

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

eNIT/DGM(P-V)/BAU/RC/R1/44-2017

DATED: 19.06.2017

(A Government of India Enterprise)  
27, RAJENDRA NATH MUKHERJEE ROAD  
KOLKATA - 700 001 (WEST BENGAL)  
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**NOTICE INVITING E-TENDER [RISK & COST]**

**SUB: INVITATION OF RISK & COST TENDER FOR EXECUTION OF CONSTRUCTION OF BALANCE WORKS OF ADMINISTRATIVE BUILDING (BLOCK-III) & LECTURE THEATRE BUILDINGS AT SABOUR CAMPUS OF BIHAR AGRICULTURAL UNIVERSITY, SABOUR, BIHAR.**

1.0 Sealed tenders under **two part bid system** including the price bid on cost plus percentage basis indicating the project cost as percentage basis on Delhi Schedule of Rates-2007 (DSR-07) published by CPWD, Govt. of India, as per the 'format for price bid' as available at "BOQ" are invited for the following works;

A	TENDER NO.	<b>eNIT/DGM(P-V)/BAU/RC/R1/44-2017 Date: 19.06.2017</b>	
B	NAME OF WORK	Execution of balance works for construction of Administrative Building (Block-III), Lecture Theatre Building and Dairy Plant Building including Admn. Building at Sanjay Gandhi Institute of Dairy Technology (SGIDT), Patna campus of Bihar Agricultural University, Sabour, Bhagalpur (Bihar)	
C	COMPLETION PERIOD	<b>09 (Nine) Months</b>	
D	APPROX. VALUE OF THE WORK (TENDER VALUE)	<b>Rs.1,39,85,901/-</b> (Rupees one crore thirty nine lakh eighty five thousand nine hundred and one only)	
E	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	<b>Rs.1,000/-</b> (Rupees one thousand only) by Pay Order/ Demand Draft in favour of " <b>THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.</b> " payable at Kolkata. SSI units with NSIC registration are exempted from submitting tender fee.	
F	EARNEST MONEY DEPOSIT	<b>Rs.2,50,000/-</b> (Rupees two lakh fifty thousand only) by Pay Order/ Demand Draft in favour of " <b>THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.</b> " payable at Kolkata. SSI units with NSIC registration are exempted from submitting EMD.	
G	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
H	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	<b>20.06.2017</b>
		Document download Start Date	<b>20.06.2017 - 10:00 HRS</b>
		Start Date of uploading of bid document	<b>10.07.2017 - 10:00 HRS</b>
		End Date for uploading of bid document	<b>20.07.2017 - 15:00 HRS</b>
		Date of opening of Technical Bid	<b>21.07.2017 - 15:00 HRS</b>
		Date of opening of Financial Bid	<b>To be notified later</b>

2.0 The details of DSR-07 as published by CPWD, Govt. of India shall be considered for submission of offer. The items which are not included in DSR-07, market analyzed rates as per BOQ shall be considered for payment.

- 3.0 Only those who are technically and financially capable to execute the job and who fulfill the Qualifying Requirements (QR) given under are eligible to quote against the above NIT. Tenderers should submit their offer in sealed envelopes as per the procedure specified in the Annexure - 1 of the tender documents. The QR of contractor for tender submission shall be as under;

<b>Sl. No.</b>	<b>Name of the Building</b>	<b>Value of Balance Works (approx.) as per DSR-07</b>
1.	Construction of Administrative Building, Block – III	Rs.10,48,421.00
2.	Construction of Lecture Theatre Building	Rs.44,19,937.00
3.	Construction of Dairy Plant Bldg. including Admn. Bldg.	Rs.85,17,543.00
	<b>Total</b>	<b>Rs.1,39,85,901.00</b>

3.1 **Qualifying requirements:**

Vendors should either be a registered firm and should have a minimum average annual financial turnover of **Rs.41.96 lakh** in last 3 (three) financial years and should submit audited balance sheet and Profit & Loss Account for last three years ending 31.03.2016.

The contract shall be awarded to the technically qualified tenderer who tenders lowest price for the jobs based on DSR-07 (+) percentage (%) above/ below/ at-par basis only, based on their confirmation/ undertaking that they will accept market analyzed rate as per BOQ for the items which are not included in DSR-07.

