

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

(A Government of India Enterprise)

27, RAJENDRA NATH MUKHERJEE ROAD KOLKATA - 700 001 (WEST BENGAL)

PHONE NO. (033) 2248 5841-42; FAX: (033) 2210 3961

E-MAIL: bbjtenders@bbjconst.com

e-TENDER NO.	eNIT/CM(P)/SM/TRANSPORT/ NS-130826/3143/G-53-2026	DATE	05/09/2026
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ई-बोली आमंत्रित करने की सूचना
NOTICE INVITING e-BID

Sealed e-Tenders under **two-part bidding system** (i.e. Techno-Commercial & Price Bid) are invited from reputed transporters for the following work:

01.	कार्य का नाम NAME OF THE WORK	TRANSPORTATION OF STORE MATERIALS, TOOLS AND TACKLES, PLANT & MACHINERY, TRESTLES, SLEEPERS, RAILS AND OTHER RELEVANT MATERIALS, HYDRA ETC. FROM HPY, KOLKATA TO CHAMPABATI RIVER, BR. NO. 1496, NELLIMARLA, VIZIANAGARAM, A.P - 535217 AND TRANSPORTATION OF STORE MATERIALS, TFC75/ TATA955 CRANE FROM GARAKHPUR/ALLAHABAD TO CHAMPABATI RIVER, BR. NO. 1496, NELLIMARLA, VIZIANAGARAM, A.P - 535217.
02.	परिमाण QUANTITY	AS PER BILL OF QUANTITY (BOQ)
03.	निविदा दस्तावेज की लागत(वापसी योग्य नहीं) COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
04.	बयाना राशि जमा (ईएमडी) EARNEST MONEY DEPOSIT(EMD)	RS. 25,000.00 (RUPEES TWENTY-FIVE THOUSAND ONLY) IN THE FORM OF 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 (MSES) UNITS WILL BE WAIVED FROM SUBMITTING THE EARNEST MONEY (BID SECURITY) SUBJECT TO SUBMISSION OF THEIR UDYAM ON THE PORTAL.
05.	प्रस्तुत करने का तरीका MODE OF SUBMISSION	ONLINE THROUGH GOVERNMENT E-MARKETPLACE SYSTEM HTTPS://GEM.GOV.IN . TECHNO-COMMERCIAL DOCUMENTS AS UPLOADED IN THE PORTAL (ONLY TECHNO-COMMERCIAL PART) ARE TO BE SUBMITTED AT BBJ'S HEAD OFFICE AT 27, R. N. MUKHERJEE ROAD, KOLKATA - 700001, WEST BENGAL. BIDS THAT ARE NOT SUBMITTED ONLINE WILL NOT BE CONSIDERED.

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

INSTRUCTION TO TENDERER

01	<u>REGISTRATION OF CONTRACTOR</u> 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
02	<u>DIGITAL SIGNATURE CERTIFICATE (DSC)</u> Each contractor 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 Clause 2 of Guideline to Transporter DSC is given as a USB e-Token.
03	<u>SUBMISSION OF BID:</u> 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 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 (Bid Security) of ₹25,000/- (Rupees Twenty-five thousand only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank draw in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In the case of a successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the 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: 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 PS: In the case of EMD & Tender Fee submitted through NEFT/ RTGS, necessary documents need to be uploaded in CPP Portal and submitted along with the bid. (b) GST Registration Certificate (c) Copy of PAN CARD

