

Registered Office: 27, Rajendra Nath Mukherjee Road,
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Email: info.bbjconst@bbjconst.com; Website: www.bbjconst.com;

e-Tender No.	eNIT/SWM/CHANDIGARH/BIO-MINING/T-04-2025	Date:	18-Mar-2025
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NOTICE INVITING e-TENDER.

Sealed Tenders under a **two-bid system** (i.e., “Techno-Commercial & Price Part”) are invited from eligible bidders providing sustainable solutions and work of the bio mining/ bio remediation of legacy waste at existing dump site in dumping ground Dadumaja, Chandigarh as mentioned “**Scope of Work**”/ “**BOQ**”, here under:

01	NAME OF WORK	Providing Sustainable Solutions and Work of The Bio Mining/ Bio Remediation Of Legacy Waste at Existing Dump Site in Dumping Ground Dadumaja, Chandigarh
02	SCOPE OF WORK	AS PER NIT/ BOQ
03	CONTRACT TYPE	WORKS CONTRACT
04	COMPLETION PERIOD	3 (Three) MONTHS FOR ENTIRE WORK FROM THE DATE OF LETTER OF ACCEPTANCE (LOA) OR WORK ORDER, WHICHEVER IS EARLIER.
05	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
06	EARNEST MONEY	<p>RS.10,00,000/- (RUPEES TEN LAKH ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER/ BANKER’S CHEQUE IN FAVOUR OF “THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED” PAYABLE AT “KOLKATA”.</p> <p>TENDER DOCUMENTS WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED.</p> <p>FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST. FOR SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFUL COMPLETION OF THE DEFECT LIABILITY PERIOD.</p> <p>EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSE) FOR SUBMISSION OF “EARNEST MONEY” IS “NOT APPLICABLE” SINCE WORKS CONTRACT ARE EXCLUDED FROM THE PURVIEW OF PUBLIC PROCUREMENT POLICY FOR MSE ORDER, 2012 AND ITS LATEST AMENDMENT(S).</p>

07	MODE OF SUBMISSION	<p>ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).</p> <p>A HARD COPY OF THE BID, AS UPLOADED, (TECHNO-COMMERCIAL) SHALL HAVE TO BE SUBMITTED TO BBJ'S REGISTERED OFFICE WITHIN FIVE (05) DAYS OF BID SUBMISSION LAST DATE.</p> <p>TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID.</p> <p>CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITE.</p>	
08	DATE & TIME SCHEDULE:	Date of Publishing NIT & Tender Documents	18-Mar-2025
		Document download Start Date	18-Mar-2025 - 10:00 HRS
		Start Date of uploading of bid document	22-Mar-2025 - 10:00 HRS
		End Date for uploading of bid document	28-Mar-2025 - 15:00 HRS
		Date of opening of Technical Bid	29-Mar-2025 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(पार्थ नंदी / PARTHA NANDY)
मुख्य प्रबंधक (परियोजना) / CHIEF MANAGER (PROJECT)

SCOPE OF WORK AND OTHER CONDITIONS

NAME OF THE WORK: Providing Sustainable Solutions And Work Of The Bio Mining/ Bio Remediation Of Legacy Waste At Existing Dump Site In Dumping Ground DADUMAJA, Chandigarh.

1. Introduction

2. Disclaimer

- The information contained in this (hereinafter referred to as "Tender") document or subsequently provided to bidder/agencies, whether in documentary form by BBJ, is shared under the terms and conditions outlined in this Tender and any other applicable conditions under which such information is provided.
- This Tender constitutes an offer and invites interested agencies to submit their proposals along with competitive rates for undertaking bio-mining activities. The purpose of this Tender is to identify and shortlist qualified agencies for the execution of bio-mining projects.
- This Tender serves as a preliminary step in the selection process. A detailed evaluation of the received proposals will be conducted, and only shortlisted agencies will be invited to participate in further stages, including potential contract discussions. Submission of an Tender does not guarantee award of work, and BBJ reserves the right to accept or reject any proposal without assigning any reason.
- The rates quoted by the bidder/ agencies should be comprehensive, covering all aspects of bio-mining activities, including but not limited to excavation, segregation, processing, and disposal in compliance with applicable environmental regulations.
- This tender includes statements based on various assumptions and assessments made by BBJ in relation to the bio-mining activities. These assumptions, assessments, and statements may not contain all the information required by each agency, and interested parties are expected to conduct their own due diligence before submitting their proposals.
- The technologies and processes proposed must be environmentally sustainable and fully compliant with the waste management regulations of the country. Additionally, all proposed methodologies should align with the CPCB guidelines on Bioremediation. Any proposal found to be non-compliant with existing state or national regulations will be disqualified.
- BBJ makes no representation or warranty and assumes no liability under any law, statute, rule, regulation, or legal principle for any loss, damage, cost, or expense incurred due to any information contained in this tender.
- The issuance of this Tender does not bind BBJ to award any contract. BBJ reserves the right to modify, cancel, or withdraw this Tender at any stage without incurring any liability.

3. Scope of Work

Remediation of legacy dumpsites involves various activities such as waste characterization, quantification of waste to be remediated, excavation works to open the dumps, stabilization of the waste, screening and sorting to segregate the waste fractions, forward linkage of recovered materials, make necessary arrangements for prevention of fire hazard at the site during the Bio remediation operation and scientific disposal of rejects as per the CPCB guidelines.

We invite qualified agencies to provide solutions that encompass the following aspects, but are not limited to:

- Design and construction of legacy waste processing plant at various dumpsites in India.
- Establishment of a plant with a revenue collection mechanism through tipping fees imposed on the BBJ for the service of processing the legacy waste.
- Segregation of waste into Wet (organic), Dry (recyclables & non recyclables/ RDF), and inert categories.
- Process biodegradable waste into compost.
- Recover resources like plastics, metals, and other recyclables.
- Safely dispose of inert waste or repurpose it for construction materials.
- Mitigate harmful emissions, leachate, and odors.
- End to end solution or an integrated solution for remediation waste.

