

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

eNIT/DGM(P-V)/ELASTOMERIC & GROOVED PADS/2147/3128/32-2018

DATED: 06.08.2018

(A Government of India Enterprise)

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

PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961

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e-NIT No.	eNIT/DGM(P-V)/ ELASTOMERIC & GROOVED PADS/ 2147/3128/32-2018	DATE	06.08.2018
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NOTICE INVITING e-TENDER

Tenders are invited online in CPP's portal from reputed Contractor /Supplier/Agencies for the following work:-

01.	NAME OF THE WORK	SUPPLY & TRANSPORTATION UP TO BRIDGE SITES NO 5A, 6, 17 & 24 NEAR KHARSIA, CHHATTISGARH (WITHIN 30KM RADIUS OF KHARSIA) OF ELASTOMERIC PADS AND GROOVED RUBBER PADS AS PER DRAWING NO. RDSO/T-5155 TO 5164 WITH LATEST ALTERATIONS, IF ANY AND DRAWING NO. BA/1636/R2, BA/1636/1/R2 WITH LATEST ALTERATION, IF ANY AND SPECIFICATIONS GIVEN THERE IN AND BBJ'S STRINGER DRAWING NO. 2147/30.5M/13 (REV-E) BASED ON RDSO DRAWING NO -B-17173 (ALT-1), AS COMPATIBLE WITH GIRDERS AS INDICATED IN THE SCOPE OF WORK OF THIS TENDERS, WITH SUPPLIER'S/ CONTRACTOR'S TOOLS, PLANTS, LABOUR ETC. COMPLETE IN ALL RESPECT.
02.	COMPLETION PERIOD	WITHIN 02 (TWO) MONTHS FROM THE DATE OF LETTER OF AWARD (LOA) OR PURCHASE ORDER.
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	Rs.1,000.00 (RUPEES ONE THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF " THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED " PAYABLE AT "KOLKATA". THIS IS NOT RETURNABLE TO THE BIDDERS. TENDER DOCUMENT WITHOUT COST OF TENDER SHALL BE REJECTED. MSME UNIT WITH VALID NSIC REGISTRATION (REGISTRATION SHOULD BE VALID ATLEAST UPTO TENDER VALIDITY PERIOD) FOR THE BOQ ITEM AND DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP ARE EXEMPTED FROM PROVIDING COST OF TENDER. COPY OF NSIC CERTIFICATE & UAM CERTIFICATE NEED TO SUBMIT INTO CPPP.
04.	EARNEST MONEY DEPOSIT	Rs.1,00,000.00 (RUPEES ONE LAKH ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF " THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED " PAYABLE AT "KOLKATA". TENDER WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. MSME UNIT WITH VALID NSIC REGISTRATION (REGISTRATION SHOULD BE VALID ATLEAST UPTO TENDER VALIDITY PERIOD) FOR THE BOQ ITEM AND DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP ARE EXEMPTED FROM PROVIDING EMD AMOUNT. COPY OF NSIC CERTIFICATE & UAM CERTIFICATE NEED TO SUBMIT INTO CPPP. EXISTING VENDORS MAY ADJUST EMD FROM THEIR PASSED BILL LAYING WITH BBJ PROVIDED THEY MUST MENTION THE PARTICULAR BILL REFERENCE FOR EMD ADJUSTMENT. EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO INITIAL SECURITY DEPOSIT. EMD AMOUNT OF UNSUCCESSFUL BIDDER WILL BE RETURNED AFTER FINALISATION OF ORDER.
05.	SECURITY DEPOSIT	5% (FIVE) OF CONTRACT VALUE. FOR SUCCESSFUL BIDDER, SECURITY DEPOSIT WILL BE DEDUCTED FROM EACH CERTIFIED RA BILL VALUE, AFTER ADJUSTING EMD AMOUNT AS INITIAL SECURITY DEPOSIT. SECURITY DEPOSIT WILL BE RETAINED UPTO COMPLETION OF MAINTENANCE/DEFECT LIABILITY PERIOD, WITHOUT PROVIDING ANY INTEREST.