- 3.2 Vendor should also have successfully executed similar job (ref. note below) during last seven years ending 31.03.2017 and should produce certification/ proof from user/ end user in support of execution similar work order which should be either of the following:

3.2.1 **Three similar executed works valuing not less than Rs.55.94 lakh each.**

OR

3.2.2 **Two similar executed works valuing not less than Rs.69.93 lakh each.**

OR

3.2.3 **One similar executed work valuing not less than Rs.111.89 lakh.**

- 3.3 Vendor should also have positive net-worth/earned profit in at least two years during last three financial years ending on 31.03.2016.

**Note: Similar job shall mean successfully executed civil works for miscellaneous infrastructure works such as Building, Auditorium, Hostel, Housing Project, Laboratory etc. and other similar infrastructural development projects.**

- 3.4 Earnest Money Deposit (EMD): Deposit of Earnest Money amounting to **Rs.2,50,000/-** (Rupees two lakh fifty thousand only) may be made in the form of Pay Order/ Demand Draft drawn in favour of "The Braithwaite Burn And Jessop Construction Co. Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the tenderer withdraws their offer within validity period of their offer or fails to undertake the contract after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected. **Physical Instrument towards EMD have to be submitted to this office prior opening of technical bid.**

EMD shall be refunded on the successful bidder's executing the Performance Guarantee as at Para 4.2. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

- 3.5 The relevant terms & conditions based on the agreement signed between BBJ and BAU (also binding on bidders) which are applicable for the tender are enclosed herewith at Annexure-2. The Bidder's undertaking to

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accept all contractual terms & conditions of BAU with BBJ to be communicated from time to time, terms & conditions as appearing at Annexure-2 and also in this Notice Inviting Tender, both techno-commercial and financial shall have to be submitted along with the bid.

- 3.6 Bidder shall give his explicit confirmation for acceptance of market analyzed rates for the items which are not included in DSR-07 and which are mentioned in BOQ.
- 3.7 Scope of Work/ Job Description: Construction of several buildings at SGIDT, Patna campus of Bihar Agricultural University (BAU), Sabour with tentative costs as under;

SI. No.	Name of the Building	Value of Balance Works (approx.) as per DSR-07
1.	Construction of Administrative Building, Block – III	Rs.10,48,421.00
2.	Construction of Lecture Theatre Building	Rs.44,19,937.00
3.	Construction of Dairy Plant Building including Admn. Building	Rs.85,17,543.00
	<b>Total</b>	<b>Rs.1,39,85,901.00</b>

Scope of work may increase or decrease depending upon BAU/ BBJ's requirement.

- 3.8 Terms of Payment (TOP): The contractor shall submit Running Account bill (RA Bill) on monthly basis upon which the BBJ shall settle within 30 (thirty) working days from the date of receipt of bill along with physical progress report/ documents duly verified by the Site Engineer, upon receipt of relevant payment from the Owner i.e. BAU.
- 3.9 The job description mentioned above, as well as, in the Annexure-3 is on indicative basis. Construction work shall have to be carried out as per approved Detailed Project Report (DPR)/Contract. If any change is required, the successful bidder shall have to agree to accept any increase/ decrease/ alternation in the job description/ scope of work with the corresponding changes in the value of order.
- 3.10 BBJ shall carry out monitoring, supervision and quality control as per provision of CPWD guidelines. BAU or any other agency after having authorized by BAU/ BBJ may function as 3<sup>rd</sup> party monitor for inspection, monitoring and quality control.

The 3rd party monitor shall conduct any such test in respect of materials, concrete, cement mortar and other structural materials, as may be necessary, to ensure quality control. Test reports shall be submitted by the contractors/ successful bidders at our site office. Successful bidders shall ensure carrying out the required number of tests for the relevant field, as per the CPWD guideline and submit the test report to our site officer as per the required frequency.

