

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED
(भारत सरकार का एक उद्यम/ A Government of India Enterprises)

ATC/F&E-BEARING/2151/3132/G-117-2023

Dated: September 16, 2023

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA - 700 001 (WEST BENGAL)
PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961
E-MAIL: info@bbjconst.com, Website: www.bbjconst.com

01.	TENDER NOTICE NO. & Date	ATC/F&E-BEARING/2151/3132/G-117-2023 DATE: September 16, 2023
02.	NAME OF THE WORK	MANUFACTURING, TESTING, INSPECTION, SUPPLY AND DELIVERY OF FIXED & EXPANSION BEARINGS AS PER RSDO'S DRAWING NOS. RSDO/B-17181/3 EXCLUDING ANCHOR BOLTS, PINS, T.F. BOLTS FOR BR. NO. 63D (9X45.7M SPAN GIRDER) FOR KARNATAKA PROJECT.
03.	QUANTITY	AS PER BOQ
04.	COMPLETION PERIOD	06 (SIX) MONTHS FROM THE DATE OF ISSUE OF LOA/ ORDER, WHICHEVER IS EARLIER.
05.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
06.	EARNEST MONEY DEPOSIT	RS.1,00,000/- (RUPEES ONE LAKH ONLY) BY DEMAND DRAFT/ BANKER'S CHEQUE/ NEFT/ RTGS IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. MICRO AND SMALL ENTERPRISES (MSE) WILL BE WAIVED FROM SUBMITTING EMD SUBJECT TO SUBMISSION OF THE DECLARATION OF UAM/ UDYAM NUMBER ON THE PORTAL.
07.	MODE OF SUBMISSION	ONLINE THROUGH GEM PORTAL

(सौभिक भट्टाचार्य / Souvik Bhattacharya)
पर्यवेक्षक (खरीद और आईटी / सामग्री)/ Supervisor (Material/ Purchase & IT)

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INSTRUCTION TO THE BIDDERS

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, through 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's Centre (NIC) on payment of 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-commercial 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 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) Cost of Tender (Non-refundable): **Nil.**
- (b) Earnest Money Deposit (EMD) of **₹1,00,000/- (Rupees one lakh only)** in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drew 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 contract, 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: STATE BANK OF INDIA

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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

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

- (c) GST Registration Certificate
- (d) Copy of PAN CARD
- (e) Downloaded ATC/ Tender document (except price bid) duly signed with an official stamp on each page.
- (f) Copy of relevant documents/ experience certificate showing past experience as per the following Eligibility Criteria mentioned in Clause No. 3 of "Special Condition of Contract".
- (g) Audited Balance Sheet & P/L for the last 03 (three) financial years ending 31st March 2022.

b) **PRICE-PART** -

Properly filled up BILL OF QUANTITY duly digitally signed to be uploaded in the financial part. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified & acceptable to BBJ. HSN/SAC code must be provided against each BOQ item.

- 4.0 **Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.**
- 5.0 The bidder shall quote all the items mentioned in the BOQ. Partially filled BOQ shall not be accepted and the bidder through techno-commercially qualified shall not be considered.
- 6.0 **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.**
- 7.0 The successful bidder shall not sub-contract the selling and support procedure for the entire duration in BBJ.
- 8.0 **VALIDITY OF TENDER: 90 (NINETY) days** from the date of opening of tender or for a further period if mutually accepted in writing.
- 9.0 **Important Notes:**
BBJ reserves the right to:

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- a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- b) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- c) Postpone or extend the above-mentioned date, split and distribute the work among more than one contractor without assigning any reason whatsoever.
- d) May ask for further qualification during techno commercial scrutiny of bids received.
- e) BBJ shall not be responsible for any delay, loss, damage for the bids sent by post.
- f) 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.
- g) 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.
- h) 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.