- Solution to Handle, manage and dispose of any residue, left over, effluents, and emissions in the process in accordance with local and national rules and regulations.
- The CPCB and SBM-U 2.0 emphasize comprehensive environmental assessments, including air and groundwater monitoring, as a precursor to remediation.

Further, the technology proposed to be used should be economically viable, suited to the local conditions, and environmentally compliant as per the SWM Rules, 2016 and legacy waste remediation guidelines issued by the state government of as amended from time to time.

4. Eligibility Criteria

A. Qualification Criteria (QC)

The Bidders will be assessed on 3 step evaluation as indicated here under qualification criteria:

- Pre-qualification
- Technical Qualification
- Financial Qualification

Sr.	Basic Requirement	Eligibility Criteria	Documents to be Submitted
Pre-Qualification Criteria			
PQ-1	Legal Entity	The Bidder should be a registered company in India under the Companies Act - 1956 / 2013 or LLP Act 1932/ Partnership/ Proprietary firm and subsequent amendments. The lead Bidder/ Sole Bidder must be in existence from last 03years in India.	Copy of Certificate of Incorporation/ Registration/ Partnership Deed Copy of PF & ESIC registration Copy of PAN Card Copy of GST Registration
PQ-2	Blacklisting	The Bidder (all members of the consortium) must not be debarred/ blacklisted by any Government body/ BBJ/ any Municipal Board/ Authority in India as on date of submission of the Tender.	To be given on ₹10/- non-judicial stamp paper as given in the Annexure.
PQ-3	Experience	The bidder must have an experience in the wastes management sector, particularly Solid Waste Management and should be in existence from last 3years minimum. etc.	To provide the permission/ licensing/ authority certificate in support, self-attested.
Technical Qualification:			
TQ-4	Similar Project Experience	The bidder must have established one such facility in India, which is running successfully at least from last one (1) year and ensuring all compliances either alone or in association.	Copy of Work order, Work Performance Certification, Agreement and the Copy of Consent/ Authorization from SPCB.
TQ-5	JV/ Consortium	Allowed up to (02 no). Either partner must have an experience is Waste Management	JV Agreement and Self Declaration
TQ-6	Technology Description	The bidder to disclose all the features of the technology, its operation and maintenance detailing along with costing. <ul style="list-style-type: none"> ▪ Project Space, Power & Water Requirements. ▪ Timeline from installation to commissioning & mandatory licenses/ permissions 	The technology detailing must be placed with actual site Pictures of technology operation and must cover its tentative costing & Revenue Generation Model, which guarantee project sustainability.

		<ul style="list-style-type: none"> ▪ requirement. ▪ Manpower Detailing; Operational Methodologies; SOPs. ▪ Any Administrative & Financial Support required from sources if any etc. 	
Financial Qualification:			
FQ-7	Turnover	The Lead Bidder must have a minimum average annual turnover of ₹0.50 Crore for the last three years. (FY 2021-22, 2022-23, 2023-24)	CA Certificate/ Audited Balance Sheet for the last 3 Financial Years clearly stating turnover.
FQ-8	Net worth	The Lead bidder/bidder/JV partner should have positive net worth and should be profitable in last 02 years	Certificate from CA

Important Note: Similar Work means having experience in **Solid Waste Management Sector**.

B. Technical Evaluation:

The selection of the agency shall be on QCBS pattern. The financial bids of only those bidders shall be opened, who the technical secures min. 60 marks or more, based on the evaluation below:

Sr.	Specific experience of the bidder firm relevant to the assignment / Job (Bidder to enclose relevant experience work order/ certificate self-certified.)	M.M (100marks)
A.	Empanelled with any State Government or Central Government agency in the field of Solid Waste Management or a related sector	10 Marks
	Empanelment with State Govt. Agency	05 Marks
	Empanelment with Central Govt. Agency	05 Marks
B.	ISO Certifications	15 Marks
	ISO Certifications: 9001	03 Marks
	ISO Certifications: 14001	03 Marks
	ISO Certifications: 45001	03 Marks
	ISO Certifications: 15270	03 Marks
C.	ISO Certifications: 26000	03 Marks
	No. of Contract Projects in an Operative Conditions. (contract experiences means - D2D services, mechanized road sweeping, transfer station, MRF mgmt. etc.) experience with JV shall be clubbed to get total no. of executed projects.	15 Marks
	Min. 2 Projects	05 Marks
	Between 3 to 5 Projects	10 Marks
D.	Above 5 Projects	15 Marks
	Bidder's serving city/-ies having population: (Self-attested, based on the work order)	20 Marks
	Between 0.50Lacs to 1.0Lacs	05 Marks
	Between 1.01Lacs to 3.0Lacs	10 Marks
	Between 3.00Lacs to 5.0Lacs	15 Marks
E.	Over 5.01Lacs	20 Marks
	Bidders' area of expertise in the related sectors. (Consortium experience will also be considered) Letter/ work order/ Certificate in support of the below experiences required.	20 Marks
	Integrated D2D waste collection, processing & disposal	05 Marks
	Mechanized Road Sweeping/ drain cleaning/ Dumpsite Management	05 Marks
	Patented/ branded technology/ operation	05 Marks
Decentralized Waste Management O&M (MRF/ Transfer Station/ Wet Waste Mgmt. etc.)	05 Marks	

F.	Proposed methodology and work plan in response to the terms of reference.	20 Marks
	Technical approach & detailing of technology & its sustainability features with environmental & social benefits approach.	20 Marks

C. Selection Criteria:

The selection of the agency shall be on QCBS pattern. The financial bids of only those bidders shall be opened, who the technical secures min. 60% marks or more.