	(d) Downloaded ATC/ Tender document (except price bid) duly signed with an official stamp on each page. (e) Copy of relevant documents/ experience certificate showing past experience as per the following Eligibility Criteria mentioned in Clause No. 2 of "Special Condition of Contract". (f) Audited Balance Sheet and Profit & Loss Account for the last three (03) financial years ending on 31st March 2025 are to be submitted. In case the Balance Sheet and P&L Account for FY 2024-25 are not yet available, the audited financials for the three preceding financial years shall be submitted instead. (g) Other documents in support of Eligibility Criteria of this tender. (h) 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: <table><tr><th>Type under MSE</th><th>SC/ST Owned</th><th>Women Owned</th><th>Others (excluding SC/ ST & Women Owned)</th></tr><tr><td>Micro</td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td></tr></table> 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 bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.	Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ ST & Women Owned)	Micro				Small			
Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ ST & Women Owned)										
Micro													
Small													
4	Conditional tenders shall be straightway rejected, and no additional clause will be entertained.												
5	BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of supply to more than one agency/ agencies without assigning any reason whatsoever. No claim will be entertained on account of this. However, in the case of splitting, the L1 bidder will get 60% (sixty per cent) or more of the total quantity, depending upon the requirement of BBJ.												
6	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.												
7	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.
8	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 'tenderer', '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: - An entity incorporated established or registered in such a country; or - A subsidiary of an entity incorporated established or registered in such a country; or - An entity substantially controlled through entities incorporated, established or registered in such a country; or - An entity whose beneficial owner is situated in such a country; or - An Indian (or other) agent of such an entity; or - A natural person who is a citizen of such a country; or - 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: 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- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. "Control" shall include the right to appoint 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. In 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. 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 the such association or body of

	individuals. 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. 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. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. Note: - The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-A. - 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.
9	VALIDITY OF TENDER: 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted in writing.
10	Additional Performance Security: In the event that the successful bidder is a transporter having no prior work experience with BBJ during the preceding five (05) financial years, the successful bidder shall, in addition to the prescribed Security Deposit, furnish an irrevocable Bank Guarantee of ₹2,00,000/- (Rupees Two Lakh only) in favour of The Braithwaite Burn and Jessop Construction Company Limited towards Additional Performance Security. The Bank Guarantee shall remain valid until satisfactory completion of the contractual obligations and shall thereafter be released, subject to settlement of all contractual dues, claims and obligations.
11	Important Notes. BBJ reserves the right to: - Accept or reject any bid received at its discretion without assigning any reasons whatsoever. - Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract. - Postpone or extend the above-mentioned date, split and distribute the work among more than one Transporter without assigning any reason whatsoever. - May ask for further qualification during techno commercial scrutiny of bids received. - BBJ shall not be responsible for any delay, loss, damage for bids sent by post. - BBJ shall not be liable for any expenses incurred by Transporter in preparation of bid irrespective of whether it is accepted or not. - Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any Transporter found to have engaged in canvassing shall be liable to have his bid rejected summarily. - If the Transporter 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. - All costs and incidental expenses for preparation of the tender, discussion,

	conference, pre-tender site visit, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost expenses. j) The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
12	The tender is to be uploaded in e-Procurement portal and hardcopy of EMD & Tender Fee to be submitted within due date to Chief Manager (Proj), THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED, 27, R.N. Mukherjee Road, Kolkata-700 001 (W.B.).

CM(Proj)

SPECIAL CONDITION OF CONTRACT**1.0 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/ TRANSPORTER"** shall mean the person, firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.
- (e) **"SUCCESSFUL BIDDER/TRANSPORTER"** whose tender has been accepted by BBJ.

2.0 Eligibility Criteria:

2.1 Average Annual financial turnover during the last 03 (three) years, ending 31st March of the previous financial year, should be at **least ₹ 6 Lakh.**

2.2 Experience of having successfully completed similar works (ref. Note below) during last 07 years ending last day of month previous to the one in which tenders are invited.

