

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT/D&D/ROB/AGRA-PALWA/T-08-2025

Date: 13 May 2025

27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA-700 001 (WEST BENGAL)
TEL: (033) 2248 5841-44; FAX: (033) 2210 3961
E-MAIL: info.bbjconst@bbjconst.com
Website: www.bbjconst.com

Tender No.	NIT/D&D/ROB/AGRA-PALWA/T-08-2025	Date:	13 May 2025
-------------------	----------------------------------	--------------	-------------

निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

Sealed e-Tenders under the **two-part bidding system** (i.e. Techno-Commercial & Price Bid) are invited from vendors who are technically & financially capable for carrying out the said work as per scope of work and who will fulfil the Qualifying Requirements (QR) given under are eligible to quote against the above NIT:

01.	SCOPE OF WORK	ENGAGEMENT OF CONSULTANT/ CONSULTANCY FIRM FOR DESIGN & DRAWING WORK OF SUBSTRUCTURE & SUPERSTRUCTURE OF 51.5M SPAN COMPOSITE GIRDER, 24M SPAN COMPOSITE GIRDER AND 10M SPAN PSC SLAB FOR CONSTRUCTION OF 2-LANE ROAD OVER BRIDGE IN LIEU OF LEVEL CROSSING NO. 556A AT KM. 1457/14-16 IN AGRA-PALWAL SECTION OF AGRA DIVISION OF NORTH CENTRAL RAILWAY.
02.	QUANTITY	AS PER BOQ
03.	COMPLETION PERIOD	NINETY (90) DAYS FROM THE DATE OF PLACEMENT OF LOA/ ORDER, INCLUDING APPROVAL OF THE NC RAILWAY.
04.	COST OF TENDER DOCUMENT	NIL
05.	EARNEST MONEY DEPOSIT	<p>RS.25,000/- (RUPEES TWENTY-FIVE THOUSAND 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.</p> <p>FOR SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ.</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>

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT/D&D/ROB/AGRA-PALWA/T-08-2025

Date: 13 May 2025

06.	MODE OF SUBMISSION OF e-TENDER	ONLINE THROUGH THE E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL). 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. TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED ON CPPP AND BBJ'S WEBSITE.	
07.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	13-May-2025
		DOCUMENT DOWNLOAD START DATE	13-May-2025 AT 10:00 HRS.
		START DATE OF UPLOADING OF BID DOCUMENT	16-May-2025 AT 10:00 HRS.
		END DATE FOR UPLOADING OF BID DOCUMENT	23-May-2025 AT 15:00 HRS.
		DATE OF OPENING OF TECHNICAL BID	24-May-2025 AT 15:00 HRS.
		DATE OF OPENING OF FINANCIAL BID	TO BE NOTIFIED LATER

(पार्थो नंदी/ PARTHA NANDY)
मुख्य प्रबंधक (परियोजना)/ Chief Manager (Project)

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT/D&D/ROB/AGRA-PALWA/T-08-2025

Date: 13 May 2025

INSTRUCTION TO THE BIDDERS

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 authorised 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.

Hardcopies of the uploaded documents, excluding Price Bid, are to be submitted along with EMD and Tender Fee (as applicable) in a sealed envelope to the BBJ's Registered Office within five (05) days of bid submission last date.

4. SUBMISSION OF BID

All the pages of the tender document are to be signed with the Company's seal by the bidders. The rates in the appropriate space in the BOQ should be properly filled. Tenders to be submitted in two parts:

a) TECHNO-COMMERCIAL PART:

The Techno-Commercial part will consist of -

- i) **Earnest Money Deposit (EMD) of Rs.25,000.00** (Rupees twenty-five thousand lakh only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drew in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In the case of a successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the entire job, without any interest.

Bank Details for NEFT/ RTGS:

Name of Beneficiary:	THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.
Bank Name:	CANARA BANK
Branch:	SPCL MID CORPORATE BRANCH
Bank Address:	7, KYD STREET, CHOWRINGHEE, KOLKATA - 700016.
Bank Phone No.:	+91-33-22650981
Bank Account No.:	0254261005248
IFS Code:	CNRB0005004
MICR Code:	700015075
Bank Account Type:	CASH CREDIT

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

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT/D&D/ROB/AGRA-PALWA/T-08-2025

Date: 13 May 2025

ii) **A) PRE-QUALIFICATION CRITERIA FOR THE NON-EMPANELED VENDORS/ BIDDER**

All relevant documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of the Technical Bid. Any bidder not qualifying PQC criteria will be rejected, and the price bid will not be opened.

