

The Braithwaite Burn And Jessop Construction Company Limited

(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

eNIT/FOB-ASANSOL/CIVIL/2157/3138/PKG-II/26-2023

Dated: 06-Nov-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/FOB-ASANSOL/CIVIL/2157/3138/ PKG-II/26-2023	Date:	06-Nov-2023
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NOTICE INVITING e-TENDER.

Sealed Tenders under a **two-bid system** (i.e., "Techno-Commercial & Price Part") are invited from eligible bidders for carrying out construction of Foot Over Bridge and other miscellaneous works as detailed in "**Scope of Work**" / "**BOQ**", hereunder:

01	NAME OF WORK	PROVISION OF 12M WIDE FOB (FOOT OVER BRIDGES) AND OTHER MISCELLANEOUS WORKS AT ANDAL, PANAGARH, KUMARDUBI AND OTHER STATIONS IDENTIFIED FOR THE DEVELOPMENT UNDER AMRIT BHARAT STATION SCHEME IN THE JURISDICTION OF GATI SHAKTI UNIT – ASANSOL
02	SCOPE OF WORK	AS PER NIT/ BOQ
03	COST PUT TO TENDER/ BASIC COST	RS. 5,38,23,106.00
04	COMPLETION PERIOD	12 (TWELVE) MONTHS FOR THE ENTIRE WORK FROM THE DATE OF LETTER OF ACCEPTANCE (LOA) OR WORK ORDER, WHICHEVER IS EARLIER. TIME OF COMPLETION WILL BE REDUCED SUITABLY IN CASE THE JOB IS DISTRIBUTED BETWEEN TWO OR MORE SUBCONTRACTORS
05	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS.5,000/- (RUPEES FIVE THOUSAND ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENTS WITHOUT THE TENDER FEE SHALL BE REJECTED. EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSE) FOR SUBMISSION OF "TENDER FEE" IS " NOT APPLICABLE " SINCE WORKS CONTRACT ARE EXCLUDED FROM THE PURVIEW OF PUBLIC PROCUREMENT POLICY FOR MSE ORDER, 2012 AND ITS LATEST AMENDMENT(S).
06	EARNEST MONEY	RS.10,00,000/- (RUPEES TEN 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. FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST.

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		<p>FOR SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFUL COMPLETION OF THE DEFECT LIABILITY PERIOD.</p> <p>EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSE) FOR SUBMISSION OF "EARNEST MONEY" IS "NOT APPLICABLE" SINCE WORKS CONTRACT ARE EXCLUDED FROM THE PURVIEW OF PUBLIC PROCUREMENT POLICY FOR MSE ORDER, 2012 AND ITS LATEST AMENDMENT(S).</p>	
07	MODE OF SUBMISSION	<p>ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).</p> <p>A HARD COPY OF THE UPLOADED BID (TECHNO-COMMERCIAL) SHALL HAVE TO BE SUBMITTED TO BBJ-HO BEFORE OPENING OF TECHNICAL BID.</p> <p>TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID.</p> <p>CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITE.</p>	
08	DATE & TIME SCHEDULE:	Date of Publishing NIT & Tender Documents	06-Nov-2023
		Document download Start Date	06-Nov-2023 - 10:00 HRS
		Start Date of uploading of bid document	14-Nov-2023 - 10:00 HRS
		End Date for uploading of bid document	20-Nov-2023 - 15:00 HRS
		Date of opening of Technical Bid	21-Nov-2023 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(अनिमेष नियोगी/ Animesh Neogi)

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

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INSTRUCTION TO BIDDERS

1. **REGISTRATION OF CONTRACTOR**

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

2. **DIGITAL SIGNATURE CERTIFICATE (DSC)**

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

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

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

4. **LANGUAGE**

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

5. **SUBMISSION OF BID**

- a) All the pages of the Tender document are to be signed with Company's seal by the bidders. The rates in the appropriate space in the **BILL OF QUANTITY** of the tender should be properly filled.
- b) The Tender shall be signed by the person legally authorized to enter into a commitment on behalf of the tenderer. Tenders are to be submitted in two parts as per following:
- c) Scanned copy of the EMD, Cost of Tender and other documents, as stated below, are to be uploaded in CPP's portal and a hard copy of the same to be sent addressed to GM(P&P) at BBJ's Head office in a sealed envelope, super scribing "TENDER NOTICE NO." & "FEE PART":
 - i) **Earnest Money Deposit (EMD) of Rs.10,00,000/-** (Rupees ten lakh only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank draw in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In the case of a successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the entire job, without any interest.
 - ii) **Cost of Tender (Non-Refundable) of Rs.5,000/-** (Rupees five thousand only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata".

