

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

(A Government of India Enterprises)

eNIT/DGM(P-V)/Metallising/Painting/2140/3121/R1/72-2017

Dated: 25.10.2017

27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA- 700 001, West Bengal.

Ph: (033)2248 5841-44; Fax:(033)2210-3961;

WEB SITE: [www.bbjconst.com](http://www.bbjconst.com); Email: [info@bbjconst.com](mailto:info@bbjconst.com);

TENDER NO.	eNIT/DGM(P-V)/Metallising/Painting/2140/3121/R1/72-2017	DATE	25.10.2017
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**NOTICE INVITING e-TENDER**

e-BIDS ARE INVITED FROM REPUTED CONTRACTORS/AGENCIES FOR THE FOLLOWING WORK:

01.	<b>NAME OF THE WORK</b>	SAND BLASTING, METALLISING AND PAINTING FOR FABRICATED STEEL WORK FOR MANIPUR PROJECT AT MUNGER BRIDGE SITE, BIHAR AS PER TECHNICAL SPECIFICATION.	
02.	<b>COMPLETION PERIOD</b>	Six (06) MONTHS INCLUDING MONSOON SEASON FROM THE DATE OF ACCEPTANCE OF LETTER OF INTENT (LOI).	
03.	<b>COST OF TENDER DOCUMENT (NON - REFUNDABLE)</b>	<p><b>Rs.2,500/-</b> (RUPEES TWO THOUSAND FIVE HUNDRED ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".</p> <p><b>TENDER DOCUMENT WITHOUT COST OF TENDER SHALL BE REJECTED.</b></p> <p>SSI/MSE UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD BE VALID ATLEAST UPTO TENDER VALIDITY PERIOD) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING COST OF TENDER. <b>COPY OF NSIC CERTIFICATE NEED TO SUBMIT ONLINE.</b> APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.</p>	
04.	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<p><b>Rs.5,00,000.00</b> (RUPEES FIVE LAC ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".</p> <p><b>TENDER DOCUMENT WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED.</b></p> <p>SSI/MSE UNITS WITH NSIC REGISTRATION (SHOULD BE VALID ATLEAST UPTO TENDER VALIDITY PERIOD) FOR THE BOQ ITEM ARE EXEMPTED FROM SUBMISSION OF EMD. <b>COPY OF NSIC CERTIFICATE NEED TO SUBMIT ONLINE.</b> APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.</p> <p>EXISTING VENDORS MAY ADJUST THIRE EMD FROM THEIR PASSED BILL LAYING WITH BBJ PROVIDED THEY MUST MENTION THE PARTICULAR BILL REFERENCE FOR EMD EXEMPTION.</p> <p><b>EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO INITIAL SECURITY DEPOSIT AND TO BE RETAINED UPTO MAINTAINANCE/DEFECT LIABILITY PERIOD.</b></p>	
05.	<b>SECURITY DEPOSIT</b>	<b>5% (FIVE) OF CONTRACT VALUE.</b> SECURITY DEPOSIT WILL BE DEDUCTED FROM EACH CERTIFIED R/A BILL VALUE. SECURITY DEPOSIT WILL BE RETAINED UPTO COMPLETION OF MAINTENANCE/DEFECT LIABILITY PERIOD.	
06.	<b>PERFORMANCE BANK GUARANTEE (PBG)</b>	<p>SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT A PERFORMANCE BANK GUARANTEE (FORMAT WILL BE PROVIDED LATER TO THE SUCCESSFUL BIDDER) <b>AMOUNTING TO 5% (FIVE PERCENT) OF THE TOTAL CONTRACT VALUE</b>, ISSUED BY ANY NATIONALISED BANK OR SCHEDULED BANK OF INDIA WITHIN 15 (FIFTEEN) DAYS OF RECEIPT OF LETTER OF INTENT (LOI).</p> <p>THE PERFORMANCE BANK GUARANTEE SHALL REMAIN VALID UP TO THE END OF MAINTENANCE/DEFECT LIABILITY PERIOD PLUS 60 (SIXTY) DAYS OF CLAIM PERIOD.</p>	
07.	<b>MODE OF SUBMISSION</b>	ONLINE THROUGH E-PROCUREMENT SYSTEM IN CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . <b>ONLY EMD &amp; COST OF TENDER, AS PHYSICAL INSTRUMENT, ARE TO BE SUBMITTED AT BBJ'S HEAD OFFICE</b> BEFORE OPENING DATE OF TECHNICAL BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED ONLY IN CPP'S WEBSITE & BBJ'S WEBSITE AND NOT TO BE PUBLISHED IN ANY NEWSPAPER.	
08.	<b>DATE &amp; TIME SCHEDULE:</b>	DATE OF PUBLISHING OF TENDER DOCUMENT	<b>26.10.2017</b>
		DOCUMENT DOWNLOAD START DATE	<b>26.10.2017 - 10:00 HRS</b>
		START DATE OF UPLOADING OF e-BID	<b>20.11.2017 - 10:00 HRS</b>
		END DATE FOR UPLOADING OF e-BID	<b>25.11.2017 - 15:00 HRS</b>
		DATE OF OPENING OF TECHNICAL e-BID	<b>27.11.2017 - 15:00 HRS</b>
		DATE OF OPENING OF FINANCIAL BID	<b>To be notified later</b>

