दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

ATC No.: ATC/D-3578-3580/HBS/2162/WAT-2/G-57-2026 Date: November 4, 2026

27, RAJENDRANATH MUKHERJEE ROAD,
KOLKATA - 700 001 (WEST BENGAL)
PHONE NO. (033) 2248 5841-42; FAX: (033) 2210 3961
E-MAIL: info.bbjconst@bbjconst.com **/** bbjtenders@bbjconst.com

ATC No.	**ATC/D-3578-3580/HBS/2162/ WAT-2/G-57-2026**	**DATE**	**04/11/2026**

ई-निविदा आमंत्रित करना
NOTICE INVITING e-TENDER

e-Bid Tenders under a two-bid system (i.e., "Techno-Commercial Bid" and "Price Bid") are invited from eligible bidders for the manufacture & supply of H-Beam Sleepers, as per the technical specifications, Scope of Work, and Bill of Quantities (BOQ) detailed in the tender document and as specified hereunder.

01.	**NAME OF THE WORK**	**Manufacture, Inspection, Supply and Delivery of Galvanized Steel H-Beam Sleepers**, complete with all requisite fittings, fixtures and fastenings, including galvanized MS pad plates, galvanized bolts, nuts and washers, conforming to RDSO Drawing Nos. RDSO/B-1636/4/R, RDSO/B-1636/5R1, RDSO/B-1636/12 and RDSO/B-1636/12/1R1 (with latest alterations), together with all drawings and specifications referred to therein, and BBJ Drawing Nos. 2162/30.5M/19 and 2162/HBS/18.3M/04 (Sheets 1 of 2 and 2 of 2), for **Bridge Nos. 1373 DN, 1337A UP & DN and 1496 UP & DN under Waltair Division**.
02.	**QUANTITY**	**Total Requirement of Galvanized Standard H-Beam Sleepers (30.5 m & 18.3 m Span): 632 Sets** **Total Requirement of Galvanized Short-Height H-Beam Sleepers (18.3 m Span): 4 Sets** The detailed bridge-wise breakup of the above quantities is placed at **Annexure-A (Technical Specifications)**, enclosed.
03.	**COMPLETION PERIOD**	Supply shall commence in phased lots as per the requirement communicated by BBJ's Engineer-in-Charge/ Site In-Charge. The entire quantity shall be supplied within **60 days** from the date of issue of GeM Contact.
04.	**COST OF TENDER DOCUMENT (NON-REFUNDABLE)**	**Nil**

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05.	**EARNEST MONEY DEPOSIT**	**₹5,00,000/- (Rupees Five Lakh Only)** by NEFT/ RTGS/ Demand Draft/ Bank Guarantee (as per the approved format of BBJ) in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata. Tender documents without EMD shall be rejected. Micro And Small Enterprises (MSEs) units will be waived from submitting EMD subject to submission of declaration of their Udyog Aadhar Memorandum (UAM) on the portal. The exemption shall be applicable only to MSEs engaged in manufacturing of goods relevant to the tendered item. Traders/ dealers/ distributors are not eligible for such exemption. For unsuccessful bidders, EMD will be refunded after the finalization of the Order, without any interest. For the successful bidder, the above EMD amount will be converted into an initial Security Deposit and will be retained by BBJ till the successful completion of the Maintenance Period/ Defect Liability Period, without any interest.
06.	**SECURITY DEPOSIT**	**5% (five per cent) of Contract Value.** Security Deposit will be deducted 10% (ten per cent) from each gross bill value up to the total amount equivalent to 5% (five per cent) of contract value after adjustment of EMD as Initial Security Deposit. Security Deposit shall be released after completion of the Maintenance Period/ Defect Liability Period.
07.	**PERFORMANCE GUARANTEE**	Successful Bidder shall have to submit an Irrecoverable Performance Guarantee to an amount equivalent to **5% (five percent) of the Contract Value**, issued by any Nationalized/ Scheduled Bank in India within 21 (twenty-one) days from the date of LOA/Order. The Performance Guarantee shall remain valid up to the end of completion of the entire contract plus 60 days.
08.	**MODE OF SUBMISSION**	Online through Government e-Marketplace system **https://gem.gov.in.** Tender Fee, EMD and Other documents as uploaded are to be submitted at BBJ'S Head Office at 27, R. N. Mukherjee Road, Kolkata - 700001, West Bengal, before the opening of the technical e-bids.