Bank Details for NEFT/ RTGS:

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

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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 GM(P&P) at BBJ's Head office in a sealed envelope, super scribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL PART:

- i) Signed copies of documents as per Eligibility Criteria.
- ii) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates.**
- iii) Signed copy of **Provident Fund & Employees State Insurance (ESI) Registration Certificate.**
- iv) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) financial years ending as on 31st March 2023.
- v) Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page.
- vi) Any Bidder falling under Micro and Small Enterprises (MSEs) category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer:

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

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

e) PRICE PART:

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

f) The above 'TECHNO-COMMERCIAL PART' shall have to be forwarded to GM(P&P) at BBJ's Head office.

6. INTEGRITY PACT:

The Bidder/ Contractor is required to enter into an Integrity Pact with BBJ, in the Format at Annexure-I. The Integrity Pact enclosed at Annexure-I will be signed by BBJ for and on behalf of Employer as its Agent / Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.

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

<p>Shri S. Srinivasan IAS (Retd.) Flat No. D 5 - 107, Block No. 5, V Floor, Kendriya Vihar, B.B. Road (Bangalore - Bellary Road), Yelahanka, Bangaluru – 64. Karnataka Email: s.srinivasan1980@gmail.com</p>	<p>Dr. M. N. Krishnamurthy, IPS DGP (Retd.) 910, 3rd Cross 9th Main, HRBR Layout, Kalyan Nagar, 1st Block. Bangaluru-560043. Karnataka Email: krishnamurthymn19@gmail.com</p>
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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. **Works Contract are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.**
9. **No deviation to the tender conditions shall be accepted. Conditional tenders shall be rejected, and no additional clause shall be entertained. All rights reserved upon BBJ in this regard.**
10. The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A tenderer, whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/ Offer to BBJ.
11. **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, taxes, fees and other levies except GST payable by the successful bidder under the contract or any other cause shall be included in the quoted prices.
14. **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.
15. **ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**
Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e., a document appearing earlier shall override the document appearing subsequently:
 - 1) Work order
 - 2) Letter of Award (LOA)
 - 3) Schedule of Items, Rates & Quantities
 - 4) Special Conditions of the Contract (SCC)
 - 5) Technical Specifications (TS)
 - 6) Scope of Work (SOW)
 - 7) Drawings
 - 8) Relevant Codes & Standards
 - 9) Notice Inviting Tender
 - 10) Instructions to the Bidders (IB)
 - 11) General Conditions of Contract
 - 12) Any other documents forming part of the Contract.
16. **Bidder should submit the documents in Hard Copy on or before as stipulated in "DATE & TIME SCHEDULE" to the address as mentioned above.**

SCOPE OF WORKS

NAME OF WORK: Provision of 12m wide FOB (Foot Over Bridges) and other miscellaneous works at **Andal, Panagarh, Kumardubi** and other stations identified for the development under Amrit Bharat Station scheme in the jurisdiction of Gati Shakti Unit – Asansol

1. JOB CONTENT/SCOPE OF WORK: (IN GENERAL, BUT MAY NOT BE LIMITED TO):

The job to be carried out in accordance with the BOQ and as advised by the site-in-charge and also consists of the followings:

- a) Survey work
- b) Driving (either Manual or Mechanical hammers) Z- section of M.S. Sheet piles
- c) Earth work in excavation / Earthwork in cutting (Classified) in formation.
- d) Dewatering of natural or accumulated water from any location
- e) Supplying and driving of hard wood wooden piles of Eucalyptus or similar types
- f) Supplying and filling sand in plinth
- g) Providing and removing barricading with the help of portable fencing
- h) Dismantling of damaged/ collapsed, corroded, perforated members like main angles of trestle, diagonal angles, bracing angles, Tees, flats, channels, main girder angles, gussets, bottom main angles etc.
- i) Demolishing R.C.C. work including cutting and stacking of steel, Demolishing brick work.
- j) Loading/Unloading ballast, kankar, brickbats, stone- chips, shingle, stone boulders.
- k) Providing and laying Cement Concrete (1:2:4 & 1:1.5:3), up to plinth
- l) Providing and laying in position M 20 Grade concrete for reinforced concrete structural- above plinth level up to floor two level
- m) Providing and laying in position machine mixed, machine vibrated and machine batched Design Mix Cement Concrete M35 grade (Cast - in Situ)
- n) Centering and shuttering including strutting, propping etc.
- o) Supply and using cement at worksite: OPC 43 grade & OPC 53 grade.
- p) Supplying Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position, and binding all complete
- q) Brick work with non-modular (FPS) bricks of class designation 7.5 in foundation and plinth in & 12 mm thick cement plaster
- r) Providing and fixing 18-20 mm thick machine cut granite stone slab of approved colour for flooring laid on 20mm thick 1:3 cement sand mortar and joined with epoxy pigments to match the colour of stones.
- s) Finishing walls with Deluxe Multi surface paint system for interiors and exteriors