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06.	PERFORMANCE BANK GUARANTEE (PBG)	SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT AN IRREVOCABLE PERFORMANCE BANK GUARANTEE (FORMAT WILL BE PROVIDED LATER) AMOUNTING TO 5% (FIVE PERCENT) OF THE TOTAL CONTRACT VALUE , ISSUED BY ANY NATIONALISED BANK OR SCHEDULED BANK OF INDIA WITHIN 15 (FIFTEEN) DAYS OF RECEIPT OF LETTER OF INTENT (LOI). THE PERFORMANCE BANK GUARANTEE SHALL REMAIN VALID UP TO THE END OF MAINTENANCE/DEFECT LIABILITY PERIOD PLUS 30 (THIRTY) DAYS OF CLAIM PERIOD.	
07.	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT SYSTEM IN CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT https://eprocure.gov.in/eprocure/app . ONLY EMD AMOUNT & COST OF TENDER FEES , AS PHYSICAL INSTRUMENT, ARE TO BE SUBMITTED AT BBJ'S HEAD OFFICE AT 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700001, WEST BENGAL, BEFORE OPENING DATE OF TECHNICAL e-BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPP'S WEBSITE AND BBJ'S WEBSITE, NOT TO BE PUBLISHED IN ANY NEWSPAPER.	
08.	DATE & TIME SCHEDULE	Date of Publishing e-NIT	06.08.2018
		Document download Start Date	06.08.2018 -15:00 HRS
		Start Date of uploading of bid document	14.08.2018 - 10:00 HRS
		End Date for uploading of bid document	20.08.2018 - 15:00 HRS
		Date of opening of Technical Bid	21.08.2018 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(A. NEOGI)
DGM(P-V)

INSTRUCTION TO BIDDERS**IB-1**

01.	<u>Registration of contractor :</u> Any bidder 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://eprocure.gov.in/eprocure/app
02.	<u>Digital Signature certificate (DSC)</u> Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. Details are available at website (https://eprocure.gov.in/eprocure/app) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.
03.	<u>ELIGIBILITY CRITERIA:</u>
(a)	Bidder should be an approved vendor of RDSO as per RDSO latest vendor directory for the BOQ items;
(b)	Bidder should have experience in manufacturing & supply of Elastomeric pad & Grooved Rubber Pad to Railways/Government organisations as per RDSO standard drawing;
04.	<u>SUBMISSION OF e-BID:</u> Tenders to be submitted online in CPP's Portal in two parts: (A) TECHNO-COMMERCIAL e-BID; (B) PRICE e-BID;
(A)	<u>TECHNO-COMMERCIAL e-BID:</u> THE Techno-commercial bid will consist of the following:
i.	Documentary evidence in support of eligibility criteria as per point no.03 above to be submitted into CPPP.
ii.	<u>Copy of the following documents duly signed & with official stamped:-</u> a) Copy of RSDO's approval letter / vendor directory. b) Copy of PAN along with Income Tax Return (ITR) for last three (03) years ending as on 31.03.17; c) Copy of Good & Service Tax (GST) registration certificate; HSN/SAC code must be provided. d) Copy of Audited Annual Accounts (Profit & Loss account and Balance sheet) for the last three (3) years ending as on 31.03.2017. e) Pre-Contract Integrity Pact duly signed with official stamp; f) The eNIT document duly signed with official stamp in each pages. g) Copy of document for "Person Legally Authorized" to enter into commitment on behalf of bidder.
iii.	<u>Earnest Money Deposit of Rs 1,00,000.00</u> (Rupees One Lakh only) in the form of Demand Draft or Pay order in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at 'Kolkata'. <u>EMD in physical instrument is to be submitted to BBJ's Head office before opening of Techno-Commercial e-bid.</u> For the successful bidder, this EMD will be converted into initial Security Deposit and will retain till completion of Maintenance/Defect Liability Period without levying any interest. EMD amount of unsuccessful bidder will be returned after finalisation of order.
iv.	<u>Cost of Tender Document (Non-Refundable) Rs.1,000.00</u> (Rupees One Thousand only) in the form of Demand Draft or Pay order in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at 'Kolkata'. <u>Cost of tender in physical instrument is to be submitted to BBJ's Head office before opening of Techno-Commercial e-bid. This is not returnable to the bidders.</u>
v.	Scanned copy of the EMD, Cost of tender and other document, as stated above, are to be uploaded in CPPP portal (https://eprocure.gov.in/eprocure/app) within the end date of uploading online. Only EMD & Cost of tender, as physical instrument, are to be submitted in BBJ's office addressing to The DGM(P-V), The Braithwaite Burn & Jessop Construction Company Limited at 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700 001, before opening date of Techno-Commercial e-bid.