(सौभिक भट्टाचार्य / Souvik Bhattacharya)
पर्यवेक्षक / सामग्री खरीद और आईटी(/ Supervisor (Material/ Purchase & IT)

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SCOPE OF WORK

1. The "Scope of Work" includes manufacture, testing, inspection, supply and delivery of Fixed & Expansion Bearings as per following:
 - (a) **9 SPAN SET FIXED AND EXPANSION BEARING [each span set consist of 04 nos. Bearings i.e., 02 nos. Fixed Bearings and 02 nos. Expansion Bearings]** for 45.7M Girder based on RDSO's drawing no. RDSO/B-17181/3 (Latest Revision) excluding Anchor Bolts, Pins, T.F. Bolts.
2. Drawings for the above bearings are to be made by the manufacturer based on RDSO's drawings above noted and to get the same approved by the Engineer prior to final manufacture the above required items.
3. RDSO's drawings for 45.7M span bearings are not attached with this tender document and the bidders may see the drawings at BBJ office at 27, R. N. Mukherjee Road, Kolkata-700 001 during Office hours till last date of issue of Tender.

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अनुबंध की विशेष शर्तें / 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/ 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. **SCOPE OF WORK:**

9 Span set FIXED AND EXPANSION Bearing [each span set consist of 04 nos. Bearings i.e., 02 nos. Fixed Bearings and 02 nos. Expansion Bearings] for 45.7M Girder based on RDSO's drawing no. RDSO/B-17181/3 (Latest Revision) excluding Anchor Bolts, Pins, T.F. Bolts.

3. **ELIGIBILITY CRITERIA**

i) **Technical Qualifications Criteria:**

Fixed & Expansion Bearings:

Bidder(s) must produce documentary evidence in support of manufacture and supply of steel Rocker-Roller bearings for Indian Railway Steel Bridges of 30.5M/ 45.7M and above span to Government Organization(s)/ Central & State PSU(s)/ PSE(s)/ Reputed Organizations engaged in the execution of Indian Railway Steel Bridges during the last 07 (seven) years.

Note: Manufacture and supply of Rocker-Roller Bearings for Indian Railway Steel Bridges shall only be considered.

ii) **Financial Qualifications Criteria:**

Average Annual Financial turnover during the last 03 (three) financial years, ending 31st March 2022 should be at least **₹22.00 lac.**

4. **EARNEST MONEY:**

Deposit of Earnest Money amounting to **₹1,00,000/- (Rupees one lakh only)** may be made in the form of Demand Draft/ Banker's Cheque/ NEFT/ RTGS drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the bidder withdraws their offer within the validity period of their offer or fails to undertake the work after acceptance of their tender, the full amount of EMD shall be forfeited.

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Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected.

EMD will be converted to Initial Security Deposit and will be kept till completion of the Defect Liability Period for the successful bidder without any interest. For unsuccessful bidders, EMD shall be refunded immediately after the finalization of the tender. EMD shall be interest-free.

5. **MANUFACTURER'S TEST CERTIFICATE AND GUARANTEE & WARRANTY CERTIFICATE** must be enclosed along with each consignment. Manufacturer(s) are required to get the bearings inspected & approved by S.W. Railway or its authorized representative prior delivery.

Inspection of bearings shall be done by the Engineer or any other organisation (e.g., BBJ/ S.W. Rly/ S.W. Rly's nominated agency) as approved by the Engineer and the contractor shall produce manufactures test certificates, and inspection marks from the organisation so nominated for inspection at his own cost. The contractor shall also arrange and effort all facilities at his own cost for the purpose of Inspection and test of all or any of the components of the bearings and metals used therein. Load test of the bearings shall be carried out at contractor's cost, if considered necessary by the Engineer.

ENGINEER shall mean S.W. Railway and shall include their representatives, successors and permitted assigns.