TECHNICAL SPECIFICATION

GENERAL TECHNICAL SPECIFICATIOIS FOR CIVIL WORKS

Entire work shall be carried out in accordance with the specifications contained in Tender Schedule, USSOR-2011 and IRUSS-2019 subject to modification, addition, supersession by the special specifications contained in this tender document.

Any specifications not covered by this tender document shall be in accordance with relevant IRS codes, BIS codes and or IRC codes read in the order as they appear here.

Materials to be supplied by the Contractor for the work shall conform to specifications contained in the Tender Schedule, USSOR-2011 and IRUSS-2019. If called upon, the Contractor shall state the actual source of supply of materials to be supplied by him and shall submit samples for prior approval. During execution of the work, all materials brought to the site by the Contractor must be offered for inspection and passing by the Engineer or his representative before being used in the work and such approval shall be recorded in a register maintained for the purpose.

1. **EARTH WORK**

The work shall be done in accordance with the IRUSS-2019 and latest Central Public Works Department (C.P.W.D.) Specifications - Vol. I & Vol. II or as specified unless otherwise provided in the item detail / agreement.

2. **FORMWORK**

Form work shall conform to relevant specifications. For foundation concrete work, side form work shall be used. Reinforcement shall be laid as shown on the drawing. Form work for top of the foundation concrete shall also be provided, if its top has slopes steeper than 1 (vertical) to 3 (horizontal). When concrete is laid in slope without top form work, the slump of the concrete shall be maintained so as to ensure that compaction is possible without slippage of freshly placed concrete down the slope. In certain cases, it may be necessary to build the top form work progressively as the concreting proceeds up the slope.

3. **CONCRETE WORK**

The work shall be done in accordance with the specifications contained in Tender Schedule, USSOR-2011 and IRUSS-2019 subject to modification, addition, supersession by the special specifications contained in this tender document.

Providing concrete and steel reinforcement shall conform to relevant sections of Chapters of Concrete work & RCC of specification. The minimum grade of concrete shall be M 20 unless otherwise specified or directed. The concrete surface shall be finished smooth with a trowel. The location of construction joint and its treatment shall be done as per railway specification. Form work shall be removed not earlier than 24 hours after placing of concrete. Where form work has been provided for top surface, the same shall be removed as soon as concrete has hardened. Curing of concrete shall be carried out by wetting of form work before removal. After its removal, curing shall be done by laying not less than 10cm of loose moistened sand, free from clod or gravel and shall be kept continuously moist for a period of 7 days. Sides will be kept wet for the same period by spraying water or covering them with wet gunny bag etc.

4. **BACKFILLING**

Before the back filling around the foundation and structure is commenced, loose sand laid on foundation shall be removed and dispersed as directed by the Engineer. All spaces excavated and not occupied by the foundation or other permanent works shall be refilled with earth upto surface of surrounding ground in 150mm layers wetted and compacted by rammers, light rollers and as directed by Engineer. In case of excavation in rock, the annular space around foundation shall be filled with M 15 concrete or as specified up to the top of rock. Protection works, where provided, shall be completed before the floods so that the foundation does not get undermined.

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5. **CEMENT**

Cement for the entire work shall be supplied/used by the Contractor under relevant Schedule conforming to IRS/BIS Specifications

- (i) Cement supplied and used for work as specified under relevant schedule, shall conform to relevant BIS code/specifications.
- (ii) Cement produced by a reputable manufacturer approved by the Engineer – In – Charge shall be supplied by the Contractor and used for construction.
- (iii) The decision of the Engineer regarding reputed firms shall be final and binding on the contractor.
- (iv) **Cement within 3 (Three) months from the date of manufacture shall only be used for the work.**
- (v) The cost of the cement procured by the Contractor should be paid only after consumption towards the different item of works of schedules.