(A. NEOGI) / DGM(P-V)TENDERERPage 1 of 17BBJ

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**INSTRUCTION TO BIDDERS**

**IB-1**

01.	<b><u>Registration of Contractor:</u></b> 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 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
02.	<b><u>Digital Signature certificate (DSC)</u></b> 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 website ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.
03.	<b><u>ELIGIBILITY CRITERIA:</u></b> <b>A). Average Audited Annual Financial Turnover</b> during the <b>last 3 (three) years</b> , ending 31.03.2017, should be <b>at least Rs. 95.79 Lac</b> (Rupees Ninety five Lac and Seventy nine Thousand). If Annual Account for 2016-17 is not audited before submission of bid, then Chartered Accountant's (signed with his registration no.) certificate showing Annual Turnover for 2016-17 of your organization to be submitted online in CPP's portal. <b>B). Experience of having successfully completed similar works during last 7 (seven) year ending last day of month previous to the one in which tender are invited should be either of the following:-</b> a) Three (3) similar completed works costing not less than the amount equal to Rs. 127.72 Lac (Rupees One Twenty seven Lac and Seventy two Thousand) <b>OR</b> b) Two (2) similar completed works costing <b>not less than</b> the amount equal to Rs. 159.65 Lac (Rupees One Fifty Nine Lac and Sixty five Thousand) <b>OR</b> c) One (1) similar completed works costing <b>not less than</b> the amount equal to Rs. 255.44 Lac (Rupees Two Fifty five Lac and Forty four Thousand). <b>Note: "Similar Work" means Sand/Grit blasting, metalizing and painting work in steel structure at project site.</b>
04.	<b><u>SUBMISSION OF e-BID:</u></b> Tenders to be submitted online in CPP's Portal in <b>two parts:</b>
(A)	<b><u>TECHNO- COMMERCIAL e-BID:</u></b> THE Techno-commercial bid will consist of the following:
i.	<b><u>Experience certificate</u></b> pertaining to job of Similar Work, as stated in the eligibility criteria at point no. 03(B) above. Copy of relevant document / Work Order / Job completion certificate from clients duly signed & stamped in each pages proving your past experience to be submitted online in CPP's Portal.
ii.	<b><u>Copy of the following documents duly signed &amp; with official stamped:-</u></b> a) Copy of PAN along with Income Tax Return (ITR) for last three (03) years ending as on 31.03.2017; b) Copy of Good & Service Tax registration Certificate; c) Copy of Provident Fund & ESI Registration Certificate; d) Copy of Audited Annual Accounts (Profit & Loss account and Balance sheet) for last three (3) years ending as on 31.03.2017 to be submitted in support of eligibility criteria [point no. 03(A)]; e) Copy of NSIC certificate, if claiming exemption from submission of EMD & Cost of tender amount; f) Submission of tender document (except price part) to CPP's portal duly signed & stamped in each pages;
iii.	<b>Earnest Money Deposit of Rs 5,00,000.00</b> (Rupees Five Lac only) in the form of Demand Draft or Pay order in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at 'Kolkata'. <b>EMD, as physical instrument, is to be submitted to BBJ's Head office before opening date of Techno-Commercial e-bid.</b>
iv.	<b>Cost of Tender Document (Non-Refundable) Rs.2,500/-</b> (Rupees Two Thousand Five Hundred only) in the form of Demand Draft or Pay order in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at 'Kolkata'. <b>Cost of tender, as physical instrument, is to be submitted to BBJ's Head office before opening date of Techno-Commercial e-bid.</b>

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**INSTRUCTION TO BIDDERS**

**IB-2**

vi.	<p>Scanned copy of the EMD, Cost of tender and other document, as stated above, <u>are to be uploaded in CPPP portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>)</u>.</p> <p><u>Only EMD &amp; Cost of tender in physical instrument</u> are to be submitted in BBJ's Head office by a sealed envelop addressing to The DGM(P-V), The Braithwaite Burn &amp; Jessop Construction Company Limited at 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA-700001, before opening of Techno-Commercial e-bid.</p>
(B)	<p><b><u>PRICE e-Bid:-</u></b></p> <p>Properly filled up Bill of Quantities (BOQ) is to be uploaded in CPP's portal only.</p> <p>Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ. <b>HSN/SAC code must be provided against the BOQ items.</b></p>
05.	<p><b>Conditional tenders</b> shall be straightway rejected and no additional clause will be entertained.</p>
06.	<p>BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of work into more than one agency in the ratio of 60%:40% between L1 &amp; L2 bidders respectively provided L2 bidder accepts L1 rate, without assigning any reason whatsoever. No claim will be entertained on account of this.</p>
07.	<p><b><u>VALIDITY OF TENDER –</u></b></p> <p><b>90 (Ninety) days</b> from the date of opening of tender or for a further period if mutually accepted.</p>