- 4.0 Taxes & Duties: The Contractor shall pay all taxes - present & future, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. The contractor should be a registered contractor under Service Tax/VAT (Sales/ Works/ Commercial/ Trade Tax or any other tax as applicable). The contractor should have to get the contract registered immediately after award of works as per rules and regulations of the concerned State Government. The contractor shall file regular return as per rules of the state and should provide all information to BBJ which is required for assessment of VAT/ Sales/ Works Tax of the concerned project. In case BBJ is forced to make any of such payments, BBJ shall recover the same from the contractor either from payments due to him or otherwise as deemed fit.
- 4.1 Defect liability: Defect(s) liability period shall be for a period of **12 (twelve) months** after execution of work and handing over the Project to BAU/ BBJ in ready to occupy condition.
- 4.2 Security Deposit & Performance Guarantee: The successful bidder shall furnish a performance guarantee from a Scheduled Bank to the extent of **10% (ten percent)** of the value of work as per the draft approved by BBJ, within 15 (fifteen) days from the date of receipt of order. The bank guarantee shall remain valid till end

of the defect liability period of one year after the execution and handing over the project to BAU. In lieu of Bank Guarantee, the equivalent amount in the form of Demand Draft/ Pay order drawn in favour of "The Braithwaite Burn And Jessop Construction Co. Ltd.", payable at Kolkata from a Scheduled Bank, should be deposited for the same purpose.

- 4.3 Mobilization Advance: Mobilization Advance @10% of the contract value will be admissible under this contract. Mobilization advance @ 5% of the contract value shall be released to the successful bidder immediately upon receipt of Bank Guarantee from a Nationalized Bank of equivalent amount as per the format approved by BBJ. Balance 5% will be released after receipt of necessary proof of receipt of necessary materials at site equivalent to the amount of advance payment already released and upon receipt of Bank Guarantee from a Nationalized Bank for equivalent amount.
- 4.3.1 Recovery of Mobilization Advance: Recovery of Mobilization Advance as per clause of Mobilization Advance at Para 4.3 shall be made by deductions from the contractor's each RA Bill @ 10% (ten percent) of the net billed amount, till the amount of mobilization advance is recovered.
- 4.4 Rights of BBJ; Penalty (Risk Purchase)/Liquidated Damages: Works shall be carried out as per relevant CPWD specifications. The successful bidder shall rectify any work found unsatisfactory and not conforming to the requirement, upon being served 15 (fifteen) days' notice in writing. In the event of successful bidder's failure to rectify the defects within a reasonable time, as may be fixed by BBJ and/or BAU, another agency may be engaged to carry out the said rectification work at the risk and cost of the successful bidder. In addition to above, BBJ also reserves to itself the following right in respect of this contract without entitling the contractor for any compensation.
- 4.4.1 To get the work done through another agency at the risk and cost of the Contractor, in the event of poor progress, or the contractor's inability to progress the work for completion as stipulated in the Contract, poor quality of work, persistent disregards of instructions of BBJ, assignment, transfer, subletting of the contracted work without written permission of BBJ, non-fulfillment of any contractual obligations etc. and to claim/recover compensation for such losses from the contractor including BBJ's supervision charges and overheads from Security Deposit/ Performance Guarantee/ other dues.
- 4.4.2 To withdraw any portion of work &/or to restrict/alter quantum of work as indicated in the contract during the progress of construction and get it done through other agency and/or by contractual labour to suit BBJ's commitment to its customer or in case BBJ decides to advance the date of completion period due to other emergent reasons/BBJ's obligations to its customer.
- 4.4.3 To terminate the contract after due notice and forfeit Security Deposit/ Performance Guarantee and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the events of:
- Contractor's continued poor progress.
  - Withdrawal from or abandonment of the work before completion of the work.
  - Corrupt or illegal act of the Contractor.
  - Insolvency of the Contractor
  - Persistent disregard of the instructions of BBJ.
  - Assignment, transfer, subletting of the contract work without BBJ's written permission.
  - Non-fulfillment of any contractual obligations.
- 4.4.4 To recover any moneys due from the Contractor, from any moneys due to the contractor under this or any other contract or from the Security Deposit.
- 4.4.5 To claim compensation for losses sustained including BBJ's supervision charges and overheads in case of termination of Contract and to levy Liquidated Damage/ Penalty for delay in completion of work @ 0.1% (zero point one percent) of the contract value per week of delay or part thereof subject to ceiling of 10% (ten percent) of the contract value.