- In compliance with **General Financial Rule (GFR), 2017 (Updated dated 31.07.2023) Rule, 192 Point (iii)** the evaluation shall be based on QCBS (Quality cum Cost based Selection) evaluation criteria having Technical **@70%** & financial **@30%** weightage.
- Technical Qualification (Minimum score): **60marks**. Bidder who qualifies technical, shall be eligible for financial bid opening. The technical quality of the proposal will be given a weightage of 70%, the method of evaluation of technical qualification will follow the procedure given in this document. The price bids of only those consultants who qualify technically (Minimum Qualifying Marks: 60marks) will be opened. The proposal with the highest quote in royalty, would be given a financial score of 100 and the other proposals would be given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 30%.
- For working out the combined score, the employer will use the following formula:
- Total points = $T(w) \times T(s) + F(w) \times HEQ / EC$, where T (w) stands for weight of the technical score.
- T (s) stands for technical score
- F (w) stands for weight of the financial proposal
- EC stands for Evaluated Cost of the financial proposal
- HEQ stands for Highest Evaluated Quote in the financial proposal.
- The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and would be invited for negotiations.
- In-case of a tie; the bidder with a highest technical score will be qualified, on further tie the bidder with higher average annual turnover of last 3 consecutive financial years 2021-22, 2022-23 & 2023-24 will be qualified. (Calculations will be adjusted to two decimal places for both commercial bid and Technical Score calculations, if required).

5. Tentative Timelines and Milestones:

Milestone that is required to be achieved within the given time frame, are mentioned as below:

Milestones/ Activities to be performed/ completed	Time and Dates
A. Mobilization of the manpower, taking over of Site land from ULB, erection of facility, excavation & stabilization of waste.	15 days post-handover of the Site & issue of the LOA
B. To clear/ dispose-off 0.50Lac MT of Waste from the Site	A+ 30 days
C. Clearance and disposal of each subsequent 0.50 lakh MT of waste	B+ 15 days
Onward targets of disposal shall be linked in accordance with the ULB demand and timeline. In case of rain/ monsoon or any other unforeseen reasons, the timeline can be altered at discretion of Client/Authority	

6. Payment

The payment shall be released on monthly basis, within 15 days from the submission of Invoice on tonnage basis, with actual weighment receipts.

7. Penalty

Penalties, if any, imposed by the Authority/ client, because of non-compliances or delays in execution etc., that value shall be recovered from the contracting agency running invoice.

8. Instructions & Guidelines for Submission of Tender for Empanelment.

- The "Tender document for empanelment" can be downloaded from BBJ's website www.bbjconst.com and www.eprocure.gov.in

The applicant shall submit hard copy of the **"INVITATION OF TENDER FOR PROVIDING SUSTAINABLE SOLUTIONS AND FOR THE WORK OF THE BIO MINING/ BIO REMEDIATION OF LEGACY WASTE AT EXISTING DUMP SITE IN DUMPING GROUND DADUMAJA, CHANDIGARH"** duly filled, along with supporting documents in a sealed envelope addressed to the Registered Office:

27, Rajendra Nath Mukherjee Road, Kolkata – 700 001, West Bengal.

Phone: (033) 2248 5841-44 Fax: 033-2210 3961

Email: info.bbjconst@bbjconst.com; Website: www.bbjconst.com;

super-scribing **"INVITATION OF TENDER FOR PROVIDING SUSTAINABLE SOLUTIONS AND FOR THE WORK OF THE BIO MINING/ BIO REMEDIATION OF LEGACY WASTE AT EXISTING DUMP SITE IN DUMPING GROUND DADUMAJA, CHANDIGARH."** by Post/Courier/by hand so as to reach this office on or before **28/03/2025** (3:00 PM).

- The applicant should study the Tender document carefully and understand the conditions and specifications etc. The applicant or their authorized representative should sign & stamp every page of the Tender document.
- BBJ reserves the right to accept or reject any or all applications without assigning any reason whatsoever. BBJ reserves the right to call off the process of short listing of empanelment of consultants at any stage without assigning any reason thereof.
- The empanelment of selected agencies will be valid for a period of three (03) years from the date of issuance of the empanelment letter. BBJ may extend this period at its sole discretion.

OTHER INSTRUCTION TO THE BIDDER

1. **REGISTRATION OF CONTRACTOR**

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>.

2. **DIGITAL SIGNATURE CERTIFICATE (DSC)**

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC) on payment of the requisite amount. Details are available at the web Site (<https://eprocure.gov.in/eprocure/app>) in Clause 2 of Guideline to the bidder. DSC is given as a USB e-Token.

3. **SUBMISSION OF TENDER: ONLINE MODE IN CPPP'S PORTAL**

Bids are to be submitted online through the e-Procurement system of **Central Public Procurement Portal (CPPP)** (<https://eprocure.gov.in/eprocure/app>). Tender along with all other required documents are to be signed and sealed by the authorized signatory while submitting the bid through CPPP. While submitting Price Bid on CPPP, the rates should be properly filled in the appropriate space in the BILL OF QUANTITY (BoQ) of the Tender.

4. **LANGUAGE**

Bids and all accompanying documents shall be in English. In case any accompanying documents are in another language, they shall be accompanied by an English version, which shall prevail in the matter of interpretation.

5. (a) Cost of Tender: NIL

(b) Earnest Money Deposit (EMD) of Rs.10,00,000.00/- (Rupees ten lakh only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank draw in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In the case of successful bidder, EMD shall be converted to part of Security Deposit and will be retained by BBJ till the completion of the entire job. EMD shall not carry any interest.

(c) Bank Details for NEFT/ RTGS:

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.

Bank Name: STATE BANK OF INDIA

Branch: DALHOUSIE SQUARE (CALCUTTA)

Bank Address: 2, B.B.D. BAGH (EAST), KOLKATA – 700001 (W.B.).