(A. NEOGI)  
DGM(P-V)

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**SCOPE OF WORK**

<b>1.</b>	<b>JOB CONTENT: (IN GENERAL, BUT MAY NOT BE LIMITED TO)</b>
<b>(A)</b>	<b>SAND BLASTING, METALLISING AND PAINTING (PAINT WILL BE SUPPLIED AT FREE OF COST) FOR FABRICATED STEEL WORK FOR MANIPUR PROJECT AT MUNGER BRIDGE SITE, BIHAR</b>
	The job to be carried out in accordance to the BOQ and as advised by our site-in-charge and also consists of the followings:
<b>(i)</b>	Establishing Sub-contractor's own Site Office, Store & Security arrangement at site duly approved by Engineer-In-Charge of BBJ. Making necessary arrangement at site to ensure all safety and security of site personnel, Plant & Machineries, material etc.
<b>(ii)</b>	Receipt of fabricated members from BBJ at Metallising /Painting Yard and laying / stacking the items properly & safely.
<b>(iii)</b>	Sand Blasting, Metallising and Painting as per requirement and as per technical specification.
<b>(iv)</b>	Marking on the members as per instructions of Engineer-In-Charge of BBJ.
<b>(v)</b>	To undertake all testing as specified in the Technical Specification of this tender document.
<b>(vi)</b>	Arranging necessary inspection and getting the subject work approved by BBJ / N. F. RAILWAY or their Authorised Representative.
<b>(vii)</b>	All cost and expenses incidental to pre-tender site-visit, pre-award discussion with BBJ shall be to the account of the tenderer & BBJ shall bear no liability on such cost expenses.
<b>(viii)</b>	During sand blasting the surface to be thoroughly cleaned & roughened by compressed air with suitable abrasive material & grade of blasting confirming to IS-9954.
<b>(ix)</b>	Handling of girder to be done by sub-contractor.
<b>(B)</b>	<b><u>SCOPE OF SUPPLY OF THE SUB-CONTRACTOR</u></b> <b>(TO BE INCLUDED IN THE QUOTED PRICE)</b>
<b>(i)</b>	All labours, tools and tackles, materials ( <b>except Paints</b> ) required for execution of the subject work as mentioned in BOQ;
<b>(ii)</b>	Execution and Supervision for the subject work.
<b>(iii)</b>	Materials ( <b>except Paints</b> ) as per enclosed technical specification are to be procured from manufacturers approved by BBJ/N. F. RAILWAY and no claim will be entertained in this account.
<b>(iv)</b>	Supplying all consumables like spray gun, paint brush etc., whatsoever required for proper execution of the work.
<b>(v)</b>	Supply of Aluminium wire, sand etc. as per technical specification;
<b>(vi)</b>	Supplying Fuel, Lubricant, LPG, Oxygen etc. to run the Plant and Machineries (except Hydra Crane/suitable crane) and other works.
<b>(vii)</b>	Supplying Manufacturer's Test Certificates for metallising wire.
<b>(viii)</b>	Providing thickness measuring gauge as specified in Technical Specification of this tender document.
<b>(C)</b>	<b><u>SCOPE OF SUPPLY OF BBJ: (FREE SUPPLY BY BBJ TO SUB-CONTRACTOR FOR THE JOB)</u></b>
<b>(i)</b>	Suitable land, near Munger project site at Bihar, if available, will be provided to set up sub-contractor's metallising / painting yard.
<b>(ii)</b>	Land near project site, if available, will be provided to the sub-contractor for setting up his site office/store.
<b>(iii)</b>	Land near project site, if available, will be provided for accommodation of sub-contractor's labour.
<b>(iv)</b>	For Handling of Girders at project site, Hydra Crane/suitable crane (including Fuel, Lubricant, Crane operator) will be provided by BBJ.
<b>(v)</b>	All <b>PAINTS</b> .

## **TECHNICAL SPECIFICATION**

## **TS-1**

### **1.0 PAINTING**

Specifications for metallising and painting of bridge girders shall be as per IRS:B1-2001.

#### **1.1 SURFACE PREPARATION (FOR ALL TYPES OF PAINTING & METALLISING)**

Surface of all components/members of the superstructure shall be prepared as per following provisions before application of first coat of paint/primer or before Metallising.

- (i) The surface should be clean, dry and free from contaminants and it should be rough enough to ensure adhesion of the paint film. However it should not be so rough that the film cannot cover the surface peaks.
- (ii) The cleaning of the surface shall be done initially with the use of emery paper, wire brushes, scrapers etc. for spot cleaning to remove rust scale etc. Subsequently, sand blasting of the surface shall be done to remove rust, mill scale along with some of the base metal. This will be achieved by high velocity impact of abrasive material against the surface in accordance with the relevant codal provision, which will also create a base for good adhesion. The abrasive material once use for cleaning heavily contaminated surface can be reused re-screened. Washed salt free angular silica sand of mesh size 12 to 30 with a minimum of 40% retained on a 20 mesh screen shall be used for blasting. The material specifications and other requirements shall be as provided in Indian Railways Bridge Manual, 1998.
- (iii) Technical specification of RDSO & N.F. RAILWAY may be collected from BBJ's H.O.