- 4.5 Duration and Validation: Unless otherwise agreed upon, the covenants contained in the relevant contract shall be valid till the Project is completed and possession of the Project handed over to BAU and defect liability period of the contract is over. In case implementation time of the project gets extended, then all the provisions of this Purchase Order shall continue to operate until formally renewed/replaced or terminated.
- 4.6 Quotations received from bidders who do not fulfill the QR shall be summarily rejected without any further evaluation and information to bidders.
- 4.7 Following tender documents can be viewed from our website at [www.bbjconst.com](http://www.bbjconst.com) & e-Procurement website at <https://eprocure.gov.in/eprocure/app>
- 4.7.1 Notice Inviting Tender
- 4.7.2 Procedure for submission of sealed tenders is annexed at Annexure-1.
- 4.7.3 General terms & conditions as annexed at Annexure-2.
- 4.7.4 BOQ as annexed at Annexure-3.
- 4.7.5 Interested bidders shall have to download the complete tender documents from e-Procurement Portal during the aforementioned period and the cost of tender document (physical instrument) shall have to be submitted to this office prior opening of technical bid.
- 5.0 Important Notes;
- 5.1 BBJ reserves the right to:
- 5.1.1 Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- 5.1.2 Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- 5.1.3 Postpone or extend the above mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- 5.1.4 May ask for further qualification during techno commercial scrutiny of bids received.
- 5.1.5 BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- 5.1.6 BBJ shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- 5.1.7 Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 5.1.8 If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.
- 5.1.9 The job may be distributed to more than one bidder at the discretion of BBJ.
- 6.0 Offers should be strictly in accordance with the terms & conditions appearing in this Notice Inviting Tender.
- 7.0 The contractor shall give his explicit confirmation for acceptance of all the terms & conditions appearing in this Notice Inviting Tender as well as in Annexure-2 without any deviations. Contractor shall also give its explicit confirmation for acceptance of rates as per BOQ for non-scheduled items as per Para 3.6.
- 8.0 Clarifications, if any, can be obtained from Mr. Gautam Ray, Mgr.(Proj.)/ Mr. S. Nandi, GM(Mktg.) but such requests should be submitted at least before 15 days from the due date for submission of tenders. Due date for submission and opening of tenders will not be extended on such grounds.
- 9.0 Technical Bid will be opened/decrypted online at e-Procurement Portal. If required, technical discussions will be held with only those bidders who have taken any deviations. Bidders' representative may be present during technical bid opening and later for technical discussion, if required. The sealed price bids quoting total price for the work specified in this tender will be decrypted/ opened subsequently only for technically qualified bidders, after Technical Bids of all the Tenderers which have been evaluated and freezed. Bidders should quote their most competitive prices as there may not be any price negotiation. However, if felt necessary by BBJ, price negotiation with lowest bidder (L-1) or offering of counter offers to other bidder(s), depending upon the situation may be exercised by BBJ. Conditional offers or with deviations are likely to be rejected. The company

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shall decide L1 (lowest) bidder based on the rates quoted on the basis of DSR-07 plus percentage (%) above/ below/ at-par basis for the aforesaid work. It is also based on the consideration that contractor/bidder will accept the rates of non-schedule items as per BOQ.

- 10.0 In case an offer is not being submitted by the prospective bidders against this tender, they may send their "regret" letter to this office, for information.
- 11.0 The offer should remain valid for a period of **120 (one hundred twenty days)** from the date of opening of the tender.
- 12.0 The quoted rates & contractual prices in the tender shall be firm till complete execution of the order and no price revision shall be allowed.

for and on behalf of  
**The Braithwaite Burn And Jessop Construction Co. Ltd.**  
**(A. Neogi)**  
DGM (P-V)

TO BE FILLED BY TENDERER

Certified that all the General Instructions and Information for tenderer have been read/ complied/ agreed to and each page of tender offer has been initialed and stamped.

**(Signature & Seal of Tenderer)**  
Name and Designation of Authorized person (s)  
signing the tender on behalf of the tenderer.

