

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD.

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/HSFG BOLT/D-2024/2154/3135/G-08-2022

Date: 15.01.2022

(A Government of India Enterprise)

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

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

E-MAIL: info.bbjconst@bbjconst.com; Website: www.bbjconst.com;

e-NIT No.	eNIT/DGM(P-V)/HSFG BOLT/D-2024/2154/3135/G-08-2022	DATE	15.01.2022
-----------	--	------	------------

NOTICE INVITING e-TENDER

Sealed Tenders under a **two-part** bidding system from eligible vendors against the above NIT are invited for the following work;

01.	SCOPE OF SUPPLY	Manufacture & Supply of High Strength Friction Grip Bolt CL-10.9 as per RDSO Drawing No. RDSO/B-11760/R1 with Nuts & Washer for 24x76.2M Span 25T Loading Welded Truss Girder in construction of 24x76.2m span Important Bridge over river Ganga at Allahabad between Jhusi and Daraganj station of NER in the state of Uttar Pradesh.
02.	QUANTITY	As per BOQ (as detailed in Annexure-A). Bidder should quote the rate for all the items of BOQ.
03.	COST OF TENDER DOCUMENT	Nil
04.	EARNEST MONEY DEPOSIT (EMD)	Rs.20,00,000/- (Rupees twenty lakh only) by Demand Draft/ NEFT/ RTGS In favour of " THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED " payable at Kolkata. MSME/ NSIC/ SSI units will be waived from submitting the "EMD" subject to submission of the declaration of the UDYOG AADHAR MEMORANDUM (UAM) number.
04.	SECURITY DEPOSIT	For successful bidder, above Earnest Money will be converted into Security Deposit and will be retained till successful completion of supply of HSFG Bolts with Nuts & Washer at Mizoram project site. For unsuccessful bidders, Earnest Money will be refunded after the finalization of the Order without any interest. MSME/ NSIC/ SSI units, who are exempted from submitting EMD, will submit a Security Deposit of the amount equivalent of EMD in the form of Demand Draft/ NEFT/ RTGS, within 15 (fifteen) days from the date of receipt of LOA, otherwise, LOA will be cancelled & withdrawn. The bidder will be debarred from participating in a future bid for 01 (one) year from the date of LOA.
05.	MODE OF SUBMISSION	Online through Government e-Marketplace system https://gem.gov.in . Tender Fee, EMD and Other documents as uploaded are to be submitted at BBJ'S Head Office at 27, R. N. Mukherjee Road, Kolkata - 700001, West Bengal, before the opening of the technical e-bids.

(ANIMESH NEOGI)
DGM(P-V)

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD.

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/HSFG BOLT/D-2024/2154/3135/G-08-2022

Date: 15.01.2022

CHECKLIST

SL. NO.	DESCRIPTION	DOCUMENTS
1.	TECHNO-COMMERCIAL e-BID	The following document is to be uploaded online into CPP's Portal:-
a)	Eligibility Criteria	Bidder(s) must submit all documents/ evidence towards manufacture & supply of H.S.F.G Bolts CL-10.9 (As per RDSO Drawing No. RDSO/B-11760/R1) conforming to EN:14399-3 & BS-111 as per latest edition, Nuts conforming to N-14399-3 and BS-111 as per latest edition and DTI washer Conforming to E-14399-9 & BS-111 and Plain washer, taper washer & bolt face washer conforming to EN-14399-5,6 & BS-111 as per latest edition to Govt. Agencies/ Public Sector Companies (i.e. PSUs)/ Companies directly working in erection work of Bridge Girders under Railways. All the specifications are as per the attached Annexure-A.
b)	Earnest Money Deposit (EMD)	i) Rs.20,00,000/- (Rupees twenty lakh only) by Demand Draft/ NEFT/ RTGS in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at "Kolkata". ii) MSME/ NSIC/ SSI units will be waived from submitting the "EMD" subject to submission of the declaration of the UDYOG AADHAR MEMORANDUM (UAM) number.
c)	PAN no.	Copy of PAN card duly signed & with an official stamp.
d)	Income Tax Return (ITR)	Income Tax Return (ITR) for the last three (03) years ending as of 31 st March 2021.
e)	Good & Service Tax (GST) Registration No	Copy of Good & Service Tax (GST) registration certificate duly signed & with an official stamp.
f)	Submission of Tender Document	Tender document duly signed with an official stamp on each page (excluding BILL OF QUANTITY)
2.	PRICE BID/ Bill of Quantity (BOQ)	A properly filled up Bill of Quantities (BOQ) is to be uploaded to GeM Portal. Price bids of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ. HSN/SAC code must be provided against each BOQ item.