#### **1.2 Metallising and Painting of Steel structure of the Bridge:-**

1. All the components of girders shall be metalized as per IRS specifications.
2. The sprayed coating shall be applied as soon as possible after surface preparation. The wire method shall be used for the purpose of metallising, the diameter of the wire being 3mm or 5mm as per approved by Engineer.
3. The composition of the aluminium to sprayed shall be in accordance with BS:1475, material 1-B(99.5%) aluminium otherwise as per IS:739 and IS:2590. However, the selection of metal for spraying i.e. Zinc or aluminium shall be subject to final approval by the Engineer.
4. Specification thickness of coating shall be applied in multiple layers and in no case less than 2 passes of the metal spraying unit shall be made over every part of the surface. The surface after spraying shall be free from uncoated parts of lumps of loosely spattered metal.
5. At least one layer of the coating must be applied within four hours of blasting and the surface must be completely coated to the specified thickness within 8 hours of blasting.
6. Minimum thickness of metal coating applied shall be 110 microns and average thickness shall be 150 microns. The metal coating shall be checked for thickness by approved magnetic thickness measuring gauge. At least one reading for each sqm of area painted shall be taken. The calibration of the gauge shall be checked against a standard of similar thickness within an accuracy of 10%.
7. For measurement of dry film thickness, following instruments may be used by the contractor. Dry film thickness is to be measured as described in Appendix-VII of IRS B1-2001.
  - (a) Electronic coating thickness gauge.
  - (b) Elcometer (magnetic thickness gauge) Dial type.
  - (c) Surface profile gauge.

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**TECHNICAL SPECIFICATION**

**TS-2**

8. Any oil, grease or other contaminates should be removed by thorough washing with suitable thinner until no visible traces exist and the surfaces should be allowed to dry thoroughly before application of paint. The coatings may be applied by brush or spray. If sprayed, pressure type spray guns must be used. One coat of etch primer to IS:5666 shall be applied first. After 4 to 6 hours or the application of the etch primer, one coat of Zinc chrome primer to IS:104 with the additional provision that Zinc chrome to be used in the manufacture of primer shall conform to type 2 of IS:51 shall be applied.
9. The third coat shall be by Aluminium paint conforming to IS:2339. The girder parts shall be dispatched to site after the third coat (i.e. first finishing coat or cover coat).

**1.3 Painting of other components/parts of Girders**

Protective coatings by paintings as per following painting schedule may be applied with the approval of the Engineer:-

- a) **Primer Coat** : One coat of Etch primer as per IS Code IS:5666 followed by one coat of ready mixed zinc chromate primer as per IS:104;
- b) **Finishing Coat**: One coats of Aluminium paint as per IS:2339 shall be applied over the primer coats.

**1.4 Inspection:**

- 1.4.1 **Adhesion**: The sprayed metal coating shall be subjected to an adhesion test using the method described in IRS BI-2001. If any part of the coating between the lines breaks away from the base metal, it shall be deemed to have failed the test.

**1.5 Painting – General Instructions:**

- (i) Painting shall not be commenced till the surface preparation has been approved by the BBJ's representative or inspecting officer.
- (ii) Sealed container of paint of approved brand shall be used. The paint drum must be rolled, turned upside down and shaken before opening. The paint must be stirred well before use. Over stirring which results in invisible air bubbles etc, shall be avoided.
- (iii) Where brush painting is accepted, the paint must be applied by means of flat brushed not more than 75mm in width having soft flexible bristles conforming to IS:384.
- (iv) Round and oval brushes of approved quality conforming to IS:487 may also be used as per the instructions of the Engineer or his representative or inspecting officer.
- (v) All new brushes should be soaked in raw linseed oil conforming to IS:77 for at least 24 hours before use.
- (vi) A little blue paint shall be added, in the first coat of aluminium paint to distinguish it from second coat. For paints of other colours for final and finishing two coats, suitable pigment shall be used as per instruction of the Engineer, to distinguish the first coat from the second coat.
- (vii) The date of painting shall be marked with paint of the member.
- (viii) Each coat of paint shall be left dry till it sufficiently hardness before the subsequent coat is applied. Each coat of paint shall be inspected by the Engineer or inspecting officer and certified as satisfactory before applying subsequent coat.