6. **ADMIXTURE/ PLASTICIZER**

Use of admixtures such as super plasticizers for concrete may be made with the approval of the Engineer. As the selection of an appropriate concrete admixture is an integral part of the mix design, the manufacturers shall recommend the use of any one of his products only after obtaining complete knowledge of all the actual constituents of concrete as well as methodologies of manufacture, transportation and compaction of concrete proposed to be used in the project.

Manufacturer should provide satisfactory evidence that such admixtures do not have adverse effect the properties of concrete or mortar particularly with respect to strength, volume change, durability and has no deleterious effect on the reinforcement. Admixtures used should conform to provisions of IS: 9103.

Calcium chloride or admixtures containing calcium chloride shall not be used in structural concrete containing reinforcement, pre stressing tendon or other embedded metal. Also, admixtures containing Cl and SO₃ ions or nitrates shall not be used. Admixtures based on thiocyanate can promote corrosion and hence are prohibited.

7. **REINFORCEMENT & STRUCTURAL STEEL**

All reinforcement steel (TMT Bars) and Structural Steel shall be procured as per specifications mentioned in BIS's documents- IS:1786 and IS:2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to the specifications.

This steel shall be procured only from those firms, which are established, reliable, indigenous and primary producers of steel, having integrated steel plants (ISP), and using iron core as the basic raw material and having in-house iron rolling facilities, followed by production of liquid steel and crude steel, as per Ministry of Steel's guidelines.

However, only certain isolated sections of structural steel, not being rolled out by ISPs, can be procured from the authorized re-rollers of ISPs or authorized licensee of BIS having traceability system and who use billets produced by ISPs. Traceability shall be ensured by an officer specially authorized by the concerned SAG officer of the Zonal Railway on a case-to-case basis for this purpose.

All reinforcement steel (TMT Bar) and structural steel as per IS:1786 and IS:2062 with latest amendment should be procured from the primary producers of steel i.e.

- SAIL
- TISCO
- RINL

Any other Primary Steel Producer having Integrated Steel Plant (ISP) and using iron ore as the basic raw material and having in-house iron rolling facilities, followed by production of steel through the process of DRI-EAF, BF-BOF and Corex-BOF only.

The Contractor shall produce the certificate issued by plant manufacturer/Plant consultant (with documentary

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proof of process) establishing process being used at plant is either of DRI-EAF, BF-BOF and Corex-BOF route only, for manufacturing TMT reinforcement bar using iron ore as basic raw materials.

8. **R.C.C. WORK (DESIGN MIX CONCRETE)**

The work shall be done in accordance with IRUSS-2019 and latest Central Public Works Department (C.P.W.D.) Specifications – Vol. I & Vol. II or as specified unless otherwise provided in the item detail / agreement.

- a) The RCC work shall be done with Design Mix Concrete. The Design Mix Concrete will be designated based on the principles given in IS: 456, 10262 & SP 23. The conditions & specifications stated herein shall have precedence over all conditions & specifications stated in relevant I.S. Codes / C.P.W.D. Specifications. The concrete mix shall be designed for the specified target mean compressive strength in order to ensure that work test results do not fall below the acceptance criteria specified for the concrete mix. The Contractor shall design mixes for each class of concrete indicating that the concrete ingredients and proportions meeting requirements specified. The mix shall be designed with quantities of admixture / plasticizer proposed to achieve required workability & strength.
- b) The sources of coarse aggregate, fine aggregate, water, admixture & cement to be used in concrete work shall be identified by the Contractor & he will satisfy himself regarding their conforming to the relevant specification & their availability before getting the same approved by the Engineer-In-Charge.
- c) The Contractor shall engage one of the following approved laboratories / test houses for designing the concrete mix in accordance with relevant IS Code and to conduct laboratory tests to ensure the target strength & workability criteria for a given grade of concrete.
 - Any Government Engineering College.
 - NIT/IITs.

The various ingredients for mix design / laboratory tests shall be sent to the lab / test houses through the Engineer-in-charge and the samples of such aggregates sent shall be preserved at site by the employer.