Bank Account No.: 11175160292

Bank Account Type: Current

IFS Code: SBIN0001401

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

6. **SUBMISSION OF BID:** The Tender shall be signed by the person legally authorised to enter into commitments on behalf of the Tenderer. All pages of the Tender document and other required documents are to be **signed by the authorised signatory with Company's seal**. Tenders are to be submitted in two parts as described below.

(a) **TECHNO-COMMERCIAL BID:** Scanned copy of the EMD, Cost of Tender and all other required documents duly signed and sealed by the authorized signatory, as stated below, are to be uploaded in CPPP and a hard copy of the same to be addressed to the Chief Manager (Project) at BBJ's Registered office in a sealed envelope, super scribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL BID" (**Non submission of any of the stated documents shall lead to rejection of the bid**):

(i) Signed copies of documents as per Eligibility Criteria.

- (ii) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates.**
- (iii) Signed copy of **Provident Fund & Employees State Insurance (ESI) Registration Certificate.**
- (iv) Certificate of the Incorporation of the Company/ Partnership Deed/ DIN/ CIN etc.
- (v) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) financial years ending 31st March of the previous financial year. However, in case balance sheet of the previous year is yet to be audited, the audited balance sheet of fourth previous year shall be considered.
- (vi) Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page.
- (vii) **Solvency Certificate** (as per attached format) for at least **40%** of the advertised value of the tender.
- (viii) Integrity Pact as per Para 7 and Annexure-I.
- (ix) Any Bidder falling under Micro And Small Enterprises (MSEs) category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer:

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

Note: - If the bidder does not furnish the above, the offer shall be processed construing that the bidder is not falling under MSE category.

(b) PRICE BID: The rates are to be properly filled up in appropriate space in BILL OF QUANTITIES (BoQ) of the Tender and uploaded on CPPP's website.

7. INTEGRITY PACT:

The Bidder/ Contractor is required to enter into an Integrity Pact with BBJ, in the Format at Annexure-I. The Integrity Pact enclosed at Annexure-I will be signed by BBJ for and on behalf of Employer as its Agent / Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.

In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail. For monitoring of the Integrity Pact, BBJ has appointed the following eminent personality as Independent External Monitor(s) (IEM):

<p>Shri Sunil Pandey IFoS (Retd.) 249, Phase-I, Vasant Vihar, Dehradun – 248001. Uttarakhand Email: pandey.sunil90@yahoo.co.in</p>	<p>Dr. Ravindra Kumar Srivastava IAS (Retd.) A6, Anand Niketan, New Delhi - 110021 Email: srivastava.rks@gmail.com</p>
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- 8. All costs and expenses incidental to the preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be borne by the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
- 9. Works Contract are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012.
- 10. No deviation to the tender conditions shall be accepted. Conditional tenders shall not be accepted, and no additional clause shall be entertained. BBJ reserves all rights in this regard.
- 11. 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 Page 9 of 28 otherwise, without assigning any reason(s)

whatsoever thereof. A tenderer, whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/ Offer to BBJ.

12. **CURRENCIES OF BID AND PAYMENT**

The tenderer shall submit his price bid/ offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

13. **Price Variation Clause (PVC): NOT APPLICABLE**

14. **All duties, taxes, fees and other levies payable by the bidder under the contract or any other cause shall be included in the quoted price.**

15. **PREFERENCE TO MAKE IN INDIA:**

The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P45021/2/2017-PP (BE-II) dated 16th September 2020, as amended from time to time up to Bid Due Date, shall be applicable to the bidding process and award of the contract shall be done accordingly.

Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.

16. **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):**

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 4th June 2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

17. **COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any Bidder branch or office controlled by such person, participating in a procurement process.

III. **"Bidder from a country which shares a land border with India" for the purpose of this Clause means:**

- a) An entity incorporated established or registered in such a country; or
- b) A subsidiary of an entity incorporated established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or

- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

18. **In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.**

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
19. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
20. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
21. Where no natural person is identified under (19) or (20) or (21) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
22. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
23. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Note:

- i. **The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-A.**
- ii. **Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.**

24. **VALIDITY OF TENDER**
90 (ninety) days from the date of opening of tender or for a further period if mutually accepted. BBJ reserves the right to ask for the extension of validity if any.

25. **ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**
Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e., a document appearing earlier shall override the document appearing subsequently:

- 1) Work order
- 2) Letter of Award (LOA)
- 3) Schedule of Items, Rates & Quantities
- 4) Special Conditions of the Contract (SCC)
- 5) Technical Specifications (TS)
- 6) Scope of Work (SOW)

- 7) Relevant Codes & Standards
- 8) Notice Inviting Tender
- 9) Instructions to the Bidders (IB)
- 10) General Conditions of Contract
- 11) Any other documents forming part of the Contract.

26. **Bidder should submit the documents in Hard Copy on or before as stipulated in "DATE & TIME SCHEDULE" to the address as mentioned above.**

SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

In this Tender Document, as hereinafter defined, the following words and expressions shall have the meaning as under:

- a) "**BBJ**" shall mean The Braithwaite Burn And Jessop Construction Company Limited having its registered office at 27, R. N. Mukherjee Road, Kolkata- 700 001.
- b) "**TENDER**" shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Dealer/ Bidder in response to BBJ's Notice of Invitation to this Tender Document.
- c) "**ORDER**" shall mean a written Work/ Purchase Order issued by BBJ.
- d) "**TENDERER/ BIDDER**" shall mean the firm or Company (hereinafter called Tenderer/ Bidder) who duly submits the tender after accepting all the terms & conditions of the tender document.
- e) "**SUCCESSFUL BIDDER**" whose tender has been finally accepted by BBJ.

2. COMPLETION PERIOD

Time is the essence of this contract. The duration of work is **3 (Three) months**, and the date of commencement will be considered the date of issue of a Letter of Acceptance (LOA)/ Work Order, whichever is earlier.