INSTRUCTION TO BIDDERS**IB-2**

(B)	<p><u>PRICE e-Bid:</u> Properly filled up Bill of Quantities (BOQ) to be uploaded in CPP's website. Price bid of only those bidders will be opened whose Techno-commercial offers are found qualified and acceptable to BBJ.</p>										
05.	<p>Conditional tenders 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 supplier/Sub-contractor in the ratio of 60%:40% between L1 & L2 bidders (provided L2 bidder accepts L1 rate) respectively without assigning any reason whatsoever. No claim will be entertained on this.</p> <p>In case, scope of work is divided between three suppliers/Sub-contractors, the ratio will be 50%:30%:20% between L1:L2:L3 bidders, if and only if L2 & L3 bidders match the rate of L1 bidder.</p> <p>However, bidders/Sub-contractors will not have any claim towards reduction of such quantity from their scope of supply and such splitting of scope of work will be done at negotiated lowest accepted rate only as per sole discretion of BBJ.</p>										
07.	<p><u>LANGUAGE:</u> Bids and all accompanying document shall be in English. In case any accompanying documents are in other language, it shall be accompanied by an English translation. The English version shall prevail in matter of interpretation.</p>										
08.	<p><u>EXEMPTION FOR MICRO & SMALL ENTERPRISES:-</u></p> <p>i) Micro & Small Enterprises (MSE) units registered with National Small Industries Corporation (NSIC) will be given following benefits, subject to submission of UAM no. to CPP's portal:-</p> <p>a) Issue of Tender set free of cost i.e Cost of tender is NIL;</p> <p>b) Exemption from submission of Earnest Money Deposit (EMD);</p> <p>ii) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/service indicated under description of work/supplies/services & value up to which the firms are registered with NSIC). To obtain above benefits, firms should necessarily submit valid (valid at least up to this tender validity period) copy of the Registration Certificate issued by NSIC.</p> <p>iii) Firms in the process of obtaining NSIC Registration or renewal of previous NSIC Registration will not be considered for above benefits.</p>										
09.	<p>All expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the bidders & BBJ shall bear no liability whatsoever on such cost expenses.</p>										
10.	<p>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 bidder whom tender is not accepted shall not be entitled to claim any cost, charges or expenses incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ.</p>										
11.	<p>As the place of delivery is Chhattisgarh state, the successful bidder must get themselves registered with all tax and statutory authorities as per applicable laws of the respective States immediately on award of order and prior to start of work.</p>										
12.	<p><u>VALIDITY OF TENDER:</u> 90 (Ninety) days from the date of opening of tender or for a further period, if mutually accepted.</p>										
13.	<p>If any conflict occur between 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:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">1st : ORDER ;</td> <td style="width: 50%;">2nd : LETTER OF AWARD;</td> </tr> <tr> <td>3rd: NOTICE INVITING TENDER;</td> <td>4th: INSTRUCTIONS TO BIDDERS;</td> </tr> <tr> <td>5th: SCOPE OF WORK;</td> <td>6th: SPECIAL CONDITIONS OF CONTRACT;</td> </tr> <tr> <td>7th: TECHNICAL SPECIFICATIONS;</td> <td>8th: DRAWINGS;</td> </tr> <tr> <td>9th: BILL OF QUANTITY;</td> <td></td> </tr> </table>	1 st : ORDER ;	2 nd : LETTER OF AWARD;	3 rd : NOTICE INVITING TENDER;	4 th : INSTRUCTIONS TO BIDDERS;	5 th : SCOPE OF WORK;	6 th : SPECIAL CONDITIONS OF CONTRACT;	7 th : TECHNICAL SPECIFICATIONS;	8 th : DRAWINGS;	9 th : BILL OF QUANTITY;	
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9 th : BILL OF QUANTITY;											

(A. NEOGI)