BBJ KOLKATA
Digitally signed by SOUVIK BHATTACHARYA
Date: 2026.11.04 11:26:08 +05'30'

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

ATC No.: ATC/D-3578-3580/HBS/2162/WAT-2/G-57-2026 Date: November 4, 2026

निविदाकर्ता को निर्देश/ INSTRUCTION TO TENDERER

1.0 **REGISTRATION OF CONTRACTOR**

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

2.0 **DIGITAL SIGNATURE CERTIFICATE (DSC)**

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information Centre (NIC) on payment of the requisite amount details are available at the Web Site stated in Guideline to bidder DSC is given as a USB e-Token.

3.0 **SUBMISSION OF BID:**

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

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

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

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

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

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

(a) Earnest Money Deposit (EMD) of **₹ 5,00,000/-** in the form of NEFT/ RTGS/ Demand Draft/ Bank Guarantee (as per the approved format of BBJ) drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In the case of a successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the entire order without any interest. Scanned copy to be uploaded in portal and instrument to be submitted physically along with other documents.

Bank Details for NEFT/ RTGS:

Name of Beneficiary:	THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.
Bank Name:	CANARA BANK
Branch:	SPCL MID CORPORATE BRANCH
Bank Address:	7, KYD STREET, CHOWRINGHEE, KOLKATA – 700016.
Bank Phone No.:	+91-33-22650981
Bank Account No.:	0254261005248
IFS Code:	CNRB0005004
MICR Code:	700015075

Bank Account Type: CASH CREDIT
Note: In the case of EMD submitted through NEFT/ RTGS, necessary documents need to be uploaded to the Portal and submitted along with the bid.

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

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

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

ii) **PRICE-PART -**
Properly filled up BILL OF QUANTITY duly digitally signed to be uploaded in the financial part. **Price Bids of only those bidders whose Techno-Commercial Bids are found responsive, qualified, and acceptable to BBJ shall be opened.**

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

5.0 All costs and expenses incidental to the preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be borne by the bidder and BBJ shall bear no liability whatsoever on such cost expenses.

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

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

BBJ reserves the right to seek clarifications, if required, with respect to the

documents already submitted by the bidder. However, submission of any new document(s) materially altering the bid or eligibility criteria after opening of the tender shall not be permitted.

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

8.0 The award of the order or rejection of the Bidder's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A Bidder, whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/ Offer to BBJ.

9.0 **CURRENCIES OF BID AND PAYMENT**

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

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

11.0 **PREFERENCE TO MAKE IN INDIA:**

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

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

12.0 **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):**

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

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

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any Bidder branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:
   a) An entity incorporated established or registered in such a country; or
   b) A subsidiary of an entity incorporated established or registered in such a country; or
   c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d) An entity whose beneficial owner is situated in such a country; or
   e) An Indian (or other) agent of such an entity; or
   f) A natural person who is a citizen of such a country; or
   g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:
a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
b. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

2. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (19) or (20) or (21) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

14.0 **PERIOD OF VALIDITY OF BIDS**

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

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

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

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

17.0 **ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**

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

a. Work order
b. Letter of Acceptance (LOA)
c. Schedule of Items, Rates & Quantities
d. Special Conditions of the Contract (SCC)

e. Scope of Work (SOW)
f. Relevant Codes & Standards
g. Notice Inviting Tender
h. Instructions to the Bidders (IB)
i. General Conditions of Contract
j. Any other documents forming part of the Contract.