6. **COMPLETION TIME/ DELIVERY SCHEDULE:**
Entire delivery to be made completed within **06 (six) months** from the date of LOA/ Order, whichever is earlier.
7. **EXTENSION OF DELIVERY PERIOD:**
If there is delay for reasons not attributable to the Bearing Manufacturer, BBJ, upon receipt of written request from the Bearing Manufacturer may extend the Milestone/ Completion time as suitable and fit reasonable to BBJ. No extra claim (including escalation) of Bearing Manufacturer will be entertained in such cases of time extension being granted.
8. **SHIP TO & BILL TO:**
The Braithwaite Burn and Jessop Construction Co. Ltd.,
Railway Bridge no 63D,
(Near NTPC Kudgi make up water pump house)
Benal R.C., Post Almatti D.S.,
Dist Vijayapura. Pin 586201
Karnataka.
GST No. 29AAACT9760B1Z8
9. **RATE:**

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The vendors must submit their offer strictly as per **Bill of Quantities** of this tender document. The bidder must quote the **Basic price inclusive of all taxes & duties including GST, as applicable and delivery charges at F.O.R. destination**. The price must be firm during the tenure of this supply / contract & no escalation on any account will be allowed.

Notes:

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.

10. **PAYMENT TERMS:**

The payment shall be released in the following manner:

- a) **100% (one hundred percent)** payment shall be made against each RA Bill within 45 (forty-five) days after submission of a clear invoice duly certified by the Site In-Charge/ BBJ against submission of the following documents:
- i. Tax Invoice/ Bill
 - ii. Transporter's C/N
 - iii. Proof of delivery i.e., Delivery Challan duly signed by our Project Site for receipt of material.
 - iv. Test certificates.
 - v. Guarantee Certificate.
 - vi. Inspection Clearance certificate.
 - vii. Packing List.

Note: Bills and Challans are to be certified by Site-In-Charge before submission of bills for payment. Statutory deduction, if any, shall be made at source.

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.

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- 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.

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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 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. **PERFORMANCE GUARANTEE**

- i) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to **5% (five percent)** of the contract price/ value of work order either by Bank Draft/ NEFT/ RTGS or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank of India in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the Performance Guarantee is not submitted within 21 days.
- ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days with 06 months claim period. In case, the time for completion of work gets extended, the successful bidder shall get the validity of Performance Guarantee extended to cover such extended time for completion of work with 06 months claim period.
- iii) In case the successful bidder fails to submit the requisite Performance Guarantee within the stipulated period as mentioned in the above paragraphs, the bid may consequentially be cancelled by BBJ, and the LOA shall stand withdrawn. The defaulting successful bidder shall be debarred from participating in Re-Tender for that work and his EMD/ SD/ PG/RA Bills shall be encashed/ invoked/ forfeited. In this regard, the decision of the Competent Authority of BBJ shall be final.
- iv) The formal Order shall be issued/ contract agreement (if any) shall be executed within a reasonable time only after receipt of Performance Guarantee from successful bidder. Till such time the order is issued/contract agreement (if any) is executed the successful bidder shall execute the work on the strength of LOA, but no payment shall be made to the successful bidder without order/ contract agreement. In the event the bid is cancelled by BBJ, and LOA is withdrawn accordingly due to non-submission of Performance Guarantee, the successful bidder shall have no right to claim on the executed work if any as aforesaid or any other claim whatsoever.
- v) The value of Performance Guarantee originally submitted by the successful bidder need not be changed for a variation of contract price/ order value up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 5% (five percent) as applicable for the excess value over the original

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- contract value shall be deposited by the successful bidder within 21 days from the date of receipt of intimation from BBJ.
- vi) The Performance Guarantee shall be released after physical completion of the work plus after completion of 60 days thereafter based on 'Completion Certificate' issued by BBJ stating that the successful bidder has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period/ defect liability period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.
- vii) Whenever the contract is rescinded by BBJ due to failure of the successful bidder, the EMD/ Security Deposit of the successful bidder shall be forfeited, and their Performance Guarantee shall also be encashed. The balance work shall be got done independently without risk & cost of the failed successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work. If the failed successful bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- viii) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the LOA/ Contract (notwithstanding and/or without prejudice to any other provisions in the LOA/ Contract Agreement) in the event of:
- (a) Failure by the successful bidder to extend the validity of the Performance Guarantee as described herein above, in that event BBJ may claim the full amount of the Performance Guarantee from the successful bidder.
- (b) Failure by the successful bidder to pay BBJ any amount due, either as agreed by them or determined under any of the Clauses/ Conditions of the LOA/ Order/ Contract Agreement, within 30 days of the service of notice to this effect by BBJ.
- (c) In the event of the LOA/ Contract being rescinded by BBJ under provisions of any of the clause/ condition of the LOA/ Order/ Contract Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

15. SECURITY DEPOSIT:

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5% (five percent)** of the Total Contract Value shall be deducted and should be kept valid **up to end of Defect Liability Period** plus 60 days thereafter. Security Deposit shall be in the following manner.