**Annexure - 1**

**PROCEDURE FOR SUBMISSION OF SEALED TENDERS AND DOCUMENTS REQUIRED TO BE ENCLOSED WITH THE BID**

1.0 REGISTRATION OF CONTRACTOR

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

2.0 DIGITAL SIGNATURE CERTIFICATE (DSC)

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Guideline to bidder DSC is given as a USB e-Token.

3.0 SUBMISSION OF BID:

Bids to be submitted online through e-Procurement system of Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure/app>). Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the **BOQ** should be properly filled in. Tenders to be submitted in **two parts**:

3.0 PART-I (TECHNO-COMMERCIAL BID) COVER-I:

The following documents shall be kept in techno-commercial bid envelope:

- 1) Your covering letter towards submission of the bid.
- 2) Scanned copy of Demand Draft of ` **2,50,000/-** (Rupees two lakh fifty thousand only) drawn in favour of "The Braithwaite Burn And Jessop Construction Co. Ltd.", payable at Kolkata towards EMD as mentioned at Para 1.0 of Notice Inviting Tender. **Physical Instrument of EMD to be submitted to this office before opening of technical bid.**
- 3) Complete set of tender documents duly signed and stamped on each page as a token of your acceptance of the tender conditions as appearing in the Notice Inviting Tender in to-to.
- 4) Tenderer's undertaking to accept all contractual terms & condition as appearing in the notice inviting tender and also in Annexure-2, both techno-commercial and financial.
- 5) Tenderer's confirmation/ undertaking to accept rates as per BOQ for Non DSR-07 items.
- 6) Documentary evidence related to credentials for the bidder to establish that they fulfill the Qualifying Requirement (QR) for tender submission.

4.0 PART-II (FINANCIAL BID) COVER - II:

In price bid, sealed price bids quoting the price for the specific scope of work as percentage above the DSR-07 published by CPWD, Govt. of India, items, strictly as per the proforma in "Price Bid" and as specified BOQ in the Notice Inviting Tender, shall have to be submitted. Tenderer shall also have to give confirmation/ undertaking for acceptance of rates as per BOQ for the items which are not included in DSR-07 of CPWD.

5.0 IMPORTANT NOTE:

Following documents in addition to the above mentioned at Para - 2 above shall be submitted in techno-commercial bid;

- 1) Solvency certificate for current Year from a Scheduled Bank.
- 2) PAN & Copy of IT returns as filed with IT authority.
- 3) Certificate towards registration with Sales Tax/ VAT/ Service Tax authorities, as applicable.
- 4) Valid license regarding engagement of workers in the contract works from Labour Department, Govt. of Bihar, if applicable.
- 5) List & Details of similar works executed and under execution.
- 6) List of available Technical Manpower
- 7) Audited Balance sheets for last three years.
- 8) List of Plants & Machineries.

Offers without the above documents are liable to be rejected as "Techno Commercially Non Complying

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Offers".



**Annexure - 2**

**Details of terms & conditions of agreement entered into by BBJ & BAU**

1.0 DEFINITIONS

- (i) "Owner" means the Bihar Agricultural University, Sabour, District-Bhagalpur, Bihar.
- (ii) "Approval" means approval in writing by the designated officer of the Owner/ BBJ/Consulting Agency.
- (iii) "Contractor" means the contractor or contractors or suppliers employed by the Consulting Agency/BBJ for the work.
- (iv) "State" means the State of Bihar.
- (v) "BBJ" means The Braithwaite Burn And Jessop Construction Company Limited, Kolkata

2.0 SCOPE OF WORK

- 2.1 The scope of work includes construction of balance works of several buildings at Sanjay Gandhi Institute of Dairy Technology (SGIDT) Campus, Patna under Bihar Agricultural University at Bhagalpur (Bihar) with tentative estimated value as under;

Description of civil construction work tentative estimated value of work (approx.)