Note: "Similar work" shall mean (transportation of bridge materials, fabricated components or transportation of cranes component, Derrick, Rails, Sleepers, store materials and other gadgets etc. from any Store/ Project Site/ Plant as per tender requirement)

2.3 The Transporter should sign and stamp on each page of the bid document. Overwriting is not allowed.

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

2.5 Earnest Money:

Deposit of Earnest Money amounting to **Rs. 25,000/- (Rupees Twenty-five thousand only)** may be made in the form of Pay Order/ Demand Draft 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 validity period of their offer or fails to undertake the work after acceptance of their tender, the full amount of EMD shall be forfeited. 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 Security Deposit and will be kept till completion of work, without any interest. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

3.0 **SCOPE OF WORK:**

TRANSPORTATION OF STORE MATERIALS, TOOLS AND TACKLES, PLANT & MACHINERY, TRESTLES, SLEEPERS, RAILS AND OTHER RELEVANT MATERIALS, HYDRA ETC. FROM HPY, KOLKATA TO CHAMPABATI RIVER, BR. NO. 1496, NELLIMARLA, VIZIANAGARAM, A.P - 535217 AND

TRANSPORTATION OF STORE MATERIALS, TFC75/ TATA955 CRANE FROM GARAKHPUR/ALLAHABAD TO CHAMPABATI RIVER, BR. NO. 1496, NELLIMARLA, VIZIANAGARAM, A.P - 535217.

(DETAILED AS PER BOQ).

- a) Qty. variation $\pm 25\%$ subject to the approval in case of increase in trip.
- b) Bidders are requested to quote Price as per trip Basis for Truck (16 & 20 MT Capacity), Trailer (22MT Capacity) and Suitable Transport lumpsum basis. The rate should be inclusive of all charges but exclusive of GST as per Rule.
- c) **Payment towards excess loading beyond 16MT & 20 MT for Truck and 22MT for Trailer shall be treated on Pro-rata basis and Suitable Transport lump sum basis.**
- d) The Bidder/ Transporter should visit both Point (loading & unloading) points to see road conditions and materials before quoting their rates. As the materials are not standard shape & size. Bidders must visit sites at HPY, Kolkata, Allahabad and Gorakhpur Site to see the materials before bidding.
- e) Payment will be made as per weighment certificate received by Site. Bidder has to satisfy themselves regarding routes and availability of weigh Bridge near to site for weighment before entering the site for unloading at site. Cost of weighment at weighbridge to be borne by bidders.
- f) Any deviation to the above will render the quotation invalid.
- g) Loading & unloading will be done by BBJ.
- h) Any incidental charges for transportation on road to be borne by the transporter. Detention Charges will not be paid for delay of loading/unloading at our site.
- i) Appropriate vehicle for lifting materials to be placed as soon as intimated by BBJ.
- j) Each vehicle should be provided with appropriate communication system for monitoring movement.
- k) **Penalty:** In case of delayed placement of vehicle for lifting of materials at loading point beyond 48 hours of notification of the same by BBJ through phone/ sms/ email/ letter (anyone or multimode) or delay beyond the agreed transit period penalty at the rate of Rs.100 per MT per day will be deducted from the bills.
- l) Immediate commencement with 48 hrs. notice for deploying vehicles.
- m) **GST waybill will be arranged by the successful bidder while transporting materials.**
- n) Bidders must visit to see items for accessing materials for suitable transport required.
- o) **Transit insurance will be covered by BBJ. In case BBJ fails to cover transit insurance, then the successful bidder/transporter have to provide the same and charges for insurance will be reimbursed by BBJ at actual on submission of all relevant documentary evidence along with bill against delivery. In all cases the successful bidder shall cooperate with BBJ in every manner whatsoever.**
- p) **Loading time – 48 Hours.**

4.0 PAYMENT TERMS:

Within **45** (forty-five) days from the date of delivery of the materials with proper document at project site and submission of bill with relevant documents.

5.0 TRANSIT PERIOD:

To be mentioned clearly only for transportation of each trip by Trailer, Truck & Suitable Transport.

6.0 VALIDITY OF CONTRACT:

18 (Eighteen) months from the date of LOA/Work order.