18.0 **JURISDICTION OF COURTS**

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

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

19.0 **ADDRESS FOR COMMUNICATION:**

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

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

20.0 **IMPORTANT NOTES**

BBJ reserves the right to:

a) In the event of failure on the part of the bidder/ consulting agency contractor to complete the job within the reasonable period of time as decided by the Purchaser, the purchaser reserves the right to get the job done by other Agency/ Agencies as per the order and invoke EMD.
b) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
c) Increase/ decrease/ alter the job description/ scope of work with a corresponding change in the value of the contract.
d) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
e) May ask for further qualification during techno commercial scrutiny of bids received.
f) BBJ shall not be responsible for any delay, loss or damage for bids sent by post.
g) BBJ shall not be liable for any expenses incurred by the bidder in preparation of the bid irrespective of whether it is accepted or not.
h) Canvassing, i.e. soliciting favour, seeking advantage etc. in any form, is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
i) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such an application.
j) The bidder/ agency will stand guarantee for the quality if provided service in all aspects. If the quality of service are found non acceptable, same to

rearranged/ reorganized by the consultant / agency / bidder at their own risk & cost. BBJ shall not be liable to pay any amount in this regard.

k) The quoted rate should be inclusive of all taxes and Delivery charges at our Site including Goods & Service Tax.

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

ATC No.: ATC/D-3578-3580/HBS/2162/WAT-2/G-57-2026 Date: November 4, 2026

SCOPE OF WORK/SUPPLY

1. Manufacture, Inspection, Supply and Delivery of Galvanized Steel H-Beam Sleepers, complete with all fittings, fixtures, fastenings, galvanized MS pad plates, galvanized bolts, nuts and washers, conforming to RDSO Drawing Nos. RDSO/B-1636/4/R, RDSO/B-1636/5R1, RDSO/B-1636/12 and RDSO/B-1636/12/1R1 (with latest alterations), together with all drawings and specifications referred therein, and BBJ Drawing Nos. 2162/30.5M/19 and 2162/HBS/18.3M/04, Sheet No. 1 of 2 & 2 of 2, for the Waltair Division.

2. **Total Requirement of Galvanized Standard H-Beam Sleepers (30.5M & 18.3M Span): 632 Sets**

   Total Requirement of Galvanized Short-Height H-Beam Sleepers (18.3M Span): 04 Sets

   The detailed bridge-wise breakup of the above quantities is placed herein below:

Description	Quantity
Galvanized Standard H-Beam Sleepers (30.5 m & 18.3 m Span)	**632 Sets**
Galvanized Short-Height H-Beam Sleepers (18.3 m Span)	**04 Sets**

The bridge-wise requirement is as follows:

Bridge No. 1373 DN (1 × 30.5 m)

Description	Drawing No.	Quantity
Standard H-Beam Sleepers (30.5 m Span)	BBJ Drg. No. 2162/30.5M/19	62 Sets

Bridge No. 1496 UP (4 × 30.5 m)

Description	Drawing No.	Quantity
Standard H-Beam Sleepers (30.5 m Span)	BBJ Drg. No. 2162/30.5M/19	248 Sets

Bridge No. 1496 DN (4 × 30.5 m)

Description	Drawing No.	Quantity
Standard H-Beam Sleepers (30.5 m Span)	BBJ Drg. No. 2162/30.5M/19	248 Sets

Bridge No. 1337A UP & DN (1 × 18.3 m)

Description	Drawing No.	Quantity
Standard H-Beam Sleepers (18.3 m Span)	BBJ Drg. No. 2162/HBS/18.3M/04, Sheet 1 of 2	74 Sets

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Bridge No. 1337A UP & DN (1 × 18.3 m)

Description	Drawing No.	Quantity
Short-Height H-Beam Sleepers (18.3 m Span)	BBJ Drg. No. 2162/HBS/18.3M/04, Sheet 2 of 2	4 Sets

3. H-Beam Sleepers should be made of rolled sections IS: HB 200 conforming to IS:2062, Grade E250, Quality BO and after fabrication H-Beam & Fittings shall be galvanized as per IS:4759.