- (i) Signed copies of documents as per Eligibility Criteria as at Clause No.2 of Special Conditions of Contract.
- (ii) Signed copy of **PAN, Goods & Service Tax (GST) registration certificates.**
- (iii) Certificate of the Incorporation of the Company/ Partnership Deed/ DIN/ CIN etc.
- (iv) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) financial years ending 31st March of the previous financial year.
- (v) Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page towards acceptance of the same.
- (vi) 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) PRE-QUALIFICATION CRITERIA FOR THE EMPANELED VENDORS/ BIDDER:

The following document(s) to be provided as part of the Technical Bid. Any bidder not qualifying PQC criteria will be rejected, and the price bid will not be opened.

- i) Earnest Money Deposit.
- ii) Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page, towards acceptance of the same.

a. PRICE PART:

Properly filled up **BILL OF QUANTITIES (BOQ)** is to be uploaded to CPPP's website. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.

- b. The above 'TECHNO-COMMERCIAL PART' shall have to be forwarded to Chief Manager (Project) at BBJ's Head office.

5. **Conditional tenders may be rejected, and no additional clause will be entertained.**

6. **Joint Venture and/or Consortium/MoU shall not be considered for this tender.**

7. **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.

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT/D&D/ROB/AGRA-PALWA/T-08-2025

Date: 13 May 2025

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.

8. 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.

9. 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 agency 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:

10. 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 a 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.

11. 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.

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT/D&D/ROB/AGRA-PALWA/T-08-2025

Date: 13 May 2025

12. 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.
13. 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.
14. 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.
15. 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.
16. The successful bidder shall not sub-contract the selling and support procedure for the entire duration in BBJ.
 17. "Goods & Service Tax" registration certificate should be submitted. All duties, taxes, fees and other levies payable by the Bidder under the contract or any other cause shall be included in the quoted prices.
 18. The bidder should provide all the papers related to service and product warranty. The product should cover 03 (three) years' onsite comprehensive warranty and support service free for all the Hardware and Software installation at our office. Any hardware becomes unusable / not functioning properly, required to replace immediately, without any cost.
 19. **VALIDITY OF TENDER: – 90 (ninety) days from the date of opening of tender or for a further period if mutually accepted.**

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT/D&D/ROB/AGRA-PALWA/T-08-2025

Date: 13 May 2025

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/ Agency in response to BBJ's Notice of Invitation to this Tender Document.
- c) "**ORDER**" shall mean a written Work/ Purchase Order issued by BBJ.
- d) "**TENDERER/ BIDDER**" 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. ELIGIBILITY CRITERIA

- a) **Empaneled Vendors:** BBJ's empaneled vendors as mentioned in Instructions to Bidder are exempted from submission of documents towards eligibility.
- b) **Non-Empaneled Vendors:**
 - (i) The bidder should have experience in preparation of Design & Drawing work of Substructure & Superstructure of minimum of 45M Span Composite Girder (Screw Girder preferably) & 10M Span PSC Girder, during last Seven (7) years from the date of issue of the tender.
 - (ii) Average Annual Financial Turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least **Rs.3.60 Lakh** (supported by Audited Accounts only).

3. SCOPE OF WORK

It is proposed to construct 2-lane Road Over Bridge in lieu of level crossing No. 556A at km. 1457/14-16 in the Agra-Palwal section of the Agra Division of North Central Railway.

3.1 The scope of the work shall consist of carrying out the following activities in connection with the Road Over Bridge (ROB) level crossing No. 556A, reference drawing no NC Rly. ROUGH PLAN NO. Dy. C. E/GSU/AGC/ROB-556A/2024/01.

- (a) Review of all the available reports, drawings, and information, site details already available and after scrutiny consider the same while planning the work.
- (b) Feasibility checking of General Arrangement Drawing (GAD) for this ROB and do necessary correction, if required. The traffic bypass arrangement/diversion to be used during the construction period should be prepared. The planning as a whole should be functional and aesthetically appealing and complying with all requirements of Railways, State Govt., Local Authorities, IRC and MORTH. In case of any modification, GAD consultants shall submit corrected copy of working GADs in hard as well as in soft copy (AutoCAD file).
- (c) Based on the approved GAD, preliminary design, surveys and Geotechnical investigation, the consultant shall prepare detailed layout plans showing approach roads, bridge etc. Prepare detailed engineering design calculations and drawings of substructure & foundation i.e. pile/raft, abutment, pier, pier cap, pedestal, inspection platform, superstructure, dirt wall, crash barrier, expansion joints, railing, kerb, approach slab and access ladder etc. The drawings shall be prepared on computer in standard AutoCAD formats.