(ANIMESH NEOGI)
DGM(P-V)

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD.

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/HSFG BOLT/D-2024/2154/3135/G-08-2022

Date: 15.01.2022

INSTRUCTION TO THE BIDDERS

1.0 REGISTRATION OF CONTRACTOR

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

2.0 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 Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Guideline to bidder DSC is given as a USB e-Token.

3.0 SUBMISSION OF BID:

Bids are to be submitted online through the e-Bidding system of GeM Portal (<https://gem.gov.in>). **Hardcopy of the uploaded/ submitted bid (technical part) shall have to be submitted to this office physically along with the EMD & Tender Fee.**

Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the **BOQ** should be properly filled in. Tenders to be submitted in **two parts**:

a) **TECHNO-COMMERCIAL PART:** The Techno-Commercial part will consist of -

i) **PRE QUALIFICATION CRITERIA OF THE BIDDER**

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.

The Techno Commercial Part should contain the following documents, which are to be submitted/uploaded with the offer:

- (a) Cost of Tender (Non-refundable) of **₹10,000/-** (Rupees ten thousand only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". Scanned copy to be uploaded in portal and instrument to be submitted physically along with other documents.
- (b) Earnest Money Deposit (EMD) of **₹20,00,000/-** (Rupees twenty 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 Defect Liability Period, without any interest. Scanned copy to be uploaded in portal and instrument to be submitted physically along with other documents.

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.)

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD.

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/HSFG BOLT/D-2024/2154/3135/G-08-2022

Date: 15.01.2022

Bank Account No.: 11175160292

Bank Account Type: Current

IFS Code: SBIN0001401

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

- (c) GST Registration Certificate
- (d) Copy of PAN CARD
- (e) Copy of acknowledgement of filing of GSTR-1 and GSTR-3B for the current financial year up to the month of tender.
- (f) Downloaded Tender document (except price bid) duly signed with an official stamp on each page.
- (g) Copy of relevant documents/ experience certificate showing past experience in respect of the supply of HSFG Bolts, Nuts & Washers as per the following Eligibility Criteria;

ELIGIBILITY CRITERIA:

Bidder(s) must submit all documents/ evidence towards manufacture & supply of H.S.F.G Bolts CL-10.9 (As per RDSO Drawing No. RDSO/B-11760/R1) conforming to EN:14399-3 & BS-111 as per latest edition, Nuts conforming to N-14399-3 & BS-111 as per latest edition and DTI washer Conforming to E-14399-9 & BS-111 and Plain washer, Taper washer & bolt face washer conforming to EN-14399-5,6 & BS-111 as per latest edition to Govt. Agencies/ Public Sector Companies (i.e. PSUs)/ Companies directly working in erection work of Bridge Girders under Railways. All the specifications are as per the attached Annexure-A.

- (h) Audited Balance Sheet & P/L for the last 03 (three) financial years ending 31st March of the previous financial year.
- (i) The bidder should be RDSO approved vendor and the necessary documents should be submitted along with the bid.

ii) **PRICE-PART -**

Properly filled up BILL OF QUANTITY duly digitally signed to be uploaded in the Financial part. **Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified & acceptable to BBJ and subject to acceptance of the techno-commercial bids by the Principal Employer i.e. RVNL.**

HSN/SAC code must be provided against each BOQ item.

4.0 **INTEGRITY PACT:**

The Bidder/ Contractor is required to enter into an Integrity Pact with the Employer, in the Format at Annexure-I. The Integrity Pact enclosed as 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) :

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD.

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/HSFG BOLT/D-2024/2154/3135/G-08-2022

Date: 15.01.2022

Shri M. N. Krishnamurthy
IPS (Retd.)

3C-910, HRBR Layout,
Kalyan Nagar,
Bangalore - 560043
Karnataka

E-Mail: krishnamurthymn19@gmail.com

5.0 **Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.**

6.0 **BBJ administration reserves the right to accept or reject any or all of the tenders and split the scope of supply into more than one agency(ies) without assigning any reason whatsoever. No claim will be entertained on account of this. However, in the case of splitting, the L1 bidder will get 60% (sixty per cent) or more of the total quantity, depending upon the requirement of BBJ.**

7.0 **SPLITTING OF SCOPE OF SUPPLY**

BBJ reserve the absolute right to split the Scope of Supply in respect of Size & Quantity among the Techno-commercially qualified bidders as per BBJ's requirement and decision. However, in such a case, the ratio will be 60%:40% between L1:L2 bidders, if the L2 bidder matches the rate, terms and conditions of the L1 bidder. If it is divided between three parties, the ratio will be 50%:30%:20% between L1:L2:L3 bidders, if L2 & L3 bidders match the rate, terms and conditions of the L1 bidder.