4. The weldable raw structural steel sections to be supplied by the successful bidder for fabrication of H-Beam Sleepers shall conform to IS: 2062-2011 Grade B Fully Killed from SAIL, TATA and Vizag Steel Plant or any other sources approved by E. Co. Railway. The source to be declared citing non-availability of materials from aforesaid supplier.

5. The rate is also inclusive of all inspection and testing charges of all components of H-Beam sleepers including all fixtures and fastening galvanization and consumables etc. from the reputed laboratory/ organization.

6. All fittings like, Hook Bolt, Elastomeric Pads (25m/30m) and Zero Toe Load Fixtures for H-Beam Sleepers to be supplied by the successful bidder from RDSO approved firms

7. Arranging necessary inspection & testing and getting the H-Beam Sleepers approved by E. Co. Railway or their authorized agency at their own cost and will be responsible for furnishing all test certificates.

8. The rate is also including of transportation of H-Beam Sleepers with all fittings and fixtures with consumables from their workshop to different bridge sites in Waltiar Division by providing their trucks including loading with all lead and lift, handling, re-handling, ascent, descent, crossing obstructions etc.

9. WPSS and QAP to be done by the contractor and getting it approved by E. Co. Railway or their nominated agency.

10. The rate is inclusive of all GST.

11. The work to be executed in successful bidder’s approved shaded/ covered fabrication workshop by their labour, plants & machinery, equipment, welding consumables cutting gases and their inputs for successful completion of the work.

12. Fitting items to be provided in waterproof and strong box packets to avoid damage during transportation and storing.

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SPECIAL CONDITION OF CONTRACT

1. **DEFINITIONS AND INTERPRETATION:**

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

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

2. **ELIGIBILITY CRITERIA:**

2.1 **Technical Criteria:**

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

(i) **Three** completed/ substantially completed works each costing not less than the amount equal to **₹47.70 lakh.**

Or

(ii) **Two** completed/ substantially completed works each costing not less than the amount equal to **₹63.60 lakh**

Or

(iii) **One** completed/ substantially completed work costing not less than the amount equal to **₹95.40 lakh.**

Note:

(i) "**Similar Work**" shall mean manufacture and supply of galvanized **H-Beam Sleepers** complete with fittings, fixtures and fastenings for steel railway bridges executed for Indian Railways, Government Organizations or other reputed organizations engaged in railway bridge construction.
(ii) Substantially Completed/ Completion certificate from the Client/ End User needs to be submitted.
(iii) Documents submitted in support of the Eligibility Criteria shall be substantiated by copies of relevant Purchase Orders/ Work Orders/ Contracts along with corresponding Completion Certificates/ Tax Invoices/ Delivery Challans/ Payment Certificates, or any other documentary evidence establishing successful execution of the supply/ work. Mere submission of Purchase Orders/ Work Orders/ Contracts without supporting co-related documentary evidence shall not be considered for evaluation.

2.3 **Financial Criteria:**

a. Average Annual financial turnover during the last 03 (three) years, ending 31st March of the previous financial year should be at least **₹47.70 lakh or above**.

b. Authentic documentary evidence in support of the above shall be submitted by the tenderer(s), which may include an attested certificate from the employer/client, audited financial statements duly certified by a Chartered Accountant, a certificate issued by a Chartered Accountant, or any other relevant supporting document acceptable to BBJ.