7.0 SECURITY DEPOSIT:

The Earnest Money deposited by the Agency along with the tender will be retained by the BBJ as Security Deposit. MSE units, who are exempted from submitting EMD, shall have to submit Security Deposit of the amount equivalent of EMD in the form of Demand Draft/Pay Order/ NEFT/ RTGS/ Bank Guarantee within 15 (fifteen) days from the date of receipt of LOI/LOA, otherwise LOI/LOA will be cancelled and withdrawn. The bidder will be debarred from participating in future bid for a period of 01 (one) year the date of LOI/LOA.

8.0 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:

- 1) Work order
- 2) Letter of Award (LOA)
- 3) Schedule of Items, Rates & Quantities
- 4) Special Conditions of the Contract (SCC)
- 5) Scope of Work (SOW)
- 6) Notice Inviting Tender
- 7) Instructions to the Bidders (IB)

9.0 LIQUIDATED DAMAGE:

If the Transporter fails to complete the job within stipulated transit period, 0.5% of order value will be deducted from bill for per week delay subject to a maximum of 5% of the total order value.

10.0 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 for which the present successful bidder herein shall be liable to pay all the incidental & extra cost to BBJ. 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 be abide & complied by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within 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 expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

11.0 TIME EXTENSION:

If the Transportation part or full quantity is delayed due to reasons not attributable to the transporter, extension of time without L. D. may be permitted as per the discretion of BBJ. However, for such extension the transporter has to apply with valid and authentic reasons prior to expiry of delivery time. However, if the delay in transportation is attributable to the transporter then L.D. clause as per CL. NO. 9 will be implemented.

12.0 BBJ reserves the right to award different BOQ item(s) on different parties. Work in hand of bidders will be considered while placing the order.

13.0 SITE ADDRESS:

- (a) The Braithwaite Burn And Jessop Construction Company Limited
CHAMPABATI RIVER, Bridge No. 1496, Nellimarla, Vizianagaram, A.P-535217.
GST No. 37AACT9760B1ZB
- (b) The Braithwaite Burn And Jessop Construction Company Limited
Ganga Bridge Project, Katka Road (Old G.T Road), Near Jhusi, Dist.: Prayagraj,
Pin – 211 019 (UP). **GST No. 09AACT9760B1ZA.**
- (c) The Braithwaite Burn And Jessop Construction Company Limited
Railway Br no.16 near Bakulaha Railway Station, Dist- Ballia,
U.P-277208. **GST No. 09AACT9760B1ZA.**

14.0 SUBMISSION OF INVOICE:

The invoice raised by the transporter for the transport carried out in a particular month should reach BBJ-Head Office, duly certified by the BBJ's concerned personnel/site, within 5th of the next month e.g. invoice for transport in Dec-25 must reach BBJ-Head Office, Kolkata by 5th Jan-26.

15.0 RATE

The vendors must submit their offer strictly as per Bill of Quantities. **The bidder must quote the Basic Rate including all other charges.** The price must be firm during the tenure of this contract and no escalation on any account will be allowed. GST as extra as applicable in RCM/FCM Cases.

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.

16.0 TAXES & DUTIES:

The contractor shall be exclusively responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax in forward charge/Reverse charge cases) that may be levied from time to time according to the Laws & regulation 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 procurement of materials for execution of contract.

17.1 GOODS AND SERVICE TAX (GST):

- i) The successful bidder shall be liable to pay all applicable taxes excluding 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.

17.2 **New Levies/ Taxes**

In case Government imposes any new levy / tax after award 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.

18.0 **ARBITRATION**

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

interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

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

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

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

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

19.0 JURISDICTION OF COURT:

The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

20.0 Implementation of NHAI & MoRTH Guidelines

The successful bidder shall ensure full compliance with the guidelines and standards prescribed by the National Highways Authority of India (NHAI) and the Ministry of Road Transport and Highways (MoRTH) in the execution of transportation services. All vehicles, equipment, and procedures used must adhere to the safety, environmental, and operational regulations as outlined by MoRTH/NHAI. Regular audits, inspections, and documentation as required by NHAI and MoRTH shall be maintained and made available for review. Non-compliance may result in penalties or contract termination.

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