However, any party will not have any claim towards reduction of such quantity from their scope of supply and such splitting of Scope of Supply will be done at negotiated Lowest accepted rate only.

Order quantity will be reviewed periodically by BBJ and considering the status of production and supply of Bolts, quantities may be revised/ reduce as per BBJ's requirement to suit the project work.

BBJ's decision, in this regard, will be final and binding on the supplier(s) and no claim will be entertained on this account.

8.0 **VALIDITY OF TENDER: 90 (NINETY) days** from the date of opening of tender or for a further period if mutually accepted in writing.

9.0 **Important Notes;**

BBJ reserves the right to:

- a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- b) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- c) Postpone or extend the above-mentioned date, split and distribute the work among more than one contractor without assigning any reason whatsoever.
- d) May ask for further qualification during techno commercial scrutiny of bids received.
- e) BBJ shall not be responsible for any delay, loss, damage for the bids sent by post.

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD.

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/HSFG BOLT/D-2024/2154/3135/G-08-2022

Date: 15.01.2022

- f) BBJ shall not be liable for any expenses incurred by the bidder in preparation of the bid irrespective of whether it is accepted or not.
- g) 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.
- h) 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.

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD.

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/HSFG BOLT/D-2024/2154/3135/G-08-2022

Date: 15.01.2022

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. **SCOPE OF SUPPLY:**

As per BILL OF QUANTITY (BOQ) and as mentioned in Annexure-A.

3. **QUANTITY VARIATION**

- a) There may be quantity variation during the actual execution of work.
- b) If due to change in design/ drawing/ specification, there is any increase/ decrease in items/ quantities up to any extent of +/- 25% (plus/minus twenty-five per cent) of both, payment will be made only for the actual work done with the same rate, terms and conditions of the original order on the Bidder by BBJ duly certified by the Site In-Charge/BBJ, Prayagraj (Allahabad) Site, U.P.

4. **INSPECTION & TESTING:**

Manufacturer's Test Certificate & inspection by BBJ/ RVNL/ RVNL's Approved Agency.

The following aspects may be noted in this regard:

- a) In addition to the above, random samples of the Bolts shall be collected by BBJ/ RVNL/ RVNL's Approved Agency for Third-Party Testing by NABL accredited Laboratory at any stage to confirm the fulfilment of the acceptance criteria.
- b) In case of rejection of Bolts at any stage by any of the above inspection agencies, the defective lot/lots of Bolts must be replaced by the supplier by a fresh lot for further inspection and testing by the inspection agency nominated by BBJ within a reasonable time without any extra cost to BBJ. Inspection and test report clearing this replacement lot with acceptable test results as per relevant IS codes and confirming all the requirements must be submitted before dispatch. Inspection certificate shall not absolve the supplier from replenishing defective Bolts at any stage.
- c) Inspection Charges will be reimbursed by BBJ at actual on submission of all the relevant documentary evidence along with bill against delivery, subject to acceptance of the lot by the inspection agency.
- d) Detailed inspection and acceptance criteria as per approved QAP is enclosed as Annexure.

5. **FIRM PRICE:**

The rate shall remain firm and shall not attract escalation due to any reason such as Steel price hike whatsoever in pursuance of this contract during the delivery period or up to the extended delivery period as the case may be from the date of the order. No escalation or any variation in prices is payable to the supplier on account of any

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD.

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/HSFG BOLT/D-2024/2154/3135/G-08-2022

Date: 15.01.2022

increase or modification in the tax structure or introduction/ modification of the existing levy structure.

6. **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 for any duties/taxes to be imposed on procurement of any materials/obtaining of any services for execution of this contract.