3. **DELIVERY/COMPLETION PERIOD:**

The supply shall be made in phased lots, as and when required by BBJ, based on the actual site requirements of the respective project locations. The supplier shall commence and complete each lot within the delivery period specified in the delivery instructions issued by BBJ's Engineer-in-Charge/Site-in-Charge. **The entire ordered quantity shall be supplied within 60 (Sixty) days from the date of issue of the GeM Contract.**

Considering that the procurement covers bridges, namely **Bridge Nos. 1373 DN, 1337A UP & DN and 1496 UP & DN under Waltair Division**, the quantity and timing of individual consignments shall be regulated by BBJ based on the actual site requirements and progress of works. BBJ shall communicate the requirement and delivery schedule for each lot sufficiently in advance to enable the supplier to arrange the supply accordingly.

No claim for additional cost, escalation or compensation shall be admissible on account of phased delivery or variation in the timing of individual consignments within the overall contract period, provided that BBJ communicates the delivery requirement within the terms of the Contract.

4. **SHIP TO/ BILL TO:**

4.1 The BBJ Construction Co. Ltd.
Railway Br. No. 1496UP & 1496DN
Nellimerla Village
(9 Kms from Vijay Nagaram City)
Waltair Division, East Coast Railway
GSTIN: 37AAACT9760B1ZB

5. **DELIVERY PERIOD EXTENSION:**

If the Supplier is unable to complete the delivery within the stipulated delivery period due to reasons beyond its reasonable control and not attributable to any act, omission, negligence or default of the Supplier, the Supplier shall submit a written request to BBJ, duly supported by reasons and relevant documentary evidence, seeking extension of the delivery period.

BBJ may, upon examination of the reasons and supporting documents, grant such extension of the delivery period as may be considered reasonable and justified under the circumstances. The extension shall be granted only for the period of delay attributable to such excusable reasons.

Where extension of the delivery period is granted for reasons not attributable to the Supplier, no Liquidated Damages or other delay-related penalty shall be levied for the corresponding period of such excused delay. However, no additional payment, escalation, compensation or other monetary claim shall be admissible to the Supplier solely on account of such extension of the delivery period, unless otherwise specifically provided for in the Contract.

The decision of BBJ on the admissibility and extent of such extension, based on the facts and documentary evidence submitted by the Supplier, shall be communicated in writing.

6. **DISTRIBUTION OF ORDER:**

The total quantity may be distributed among more than one technically qualified and commercially responsive bidder, based on the requirement of BBJ and in the interest of timely procurement and operational requirements. Where the order is proposed to be distributed between the L-1 and L-2 bidders, the distribution may ordinarily be made in the ratio of **60:40**, subject to the L-2 bidder agreeing to match the **L-1 evaluated rate** and accepting all other terms and conditions of the tender.

In the event the L-2 bidder does not agree to match the L-1 rate, BBJ may consider offering the balance quantity to the next-ranked technically qualified and commercially responsive bidder(s) at the L-1 rate, subject to their acceptance of the same terms and conditions.

7. **EARNEST MONEY DEPOSIT (EMD):**

a) Earnest Money Deposit of **₹5,00,000/-** (Rupees Five Lakh Only) by NEFT/ RTGS/ Demand Draft/ Bank Guarantee (as per the approved format of BBJ) in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata.
b) The EMD amount of the successful bidder will be converted into an initial security deposit and will be retained till completion of the Maintenance/ Defect Liability Period, without any interest.
c) EMD of the unsuccessful bidder will be returned after the finalization of the order, without any interest.

8. **QUANTITY VARIATION:**

Quantity may vary +/- 25% for which no extra claim of the manufacturer will be entertained.

9. **PAYMENT:**

100% (one hundred percent) of the accepted rate/ certified bill value will be released within 45 (forty-five) days after successful delivery of H-Beam Sleepers along with fittings & fixtures and submission of Tax Invoice with relevant Challans, Inspection Certificate(s) and duly certified by BBJ's representative, along with other necessary documentations.

Statutory Deductions shall be made at source.

10. **FIRM PRICE:**

The rate shall remain firm and shall not attract escalation due to any reason such as a Steel price hike whatsoever in pursuance of this contract during the delivery period or up to the extended delivery period as the case may be from the date of the order. No escalation or any variation in prices is payable to the supplier on account of any increase or modification in the tax structure or introduction/ modification of the existing levy structure.