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**SPECIAL CONDITION OF THE CONTRACT**

**SCC-1**

01.	<b><u>JOB CONTENT:</u></b> Sand blasting, Metallising and Painting for fabricated steel work for Manipur project at Munger Bridge site, Bihar as per technical specification.
02.	<b><u>DRAWINGS &amp; SPECIFICATIONS:</u></b> B.B.J. reserves the right to alter/modify the design/drawing/specification to suit to their condition. If due to change in design/drawing/specification, there is any increase/decrease in items/quantities or both, payment will be made only for actual quantity of blasting, Metallising, Painting work done and certified by BBJ and/or N. F. Railway and/or their authorised representative.
03.	<b><u>DATE OF COMMENCEMENT:</u></b> The date of commencement will be considered from the date of acceptance of <b>LETTER OF INTENT (LOI)</b> issued by BBJ.
04.	<b><u>COMPLETION PERIOD:</u></b> <b>Six (06) months</b> including <b>Monsoon season</b> from the date of acceptance of our Letter of Intent (LOI).
05.	<b><u>DELIVERY SCHEDULE:</u></b>
a)	The Sub-Contractor has to start mobilizing Plant, Machinery, Manpower including setting up of Office, Store at the site in such a manner that blasting, metallising and painting <b><u>work can be started at site after 7 (Seven) days</u></b> from the date of acceptance of LETTER OF INTENT (LOI).
b)	The Blasting, metallising and painting work is to be completed in all respect within a time frame of <b>06 (Six) months including monsoon</b> from the date of acceptance of our Letter of Intent (LOI). This includes the Mobilization Period.
06.	<b><u>MILESTONE DATES:</u></b> Mobilization as specified to be completed <b><u>within 7 (Seven) days</u></b> from the date of acceptance of our LETTER OF INTENT (LOI).
07.	<b><u>PROGRAMME &amp; PROGRESS:</u></b>
a)	Within 7 (seven) days from the date of acceptance of LoI, the Sub-Contractor has to submit a detailed programme with deployment schedule of Man, Machine, material etc. to complete the job within the scheduled time frame and get it approved from BBJ. This approved schedule will constitute the base programme.
b)	After ending of every week, the Sub-Contractor has to submit to Site-In-Charge of BBJ, a detail progress report in comparison to the base programme and also the proposal to overcome the shortfall from the targeted production programme, if any.
c)	In this context, it may be noted that in case it is required to arrange additional resources to make good the backlog and adhere to time limit of base programme, the Sub-Contractor has to arrange the same without any extra cost to BBJ.
08.	<b><u>INSPECTION &amp; TESTING:</u></b>
a)	Inspection of Work will be done by BBJ and/or N.F. Railway and/or their authorised representative and the Sub-Contractor is required to get the work passed through BBJ / N. F. Railway / their Authorised representative.
b)	The metal coating shall be checked for thickness by an approved measuring gauge.
c)	The calibration of gauge should be checked against a standard of similar thickness with an accuracy of 10 percent.
09.	<b><u>TECHNICAL SPECIFICATIONS:</u></b> As per IRS CODE B1-2001 (LATEST ALTERATION) and as per specification enclosed.
10.	<b><u>MEASUREMENT:</u></b> The quantity of work done which is duly certified by N.F. Railway shall only qualify for payment.

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**SPECIAL CONDITION OF THE CONTRACT**

**SCC-2**

11.	<b><u>EARNEST MONEY DEPOSIT (EMD):</u></b> The Earnest Money deposit of the successful bidder shall be retained towards part of the initial Security Deposit to facilitate the due and faithful fulfilment of the contract up to completion of Maintenance / Defect Liability period, without any interest. EMD of the unsuccessful tenderer will be returned after finalization of the order, without any interest.
12.	<b><u>SECURITY DEPOSIT:</u></b>
a)	The Earnest Money deposit of the successful bidder shall be converted to initial Security Deposit.
b)	An amount equal to <b>5% (five percent) of the certified bill value</b> from each R/A bill, after adjusting EMD amount as initial Security Deposit, will be deducted and retained as Security Deposit which will be released after completion of Defect Liability period, without any interest.
c)	The Security Deposit deducted from the R.A. bills including initial Security Deposit may be released against submission of Bank Guarantee of equivalent amount from any Nationalized Bank or Schedule Bank within India after handing over the bridge to N.F. Railway. The Bank Guarantee will be valid till end period of the Maintenance /Defect Liability period.
d)	Being determined or rescinded under any provision of the contract, <b>Security Deposit including EMD shall be forfeited and encashed</b> in full and shall be absolutely at the disposal of BBJ.
13.	<b><u>R. A. BILLS:</u></b> R.A. Bills will be submitted monthly along with Inspection Certificates and other relevant Documents.
14.	<b><u>SUBMISSION &amp; PAYMENT OF BILLS:</u></b> All the bills as mentioned above are to be submitted at Site and the payments will be made from BBJ's Head Office at Kolkata. No interest charges for delay in payments, if any, shall be entertained by BBJ.
15.	<b><u>PAYMENT TERMS:</u></b>
(a)	<b>95% (Ninety five) against each R/A bill within 30 (thirty) days from the date of submission of clear bill, duly certified by Site-In-Charge of BBJ, Munger Bridge Site along with relevant Inspection Certificates from N. F. Railway, subject to receipt of corresponding payment against the said work from N.F. Railway.</b>
(b)	The quantity of work done which is duly certified by N.F. Railway shall only qualify for payment after receipt of corresponding payment against the said certified work from N.F. Railway.
16.	<b><u>PRICE VARIATION:</u></b> This is a fixed rate contract and no price variation / adjustment on any account is admissible during the tenure of the contract including extended time, if any, granted by BBJ. <b>PRICE SHALL REMAIN FIRM FOR THE ENTIRE DURATION OF THE WORK.</b>
17.	<b><u>TAXES &amp; DUTIES:</u></b> The sub-contractor shall exclusively be 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 & regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by BBJ in respect of any duties/taxes to be imposed on procurement of materials for execution of contract.  The work will be executed at Munger bridge site, Bihar. Hence, the successful bidder must get themselves registered with appropriate Tax Authorities prior to start of work.
18.	<b><u>GOODS AND SERVICE TAX (GST):</u></b> Without prejudice to stipulation in the Contract, the <b>quoted price shall be exclusive of Goods and Service Tax</b> . The GST as legally leviable & payable by the bidder under the provisions of applicable law/act shall be paid extra by BBJ as per bidder's bill. <b>Bidder shall quote their rate after considering the input tax credit on their input materials and services.</b> HSN/SAC code must be provided in BOQ.  The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). <b>Bid without GST number shall be cancelled.</b>