This completion period includes the Monsoon Period.

If the overall completion schedule needs to be extended due to any reason which is solely beyond the control of the successful bidder, the said extension of the completion schedule shall be granted without L.D. subject to the receipt of an extension of the completion schedule by BBJ from Municipal corporation Chandigarh, (CMC) without L.D.

3. EXTENSION OF COMPLETION PERIOD:

Application for the extension of time of completion will be dealt with as per the provision of Municipal corporation Chandigarh, (CMC) However, for the sake of continuation of work BBJ may grant provisional extension.

Note:

- a) In case of any disputes regarding interpretation of any of the above clauses, the decision of the BBJ shall be final and binding on the Contractor.
- b) The work will be executed under the supervision of Municipal corporation Chandigarh, (CMC) / Regional Center for Urban and Environmental studies Lucknow (RCUES)/ BBJ.
- c) In case of any dispute arises, BBJ's decision will be final.
- d) If the client imposes a time extension along with liquidity damage, the same shall be applicable to the Bidder. However, BBJ shall not be held responsible for any liquidity damage.

4. WORKMANSHIP:

The workmanship for the job shall be closely monitored by the Bidder's supervisory staff as per the specification and as directed by the Engineer/ Engineer In-Charge of BBJ/ Municipal corporation Chandigarh, (CMC)/ Regional Center for Urban and Environmental studies Lucknow (RCUES) and/or any other authorized Agency by Client. Any work done by the successful bidder is found unsatisfactory or a major mismatch is observed at the site that should be rectified/ redone as per the instructions, immediately after notifying the successful bidder. If the successful bidder fails to do so and the same is done by BBJ then BBJ will also recover the same amount from any due payment of the successful bidder. **Any rejection on grounds of quality shall be re-done at the successful bidder's cost-**

5. QUANTITY OF WORK TO EXECUTE

The total quantity of work as per Bill of Quantity (BOQ) can vary to any extent as decided by BBJ but the unit rate finalized will not change up to the completion of the project.

6. **RATE**
The bidder must quote the Rate, including GST and all other taxes & duties for the items mentioned in BOQ. The price must be firm during the tenure of this contract.

Note:

The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s), whatsoever thereof. A tenderer whose tender is not accepted shall not be entitled to claim any cost, charges, or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

The Rates will be valid and remain firm for the entire duration of the work order. No revision/alterations of unit rates shall be entertained.

7. **PAYMENT SCHEDULE:**

- A. For releasing Final Bill - No Claim Undertaking confirming that the "The Successful bidder" has no claims of any nature against the work order and/or the work done against the work order.
- B. Unconditional acceptance of the final bill and measurements entered therein
- C. Unconditional Undertaking that The Successful bidder has complied in full with the Legal/ Statutory obligations about the labour engaged by him on the job including payment of terminal benefits if any, and that he indemnifies BBJ of any obligation/ liability that may arise owing to any representation of any workmen employed by him.
- D. A Clearance Certificate from BBJ confirming that no job is left as per BOQ/ Revised BOQ for the work.

8. **TAXES & DUTIES**

The successful bidder shall be exclusively responsible for payment of all Taxes, Royalties etc. (**including Goods and Service Tax**) that may be levied from time to time according to the Laws & regulations now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by BBJ in respect of any duties/ taxes to be imposed on the procurement of materials for execution of the contract.

9. **GOODS AND SERVICE TAX (GST)**

- a) The successful bidder shall be liable to pay all applicable taxes [**including Goods and Service Tax (GST)**] or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, as applicable, separately in the bill/ invoice/ debit/ credit notes. Successful bidder shall quote their GST Identification No. (GSTIN) in all its bills/invoices/ debit/credit notes.
- b) The successful bidder has to provide a proper invoice/ debit/ credit notes bearing QR Code wherever applicable in the form and manner prescribed under rules of the GST Act/ rules containing all the particulars mentioned therein. In the event the successful bidder fails to provide the invoice/debit/credit notes in the form and manner prescribed under GST, then in the event of such non-compliance of the GST Act/Rules, the successful bidder shall be liable to indemnify for any losses to the Company.
- c) The successful bidder shall raise their tax invoice in the regular interval as per contract condition and upload their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from Bidder's bill.
- d) The successful bidder shall upload/ submit/ report all supply invoices/ debit/ credit notes details in the form of prescribed statements/returns on the GSTN portal on or before the prescribed due dates date as per GST act/rules. The successful bidder shall pay the balance payable GST amount against supplies made to the Company on a monthly basis within due date from the appointed date regularly. Successful bidder

- shall reconcile the differences/ mismatches in submissions on GSTN portal if any before submission of their final monthly return.
- e) The successful bidder shall issue a credit note or debit note (if any) with reference to an original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from the Company and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. Successful bidder shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Company promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest etc. arises due to non-compliance by the successful bidder, the same shall be reimbursed by the successful bidder to the Company. In case the successful bidder disqualifies in any of the above, please note that the input tax credit (GST) shall not be available to the Company and the Company has right to hold the GST amount without any intimation until the matter get resolved and credit is available to the Company.
 - f) In the event where the input tax credit of the GST charged by the successful bidder is denied by the tax authorities to the Company, the Company shall be entitled to recover such amount from the successful bidder by way of adjustment from the next tax invoice/debit note. In addition to the amount of GST, the Company shall also be entitled to recover from the successful bidder interest along with the applicable penalty imposed on the Company under GST laws. It is further agreed that in case the successful bidder fails to charge GST, if applicable, on the services/activities forming part of this agreement, at the time of raising invoices, the Company shall not be liable or responsible for reimbursing such tax, at any later date.
 - g) The Company reserves the right to change the aforesaid GST/ Tax terms and conditions as notified from time to time by Government of India or respective State Governments. It is further clarified that all payments under this agreement shall be subject to withholding taxes, if applicable.
 - h) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e., SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.