11. **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.

12. **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.

13. **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.

14. **PRICE VARIATION:**

No price variation of any kind will be allowed in this contract under any circumstances. The price shall remain firm for the entire scope of work during the original and/or extended delivery period.

15. **PERFORMANCE GUARANTEE**

(a) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to **5% (five percent)** of the contract price/ value of work order either by depositing of Cash in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from Nationalized or Scheduled Bank or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank of India in the prescribed format of BBJ with due validity period and claim period of 180 days. The aforesaid Bank Guarantee should be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the Performance Guarantee is not submitted within 21 days.

(b) Provided further that after receipt of a specific formal request letter (in writing) from the successful bidder with valid justification/ reason for their non-submission of Performance Guarantee within the stipulated period, the said period of 21 (twenty-one) days for submission of Performance Guarantee may be extended at the sole discretion of the Competent Authority of BBJ. In such event of extension, a penal interest of 12% (twelve percent) per annum on Performance Guarantee value shall be charged for the delay beyond 21 (twenty-one) days, i.e., from 22nd day after the date of issue of LOA and up to the actual date of submission. In case the successful bidder fails to submit the Performance Guarantee even within the extended period, as aforesaid, the bid of the successful bidder shall be liable for rejection by the BBJ administration, and the LOA shall stand withdrawn.

(c) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the successful bidder shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

(d) In case the successful bidder fails to submit the requisite Performance Guarantee within the stipulated period as mentioned in the above paragraphs, the bid may consequentially be cancelled by BBJ, and the LOA shall stand withdrawn. The defaulting successful bidder shall be debarred from participating in Re-Tender for that work and his EMD/ SD/ PG/RA Bills shall be encashed/ invoked/ forfeited. In this regard, the decision of the Competent Authority of BBJ shall be final.

(e) The formal Order shall be issued/ contract agreement (if any) shall be executed within a reasonable time only after receipt of Performance Guarantee from successful bidder. Till such time the order is issued/contract agreement (if any) is executed the successful bidder shall execute the work on the strength of LOA, but no payment shall be made to the successful bidder without order/ contract agreement. In the event the bid is cancelled by BBJ, and LOA is withdrawn accordingly due to non-submission of Performance Guarantee, the successful bidder shall have no right to claim on the executed work if any as aforesaid or any other claim whatsoever.

(f) The value of Performance Guarantee originally submitted by the successful bidder need not be changed for a variation of contract price/ order value up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 5% (five percent) as applicable for the excess value over the original contract value shall be deposited by the successful bidder within 21 days from the date of receipt of intimation from BBJ.

(g) The Performance Guarantee shall be released after physical completion of the work plus after completion of 60 days thereafter based on 'Completion Certificate' issued by BBJ stating that the successful bidder has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period/ defect liability period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.

(h) Whenever the contract is rescinded by BBJ due to failure of the successful bidder, the EMD/ Security Deposit of the successful bidder shall be forfeited, and their Performance Guarantee shall also be encashed. The balance work shall be got done independently without risk & cost of the failed successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work. If the failed successful bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.

(i) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the LOA/ Contract (notwithstanding and/or without prejudice to any other provisions in the LOA/ Contract Agreement) in the event of:

  (i) Failure by the successful bidder to extend the validity of the Performance Guarantee as described herein above, in that event BBJ may claim the full amount of the Performance Guarantee from the successful bidder.

  (ii) Failure by the successful bidder to pay BBJ any amount due, either as agreed by them or determined under any of the Clauses/ Conditions of the LOA/ Order/ Contract Agreement, within 30 days of the service of notice to this effect by BBJ.