In the event if all the laboratories are unable to carry out the requisite design / testing, the Contractor may have it done from any other laboratory with prior approval of the Engineer-In-Charge.

- d) The Contractor shall submit the report on design mix from any of above approved laboratories for approval of Engineer-In-Charge within 30 days from the date of issue of letter of acceptance of the tender. No concreting shall be done until the design mix is approved.
- e) In case of change of source or characteristic properties of the ingredients used in the concrete mix during the work, a revised laboratory mix design report conducted at laboratory established at site shall be submitted by the Contractor as per the direction of the Engineer-in-charge.
- f) All costs of mix designing and testing connected there with including charges payable to the laboratory shall be borne by the Contractor including redesigning of the concrete mix wherever required & directed by Engineer-In-Charge.

9. **EQUIPMENT**

Unless specified otherwise, equipment for production, transportation and compaction of concrete shall be as per railway specification IRUSS-2019

10. **SAMPLING AND TESTING**

- a) Concrete for making 3 test cubes shall be taken from a batch of concrete at point of delivery into construction, according to procedure laid down in IS:1199.
- b) A random sampling procedure to ensure that each of the concrete batches forming the lot under acceptance inspection has equal chance of being chosen for taking cubes shall be adopted.

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- c) 150mm cubes shall be made, cured, and tested at the age of 28 days for compressive strength in accordance with IS:516. The 28-day test strength result for each cube shall form an item of the sample.

11. TESTS AND STANDARDS OF ACCEPTANCE

Three test specimens shall be made from each sample for testing at 28 days. Additional cubes may be required for various purposes such as to determine the strength of concrete at 7 days or for any other purpose. The test strength of the sample shall be as per IS 456.

12. FREQUENCY OF SAMPLING:

The minimum frequency of sampling of concrete of each grade shall be in accordance with the following:

QUANTITY OF CONCRETE IN THE WORK, CUBIC METRE PER DAY.	NUMBER OF SAMPLES
1-5	1
6-15	2
16-30	3
31-50	4
51 & above	4 Plus one additional sample for each additional 50 cubic meter or part thereof.

NOTE: At least one sample shall be taken from each shift.

13. BRICK WORK

The brick work shall be carried out with good quality well burnt FPS bricks of 75 designation as per IRUSS-2019 and latest Central Public Works Department (C.P.W.D.) Specifications - Vol.I & Vol. II or as specified. The rate shall also include for leaving chases / notches for dowels/ cramps for all kinds of cladding to come over brickwork.

14. FLOORING

- All work in general shall be carried out as per IRUSS-2019 and latest Central Public Works Department (C.P.W.D.) Specifications - Vol. I & Vol. II or as specified. The rate shall also include for leaving chases / notches for dowels / cramps for all kinds of cladding to come over brick work.
- Whenever flooring is to be done in patterns tiles /stone, the Contractor shall get samples of each pattern laid and approved by the Engineer-in-charge before final laying of such flooring for which nothing extra shall be paid.
- Different stones / tiles used in pattern flooring shall be measured separately as defined in the nomenclature of the item and nothing extra for laying pattern flooring shall be paid over and above the quoted rate. No additional wastage, if any, shall be accounted for any extra payment.
- The proper gradient shall be given to flooring as per the drawing directions of Engineer-in-charge.

15. FINISHINGWORK

All work in general shall be carried out as per IRUSS-2019 and latest Central Public Works Department (C.P.W.D.) Specifications - Vol. I & Vol. II or as specified.

All paints/distemper including plastic paint to be used shall only be those manufactured by one of the following firms or any other approved brand and of colour and shade approved before hand by the Engineer. These materials shall be brought in sealed drums and each such drum shall be opened in the presence of the Engineer before use.

- Asian Paints.
- Berger Paints.
- Shalimar Paints.
- Dulux
- Nerolac

The Braithwaite Burn And Jessop Construction Company Limited

(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

eNIT/FOB-ASANSOL/CIVIL/2157/3138/PKG-II/26-2023

Dated: 06-Nov-2023

SPECIAL CONDITION OF CONTRACT

1. **DEFINITIONS AND INTERPRETATION**

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

- a) **"BBJ"** shall mean The Braithwaite Burn & 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**

Supporting documents to be submitted in the Techno-Commerical part of the tender.