10. **PERFORMANCE GUARANTEE**

- a) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to **5% (five percent)** of the contract price/ value of work order either by Bank Draft/ NEFT/ RTGS or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank of India in the prescribed format of BBJ with due validity period and claim period of 180 days. The aforesaid Bank Guarantee should be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the Performance Guarantee is not submitted within 21 days.
- b) Provided further that after receipt of a specific formal request letter (in writing) from the successful bidder with valid justification/ reason for their non-submission of Performance Guarantee within the stipulated period, the said period of 21 (twenty-one) days for submission of Performance Guarantee may be extended at the sole discretion of the Competent Authority of BBJ. In such event of extension, a penal interest of 12% (twelve percent) per annum on Performance Guarantee value shall be charged for the delay beyond 21 (twenty-one) days, i.e., from 22nd day after the date of issue of LOA and up to the actual date of submission. In case the successful bidder fails to submit the Performance Guarantee even within the extended period, as aforesaid, the bid of the successful bidder shall be liable for rejection by the BBJ administration, and the LOA shall stand withdrawn.
- c) The Performance Guarantee shall be initially valid up to the stipulated date of

- completion plus 60 days beyond that. In case, the time for completion of work gets extended, the successful bidder shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- d) In case the successful bidder fails to submit the requisite Performance Guarantee within the stipulated period as mentioned in the above paragraphs, the bid may consequentially be cancelled by BBJ, and the LOA shall stand withdrawn. The defaulting successful bidder shall be debarred from participating in Re-Tender for that work and his EMD/ SD/ PG/ RA Bills shall be encashed/ invoked/ forfeited. In this regard, the decision of the Competent Authority of BBJ shall be final.
 - e) The formal Order shall be issued/ contract agreement (if any) shall be executed within a reasonable time only after receipt of Performance Guarantee from successful bidder. Till such time the order is issued/contract agreement (if any) is executed the successful bidder shall execute the work on the strength of LOA, but no payment shall be made to the successful bidder without order/ contract agreement. In the event the bid is cancelled by BBJ, and LOA is withdrawn accordingly due to non-submission of Performance Guarantee, the successful bidder shall have no right to claim on the executed work if any as aforesaid or any other claim whatsoever.
 - f) The value of Performance Guarantee originally submitted by the successful bidder need not be changed for a variation of contract price/ order value up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 5% (five percent) as applicable for the excess value over the original contract value shall be deposited by the successful bidder within 21 days from the date of receipt of intimation from BBJ.
 - g) The Performance Guarantee shall be released after physical completion of the work plus after completion of 60 days thereafter based on 'Completion Certificate' issued by BBJ stating that the successful bidder has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period/ defect liability period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.
 - h) Whenever the contract is rescinded by BBJ due to failure of the successful bidder, the EMD/ Security Deposit of the successful bidder shall be forfeited, and their Performance Guarantee shall also be encashed. The balance work shall be got done independently without risk & cost of the failed successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work. If the failed successful bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
 - i) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the LOA/ Contract (notwithstanding and/or without prejudice to any other provisions in the LOA/ Contract Agreement) in the event of:
 - (a) Failure by the successful bidder to extend the validity of the Performance Guarantee as described herein above, in that event BBJ may claim the full amount of the Performance Guarantee from the successful bidder.
 - (b) Failure by the successful bidder to pay BBJ any amount due, either as agreed by them or determined under any of the Clauses/ Conditions of the LOA/ Order/ Contract Agreement, within 30 days of the service of notice to this effect by BBJ.
 - (c) In the event of the LOA/ Contract being rescinded by BBJ under provisions of any of the clause/ condition of the LOA/ Order/ Contract Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

11.

SECURITY DEPOSIT:

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5% (five percent)** of the Total Contract Value shall be deducted and should be kept valid till completion of the entire contract period plus 12 (twelve) months i.e., up to end of Defect Liability Period. Security Deposit shall be in the following manner.

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

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

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

Security Deposit shall be returned to the contractor after successful completion of entire Order plus 12 (twelve) months i.e., after the end of Defect Liability Period and after the following:

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

12. **QUANTITY VARIATION**

- a) There may be quantity variation as approved/directed by CMC during the actual execution of work.
- b) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of variation in the quantity of the individual item of works, as directed by the CMC.

13. **PRICE VARIATION CLAUSE (PVC): NOT APPLICABLE**

14. **SUPERVISION & LABOUR:**

The bidder will be responsible for providing labour of adequate skill and supervisory staff for the timely execution of work.

15. **WATCH & WARD**

The successful bidder is responsible for the watch and ward of the materials. The price quoted by the Successful bidder is inclusive of the watch and ward expenses and no extra claim will be entertained for the deployment of watch and ward or loss, damage of machinery/ materials at the workshop. BBJ shall not be liable for the loss or damage of any of the successful bidder's equipment, machinery and temporary works.

16. **DEFECT LIABILITY PERIOD**

The Successful bidder shall fully guarantee all work as per the scope of this tender/order perform strictly in accordance with the drawings, specifications etc. The work shall be free from all defects. Should any work be not performed as intended or proved defective within **three (3) months from the date of completion of Works (D+3)**, the work shall upon notification of deficiency/ defect be promptly rectified by the Successful bidder to the satisfaction of BBJ and/or and Municipal corporation Chandigarh,(CMC) / Regional Center for Urban and Environmental studies Lucknow(RCUES) / or any other Inspection Bidder appointed by without any delay and at no extra cost to BBJ.

If the successful bidder fails to effect proper replacement within a reasonable time of receipt of BBJ's notification to this effect, BBJ shall be free to take such corrective action on the successful bidder.

17. **EMPLOYEES COMPENSATION INSURANCE**

The successful bidder shall submit proof of Employees Compensation Policy for all their workmen/ supervisors and any other person whom the successful bidder will deploy for our Project work before the commencement of the work.