  (iii) In the event of the LOA/ Contract being rescinded by BBJ under provisions of any of the clause/ condition of the LOA/ Order/ Contract

Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

16. **SECURITY DEPOSIT:**

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5%** (five per cent) of the Total Contract Value shall be deducted and should be kept valid till completion of the entire contract period plus 24 (twenty four) 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 Initial Security Deposit. MSE bidder, who were waived off from submission of EMD shall have submit the amount equivalent to EMD as Initial Security Deposit within 15 (fifteen) days from the date of the LOA/Order. The balance amount to make up for the total amount of the Security Deposit may be deposited by the successful bidder in the form of a Demand Draft/ Pay Order or may be recovered by a percentage deduction from the contractor's bills.

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

(i) Security Deposit for work should be **5% (five per cent)** of the Contract value and shall be recovered from the bill.
(ii) The rate of recovery should be at the rate of **10% (ten 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 successful bidder 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 24 (twenty-four) months i.e., after the end of the Defect Liability Period and subsequent to the following:

a. After passing the final bill based on the "No Claim Certificate" with the approval of the Competent Authority of BBJ.
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 successful bidder and that there is no due from the successful bidder to BBJ against the contract concerned.

17. **MAINTENANCE / DEFECT LIABILITY PERIOD**

a) On completion of delivery of the H-Beam Sleepers along with all fittings & fixtures, the successful bidder shall be responsible for repairing/ replacement of spare parts/ items covering the defects attributable to the H-Beam Sleeper Manufacturer **for a further period of 24 months from the last date of delivery and acceptance at site**.
b) The successful bidder shall make good and remedy at his expenses within such period as stipulated by BBJ, any defect which may develop or may be noticed **before the expiry of 24 months.**
c) In case the manufacturer fails to make adequate arrangements to rectify the defects within seven (7) days after receipt of Notice from BBJ, necessary arrangements will be made by BBJ to rectify the defects, without further

notice to the Manufacturer and the cost of such rectification shall be recovered from the amount & other dues laying at BBJ.

18. **INSPECTION, TESTING CHARGE & TEST CERTIFICATES:**

a) All materials for the work shall pass tests and/or analysis prescribed by the relevant IS specifications or such other equivalent specifications.

b) All raw materials shall be obtained from recognized manufacturers, or their authorized representatives and the successful bidder shall furnish copies of test certificates from that manufacturer including proof sheets, mill sheets etc. showing that the supplied materials have been tested in accordance with the requirements of various specifications and codal provisions and to the satisfaction of BBJ or E. Co. Railway or their authorized representative.

c) Any approval is given by the BBJ or E. Co. Railway or their authorized representative in consequence of such tests or analysis shall in no way limit or interfere with the absolute right of the BBJ to reject the whole or part of such materials supplied, which in the judgment of the inspecting authority/ Engineer does not comply with the conditions of the contract. The decision of the Engineer in this regard shall be final, binding and conclusive for all purposes.

d) **The inspection shall be in three stages**. **(i) Raw Material (ii) Before galvanizing** (to check up the quality of fabrication) **(iii) After Galvanizing** (to check up the quality of Galvanizing). H-Beam Sleepers shall be dispatched to site of work by the successful bidder in full sets i.e. H-Beam Sleepers with all fittings components complete. The fittings components will be supplied duly inspected and passed by RITES and/or E. Co. Railway's Authorized Representative in sealed gunny bags. The successful bidder will have to arrange for inspection at his/their own cost and will be responsible for furnishing all test certificates during the dispatch of fittings.

e) **All inspection of Raw Materials, Visual, Dimensional, Assembly, Galvanizing shall be carried out by BBJ, Railway or Railway's authorized representative**.

f) **All expenses involved for Inspection and testing shall be borne by the H-Beam Sleeper manufacturer.**

g) The H-Beam Sleeper manufacturer has to provide assistance, instruments, machine, labour and any material which are required for examining, measuring and testing of any materials and workmanship as may be selected and required by BBJ and/or E. Co. Railway and/or RDSO and/or RITES and/or their Authorized Representative, without any extra cost to BBJ.