SCOPE OF WORK

Supply & transportation up to bridge sites no 5A, 6, 17 & 24 near Kharsia, Chhattisgarh (within 30KM radius of Kharsia) of **elastomeric pads and grooved rubber pads** as per drawing no. RDSO/T-5155 to 5164 with latest alterations, if any and drawing no. BA/1636/R2, BA/1636/1/R2 with latest alteration, if any and specifications given there in and BBJ's stringer drawing no. 2147/30.5M/13 (REV-E) based on RDSO's drawing no.-B-17173 (ALT-1), as compatible with girders as indicated in the scope of work of this tenders, with supplier's/ contractor's tools, plants, labour, etc. complete in all respect.

INDICATIVE LIST OF RUBBER FITTINGS

Sl. No.	DESCRIPTION	Drawing No.	Qty./Set
		52Kg/60Kg Rail	(Nos.)
1	Grooved Rubber Pad – 10mm Main Rail	T-5156	2
2	Grooved Rubber Pad – 6mm-Guard Rail	T-5163	4
3	Elastomeric Pad – (Between Sleeper and Grooved Pad Plate)	RDSO/B-1636/1-R, RDSO/2-R with latest ALT of size (F- 20) x 245 x 25/30mm F = 450mm to be considered	2

Note to Bill of Quantity (BOQ) / Price Schedule :

1. An **indicative list** of Rubber fitting with nos. is given above.
2. Procurement & supply of Elastomeric pad & grooved rubber pad/GRSP items shall be made by from RDSO approved vendors.
3. Inspection and testing of supplied items & clearance thereof should be done by RDSO at sub-contractor's place or any other place as specified by the supervisor/officer nominated by the Engineer-in-charge/IRCON. Sub-contractor shall make necessary arrangements for inspection at his workshop, at his own cost.
4. All inspection and testing charges shall be borne by the supplier/sub-contractor.
5. Sub-contractor shall have to submit copies of challan and bill for such procurement.
6. Materials shall be dispatched to site of work by the supplier in full sets.
7. Payment will be made only on submission of all test & passing certificates to BBJ.
8. All above rates are inclusive of all taxes & duties (except GST) & firm till the completion of contract.

SPECIAL CONDITIONS OF CONTRACT**SCC-1**

1.	<u>COMPLETION TIME:</u> Within 02 (Two) months from the date of Letter of Award (LoA) or Purchase Order.
2.	<u>DELIVERY PLACE:</u> Bridge sites no. 5A, 6, 17, 24 near Kharsia, Chhattisgarh (within 30KM radius of Kharsia)
3.	<u>EARNEST MONEY DEPOSIT (EMD) / SECURITY DEPOSIT:</u> a) EMD submitted by the successful bidder will be converted into initial security deposit. b) An amount equal to 5% (five percent) of the certified bill value from each RA bills, after adjusting EMD amount as initial security deposit, will retain as Security Deposit. c) Amount deducted as security deposit including EMD amount will be retained upto completion of Maintenance/Defect Liability period, without providing any interest;
4.	<u>PAYMENT:</u>
a)	90% (Ninety percent) of the certified bill value will be released within 30 (thirty) days on receipt of Elastomeric pad & Grooved rubber Pad at project sites and submission of cleared bill/Invoice with relevant challans duly certified by BBJ's Engineer/representative along with other necessary document.
b)	10% (Ten percent) of the certified bill value will be released within 30 days after fixing of Elastomeric pad & Grooved rubber Pad in position in all respect and submission of cleared bill/Invoice duly certified by BBJ's Engineer/representative OR 02 (two) months from the date of last consignment of Elastomeric pad & Grooved rubber Pad receipt at project site, whichever is earlier.
5.	<u>PERFORMANCE BANK GUARANTEE (PBG):</u>
a)	The successful bidder shall have to submit an irrevocable Performance Bank Guarantee (PBG) amounting to 5% (five percent) of the contract value from any Nationalized or Scheduled Bank in the prescribed format of BBJ (format will be provided to the successful bidder) within 15 (fifteen) days from the date of issue of Letter of Award (LOA). However any extension of time for submission of Performance Guarantee beyond of the specified days, on the basis of request of successful bidder, may be considered by the BBJ at its discretion upon approval of Competent Authority. On submission of the PBG, formal "Order" shall be issued. The PBG shall remain valid till end of Defect Liability Period plus 30 (thirty) days of claim period.
b)	In case the successful bidder (agency) fails to submit the requisite Performance Bank Guarantee (PBG) even after 15 days from the date of issue of LOA or within the extension period approved by Competent Authority, the same (LOA) shall be terminated. The failed bidder (agency) shall be debarred from participating in Re-Tender for that work and EMD shall be forfeited.
c)	The Performance Bank Guarantee shall be submitted by the successful bidder after the LOA has been issued, but before issue of Order. This PG shall be initially valid up to the stipulated date of completion of job plus 12 (twelve) months beyond that. In case, the time for completion of work gets extended, the successful bidder shall get the validity of PBG extended to cover such extended time for completion of work plus 12 months.
d)	The value of PBG to be submitted by the successful bidder will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Bank Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the successful bidder.