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT/D&D/ROB/AGRA-PALWA/T-08-2025

Date: 13 May 2025

- (d) The consultant shall submit engineering design and drawings for 51.5m composite girder, 24.0m composite girder and 10.0m PSC slab along with substructure & foundation with detailed technical specification and BBS for all the items of the work. Also furnish Bearing loads and movement data.
- (e) The Consultant shall also assist and extend all supports in getting the approval of detailed design and drawings from the client along with calculations for all the quantities and detailed specifications for all the items of the work
- (f) The consultant shall submit a detailed design basis report(DBR) clearly highlighting the proposed design methodology, standard provisions and loading requirements etc. for all the components of the proposed bridge/ROB.
- (g) The consultant shall get the design and working/detailed drawings proof checked from any reputed NIT/IITs at his own cost. The consultants shall also modify/revise the designs and drawings on the basis of changes/modifications suggested by the proof consultant or Employer without any additional payment.
- (h) Consultants must submit their plans and detailed drawings with AutoCAD based upon the analysis with the required systems.
- (i) The consultant shall supply hard copies of all drawings in 5 sets and soft copies in 02 sets in appropriate size within their cost.
- (j) The consultant shall provide complete design support during the construction stage.
- (k) The consultant shall visit the site during the execution/ construction period, without any extra cost, as directed by the Engineer in case of any problem relating to design/drawings. There will be no limit on number of necessary site visits of the consultant and decision of the Engineer shall be final.
- (l) Though the Geotechnical testing report and field instrumental survey is already conducted for this ROB, however consultant has to review and carry out confirmatory visit at bridge site location at each approach.

3.2 OBJECTIVE OF CONSULTANCY

This will involve preparation of GAD, design, detail working drawings, proof checking from NIT/IIT and approval of drawings from Railway.

3.3 SCOPE OF WORK:

(A) ENGINEERING

- i) Based on approved GADs of ROB, prepare detailed design and working drawings of 10.0m PSC Slab + 24.0m Composite Girder + 51.5m span Composite Girder + 24.0m Composite Girder + 10.0m PSC Slab/RCC Slab (applicable to acceptance of N. C. Railway) with Substructure & Foundation. Organize the proof checking of drawings and designs by the proof consultant from reputed IIT and approval from N. C. Railway.
- ii) Prepare design and drawings of other relevant structures, drainage, parapet walls, crash barrier, bearings, wearing course, water supply arrangement either affected or additionally required and prepare plans for diversion of utilities.

(B) GENERAL GUIDELINES FOR DESIGN OF ROB:

The design shall be carried out in terms of specifications of latest editions (and up-to-date correction/amendment) of IRS (Indian Railways Standards), IRC (Indian Road

दी ब्रेथवैट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT/D&D/ROB/AGRA-PALWA/T-08-2025

Date: 13 May 2025

Congress) and BIS (Bureau of Indian Standards), international codes wherever applicable and as desired by the Client/Employer.

Vertical Clearance for further electrification (if not existing) shall be provided corresponding to OHE requirements or any future track re-profiling in vertical frame, as desired by Railway.

The girder may be of Precast pre-stressed concrete (Post tensioned), steel or composite or R.C.C/PSC Beams/Slabs etc. depending upon the field conditions and economy.

4. **TECHNICAL SPECIFICATIONS**

Design & Drawing work of Substructure & Superstructure of 51.5M Span Composite Girder, 24M Span Composite Girder and 10M Span PSC Slab as mentioned in the **GA Drawing No. NC Railway Rough Plan No. Dy. C.E/GSU/AGC/ROB-556A/ 2024/01.**

5. **COMPLETION PERIOD**

The entire work is to be completed within **Ninety (90) Days** from the date of placement of LOA/Order. This includes approval of design & drawings from the NC Railway.

6. **PAYMENT TERMS**

a) **80% (eighty percent)** payment will be released within 45 (forty-five) days after submission of proof checked design & drawings to N. C. Railway and submission of clear bills duly certified by the concerned person/ department of BBJ.

b) **Balance 20% (twenty percent)** will be released within 45 (forty-five) days after approval of design & drawings from N. C. Railway and submission of clear bills duly certified by the concerned person/ department of BBJ.

7. **SECURITY DEPOSIT**

Security Deposit (SD) shall be **Rs.25,000.00** (Rupees twenty-five thousand only). EMD deposited by the successful bidder along with the tender will be retained by the BBJ as Security Deposit.

SD shall be returned to the successful bidder after completion of the entire contractual period plus 60 days thereafter or extended contractual period plus 60 days thereafter.

8. **PENALTY FOR DELAY**

If the successful bidder fails to supply the quantity within the stipulated delivery period as to be informed by Design & Drawing Department from time to time and as mentioned in the order, 0.5% (zero-point five percent) of the order value will be deducted from the bill/invoice for per week of delay or part thereof, subject to a maximum of 5% (five percent) of the total order value.