A. **Technical Criteria:**

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

- (i) **Three** similar works each costing not less than the amount equal to **30%** (thirty percent) of advertised value of tender
Or
- (ii) **Two** similar works each costing not less than the amount equal to **40%** (forty percent) of advertised value of tender
Or
- (iii) **One** similar work costing not less than the amount equal to **60%** (sixty percent) of advertised value of tender

Note:

- (i) **"Similar work"** shall mean successfully completed/ substantially completed in any type of Bridge/ FOB work involving Earthwork, PCC, RCC work etc.
- (ii) Completion certificate/ Substantial Completion Certificate from the Client/ End User etc. needs to be submitted.

B. **Financial Criteria:**

- a. Average Annual financial turnover for the last **03 (three) financial years**, ending 31st March of the previous financial year, should be at least **30%** (thirty percent) of the advertised value of the tender.
- b. Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

C. Other documents as mentioned on Para 5(d) of the Instruction to Bidders - Submission of Bid: Techno-Commerical Part is to be submitted.

3. **COMPLETION PERIOD**

The date of commencement shall reckon from the date of LOA/ Order and entire work for the FOBs to be completed as per the following:

- a) The substructure work for the entire package to be completed in all respects within **07 (seven) months** from the date of LOA/ Order, whichever is earlier.
- b) The entire work has to be completed in all respects within **12 (twelve) months** from the date of LOA/ Order, whichever is earlier.

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4. **EXTENSION OF COMPLETION PERIOD:**

If there is a delay for reasons not attributable to the successful bidder, BBJ, upon receipt of a written request from the successful bidder may extend the Milestone/ Completion time as suitable and fit reasonably to BBJ. No extra claim (including escalation) of the bidder will be entertained in such cases of time extension being granted.

5. **WORKMANSHIP:**

The workmanship for the job shall be closely monitored by the Agency's supervisory staff as per the specification and as directed by the Engineer/ Engineer In-Charge of BBJ/Railway and/or any other authorized agency of Railway. Any work done by the successful bidder is found unsatisfactory or a major mismatch is observed at the site that should be rectified/ redone as per the instructions, immediately after notifying the successful bidder. If the successful bidder fails to do so and the same is done by BBJ then BBJ will also recover the same amount from any due payment of the successful bidder.

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

6. **QUANTITY OF WORK TO EXECUTE**

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

7. **RATE**

The bidder must submit their offer strictly as per the Bill of Quantities. The bidder must quote the Basic Rate including all other taxes & duties (excluding GST) for the items mentioned in BOQ. The price must be firm during the tenure of this contract.

Note:

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.

8. **VALIDITY**

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

9. **TERMS OF PAYMENT:**

- (a) The successful bidder shall prepare and submit R.A. Bills for work done in a particular month will be submitted monthly along with other relevant documents to Site In-Charge/BBJ.
- (b) All the bills as mentioned above are to be submitted at the site and the payments will be made from BBJ's Registered office at Kolkata.
- (c) Measurement for payment will be as per actual work done and certified by Railway/ Site In-Charge/BBJ.
- (d) **75% (seventy five percent)** of the gross RA Bill amount will be released on an "**on account basis**" within 15 (fifteen) days from the submission of the RA bill by the successful bidder and certification thereof by the Site In-Charge/BBJ. **Balance 25% (twenty five percent)** will be released within 45 (forty five) days from the submission of the RA bill after detailed scrutiny.
- (e) Statutory Deductions towards taxes & duties shall be made at source as per rules during the release of payment.
- (f) Final Bill: The bidder shall submit the final bill along with the copy of handing over the certificate. Payment against the final bill will be made to the bidder within 45 (forty-five) days after submission of a clear invoice duly certified by the Site In-Charge/BBJ along with the handing-over & taking-over certificate.

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10. TAXES & DUTIES

The successful bidder shall be exclusively responsible for payment of all Taxes, Royalties etc. (**including Goods and Service Tax**) that may be levied from time to time according to the Laws & regulations now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by 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)

