

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

eNIT/DGM(P-V)/FAB/TF-MF/2150/3131/28-2022

DATE: 30-Sep-2022

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/DGM(P-V)/FAB/TF-MF/2150/3131/28-2022	DATE	30-Sep-2022
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NOTICE INVITING e-TENDER

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

01.	NAME OF THE WORK	PROCUREMENT OF STEEL, SUPPLY, MANUFACTURING, PAINTING AND TRANSPORTATION/ DELIVERY OF 8 NOS. TROLLEY REFUGE, 48 NOS. MAN REFUGE, PATHWAY, 16 NOS. INSPECTION LADDER & HANDRAILING AS PER N.F. RAILWAY'S APPROVED DRAWING FOR BR. NO. 15, 19, 64 & 104 OF THE MIZORAM PROJECT
02.	QUANTITY	AS PER THE BILL OF QUANTITY (BOQ)
03.	COMPLETION PERIOD	06 (SIX) MONTHS – BR. NO.64 & 104 & 02 (TWO) MONTHS FOR BRIDGE NO. 15 & 19 FOR THE ENTIRE WORK FROM THE DATE OF LETTER OF AWARD (LOA) OR WORK ORDER, WHICHEVER IS EARLIER.
04.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS.2,000/- (RUPEES TWO THOUSAND ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". MSME/ NSIC/ SSI UNITS WILL BE WAIVED FROM SUBMITTING THE COST OF TENDER DOCUMENT SUBJECT TO SUBMISSION OF THE DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP.
05.	EARNEST MONEY DEPOSIT (EMD)	RS.5,00,000/- (RUPEES FIVE LAKH ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENTS WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. MSME/ NSIC/ SSI UNITS WILL BE WAIVED FROM SUBMITTING EMD SUBJECT TO SUBMISSION OF THE DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP. FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST. FOR A SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFULLY COMPLETING OF ENTIRE JOB, WITHOUT ANY INTEREST.
06.	MODE OF SUBMISSION OF	ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).

	e-TENDER	A HARD COPY OF THE UPLOADED BID WILL BE SUBMITTED TO BBJ-HO (ONLY EMD & TECHNO-COMMERCIAL PART) BEFORE OPENING OF THE TECHNICAL BID.	
		CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITES.	
07.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	01-Oct-22
		DOCUMENT DOWNLOAD START DATE	01-Oct-22 AT 10:00 HRS.
		START DATE OF UPLOADING OF BID DOCUMENT	15-Oct-22 AT 10:00 HRS.
		END DATE FOR UPLOADING OF BID DOCUMENT	21-Oct-22 AT 15:00 HRS.
		DATE OF OPENING OF TECHNICAL BID	22-Oct-22 AT 15:00 HRS.
		DATE OF OPENING OF FINANCIAL BID	TO BE NOTIFIED LATER

(A NEOGI)
DY. GENERAL MANAGER (P-V)

SECTION – I

INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

1. **REGISTRATION OF CONTRACTOR**

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

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

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

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

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

4. **LANGUAGE**

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

5. **SUBMISSION OF BID**

a) All the pages of the Tender document are to be signed with Company's seal by the bidders. The rates in the appropriate space in the **BILL OF QUANTITY** of the tender should be properly filled in both in figures and words. In the event of any difference between the figure & words of the quoted rates, the rate in words shall be considered for evaluating the tender.

b) The Tender shall be signed by the person legally authorized to enter into a commitment on behalf of the tenderer. Tenders are to be submitted in two parts as per the following:

c) **FEE PART:**

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

- **Cost of Tender Document of ₹2,000/-** (Rupees one 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". For the case of a successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the entire job, without any interest.
- **Earnest Money Deposit (EMD) of ₹5,00,000/-** (Rupees one lakh only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drawn in favour of "The Braithwaite Burn And Jessop Construction Company Limited" payable at "Kolkata". For the case of a successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the entire job, without any interest.