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

eNIT/DGM(P-V)/ELASTOMERIC & GROOVED PADS/2147/3128/32-2018

DATED: 06.08.2018

e)	The Performance Bank Guarantee (PBG) shall be released after physical completion of the work and after end of Defect Liability Period based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the Defect Liability Period/Maintenance period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.
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SPECIAL CONDITIONS OF CONTRACT**SCC-2**

f)	Whenever the contract is rescinded, due to failure of sub-contractor, the Security Deposit shall be forfeited and the Performance Bank Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the unsuccessful sub-contractor. The failed sub-contractor shall be debarred from participating in the tender for executing the balance work. If the failed sub-contractor is a Partnership firm/Joint venture, then every partner/ member of such a firm/JV shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner/member of any other partnership firm/ JV.
g)	BBJ shall make a claim under the Performance Bank Guarantee for which the BBJ is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:
i)	Failure by the successful bidder to extend the validity of the Performance Bank Guarantee as described herein above, in which event BBJ may claim the full amount of the Performance Bank Guarantee.
ii)	Failure by the successful bidder to pay BBJ any amount due, either as agreed by the sub-contractor or determined under any of the clauses/conditions of the agreement, within 30 days of the service of notice to this effect by BBJ.
iii)	In case, the contract being rescinded under provisions of any of the clauses/conditions of the agreement, the PBG shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.
6.	<u>MAINTENANCE / DEFECT LIABILITY PERIOD:</u>
a)	Work done by the Sub-contractor will be guaranteed by him against any material defect/fabrication defect noticed during defect liability period which is considered <u>12 (twelve) months from the date of last consignment of Elastomeric pad & Grooved rubber Pad/GRSP receipt at project site and acceptance by IRCON.</u> Any defect noticed within this period will be rectified by the sub-contractor free of cost including replacement of materials if required.
b)	Sub-contractor shall make good and remedy at his own expenses within such period as stipulated by BBJ, any defect which may develop or may be noticed before the expiry of Maintenance/Defect Liability period as specified above.
c)	In case sub-contractor fails to make adequate arrangements to rectify the defects within seven (7) days after receipt of Notice from BBJ, necessary arrangements will be made by BBJ to rectify the defects, without further Notice to the Sub-contractor and cost of such rectification shall be recovered from the amount & other dues of the Sub-contractor laying at BBJ.
7.	<u>TAXES & DUTIES:</u> The sub-contractor shall be <u>exclusively responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax)</u> that may be levied from time to time according to the laws & regulations now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by BBJ for any duties/taxes to be imposed on procurement of materials for execution of contract. 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.
8.	<u>GOODS AND SERVICE TAX (GST)</u>
a)	The quoted price shall be <u>exclusive of Goods and Service Tax.</u> 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. Bidder shall quote their rate after considering the input tax credit on their input materials and services. HSN/SAC code must be provided by the bidder.
b)	In this job, as transfer of property of goods is involved in connection with immovable property, GST under supply of services is applicable. The bidder shall get registered with the GST authorities and the

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eNIT/DGM(P-V)/ELASTOMERIC & GROOVED PADS/2147/3128/32-2018

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	registration certificate shall be submitted along the bid documents (techno commercial). Bid without GST number shall be cancelled.
c)	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 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.