- i) The successful bidder shall be liable to pay all applicable taxes [**including Goods and Service Tax (GST)**] or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, as applicable, separately in the bill/ invoice/ debit/ credit notes. Successful bidder shall quote their GST Identification No. (GSTIN) in all its bills/invoices/ debit/credit notes.
- ii) The successful bidder has to provide a proper invoice/ debit/ credit notes bearing QR Code wherever applicable in the form and manner prescribed under rules of the GST Act/ rules containing all the particulars mentioned therein. In the event the successful bidder fails to provide the invoice/debit/credit notes in the form and manner prescribed under GST, then in the event of such non-compliance of the GST Act/Rules, the successful bidder shall be liable to indemnify for any losses to the Company.
- iii) The successful bidder shall raise their tax invoice in the regular interval as per contract 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 Bidder's bill.
- iv) The successful bidder shall upload/ submit/ report all supply invoices/ debit/ credit notes details in the form of prescribed statements/returns on the GSTN portal on or before the prescribed due dates date as per GST act/rules. The successful bidder shall pay the balance payable GST amount against supplies made to the Company on a monthly basis within due date from the appointed date regularly. Successful bidder shall reconcile the differences/ mismatches in submissions on GSTN portal if any before submission of their final monthly return.
- v) The successful bidder shall issue a credit note or debit note (if any) with reference to an original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from the Company and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. Successful bidder shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Company promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest etc. arises due to non-compliance by the successful bidder, the same shall be reimbursed by the successful bidder to the Company. In case the successful bidder disqualifies in any of the above, please note that the input tax credit (GST) shall not be available to the Company and the Company has right to hold the GST amount without any intimation until the matter get resolved and credit is available to the Company.
- vi) In the event where the input tax credit of the GST charged by the successful bidder is denied by the tax authorities to the Company, the Company shall be entitled to recover such amount from the successful bidder by way of adjustment from the next tax invoice/debit note. In addition to the amount of GST, the Company shall also be entitled to recover from the successful bidder interest along with applicable penalty imposed on the Company under GST laws. It is further agreed that in case the successful bidder fails to charge GST, if applicable, on the services/activities forming part of this agreement, at the time of raising invoices; the Company shall not be liable or responsible for reimbursing such tax, at any later date.
- vii) The Company reserves the right to change the aforesaid GST/ Tax terms and conditions as notified from time to time by Government of India or respective State Governments. It is further clarified that all payments under this agreement shall be subject to withholding taxes, if applicable.
- viii) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e., SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.

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12. NEW LEVIES/ TAXES

In case Government imposes any new levy/tax or modifies rate of existing taxes including GST after awarding of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax applies to this contract.

13. PERFORMANCE GUARANTEE

- i) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to **5% (five percent)** of the contract price/ value of work order either by Bank Draft/ NEFT/ RTGS or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank of India in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the Performance Guarantee is not submitted within 21 days.
- ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus with 06 months claim period. In case, the time for completion of work gets extended, the successful bidder shall get the validity of Performance Guarantee extended to cover such extended time for completion of work with 06 months claim period.
- iii) In case the successful bidder fails to submit the requisite Performance Guarantee within the stipulated period as mentioned in the above paragraphs, the bid may consequentially be cancelled by BBJ, and the LOA shall stand withdrawn. The defaulting successful bidder shall be debarred from participating in Re-Tender for that work and his EMD/ SD/ PG/RA Bills shall be encashed/ invoked/ forfeited. In this regard, the decision of the Competent Authority of BBJ shall be final.
- iv) The formal Order shall be issued/ contract agreement (if any) shall be executed within a reasonable time only after receipt of Performance Guarantee from successful bidder. Till such time the order is issued/contract agreement (if any) is executed the successful bidder shall execute the work on the strength of LOA, but no payment shall be made to the successful bidder without order/ contract agreement. In the event the bid is cancelled by BBJ, and LOA is withdrawn accordingly due to non-submission of Performance Guarantee, the successful bidder shall have no right to claim on the executed work if any as aforesaid or any other claim whatsoever.
- v) The value of Performance Guarantee originally submitted by the successful bidder need not be changed for a variation of contract price/ order value up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 5% (five percent) as applicable for the excess value over the original contract value shall be deposited by the successful bidder within 21 days from the date of receipt of intimation from BBJ.
- vi) The Performance Guarantee shall be released after physical completion of the work plus after completion of 60 days thereafter based on 'Completion Certificate' issued by BBJ stating that the successful bidder has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period/ defect liability period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.
- vii) Whenever the contract is rescinded by BBJ due to failure of the successful bidder, the EMD/ Security Deposit of the successful bidder shall be forfeited, and their Performance Guarantee shall also be encashed. The balance work shall be got done independently without risk & cost of the failed successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work. If the failed successful bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- viii) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the LOA/ Contract (notwithstanding and/or without prejudice to any other provisions in the LOA/ Contract Agreement) in the event of:
 - (a) Failure by the successful bidder to extend the validity of the Performance Guarantee as described herein above, in that event BBJ may claim the full amount of the Performance Guarantee from the successful bidder.