Workmen's Compensation and Employer's Liability Insurance: WC Policy/ Insurance shall be affected for all the employees of the successful bidder. If any of the work is sublet, the successful bidder shall require their Sub-Contractor to provide workmen's compensation and employee's liability insurance for the latter's employees, if such employees are not covered under the Sub-Contractor's Insurance.

18. **PROVIDENT FUND**

The successful bidder will be required to cover all their workmen engaged and eligible under the Employees Provident Fund Act by them under provident fund (P.F.) from the commencement of the work. The successful bidder will have to submit the challan of payment made towards P.F. for their labour and staff to BBJ's HR Department as and when asked for.

19. **STATUTORY COMPLIANCE**

The successful bidder shall ensure strict compliance with all relevant labour laws, Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Payment of Bonus Act, Contract Labour (Abolition & Regulation) Act, E.S.I. Act, P.F. Act, Industrial Safety Regulations, laws pertaining to use/storage of explosives for the work. The successful bidder shall submit to BBJ' HR Department declaration as per format enclosed of compliance with payment of Minimum Wages, PF, ESI. Additionally, the proof of the same shall also be submitted to HR Department, as and when asked for as proof of compliance.

All Rules a applicable to the above shall be adhered to and complied.

20. **CONFIDENTIALITY OF DOCUMENTS**

The successful bidder shall treat all documents, specifications, drawings and contents therein as private and confidential.

21. **SUBLETTING OF WORK**

No part of Work Order nor any share or interest thereof shall in any manner of degree be transferred, assigned, or sublet by the Successful bidder directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

22. **INSPECTION OF WORKS**

Inspection & testing of work executed by the sub-contractor will be done by BBJ and/or Municipal corporation Chandigarh,(CMC) / Regional Center for Urban and Environmental studies Lucknow(RCUES) and/or their authorised representative and the sub-contractor is required to get the work passed through BBJ and/or Municipal corporation Chandigarh,(CMC) / Regional Center for Urban and Environmental studies Lucknow(RCUES) and/or their authorised representative.

23. **SAFETY AND ENVIRONMENT AT SITE/SHOP**

a) The successful bidder shall strictly abide by all safety standards, specifications, practices, rules, and regulations in construction and also the instruction of our safety (EHS) Engineer. Any kind of unsafe action or unsafe method of work by The Successful bidder's workmen, which may lead to injury to the successful bidder's workmen, will be viewed seriously and a penalty for the same will be levied on the successful bidder for such unsafe actions.

- b) The successful bidder will be responsible for the safety of their staff and employees of other agencies working in the successful bidder's area of operation.
- c) The Successful bidder shall delegate the responsibility of implementation of safety rules to one of The Successful bidder's staff.
- d) All safety appliances required like safety helmets, safety belts, shoes, retro-reflective jackets and other Safety PPE, etc., shall be arranged by the successful bidder at The Successful bidder's cost.
- e) In the event of non-availability of such safety gadgets at the required point of time, we may, at the sole discretion of the Site in charge, procure such gadgets and issue the same to The Successful bidder on a chargeable basis on actual plus 20% overhead charges.
- f) The successful bidder's authorized representative shall attend all safety meetings convened by the site safety (EHS) Engineer and abide by his instructions and follow the site safety practices without failure.
- g) Night working: Utmost care shall be taken during night operations with proper illuminations and safety.
- h) Any other safety arrangement is recommended to be followed as per instruction of Municipal corporation Chandigarh, (CMC) / Regional Center for Urban and Environmental studies Lucknow (RCUES).
- i) Further, the successful bidder should ensure compliance with COVID-19 protocols as applicable.

24. **LIQUIDATED DAMAGES**

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.

If the contractor fails to complete the works within the time as specified in the contract for the reasons not attributable to the successful bidder, BBJ may, if satisfied, allow the contractor to complete the work for further extension of time without imposing LD.

If the successful bidder fails to complete the works within the time as specified in the contract for the reasons attributable to the successful bidder, BBJ allows, if satisfied that the works can be completed within a reasonable short time thereafter, the successful bidder for further extension of time. On such extension, BBJ will recover from the bills of the successful bidder, as agreed damages, a sum equivalent to ½ (half) of 1% of the contract value per week or part of the week of any supplied equipment/services not delivered within stipulated time period or total order value in the case where part delivery is of no use to the purchaser, subject to the maximum limit of 10% for contract value up to 2 (two) lakh and 5% for contract value above 2 (two) lakh.

For the purpose of this Clause, the contract value of the works shall be taken as the value of work as per contract agreement including any supplementary work order/contract agreement issued.

Provided further, that if BBJ is not satisfied that the works can be completed by the Successful bidder and in the event of failure on the part of the successful bidder to complete the work within the further extension of time allowed as aforesaid, BBJ shall be entitled to encash the successful bidder's Security Deposit and Performance Guarantee and also rescind the contract, whether or not actual damage is caused by such default.

25. **INDEMNITY**

Bidder shall indemnify BBJ against all claims & losses in respect of their contractual obligations in the event of non-compliance of any terms & conditions of this documents or contract agreement / statutory rules/ obligations/ laws/ taxes & duties etc.

26. **TERMINATION OF CONTRACT**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program schedule mentioned in this document or fixed by BBJ

and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other Bidder/ agencies. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to affect any other payment to the present successful bidder for any ground whatsoever.

In the above event, the successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

The defaulting successful bidder shall not be issued any completion certificate for the contract.

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

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful bidder does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the BBJ, then BBJ shall be entitled after giving 48 hours' notice in writing to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after the expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

27. **RESOLUTION OF DISPUTES AND ARBITRATION**

In case a dispute or difference of any kind whatsoever arises out of or relates to the Contract or ancillary/incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter within sixty (60) days from the date of cause of action of the said dispute(s) or difference(s) arosed, to the Competent Authority of BBJ and the decision/recommendation/interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

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

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

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

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

28. **FORCE MAJEURE:**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, the act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall because of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist.