h) **All fittings and fixtures such as Bolts, Nuts, Tapered Washers, Single Coil Spring, Split Pin, Hook Bolts etc. including rubber items are to be inspected by RITES or Railway's Authorized Representative, without any extra cost to BBJ.**

i) All Zero Toe Load Fastening items including Steel Base Plate, Special Cast Liner (inner), Special Cast Liner (Outer), ERC, Steel Embedded etc. rubber items are to be procured from RDSO approved sources only.

j) Inspection of all Zero Toe Load fastening items shall be carried out by RDSO or RITES or Railway's authorized representative, without any extra cost to BBJ.

k) INSPECTION CALL LETTER along with related documents of raw steel materials etc. should be sent by the H-Beam Sleeper Manufacturer minimum 7 (seven) days in advance at BBJ's registered office at 27, R. N. Mukherjee Road, Kolkata - 700 001.

l) All Test Certificates in original testing of raw materials including physical and chemical, Mechanical, Bend, UT etc. and records are to be provided and

submitted by the H-Beam Sleeper Manufacturer at the time of Inspection and along with supply, without any extra cost to BBJ.

m) Prior to the manufacture of H-Beam Sleepers, QAP & WPSS prepared by the Agency has to be approved & inspected by BBJ and/or Railway and/or RDSO and/or RITES and/or their Authorized Representative.

19. **SUB-LETTING:**

The successful bidder shall not sub-let the whole or any part of the job as detailed in the Scope of Work of this tender document. In case it is felt absolutely necessary, the same may be allowed subject to prior written approval from Engineer-in-Charge of BBJ.

20. **LIQUIDATED DAMAGES**

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.

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.

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.

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.

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 SDPBG and also rescind the contract, whether or not actual damage is caused by such default.

21. **INDEMNITY**

Bidder shall indemnify BBJ against all claims & losses in respect of their contractual obligations in the event of non-compliance of any terms & conditions of this document or contract agreement / statutory rules/ obligations/ laws/ taxes & duties etc.

22. **TERMINATION OF CONTRACT**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program 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 Bidder/ 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.

All the statuary 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.

23. **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 within sixty (60) days from the date of cause of action of the said dispute(s) or difference(s) arosed, 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.

While executing the work by the Bidder and/or after completion of the work and/ or till completion of the maintenance period as per order, a dispute or difference of any kind whatsoever arises out of or relates due to actions of the Railway and/ or the Bidder, the same will at first instance be settled amicably with the Railway through BBJ. In case amicable settlement cannot be reached and it is required to initiate arbitration proceeding by BBJ with the Railway, the Bidder will bear entire costs related to arbitration proceedings including legal expenses, incidental costs e.g. costs related to travelling, food & lodging of BBJ's representatives including BBJ's legal experts/ lawyers, costs of documentation etc.

In the event of any dispute and/or difference arises due to any non compliance/ default caused by the successful bidder and for that reason any litigation/ arbitration arises between the concerned Railway authority and BBJ for work related matters e.g. extra work done/ quantity variation & payment thereof, non-payment of bills, deletion/ modification of items, legal/ local/ state/ national statutory compliances (other than those, which are to be complied with by the Bidder as per BBJ's order) etc., the same will be forwarded to the concerned Railway authority by BBJ and necessary follow ups to be done by the Bidder. In case these issues are need to be settled through legal process (arbitration/ court cases etc.), cost involved in such legal processes will be borne by the Bidder till finalization of the process, irrespective of realization of the claims etc. Any payment in this regard, due to be paid to the Bidder, will be paid only after the realization of the same from the Railway authority.

24. **FORCE MAJEURE:**

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

resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist.

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

Provided that if the contract is terminated under this clause, 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.

25. **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.
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.
ix) Insurance Policy to be submitted with claimant in the name of BBJ for pilferage/loss of steel up to completion of erection at site.

(पार्थ नंदी / PARTHA NANDY)
मुख्य प्रबंधक (परियोजना) / CHIEF MANAGER (PROJECT)