<b>Sl. No.</b>	<b>Name of the Building</b>	<b>Value of Balance Works (approx.) as per DSR-07</b>
1.	Construction of Administrative Building, Block – III	` 10,48,421.00
2.	Construction of Lecture Theatre Building	` 44,19,937.00
3.	Construction of Dairy Plant Bldg. including Admn. Bldg.	` 85,17,543.00
<b>Total</b>		<b>` 1,39,85,901.00</b>

- 2.2 The rates stated in the cost estimate shall be firm and no price escalation shall be allowed. The rates indicated in the cost estimates shall be governed by DSR'07 for DSR'07 items. In case of any discrepancy or errors in cost estimate with regard to DSR'07, the rates indicated in the books of DSR'07 shall prevail.

- 2.3 Completion period: 09 (nine) months from the date of issue of Letter of Intent (LOI).

3.0 RESPONSIBILITIES OF THE CONTRACTOR

- 3.1 Free office space for setting up the office of Project Manager/ Engineer will be provided with free water and electricity etc., if available. The Contractor shall provide, construct and maintain at his own expense the site office, material testing laboratory, stores and shall make his own arrangements for water, sanitation, access roads, electrification and cleanliness required for proper and efficient execution of work. The planning, setting and construction of these buildings shall have the approval of the Site-In-Charge/BBJ and the contractor shall keep them tidy, clean and in sanitary condition to the satisfaction of Site-In-Charge/BBJ.

After completion of work the Contractor shall promptly dismantle the construction and other facilities that may have been erected, at his own cost and clear the area to the satisfaction of the Site-In-Charge and hand over the same to the Site-In-Charge.

- 3.2 The Contractor shall be fully responsible for the quality, structural safety, workmanship and liability of defects. The contractor(s) is/are responsible for rectification of any defect within a specified time within defect liability period.

- 3.3 Any defect discovered and brought to the notice of the Contractor's representative by the Owner's representative/ BBJ's officials either during the progress of the project or within the defect liability period, shall be got rectified by the Contractor forthwith without any cost and additional expense to BBJ/Owner. In the event of failure on the part of the Contractor to rectify such defect within a specified time during defect liability period, the same may, without prejudice to any other rights available to it under law, be rectified by the Owner/BBJ and at the cost and expense of the Contractor.

- 3.4 The Contractor shall unless otherwise specified be fully responsible for procurement of all materials and services for the construction as contemplated by the relevant tender followed by the contract.

- 3.5 The Contractor shall follow the standard latest CPWD specifications, D.S.R. and latest BIS specifications and Codes of Practices as corrected up-to-date.

- 3.6 Cost of direct labour engaged on muster rolls and/or through labour contractors, viz. piece rate workers and sub-contractors, security staff employed by the Contractor including all the fringe benefits like statutory bonus, retrenchment Compensation and other contribution to be paid for CPF/ EPI7 Group Insurance Scheme etc. will be borne by the Contractor.
- 3.7 The completed work shall be taken over by the Owner/BBJ either in part or full as per their requirement and the defect liability period shall be deemed to be commenced from the date of taking over or physical completion of the portion whichever is earlier.
- 3.8 The Owner/BBJ shall have access to the records/ measurements/ accounts of the contractor for checking from time to time.
- 3.9 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. The contractor should be a registered contractor under Service tax/VAT (Sales/ Works/ Commercial/ Trade Tax as applicable in the concerned state). The contractor should have to get the contract registered immediately after award of works as per rules and regulations of the State Government. The contractor shall file regular return as per rules of the state and should provide all information to BBJ which is required for assessment of VAT/ Sales/ Works Tax of the concerned project. In case BBJ is forced to make any of such payments, BBJ shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
- 3.10 At the end of the project, any surplus item, material or goods for which payment has been made by BBJ/ Owner, shall be disposed of by the Contractor following due procedure and the amount so accrued shall be credited to the Owner/ BBJ. The Contractor shall also clear the site of their materials etc. within one month from the date of completion failing which the Owner/ BBJ/ shall dispose it of in the manner deemed fit by the Owner/ BBJ at the cost of the Contractor.
- 3.11 The contractor shall comply with all State and Central Laws, Statutory Rules, Regulations etc., such as: The payment of wages, The Minimum Wages Act, The Workmen Compensation Act, The Employees Liability Act, The Industrial Dispute Act, The Employees Provident Fund Act, Employees State Insurance Scheme, The Contract Labour (Regulations and Abolition) Act 1970 and other Acts, Rules & Regulations for labour as may be enacted by the Government during the tenure of the contract and having in force or jurisdiction at site. The Contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.
- 3.12 The Contractor shall send completion report and maintenance schedules to the office of the BBJ in writing within 1 (one) months from the date of completion of work.
- 4.0 USE OF LAND:  
No land belonging to BBJ or its customer under temporary possessions of BBJ shall be occupied by the contractor without the written permission of BBJ.
- 5.0 COMMENCEMENT & COMPLETION OF THE PROJECT
- 5.1 The date of start of the work shall be reckoned from the date of handing over the site or the date of receipt of LOI/Work Order, whichever is later.
- 5.2 The contractor shall commence the work within fifteen days of Letter of Intent or the time indicated in the Letter of Intent/Work Order and shall proceed with the same with due expedition without delay.
- 5.3 Within the total period of completion, the Contractor shall take up the work in such a manner as to make available the accommodation or the work constructed for the use in a reasonable and phased manner.
- 5.4 Although completion time of 09 (nine) months for the entire package may be allowed, the successful bidder shall have to agree to the 'delivery period' of the individual building construction work of the approved DPR and such 'DPR approved delivery schedule' shall be binding for the successful bidder. In case bidder fails to maintain this delivery schedule in respect of individual building, Liquidated Damages shall be applicable as per Para 7.3 of Annexure-2 and 4.4 of the NIT.
- 5.5 Based on the delivery schedule of the individual building as per approved DPR, suitable milestone, liquidated damages shall be fixed for the work and shall be incorporated in the relevant contract which will be binding upon the successful bidder.
- 5.6 The Contractor shall be fully responsible for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the Owner/ BBJ against effect of non-observances of any such laws.
- 5.7 The Project, erected/constructed plant or work performed under the contract, as the case may be, shall be