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

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

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

Security Deposit shall be returned to the contractor after the end of Defect Liability Period plus 60 days thereafter and after the following:

- a. After passing the final bill based on the "No Claim Certificate" with the approval of the Competent Authority.
- b. Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned contractor. This certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to BBJ against the contract concerned.

16. DEFECT LIABILITY PERIOD:

Any part of the bearing or any item failing or providing unsatisfactory in service due to defective material or workmanship within a period of **12 (twelve) months** from the date of end of **fixing of all bearings at site** shall have to be replaced by the supplier at his own expenses. Should any design modifications be made in any part of the bearing offered, the period of 12 months would commence from the date, the modified part is commissioned in service. The cost of such modification shall be borne by the supplier.

17. LIQUIDATED DAMAGE:

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

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- 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.

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

19. INSPECTION OF WORKS

BBJ/ S.W. Railway/ S.W. Railway's nominated agency will have full power and authority to inspect the works at workshop or site, at any time and the Vendor shall afford or provide for Engineer-In-Charge every facility and assistance to carry out such inspection. The Agency 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 vendor's representative duly accredited in writing, be present for the purpose.

20. INSPECTION/ TESTING/ TEST CERTIFICATES:

- a) The acceptance of material is subject to Inspection/ Testing by BBJ/ S.W. Railway/ S.W. Railway's nominated agency.
Inspection of bearings shall be done by the Engineer, or any other organisation (BBJ/ S.W. Railway/ S.W. Railway's nominated agency) as approved by the Engineer and the contractor shall produce manufactures test certificates, and inspection marks from the organisation so nominated for inspection at his own cost. The contractor shall also arrange and effort all facilities at his own cost for the purpose of Inspection and test of all or any of the components of the bearings and metals used therein. Load test of the bearings shall be carried out at contractor's cost, if considered necessary by the Engineer.
- b) All expenses involved for Inspection/ Testing shall be borne by the Bearing manufacturer.
- c) The Bearing manufacturer have 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/ S.W. Railway/ S.W. Railway's nominated agency without any extra cost to BBJ.
- d) **INSPECTION CALL LETTER** should be sent by the Bearing Manufacturer at least **7 (seven) days in advance** at BBJ Office at 27, R. N. Mukherjee Road, Kolkata-700 001.
- e) All Test Certificates for raw materials (both physical and chemical) and finished materials are to be provided and submitted by the Bearing Manufacturer at the time of Inspection and along with supply without any extra cost to BBJ.
- f) "ENGINEER" shall mean S.W. Railway and shall include their representatives, successors and permitted assigns.

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21. **REJECTION/ REPLACEMENT:**

Notwithstanding the fact that the materials have been duly inspected and covered by Dispatch Memo, the supplier shall arrange for replacement/ rectification free of cost to BBJ for rejected/ defective components, if any, detected during or after fitment at project site, on receipt of our written advice to that effect. The replacement/ rectification of the components shall be made within 15 (fifteen) days from the date of our advice, failing which, we reserve the right to purchase the said quantity from other sources at supplier's cost. Collection of rejected materials from our Stores and delivery of replacement supplies at our work sites will be at supplier's cost and responsibility. If the rejected materials are not removed from our premises within a reasonable period, we will dispose the same off without any notice to supplier.

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 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.

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

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful bidder does not within seven days after the delivery to him of such notice

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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 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.

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,

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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. **INDEMNITY**

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

(सौभिक भट्टाचार्य / Souvik Bhattacharya)
पर्यवेक्षक (खरीद और आईटी / सामग्री)/ Supervisor (Material/ Purchase & IT)