Bank Details for NEFT/ RTGS:

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

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

d) **TECHNO-COMMERCIAL PART:**

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

- i) Bidder's **EXPERIENCE CERTIFICATE** pertaining to required job/ similar nature of the job as per Eligibility Criteria.
- ii) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates**.
- iii) Signed copy of Provident Fund and employees State Insurance (ESI) Registration Certificate.
- iv) Company's audited Balance Sheet and Profit & Loss Account for the last 3 (three) years ending as on 31st March 2021.
- v) Downloaded Tender document (except price bid) duly signed with an official stamp on each page.

e) **PRICE PART:**

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

6. **EXEMPTION FOR MICRO & SMALL ENTERPRISES:**

- (a) MSME/ NSIC/ SSI units will be waived from submitting Tender Fee & EMD subject to submission of the declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.
- (b) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given the following benefits:
 - (i) Issue of Tender set free of cost
 - (ii) Exemption from payment of Earnest Money Deposit
- (c) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/ services indicated under the description of work/ supplies/ services & value up to which the firms are registered with NSIC). To obtain the above benefits, firms should necessarily submit a signed copy of a valid Registration Certificate issued by NSIC. Firms that are in the process of obtaining NSIC Registration will not be considered for the benefits.

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

8. **No deviation from the tender conditions shall be accepted. Conditional and Incomplete tenders shall be rejected, and no additional clause shall be entertained. All rights reserved upon BBJ in this regard.**

9. The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A tenderer, whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/ Offer to BBJ. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers/bidders.
10. **CURRENCIES OF BID AND PAYMENT**
The tenderer shall submit his price bid/ offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
11. Firm price order: Price shall remain firm till completion of work as per order including modification thereof and no claim for variation in quantities, labour & materials prices etc will be entertained.
12. All duties (excluding GST), taxes, fees and other levies payable by the successful bidder under the contract or any other clause shall be included in the quoted prices.
13. **VALIDITY OF TENDER**
90 (ninety) days from the date of opening of tender or for a further period if mutually accepted. BBJ reserves the right to extend the validity period if required.
14. **ORDER OF PRIORITY OF DOCUMENTS:**
Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e., a document appearing earlier shall override the document appearing subsequently:
- 1) Work order
 - 2) Letter of Award (LOA)
 - 3) Schedule of Items, Rates & Quantities
 - 4) Special Conditions of the Contract (SCC)
 - 5) Technical Specifications (TS)
 - 6) Scope of Work (SOW)
 - 7) Drawings
 - 8) Relevant Codes & Standards
 - 9) Notice Inviting Tender
 - 10) Instructions to the Bidders (IB)
 - 11) General Conditions of Contract

SECTION – II

SCOPE OF WORKS

DESCRIPTION OF WORK:

Fabrication & Supply of minor steel components for a 12x61.0M Span steel through girder including Trolley Refuge, Man Refuge, Pathway, Inspection Ladder & Hand Railing, chequered plates (conforming to IS:3502) with contractors' materials to steel (Sections & Plates conforming to IS:2062 Grade-A) with two coat of red oxide zinc chromate primer & two coat of aluminium paint, loading-unloading etc., labour, tools, plants materials including transportation of the fabricated steel sections to bridge site etc. as directed by the Engineer In-Charge.

SCOPE OF WORKS

The scope of work inter-alia includes the following but is not limited to:

- a) Supply, Fabrication and Delivery at Site of Trolley Refuge, Man Refuge, Pathway, Inspection Ladder & Handrailing as per the approved drawing of N.F. Railway.
- b) Procurement of steel, other inputs, consumables, arrangement of labour, machinery, transportation etc. all costs in connection with the successful execution of the work is within the scope of the successful bidder.
- c) Necessary processing of raw materials including straightening, cutting of plates, sections & cleaning, etc.
- d) Complete welding, drilling etc. as per approved drawing and specification with marking for assembly.
- e) Obtaining approval from BBJ and/or Railway for the quality and workmanship of the material and fabricated structures will be the responsibility of the fabrication agency.
- f) Any testing equipment, if required will be arranged by the bidder.
- g) Fabrication and painting of components including cleaning and 02 (two) coats of each paint i.e., Red Oxide Zinc Chromate Primer (IS:2074) & Aluminium Paint (IS:2339) as per the approved specification.
- h) Loading the fabricated, painted components to trailer/ truck with proper wooden platform/ packing and tying arrangement for dispatch to site. A necessary trailer/ truck shall be arranged by the agency for transporting and delivery to the site.