taken over when it has been completed in all respect and/or satisfactorily put into operation at site.

6.0 SANCTION FOR VARIATION OF QUANTITY

- 6.1 The Contractor shall seek approval in writing from the Owner/BBJ for any change in specification or supplementary items, if necessary.
- 6.2 For variation in quantity of any item of BOQ during execution, the Contractor shall seek sanction for the same.
- 6.3 Any extra work which may be directed by the Owner/BBJ during their supervision will be executed and billed separately along with the copy of the approval.

7.0 TIME EXTENSION & LIQUIDATED DAMAGES

- 7.1 The Contractor shall complete the work as per approved time schedule in proportion to the total completion schedule of 09 (nine) months.
- 7.2 Owner/BBJ shall grant suitable time extension in case the work gets delayed for reasons beyond control of the Contractor or due to events such as war, hostility, riots, acts of public enemy, civil commotion, sabotage etc.
- 7.3 If the Contractor/Successful bidder fails to complete the work and clear the site on or before the stipulated period of the contract or extended date of completion, he shall without any prejudice to any other right or remedy available under the law to the Owner/BBJ on account of such breach pay as compensation/liquidated damages @ one tenth of one percent of contract value per week or part of the week of delay. The aggregate of such compensation/compensation(s) shall not exceed 10% (ten percent) of the final contract price. The amount of compensation may be adjusted or setoff against any sum payable to this Agency under this or any other contract with the BBJ/Owner.

8.0 ASSIGNMENT OF THE CONTRACT/LOI

The Contractor shall not assign or transfer or part with any of the rights, duties or obligations, wholly or in part, under this Agreement without the previous consent in writing of the Owner/ BBJ/ Consulting Agency.

9.0 NOTICE

Any notice to be given hereunder may be sent by registered post/speed post to the last known registered or head office address of the addresses and shall be deemed to have been effected at the time at which the letter would be delivered in the ordinary course of post.

10.0 TERMINATION

If during the validity of the contract the BBJ comes to the conclusion that the Contractor is unable to perform its role, the Owner/BBJ may appoint another Contractor to take over the tasks and functions being performed by in any or all the work allotted, or may assume the role of the Contractor itself and terminate the relevant contract with the present Contractor.