**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

(A Government of India Enterprises)

eNIT/DGM(P-V)/Metallising/Painting/2140/3121/R1/72-2017

Dated: 25.10.2017

**SPECIAL CONDITION OF THE CONTRACT**

**SCC-3**

18.	<p><b><u>GOODS AND SERVICE TAX (GST):</u></b></p> <p>At present no GST-TDS is applicable. If the same is applicable in future, 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 <u>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.</u></p> <p>Bidder shall raise their tax invoice in regular interval as per contract condition and <b><u>uploaded their supply invoice in GSTN Portal through GSTR-1 return with 10<sup>th</sup> of next month.</u></b> Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.</p> <p>BBJ shall deduct the any other tax from the Contractor's bill at the rate as applicable as per rules framed by concerned Govt./ Local bodies from time to time and remit it to concerned department and shall issue a certificate regarding Tax/Duties/Levies so deducted on demand to the Contractor.</p>
19.	<p><b><u>NEW LEVIES / TAXES:</u></b></p> <p>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.</p>
20.	<p><b><u>TIME EXTENSION:</u></b></p> <p>If there is delay for reasons not attributable to the Sub-Contractor, BBJ, upon receipt of written request from the Sub-Contractor may extend the Milestone/Completion time as suitable and fit reasonable to BBJ, subject to receipt of such extension from N.F. Railway. No extra claim (including escalation) of Sub-Contractor will be entertained in such cases of time extension being granted.</p>
21.	<p><b><u>CLAIM/ EXTRA WORKS:</u></b></p>
a)	No claim will be tenable in case there is delay in providing services by BBJ.
b)	In case any extra works are to be carried out by the Sub-Contractor as per instructions of Site-In-Charge of BBJ, the rate of the same will be derived as follows:-
i)	From the rate of the existing similar items;
ii)	In case no similar items are available in the contract, from existing market cost followed by an overhead and profit of 10%.
iii)	However, BBJ's decision for the above will be final and binding on the Sub-Contractor in this regard.
22.	<p><b><u>IDLE CHARGES:</u></b> No idle charges for Labour, Plant, and Establishment etc. is tenable under this contract for whatsoever the reasons be.</p>
23.	<p><b><u>SUB-LETTING:</u></b> The Sub-contractor shall not sub-let whole or any part of the job as detailed in the Scope of Work of this tender document. In case it is felt absolutely necessary, the same may be allowed subject to prior written approval from Engineer-In-Charge of BBJ.</p>
24.	<p><b><u>LIQUIDATED DAMAGE:</u></b></p>
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 <u>for the reasons not attributable to the contractor</u> , BBJ may, if satisfied, allow the contractor to complete the work for further extension of time without impose LD.
c)	If the contractor fails to complete the works within the time as specified in the contract <u>for the reasons attributable to the contractor</u> , BBJ allow, if satisfied that the works can be completed within reasonable short time thereafter, the contractor for further extension of time. On such extension, BBJ will recover from the bills of contractor, as agreed damages, a <b><u>sum equivalent to ½ (half) of 1%</u></b> of the contract value per week or part of the week of any supplied equipments/services not delivered within stipulated time period or total order value, where part delivery is of no use to the purchaser, subject to maximum limit of 10% for contract value upto 2 (two) lakh and <b><u>5% for contract value above 2 (two) lakh.</u></b>

