASUREMENT

Measurement of girder components will be done as per the material statement. The material statement will be prepared as per the actual shape and size of plates used in the girder components on the theoretical weight of the steel i.e. 7850 Kg/Cum. Weight of Sections, Structural Angles, Channels, Pipes etc. will be taken as per relevant IS code. No additional weight for weld etc. will be taken into account. The above weight will also be used for material reconciliation.

16. QUANTITY VARIATION

- a) There may be quantity variation during the actual execution of work.
b) If due to 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/BBJ.

17. 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 submit a bank guarantee of the requisite value of steel issued by any Nationalised or Schedule Bank within 20 (twenty) days of receipt of LOA and before the start of the lifting of steel materials whichever is earlier, otherwise, LOA shall stand cancelled and EMD amount will be forfeited. Steel beyond the initial BG will also be issued on submission of additional BG to the required value of steel.

Free issue steel shall be supplied by BBJ to the successful bidder's workshop. The fabricated bridge component will be delivered to the Road Overbridge Site with his own transportation by the successful bidder. However, the unloading shall be done by BBJ at the site.

Safekeeping of raw steel materials will be the fabricator'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:

- (i) **0.50% (zero decimal five-zero per cent)** weight of girder components as per actual shape & size of girder components as irrecoverable wastage and not to be returned.
(ii) Cutting of plates will be based on the cutting plan given by BBJ and maximum wastage allowed is up to **4% (four per cent)** 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.

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 and wastage to BBJ's designated place at the ROB project site.

The successful bidder shall be liable to return all surplus steel and scraps to BBJ in the form of scrap and off-cut and full-length steel within 2 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 or invoice value whichever is higher 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 Sq.M. will be considered as Scrap otherwise Offcuts.

Bidder should visit the Road Over Bridge Site at Nirakarpur Station of Khurda Road Division of East Coast Railway in Howrah – Chennai Main Line section before quoting the rate for the assessment of accessibility to bridge points for delivery of finished girder components.

18. PERFORMANCE GUARANTEE

- (a) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee (PG) for an amount equivalent to **3% (three per cent)** of the contract price/value of work order either by Bank Draft or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within **45 (forty-five) days** from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the PG is not submitted within 45 days.
- (b) Provided further that on specific request from the successful bidder, the said period of 45 (forty-five) days for submission of PG may be extended up to 75 (seventy-five) days from the date of issue of LOA at the sole discretion of the Competent Authority of BBJ. However, a penal interest of 15% (fifteen per cent) per annum shall be charged for the delay beyond 45 (forty-five) days, i.e. from the 46th day after the date of issue of LOA. In case the successful bidder fails to submit the PG even within the extended period, the aforesaid bid of the successful bidder shall be liable for rejection by the BBJ administration and the LOA shall stand withdrawn.
- (c) The P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the successful bidder shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) In case the successful bidder fails to submit the requisite Performance Guarantee (PG) within the stipulated period of 45 days or an extended period up to 75 days, as the case may be, from the date of issue of LOA, and his bid is consequentially cancelled and the LOA is withdrawn the defaulting successful bidder shall be debarred from participating in Re-Tender for that work and his EMD shall be forfeited.
- (e) The formal Work Order shall be issued/ contract agreement shall be executed within a reasonable time only after receipt of PG from the successful bidder. Till such time the work order is issued/ contract agreement is executed the successful

- bidder shall execute the work on the strength of LOA but no payment shall be made to the contractor without work order/ contract agreement. In the event, the bid is cancelled and LOA is withdrawn due to non-submission of PG, the successful bidder shall have no claim for the executed work if any as aforesaid.
- (f) The value of PG originally submitted by the successful bidder need not be changed for a variation of contract price/ work order value up to 25% (either increase or decrease). In case during the course of execution, the value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 3% (three per cent) for the excess value over the original contract value shall be deposited by the successful bidder.
- (g) The Performance Guarantee (PG) shall be released after the physical completion of the work plus after completion of 60 days thereafter based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after the expiry of the maintenance period/ defect liability period and after passing the final bill based on the 'No Claim Certificate' from the successful bidder.
- (h) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work. If the failed successful bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- (i) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract agreement) in any of the event that occurs:
- (i) Failure by the successful bidder to extend the validity of the Performance Guarantee as described hereinabove, in which event BBJ may claim the full amount of the Performance Guarantee.
- (ii) Failure by the successful bidder to pay BBJ any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the Agreement, within 30 days of the service of notice to this effect by BBJ.
- (iii) In the event of the Contract being rescinded under provisions of any of the clause/conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

19. 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 12 (twelve) 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 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 per cent)** of the Contract value and shall be recovered from the bill.
- (ii) The rate of recovery should be at the rate of **5% (five per cent)** 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 12 (twelve) months i.e. after the end of 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 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.

20. WORKING HOURS

The fabricator/ sub-contractor/ the successful bidder has to work for 24 hrs to achieve the target. Adequate staff, supervisors, 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, National level issues and environment for the workshop. In this regard compliance with Labour Laws is to be ensured.

21. WATCH & WARD

The fabricator/ sub-contractor/ 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 workshop. 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.

22. 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 their 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 the successful bidder.
- 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.

23. 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 12 (twelve) months from the date of receipt of the last consignment of the fabricated component at the site**, 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.

24. 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.

25. 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 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.

26. STATUTORY COMPLIANCE

The successful bidder shall ensure strict compliance with all applicable labour laws 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.

27. 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.

28. CONFIDENTIALITY OF DOCUMENTS

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

29. 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.

30. INSPECTION OF WORKS

BBJ/ RAILWAY's/ RDSO's representatives or Engineer-In-Charge will have full power and authority to inspect the works at 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.

31. ORGANIZATION CHART

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

32. 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 of 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.
- 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.

33. GENERAL: The Work Order shall be deemed to be effective only after the successful bidder

- Submits Performance Guarantee
- Submits bank guarantee of an equal amount of steel as per Work Order/ LOA from any Nationalised/ Scheduled Bank within India. In case of non-compliance LOA shall stand cancelled and EMD will be forfeited.
- 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

34. 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 successful bidder to complete the work for further extension of time without imposing LD.
- c) If the contractor 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 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.

35. 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.

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

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

All the statutory obligations including maintaining the all other local rules & regulations/ rules of local Govt. bodies should abide & complied by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within 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.

36. 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.

37. FORCE MAJEURE:

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

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

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

38. 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 the 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.

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

40. 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.