Provided that no such termination shall be made without giving adequate opportunity to the Contractor to improve its working. In the event of a decision to terminate, at least 30 (thirty) days' time shall be given to the Contractor to wind down its operations during which it will not execute the work. The charges for the actual project work done at site shall be paid to the Contractor at the time of termination after deduction of all the dues.

10.0 FORCE MAJEURE

The Contractor/Successful bidder shall ensure due compliance with the terms of this tender. However, Contractor shall not be liable for any claim for loss or damage whatsoever arising due to failure to carry out the terms of this tender followed by the Contract to the extent that such a failure is due to force majeure events such as fire, flood, draught, terrorist action, rebellion, mutiny, civil commotion, riots, strike, forces of nature, accident, act of God and any other reason beyond the control of concerned party. Not later than 15 (fifteen) days after the Contractor as a result of an event of force majeure, having become unable to perform a material portion of the relevant contract, the Contractor shall consult with BBJ Officials with a view to agreeing on appropriate measures to be taken in circumstances. However, the service covered under this tender/subsequent contract shall be started as soon as practicable by the Parties concerned after such eventuality has come to an end or ceased to exist. The Contractor shall be liable to bear such losses and no compensation of any kind whatsoever will be payable by the Contractor to the BBJ/Owner and vice versa.

11.0 DURATION AND VALIDITY

11.1 This Contract/LOI shall come into force and become effective from the date of its receipt by the Contractor.

11.2 This Contract/LOI shall be valid up to the end of Defect Liability period, unless replaced/ revised by another Contract/LOI. In case the implementation of the project gets extended, all the provisions of this Contract/LOI shall continue to operate till the same is formally renewed/ extended/ replaced or terminated. The Contract/LOI may be terminated if the project (s) being done by the Contractor is below the national standard norms.

12.0 DEFECT-LIABILITY PERIOD

The defect liability period will be 12 (twelve) months with a minimum coverage of one monsoon season from the date of actual completion of the project/work. The Contractor shall carry out such rectification at their costs, all rectification of defects of the project during that period as and when the same occur, if necessary. BBJ also reserves the right for carrying out rectification of all defects during defect liability period at the risk and cost of the Contractor, if the Contractor fails to rectify all the defects by themselves. The security deposit of the contractors shall be refunded only after such defect liability period and after rectification of all defects to the satisfaction of the Owner.

13.0 DISPUTES

All disputes and differences between the BBJ and the Contractor arising out of this tender/ contract shall as far as possible be amicably resolved through negotiation. However, if any differences/ disputes persist, the same shall be referred to an arbitrator to be appointed by the BBJ. The decision of the (sole) arbitrator shall be final and binding on both parties. The arbitration shall be governed by provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Kolkata, India.

14.0 QUALITY CONTROL

The proposals, design, estimates, quality of works etc. may be checked by a Committee constituted by the Owner/BBJ for which the Contractor will fully cooperate.

15.0 JURISDICTION

The Contract out of this tender shall be issued from our registered office at Kolkata and the courts in Kolkata alone shall have jurisdiction.

16. INSURANCE

The project shall be covered by necessary insurance against all the risks for the period in discussion with the BBJ. The arrangement of insurance shall be done by the Contractor and the premium as charged by the Insurance Company will be separately paid by the Contractor.

17.0 SITE OFFICE & STORES

The contractor shall be furnishing BBJ site office and guest room as allotted/hired at Project site and shall be maintaining the same at their own cost till completion of the contract. The furnishing of guestroom should be suitable for staying BBJ's high officials for monitoring the progress of the project work. Contractor shall provide a suitable computer with printer with internet connection. 3 nos. support staff comprising one caretaker for office & guest house, one computer operator and one support staff of BBJ site office shall be provided by the Contractor. The caretaker and other support staff shall be on contractor's payroll. Contractor at his own cost shall also provide four wheeler vehicles with driver & fuel (for 1500 km per month running) during the currency for the use of BBJ officials in connection with the project work.

18.0 MISCELLANEOUS

On the basis of this tender duly followed by relevant tender/Contract, BBJ shall assign Projects to the Contractor. The Contractor shall immediately start activities for implementation of the projects at each of the locations when site is handed over to the Contractor and relevant Contract/LOI is issued to the Contractor.