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eNIT/FOB-ASANSOL/CIVIL/2157/3138/PKG-II/26-2023

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- (b) Failure by the successful bidder to pay BBJ any amount due, either as agreed by them or determined under any of the Clauses/ Conditions of the LOA/ Order/ Contract Agreement, within 30 days of the service of notice to this effect by BBJ.
- (c) In the event of the LOA/ Contract being rescinded by BBJ under provisions of any of the clause/ condition of the LOA/ Order/ Contract Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

14. SECURITY DEPOSIT:

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5% (five percent)** of the Total Contract Value shall be deducted and should be kept valid till completion of the entire contract period plus 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 bidder along with the tender will be retained by the BBJ as part of the Security Deposit. The balance amount to make up with the total amount of the Security Deposit may be deposited by the Successful bidder in the form of a Demand Draft/ Pay Order or may be recovered by percentage deduction from the 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 R/A bill.
- (ii) The rate of recovery should be at the rate of **10% (ten percent)** of the gross R/A bill amount till the full security deposit is recovered.
- (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 successful completion of entire Order plus 12 (twelve) months i.e., after the end of Defect Liability Period and after the following:

- a. After passing the final bill based on the "No Claim Certificate" with the approval of the Competent Authority.
- b. Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned 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.

15. QUANTITY VARIATION

- a) There may be quantity variation as approved by BBJ/Railway during the actual execution of work.
- b) The accepted variation in the quantity of each individual location and item of the contract would be up to **25%** (twenty-five percent) of the quantity originally contracted.
- c) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in the quantity of the individual item of works.

16. SUPERVISION & LABOUR:

The bidder will be responsible for providing labour of adequate skill and supervisory staff for the timely execution of work.

17. 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 workshop. BBJ shall not be liable for the loss or damage of any of the successful bidder's equipment, machinery and temporary works.

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eNIT/FOB-ASANSOL/CIVIL/2157/3138/PKG-II/26-2023

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18. 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 be not performed as intended or proved defective within **12 (twelve) months from the date of completion of Works**, the work shall upon notification of deficiency/ defect be promptly rectified by the Successful bidder to the satisfaction of BBJ and/or Railway 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 on the successful bidder.

19. 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 affected 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.

20. 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.

21. STATUTORY COMPLIANCE

The successful bidder shall ensure strict compliance with all relevant labour laws, 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. Labour Codes (as per the status of their applicability) shall be entered.

22. CONFIDENTIALITY OF DOCUMENTS

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

23. 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 directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

24. INSPECTION OF WORKS

Inspection & testing of work executed by the sub-contractor will be done by BBJ and/or Railway and/or their authorised representative and the sub-contractor is required to get the work passed through BBJ and/or Railway and/or their authorised representative.

25. SAFETY AND ENVIRONMENT AT SITE/SHOP

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.

The Braithwaite Burn And Jessop Construction Company Limited

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eNIT/FOB-ASANSOL/CIVIL/2157/3138/PKG-II/26-2023

Dated: 06-Nov-2023

- 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) Any other safety arrangement is recommended to be followed as per instruction of Railway.
- i) Further, the successful bidder should ensure compliance with COVID-19 protocols as applicable.

26. LIQUIDATED DAMAGES

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

27. INDEMNITY

Bidder shall indemnify BBJ against all claims in respect of their contractual obligations in the event of non-compliance of statutory rules/ obligations/ laws/ taxes & duties etc.

28. 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 affect any other payment to the present successful bidder for any ground whatsoever.

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

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

The Braithwaite Burn And Jessop Construction Company Limited

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

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

29. RESOLUTION OF DISPUTES AND ARBITRATION

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

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

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

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

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

30. 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

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(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

eNIT/FOB-ASANSOL/CIVIL/2157/3138/PKG-II/26-2023

Dated: 06-Nov-2023

such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract.

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

31. 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.

32. IMPORTANT NOTES:

BBJ reserves the right to:

- i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- ii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- iv) May ask for further qualification during techno commercial scrutiny of bids received.
- v) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- vi) 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.
- vii) 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.
- viii) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.

(अनिमेष नियोगी/ Animesh Neogi)

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