SECTION – III

SPECIAL CONDITION OF THE CONTRACT

SPECIAL CONDITION OF THE CONTRACT

1. **DEFINITIONS AND INTERPRETATION:**

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

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

2. **ELIGIBILITY CRITERIA**

A. **Technical Criteria:**

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

- (i) **Three** completed works each costing not less than the amount equal to **₹94.16 lakh**.

Or

- (ii) **Two** completed works each costing not less than the amount equal to **₹117.70 lakh**.

Or

- (iii) **One** completed work costing not less than the amount equal to **₹188.32 lakh**.

Note:

- (i) Similar work shall mean fabrication of bridge structural components.
- (ii) Completion certificate from the Client/End User need to be submitted.

B. **Financial Criteria:**

- a. Average Annual financial turnover during the last 03 (three) years, ending 31st March of the previous financial year (2018-19, 2019-20 & 2020-21), should be at least **₹70.62 lakh or above**.
- 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.

3. **TECHNICAL SPECIFICATION**

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

4. **WORKMANSHIP:**

The workmanship for the fabrication operations, Testing, Material shifting etc shall be closely monitored by the successful bidder's supervisory staff as per the specification and as directed by the Engineer/ Engineer in charge of BBJ and/or RAILWAY and/or their authorised agents. Any work done by the successful bidder is found unsatisfactory or any major mismatch is observed at the time of erection at the site that should be rectified/ redone as per the instructions, immediately after notifying the successful bidder. If the successful bidder fails to do the rectification, the cost of recertification will be received from the successful bidder's bill.

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

5. **TESTING OF WELDING**

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

6. **QUANTITY OF WORK TO EXECUTE**

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

7. **DURATION OF WORK**

Time is the essence of this contract. The duration of work is 02 (two) months for Br. No. 15 & 19 and 06 (six) months for Br. No. 64 & 104, and the date of commencement will be considered the date of issue of a Letter of Acceptance (LOA).

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

8. **DELIVERY LOCATION/SHIP TO:**

The Braithwaite Burn And Jessop Construction Co. Ltd.
(A Govt. of India Enterprise)
Bridge Site No. 15,19, 64 & 104
Between Bairabi & Sairang
Mizoram
GST No.: 15AAACT9760B1ZH

9. **UNIT PRICE**

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

10. **VALIDITY**

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

11. **PRICE VARIATION**

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

12. **TAXES & DUTIES**

The successful bidder shall be exclusively responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax) that may be levied from time to time according to the Laws & regulations now in force & also hereafter to be imposed, increased or modified from time to

time. Nothing will be payable extra by the Company in respect of any duties/ taxes to be imposed on the procurement of materials for execution of the contract.

13. **GOODS AND SERVICE TAX (GST)**

Without prejudice to the stipulation in General Conditions of Contract, the quoted price shall be exclusive of **Goods and Service Tax**. The GST as legally leviable & payable by the successful bidder under the provisions of applicable law/act shall be paid extra by BBJ as per the successful bidder's bill. Bidders shall quote their rate after considering the input tax credit on their input materials and services.

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

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

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

14. **NEW LEVIES / TAXES**

In case Government imposes any new levy/ tax after awarding of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/ tax is applicable to this contract.

15. **SUBMISSION OF BILLS AND PAYMENTS**

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

- a) **90% (ninety percent)** of the accepted rate with proportionate GST will be released within 45 (forty-five) days from submission of clear invoice after supply at the project site.
- b) **10% (ten per cent)** of the accepted rate with proportionate GST will be released within 45 (forty-five) days from submission of clear invoice after completion of the entire work and acceptance by BBJ/ Railways.