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

(A Government of India Enterprises)

eNIT/DGM(P-V)/Metallising/Painting/2140/3121/R1/72-2017

Dated: 25.10.2017

**SPECIAL CONDITION OF THE CONTRACT**

**SCC-4**

d)	For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order / contract agreement issued.
e)	Provided further, that if BBJ is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, BBJ shall be entitled to forfeit the contractor's Security Deposit and encash Performance Bank guarantee and also rescind the contract, whether or not actual damage is caused by such default.
25.	<b><u>MAINTENANCE/DEFECT LIABILITY PERIOD:</u></b> "PERIOD OF MAINTENANCE" shall mean the specified period of 06 (Six) months maintenance period from the date of completion of the Works certified by the Engineer-In-Charge of BBJ.
26.	<b><u>ARBITRATION:</u></b> (a) In the case of dispute arising between the Employer and Contractor related to any matter arising out of or connected with this Contract, such dispute shall be referred to the Arbitral Tribunal consisting of 03 (three) arbitrators, one each to be appointed by the Employer and sub-Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrators, upon the request of either or both parties, the presiding arbitrator shall be appointed by the President, Institution of Permanent Way Engineers (India), New Delhi. The Indian Arbitration and Conciliation Act, 1996 the rules there under and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings; The proceedings of Arbitration shall be at per with the Arbitration and Conciliation Act 1996 as amended up to date. Jurisdiction of the matter shall be within the appropriate Courts of Kolkata. Acceptance of Order/ LOI of the concerned agency shall be deemed to be the Free Consent given by party under the law towards execution of these covenants of contract under the Contract of Arbitration. (b) If one of the parties fails to appoint its arbitrators in pursuance of para (1) above, within 60 days after receipt of the notice of the appointment of its arbitrators by the other party, The President, Institution of Permanent Way Engineers, India, New Delhi shall appoint the Arbitrator. A certified order copy of The President, Institution of Permanent Way Engineers, India, New Delhi making such an appointment shall be furnished to both the parties. (c) <b>Arbitration proceedings shall be held at Kolkata, India</b> , and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the sub-contractor. The expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself. (e) All arbitration awards shall be in writing and shall state the reasons for the award.
27.	<b><u>TERMINATION OF CONTRACT</u></b> (a) If the Sub-Contractor persistently disregard the instructions of BBJ/N.F.RLY or whatever any of the providers of the contract and fails to adhere to the agreed program within stipulated period or failed to deploy competent or additional staff and labourers as required to complete the project, the site-in-charge / Project-in-charge of BBJ will serve a notice to the sub-Contractor in writing to that effect and if the Contractor does not <u>within seven (7) days</u> , 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 BBJ, the site-in-charge/Project-in-charge of BBJ shall be entitled, <u>after giving 48 hours' notice</u> in writing to the sub-contractor, to rescind the contract as a whole or in part (as specified in such notice) and in such case, i.e after expiry of 48 hours' notice, <u>a final termination notice</u> should be issued to the sub-contractor to rescind the contract <u>by forfeiting and by encashment of the sub-contractor's Security Deposit and Performance Bank guarantee</u> and also forfeiting any other dues pending with BBJ.

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

(A Government of India Enterprises)

eNIT/DGM(P-V)/Metallising/Painting/2140/3121/R1/72-2017

Dated: 25.10.2017

**SPECIAL CONDITION OF THE CONTRACT**

**SCC-5**

(b)	BBJ may get the balance work done by deploying other agency/agencies and in such case, additional cost, if incurred, shall be recovered from the default Sub-Contractor's bill and any other dues pending with BBJ in the name of defaulter.
(c)	The default sub-Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made by advances on account of or with a view to the execution of the works or the performance of the contract and sub-Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract.
(d)	The site-in-charge of BBJ or his Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the sub-contractor being entitled to any compensation for the use of and employment thereof or for wear and tear or destruction thereof.
28.	<b><u>PERFORMANCE BANK GUARANTEE (PBG):</u></b>
(a)	As security for proper and faithful fulfillment of the obligation under the order, the successful bidder is required to submit Performance Bank Guarantee (PBG) for an amount equivalent to <b>5% (Five percent) of the Total contract value</b> (inclusive of all taxes), <b>within 15 days of receipt of Letter of Intent (LoI)</b> , in form of irrevocable Bank Guarantee issued by any Nationalised Bank or Scheduled Bank (Format will be provided later to the successful bidder). <u>Performance Bank Guarantee (PBG) will be valid up to the end of Defect Liability period plus 60 days of claim period.</u>
(b)	Value of PBG to be submitted by the sub-contractor will not change for variation upto 25% (either increase or decrease) of the contract value. In case during the course of execution, contract value increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall have to be deposited by the sub-contractor.
(c)	Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without the risk & cost of the failed sub-contractor. The failed sub-contractor shall be debarred from participating in the tender for executing of the balance work. If the failed sub-contractor is a Joint Venture (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.
(d)	<b><u>BBJ will encash the Performance Bank Guarantee in the event of:</u></b> i) Being determined or rescinded under any provision of the contract, the Performance Bank Guarantee shall be forfeited and encashed in full and shall be absolutely at the disposal of BBJ. ii) Failure by the sub-contractor to extend the validity of the Performance Guarantee as per requirement of contract, in which event BBJ may claim the full amount of the Performance Guarantee. iii) Failure by the sub-contractor to pay BBJ any amount due, either as agreed by the sub-contractor or determined under any of the Clauses/Conditions of the contract, within 30 days of the service of notice to this effect by BBJ.
29.	<b><u>JURISDICTION OF COURT</u></b> The <b>Courts at Kolkata</b> shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
30.	<b><u>QUANTITY VARIATION:</u></b> The quantity, as mentioned in BOQ, is approximate. In the event of any reduction or increase of area/quantity, for any reason whatsoever, the sub-contractor shall not be entitled to any compensation, but the sub-contractor shall be paid only for the actual amount of work done.