SPECIAL CONDITIONS OF CONTRACT**SCC-3**

d)	Bidder shall raise their tax invoice in regular interval as per contract condition and <u>uploaded their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month</u> . Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.
9.	<u>PRICE VARIATION:</u> No price-variation of any kind will be allowed in this contract under any circumstances. Price shall remain firm for entire scope of work during the original and/or extended delivery period.
10.	<u>TERMINATION OF CONTRACT:</u>
a)	BBJ shall be at liberty to terminate the contract in full or part as would be applicable by issuing first seven (7) days and then Forty-eight (48) hours notice and get the work done by deploying other agency(ies). Additional cost, if incurred, shall be recovered from the supplier bill.
b)	In case of failure to complete the work as per requirement and within the stipulated completion period, BBJ reserves the right to cancel the order, either in part or full as the situation demands by encashment of Performance Bank Guarantee & forfeiture of security deposit of defaulted supplier.
11.	<u>LIQUIDATED DAMAGE (L.D.):</u>
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 Sub-contractor fails to complete the works within the time as specified in the contract <u>for the reasons not attributable to the Sub-contractor</u> , BBJ may, if satisfied, consider further extension of time without imposing Liquidated Damage to complete the work.
c)	If the Sub-contractor fails to complete the works within the time as specified in the contract <u>for the reasons attributable to the Sub-contractor</u> , BBJ may, if satisfied that the works can be completed within reasonable short time thereafter, consider further extension of time with imposing Liquidated Damage. On such extension, BBJ will recover from the bills of sub-contractor, as agreed damages, a sum equivalent to 0.5% (zero decimal five percent) of the contract value per week of delay or part of the week of any supplied equipments/services not delivered within stipulated time period or total order value in case where part delivery is of no use to the purchaser, subject to maximum limit of 5% (Five percent) for contract value .
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 sub-contractor and in the event of failure on the part of the sub-contractor to complete the work within further extension of time allowed as aforesaid, BBJ shall be entitled to encash the sub-contractor's Security Deposit and encash Performance Bank Guarantee and also rescind the contract, whether or not actual damage is caused by such default.
12.	<u>INSPECTION, TESTING CHARGE & TEST CERTIFICATES:-</u>
a)	Elastomeric pad & Grooved rubber Pad/GRSP items will be inspected by RDSO and used only after receive of RDSO inspection certification.
b)	Material shall be inspected by RDSO at sub-contractor's place or any other place as specified by supervisor/officer nominated by the Engineer-in-charge/IRCON. Sub-contractor shall make necessary arrangements for inspection at his own cost.
c)	All inspection and testing charges shall be borne by the supplier/sub-contractor.
13.	<u>ARBITRATION:</u>
a)	In the case of dispute arising between the Employer and Sub-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 BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

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	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 (thirty) 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 and amendment thereafter and the rules there under and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings;
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SPECIAL CONDITIONS OF CONTRACT

SCC-4

b)	If one of the parties fails to appoint its arbitrators in pursuance of para (a) 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 copy of The President, Institution of Permanent Way Engineers, India, New Delhi order, as the case may be, making such an appointment shall be furnished to both the parties.
c)	Arbitration proceedings shall be held at Kolkata, India, 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 arbitrator 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. However, 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.
14.	<u>CHANGE OF ORDERS:</u>
i)	BBJ may at any time by written order given to the Sub-contractor make changes within the scope of the contract in any one or more of the followings:-
a)	Designs or specifications where equipment to be furnished under the contract are to be specially manufactured.
b)	Method of transportation or packing.
c)	Place of delivery.
d)	Services to be provided by the supplier.
ii)	If any such change causes an increase or decrease in the cost and/or the time required for the execution of the contract, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.
15.	<u>SUB-LETTING:</u> 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.
16.	<u>JURISDICTION OF COURT:</u> The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
17.	<u>FORCE MAJEURE:</u> If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall 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. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

eNIT/DGM(P-V)/ELASTOMERIC & GROOVED PADS/2147/3128/32-2018

DATED: 06.08.2018

contract.

Provided that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable 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 BBJ may deem fit except such equipment, as the Supplier may, with the concurrence of the BBJ, elect to retain.