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

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

16. **METHOD OF MEASUREMENT**

Measurement of components will be done as per the material statement.

17. **QUANTITY VARIATION**

- a) There may be quantity variation during the actual execution of work.
- b) If due to a change in design/ drawing/ specification, there is any increase/ decrease in items/ quantities up to any extent of +/- 25% (plus/minus twenty-five per cent) of both, payment will be made only for the actual work done with the same rate, terms and conditions of the original order on the successful bidder by BBJ duly certified by the Site In-Charge/BBJ.

18. **PERFORMANCE GUARANTEE**

- a) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee (PG) for an amount equivalent to **3% (three per cent)** of the contract price/value of work order either by Bank Draft or in the form of Bank Guarantee (as per the format provided by BBJ). In the event, the Performance Guarantee is submitted in the form of a Bank Guarantee the same should be from any Nationalized/ Scheduled Bank in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within 25 (twenty-five) days from the date of issue of the Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid, withdraw the LOA and forfeit the EMD if the PG is not submitted within 25 days.
- b) The P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- c) In case the successful bidder fails to submit the requisite Performance Guarantee (PG) within the stipulated period of 25 days from the date of issue of LOA, and his bid is consequentially cancelled, and the LOA is withdrawn the defaulting bidder shall be debarred from participating in Re-Tender for that work and his EMD shall be forfeited.
- d) The formal Work Order shall be issued/ contract agreement shall be executed within a reasonable time only after receipt of PG from the successful bidder. Till such time the work order is issued/contract agreement is executed the contractor shall execute the work on the strength of LOA, but no payment shall be made to the contractor without a work order/ contract agreement. In the event, the bid is cancelled, and LOA is withdrawn due to non-submission of PG, the contractor shall have no claim for the executed work if any as aforesaid.
- e) The value of PG originally submitted by the successful bidder need not be changed for a variation of contract price/ work order value up to 25% (either increase or decrease). In case during the course of execution, the value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 3% (three per cent) for the excess value over the original contract value shall be deposited by the successful bidder.
- f) The Performance Guarantee (PG) shall be released after the physical completion of the work i.e. after completion of the entire work plus 60 days thereafter based on the 'Completion Certificate' issued by the competent authority of BBJ stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after the expiry of the maintenance period/ defect liability period and after passing the final bill based on the 'No Claim Certificate' from the successful bidder.
- g) Whenever the contract is rescinded, cancelled or terminated by BBJ for any reason whatsoever, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost to the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the

tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.

- i) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:
 - (i) Failure by the successful bidder to extend the validity of the Performance Guarantee as described hereinabove, in which event BBJ may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the successful bidder to pay BBJ any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the Work Order/ Agreement, within 30 days of the service of notice to this effect by BBJ.
 - (iii) In the event of the Contract being rescinded under provisions of any of the clauses/conditions of the Work Order/ Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

19. **SECURITY DEPOSIT:**

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5% (five per cent)** of the Total Contract Value shall be deducted and should be kept valid till completion of the entire contract period plus 6 (six) months i.e., up to end of Defect Liability Period. Security Deposit shall be in the following manner:

The Earnest Money deposited by the contractor along with the tender will be retained by the BBJ as part of the Security Deposit. The balance amount to make up the with total amount of the Security Deposit may be deposited by the Agency in the form of a Demand Draft/ Pay Order or may be recovered by percentage deduction from the contractor's bills.

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

- (i) Security Deposit for work should be **5% (five per cent)** of the Contract value and shall be recovered from the R/A bill.
- (ii) The rate of recovery should be at the rate of **10% (ten per cent)** 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 the entire Order plus 06 (six) months i.e. after the end of the Defect Liability Period and subsequent to the following:

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

20. **WORKING HOURS**

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

21. **WATCH & WARD**

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

22. **INSURANCE**

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

23. **DEFECT LIABILITY PERIOD**

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

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

24. **EMPLOYEES COMPENSATION INSURANCE**

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

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

25. **PROVIDENT FUND**

The successful bidder will be required to cover all their workmen engaged by them under provident fund (P.F.) from the commencement of the work. The successful bidder will have to submit the challan of payment made towards P.F. for their labour and staff to BBJ's Accounts department every month failing which no RA bill payment will be made.