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

(A Government of India Enterprises)

eNIT/DGM(P-V)/Metallising/Painting/2140/3121/R1/72-2017

Dated: 25.10.2017

**SPECIAL CONDITION OF THE CONTRACT**

**SCC-6**

<b>31.</b>	<b><u>FORCE MAJEURE:</u></b>
(a)	It means war, invasion, revolution, riots, sabotage, lockouts, strikes, work shutdowns imposed by Government Acts or Legislature or other authorities, Act of God, Epidemics, Fires, Earthquakes, Floods, Explosions, war or hostility, act of the public enemy, civil commotion or any other acts or events whatsoever which are beyond the control of the Sub-Contractor and which shall directly or indirectly prevent the execution of work, within the time specified in the agreement.
(b)	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 of the abovementioned event/s, notice of happening of any such eventuality is given, duly certified by the local Chamber of Commerce or statutory authorities, by either party to the other within 21 (twenty one) days of the date of occurrence thereof, neither party shall by reason 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.
(c)	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, <u>the decision of BBJ shall be final and conclusive</u> , provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its options, terminate the contract.
(d)	Provided also 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 equipments, 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 the Purchaser may deem fit except such equipment, as the Supplier may, with the concurrence of the Purchaser, elect to retain.
(e)	For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER nor SELLER shall be liable to pay extra costs, provided it is mutually established that Force Majeure Conditions did actually exist.

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DGM(P-V)

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

(A Government of India Enterprises)

eNIT/DGM(P-V)/Metallising/Painting/2140/3121/R1/72-2017

Dated: 25.10.2017

**PRE CONTRACT INTEGRITY PACT**

**PCIP-1**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2017, between on one hand, THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, Rajendra Nath Mukherjee Road, Kolkata – 700 001 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Sri \_\_\_\_\_ (Designation) (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute for this eNIT and the BIDDER/Seller is willing to offer/has offered the same and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment/contract at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government Office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of the BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

(A Government of India Enterprises)

eNIT/DGM(P-V)/Metallising/Painting/2140/3121/R1/72-2017

Dated: 25.10.2017

**PRE CONTRACT INTEGRITY PACT**

**PCIP-2**

**Commitments of the BIDDERS**

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government/the Company for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government/the Company.
- 3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or thorough any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any persons acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The terms 'relative' for this purpose would be as defined in the Companies Act 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

**4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

(A Government of India Enterprises)

eNIT/DGM(P-V)/Metallising/Painting/2140/3121/R1/72-2017

Dated: 25.10.2017

**PRE CONTRACT INTEGRITY PACT**

**PCIP-3**

**5. Earnest Money Deposit (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. 5,00,000/- (Rupees FIVE Lac only) as Earnest Money /security Deposit, with the BUYER through any of the following instruments :
- (i) 'Demand Draft' or 'Pay Order' in favour of "The Braithwaite Burn and Jessop Construction Company Limited." payable at "Kolkata".
  - (ii) A confirmed guarantee by an Indian Nationalised/Schedule Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument.
- 5.2 The Earnest Money/Security Deposit shall be valid upto Maintenance/Defect Liability Period or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER including warranty period, whichever is earlier.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Work Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

**6. Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank Of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the buyer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processed of the Government of India/the Company for a minimum period of five years which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

(A Government of India Enterprises)

eNIT/DGM(P-V)/Metallising/Painting/2140/3121/R1/72-2017

Dated: 25.10.2017

**PRE CONTRACT INTEGRITY PACT**

**PCIP-4**

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

**7. Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or sub-systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

**8.0 Independent Monitors**

8.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings amongst all the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Account of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of Jurisdiction**

This Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER.

**11. Other legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.



**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

(A Government of India Enterprises)

eNIT/DGM(P-V)/Metallising/Painting/2140/3121/R1/72-2017

Dated: 25.10.2017

**PRE CONTRACT INTEGRITY PACT**

**PCIP-5**

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 (five) years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the reminder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**BUYER**

Name of the Officer: \_\_\_\_\_

Designation: \_\_\_\_\_

**BIDDER**

Name of the Officer: \_\_\_\_\_

Designation: \_\_\_\_\_

**Witness**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Witness**

1. \_\_\_\_\_

2. \_\_\_\_\_

\* Provisions of these clauses would need to be amended and/or deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.