9. **FIRM PRICE**

Rates shall remain firm & shall not attract an escalation due to any reason in pursuance of this contract from the date of LOA/Order.

10. **QUANTITY VARIATION:**

10.1 The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts.

10.2 The consultant shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions and use of materials for the execution thereof or to order any additional work to be done or any works not to be done, the consultant will not be entitled, to any compensation

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT/D&D/ROB/AGRA-PALWA/T-08-2025

Date: 13 May 2025

for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done.

11. TAXES & DUTIES

The successful bidder shall be exclusively responsible for payment of all applicable Taxes, Royalties etc. (**excluding 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 the Company in respect of any duties/ taxes to be imposed on the procurement of materials for execution of the contract.

12. GOODS AND SERVICE TAX (GST)

- i) The successful bidder shall be liable to pay all applicable taxes [**excluding Goods and Service Tax (GST)**] or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, as applicable, separately in the bill/ invoice/ debit/ credit notes. Successful bidder shall quote their GST Identification No. (GSTIN) in all its bills/invoices/ debit/credit notes.
- ii) The successful bidder has to provide a proper invoice/ debit/ credit notes bearing QR Code wherever applicable in the form and manner prescribed under rules of the GST Act/ rules containing all the particulars mentioned therein. In the event the successful bidder fails to provide the invoice/debit/credit notes in the form and manner prescribed under GST, then in the event of such non-compliance of the GST Act/Rules, the successful bidder shall be liable to indemnify for any losses to the Company.
- iii) The successful bidder shall raise their tax invoice in the regular interval as per contract conditions and upload their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from Bidder's bill.
- iv) The successful bidder shall upload/ submit/ report all supply invoices/ debit/ credit notes details in the form of prescribed statements/returns on the GSTN portal on or before the prescribed due dates date as per GST act/rules. The successful bidder shall pay the balance payable GST amount against supplies made to the Company on a monthly basis within due date from the appointed date regularly. Successful bidder shall reconcile the differences/ mismatches in submissions on GSTN portal if any before submission of their final monthly return.
- v) The successful bidder shall issue a credit note or debit note (if any) with reference to an original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from the Company and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. Successful bidder shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Company promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest etc. arises due to non-compliance by the successful bidder, the same shall be reimbursed by the successful bidder to the Company. In case the successful bidder disqualifies in any of the above, please note that the input tax credit (GST) shall not be available to the Company and the Company has right to hold the GST amount without any intimation until the matter get resolved and credit is available to the Company.
- vi) In the event where the input tax credit of the GST charged by the successful bidder is denied by the tax authorities to the Company, the Company shall be entitled to recover such amount from the successful bidder by way of adjustment from the next tax invoice/debit note. In addition to the amount of GST, the Company shall also be entitled to recover from the successful bidder interest along with applicable penalty imposed on the Company under GST laws. It is further agreed that in case the successful bidder fails to charge GST, if applicable, on the services/activities forming part of this agreement, at the time of raising invoices; the Company shall not be liable or responsible for reimbursing such tax, at any later date.

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT/D&D/ROB/AGRA-PALWA/T-08-2025

Date: 13 May 2025

- vii) The Company reserves the right to change the aforesaid GST/ Tax terms and conditions as notified from time to time by Government of India or respective State Governments. It is further clarified that all payments under this agreement shall be subject to withholding taxes, if applicable.
- viii) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e., SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.

13. **NEW LEVIES/ TAXES**

In case Government imposes any new levy/tax or modifies rate of existing taxes excluding GST after awarding of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax applies to this contract.

14. **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 agency/ agencies. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful bidder for any ground whatsoever.

The successful bidder may 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 local rules & regulations/ rules of 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.

15. **ARBITRATION:**

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

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT/D&D/ROB/AGRA-PALWA/T-08-2025

Date: 13 May 2025

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

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

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

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

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

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

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

Provided that if the contract is terminated under this clause, the BBJ shall be at liberty to take over from the successful bidder at a price to be fixed by the BBJ, 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 successful bidder at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the successful bidder may, with the concurrence of the BBJ, elect to retain.

17. JURISDICTION OF COURT

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

18. IMPORTANT NOTES

(A) BBJ reserves the right to:

(i) Accept or reject any bid received at its discretion without assigning any reasons

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

NIT/D&D/ROB/AGRA-PALWA/T-08-2025

Date: 13 May 2025

- 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.
 - (v) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during the preparation of bid irrespective of whether it is accepted or not.
 - (vi) 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.
 - (vii) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such application.

(पार्थो नंदी/ PARTHA NANDY)
मुख्य प्रबंधक (परियोजना)/ Chief Manager (Project)