In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract.

Provided that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable equipment, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

29. **IMPORTANT NOTES:**

BBJ reserves the right to:

- i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- ii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- iv) May ask for further qualification during techno commercial scrutiny of bids received.
- vi) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during the preparation of the bid irrespective of whether it is accepted or not.
- vii) 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.
- viii) 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.

(पार्थ नंदी / PARTHA NANDY)
मुख्य प्रबंधक (परियोजना) / CHIEF MANAGER (PROJECT)

Annexure-A

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name and Designation of Officer of BBJ inviting the Tender)
The Braithwait Burn And Jessop Construction Co. Ltd.
(A Government of India Enterprise)
27, Rajendra Nath Mukherjee Road,
Kolkata – 700001

Dear Sir,

Sub: Declaration by Authorized Signatory regarding Authenticity of submitted documents.

Ref: 1) NIT/Tender Enquiry No. & Date:
2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by The Braithwaite Burn And Jessop Construction Co. Ltd.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BBJ shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of The Braithwaite Burn And Jessop Construction Co. Ltd.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)
Date:

Annexure - I
APPLICATION FORM FOR BIDDER

**BIOREMEDIATION OF LEGACY WASTE AT EXISTING DUMP SITE IN DUMPING GROUND
DADUMAJA, CHANDIGARH**

Sr.no.	Particulars	Details
1	Name of the Organization	
2	Address of Registered Office	
	Telephone No.	
	Fax No.	
	E-Mail ID.	
3	Address of Branch Office(s)	
	Telephone No.	
	Fax No.	
	E-Mail ID.	
4	Organization Details	Provided in Annexure -
5	Details of Directors /Partners /Proprietors	Provided in Annexure -
6	List of Consultancy Assignments as per the respective field/area completed during the last 7 years ending last day of preceding month in which EoI is invited.	Provided in Annexure - IV
7	Financial Status	Provided in Annexure -
8	Undertaking	Provided in Annexure - VI
9	Financial Quote	Provided in Annexure - VII

Place:
applicant
Date:

Signature of the

Name & designation

Annexure – II
Organisation Details

Sl. No	Parameters	Details
1	Organization Name	
2	Year of establishment/incorporation	
3	Status of Firm Proprietorship/Pvt. Ltd./ Public Ltd./Partnership Company/Any Other	
4	PAN No in the name of Firm/Applicant	
5	GST Registration No	
6	ESI Registration	
7	EPF Registration/ Account No.	
8	Empanelment with other Govt. Organizations, if any	

* Note- copies of all documents indicated above shall be enclosed.

Place:

Date:

Signature of the applicant

Name & Designation

Annexure-III

DETAILS OF DIRECTORS/PARTNERS/PROPRIETORS

S. No.	Name of the Director/ Proprietor	Academic Qualification	Designation	Address/ Phone No /Fax/ E mail	Directors Identification No. (DIN)

Place

Date

Signature of the Applicant

Name & Designation

Annexure IV

**CONSULTANCY ASSIGNMENTS COMPLETED DURING THE LAST 07 YEARS ENDING
LAST DAY OF PRECEDING MONTH OF PUBLISHING OF THIS tender**

S. No.	Name of Work / Project with address	Short description of Consultancy assignment/ Scope of Work	Name and address of Owner / Client	Cost of Work/ Project/ Consultancy fee (as the case may be)	Date of start of Work/ Project	Date of Completion of Work/ Project	Any other Information

**Minimum 3 Successfully completed projects of similar nature*

Note :

- 1) The works/ project mentioned shall be supported with Work Orders/ agreements and completion Certificates/ proof of completion.
- 2) The work order/agreement should clearly mention **scope of work** of the project. The applicant can also submit any other document/letter indicating **scope of work** of the project submitted.

Place:

Date:

Signature of the applicant
Name & Designation

**Annexure V
FINANCIAL STATUS**

Sr. No.	Financial Year	Annual Financial Turnover from Consultancy Operations/Professional fees.	Profit/Loss
1.	2021-22		
2.	2022-23		
3.	2023-24		
	Average		

Note:

- 1) The above should be supported by copies of Audited Balance Sheet and Chartered accountant certificate.
- 2) In case of applicant being sole proprietor / member, the Income Tax Return (ITR) of last three years ending March, 2023 shall be furnished.

Signature of the Chartered Accountant
CA Registration Number: Seal/ Stamp

Place:

Signature/ Seal of the Applicant.

Date:

Name & Designation.

Annexure - VI

LETTER OF SUBMISSION (On the Letter head of the agency including full Postal Address, and telephone, facsimile and email address)

Reference No. _____

Date: _____

The Executive Director,

Sir,

SUBJECT: "INVITATION OF TENDER FOR PROVIDING SUSTAINABLE SOLUTIONS AND FOR THE WORK OF THE BIO MINING/ BIO REMEDIATION OF LEGACY WASTE AT EXISTING DUMP SITE IN DUMPING GROUND DADUMAJA, CHANDIGARH."

Having examined the details given in the Tender document, we hereby submit the relevant information for considering the Tender for enlisting companies/ NGOs/ organizations providing technologies suitable for biomining/ bio-remediation of legacy waste at various dumpsites in India.

1. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. We have furnished all information and details necessary for the tender and have no further pertinent information to provide.
3. We confirm that we have no objection in "**BBJ Name**" or their authorized representative approaching individuals, employers and entities to verify our competency, genuinity and general reputation.
4. We declare that all the provisions of this Tender Documents are acceptable to us and we will be bound to comply with the instructions and guidelines issued in this regard, once we get empaneled.
5. We also declare that we have not been debarred/ blacklisted by any Government/Semi Govt. organization in any state/country.

Date of Submission:

Name & signature of the Authorized Signatory.

Company Seal