26. **STATUTORY COMPLIANCE**

The successful bidder shall ensure strict compliance with all applicable labour laws including Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Payment of Bonus Act, Contract Labour (Abolition & Regulation) Act, E.S.I. Act (if applicable i.e. in case the number of

workmen & supervisors is 10 or more, registration under ESIC is statutory), P.F. Acts, Industrial Safety regulations, laws pertaining to use/storage of explosives for the work. The successful bidder shall submit to BBJ the required documents as proof.

27. **CONFIDENTIALITY OF DOCUMENTS**

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

28. **SUBLETTING OF WORK**

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

29. **INSPECTION OF WORKS**

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

30. **SAFETY AND ENVIRONMENT AT SITE**

- a) The successful bidder shall strictly abide by all safety standards, specifications, practices, rules and regulations in construction and also the instruction of our safety (EHS) Engineer. Any kind of unsafe action or unsafe method of work by the successful bidder's workmen, which may lead to injury to the successful bidder's workmen, will be viewed seriously and a penalty for the same will be levied on the successful bidder for such unsafe actions.
- b) The successful bidder will be solely responsible for the safety of their staff and employees of other agencies working in the successful bidder's area of operation.
- c) The successful bidder shall delegate the responsibility for the implementation of safety rules to one of the successful bidder's staff.
- d) All safety appliances required like safety helmets, safety belts, shoes, retro-reflective jackets and other Safety PPE, etc., shall be arranged by the successful bidder at the successful bidder's cost.
- e) In the event of non-availability of such safety gadgets at the required point of time, we may, at the sole discretion of the Site in charge, procure such gadgets and issue the same to the successful bidder on a chargeable basis on actual plus 20% overhead charges.
- 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 by the successful bidder during night operations with proper illuminations and safety.
- h) Necessary COVID-19 precautionary measures have to be complied with by the successful bidder.

31. **GENERAL:**

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

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

32. **LIQUIDATED DAMAGES**

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

33. **TERMINATION OF CONTRACT**

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

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

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

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

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful bidder does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and

carry on the work or comply with such directions as aforesaid of the entire satisfaction of the BBJ, then BBJ shall be entitled after giving 48 hours' notice in writing to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after the expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

34. **RESOLUTION OF DISPUTES AND ARBITRATION**

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

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

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

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

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

35. **FORCE MAJEURE:**

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

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

Provided that if the contract is terminated under this clause, BBJ shall be at liberty to take over from the successful bidder at a price to be fixed by BBJ, which shall be final, all unused, undamaged and acceptable equipment, bought out components and other stores in the course of manufacture which may be in the possession of the successful bidder at the time of such

termination, or such portion thereof as BBJ may deem fit except such equipment, as the successful bidder may, with the concurrence of BBJ, elect to retain.

36. **NON-SCHEDULE ITEM OF WORK**

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

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

37. **INDEMNITY:**

The successful bidder shall indemnify BBJ against all claims or losses whatsoever in respect of the contractual obligations in the event of any loss or damage suffered or that may be suffered by BBJ as a result of a breach of any of the terms & conditions of Work Order, LOA, Contract etc. by the successful bidder or their agent.

38. **IMPORTANT NOTES:**

(A) BBJ reserves the right to:

- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- (ii) Cancel tender at its discretion without assigning any reasons whatsoever.
- (iii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- (iv) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- (v) May ask for further qualification during techno commercial scrutiny of bids received.
- (vi) BBJ shall not be responsible for any delay, loss, or damage for bids sent by post.
- (vii) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during the preparation of the bid irrespective of whether it is accepted or not.
- (viii) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- (ix) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such application.