7. **GOODS AND SERVICE TAX (GST):**

a) The quoted price shall be **inclusive of Goods and Service Tax**. The GST as legally leviable & payable by the bidder under the provisions of applicable law/act shall be paid extra by BBJ as per the successful bidder's bill. **Bidder shall quote their rate after considering the input tax credit on their inputted materials and services.**

b) In case, transfer of property of goods will involve in connection with immovable property, GST under supply of services will be applicable. The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along with the bid documents (techno-commercial e-bid). **Bid without GST number shall be cancelled.**

c) 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.

d) 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.

8. **NEW LEVIES / TAXES**

In case Government imposes any new levy/tax 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.

9. **PAYMENT TERMS:**

100% (one hundred per cent) of the accepted rate will be released on delivery of the HSFG Bolts at the site with IC. The said payment shall be made within 45 (forty-five) days from submission of clear invoice duly accepted by Site.

10. **DELIVERY:**

Delivery to be made in Mizoram state, at any or all the addresses mentioned below:-

The Braithwaite Burn and Jessop Construction Co. Ltd
Ganga Bridge Project,
Katka Road (Old G.T. Road),
Near Jhusi Railway Station,
P.O.- Jhusi, Dist.- Prayagraj (Allahabad),
Pin – 211019 (UP)
GST No.: 09AAACT9760B1ZA

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD.

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/HSFG BOLT/D-2024/2154/3135/G-08-2022

Date: 15.01.2022

11. **DELIVERY PERIOD:**

The total quantity is to be delivered in phases (as per the instruction of BBJ) starting from the end of the 2nd month from the date of LOA/Order and the entire order to be completed within 12 (twelve) months from the date of LOA/ Order, whichever is earlier.

12. **DELIVERY PERIOD EXTENSION**

If there is a delay for reasons not attributable to the successful bidder, BBJ upon receipt of written request justifying such delay from the Supplier may extend the Delivery period as suitable and fit reasonable to BBJ. No extra claim of supplier will be entertained in such cases of time extension being granted.

13. **SECURITY DEPOSIT**

For successful bidder, Earnest Money Deposit (EMD) will be converted into security deposit and will be retained by BBJ till successful completion of supply of HSFG Bolts, Nuts & Washer without any interest. On receipt of formal application from the successful bidder for releasing of EMD, BBJ will release the amount after completion of the entire supply.

MSME/ NSIC/ SSI units, who are exempted from submitting EMD, shall have to submit a Security Deposit of the amount equivalent of EMD in the form of Demand Draft/ NEFT/ RTGS, within 15 (fifteen) days from the date of receipt of LOA, otherwise, LOA will be cancelled & withdrawn. The bidder will be debarred from participating in a future bid for 01 (one) year after the date of LOA.

14. **GUARANTEE:**

The successful bidder will stand a guarantee for the quality supplied item. If the supplied quantity is found defective, the defective quantity is to be replaced by the supplier at their risk and cost.

15. **SUBLETTING OF WORK**

No part of our Order nor any share or interest thereof shall, in any manner, be transferred, assigned or sublet by the successful bidder/supplier directly or indirectly to any person or firm or company, whatsoever the name, without the prior consent in writing of BBJ and/or Principal Client.

16. **LIQUIDATED DAMAGE:**

If the successful bidder fails to supply the quantity within the stipulated delivery period, as mentioned in the order, 0.5% (zero point five per cent) 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 per cent) of the total order value.

17. **TERMINATION OF CONTRACT:**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled 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 BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD.

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/HSFG BOLT/D-2024/2154/3135/G-08-2022

Date: 15.01.2022

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 the all other local rules & regulations/ rules of local Govt. bodies should be abide & complied by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result 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.

18. **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 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 BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD.

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/HSFG BOLT/D-2024/2154/3135/G-08-2022

Date: 15.01.2022

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.

19. **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, BBJ shall be at liberty to take over from the successful bidder at a price to be fixed by 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 BBJ, elect to retain.

20. **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.

21. **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) Drawings
- 8) Notice Inviting Tender
- 9) Instructions to the Bidders (IB)
- 10) General Conditions of Contract

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD.

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/HSFG BOLT/D-2024/2154/3135/G-08-2022

Date: 15.01.2022

22. **NOTE to BOQ:**

- a) The quoted rate should be inclusive of all taxes, Duties, Royalties, Delivery charges at our Ganga Bridge Project Site including Goods & Service Tax.
- b) All specifications are as per attached Annexure-A.
- c) Each Hex (Hd) HSFG bolt consists of 1 no. DTI Washer, 1no. Hex(Hd) Nut, 1 no. plain washer or Taper washer (For ISMC). and 1 no. bolt face washer Quantity and size as provided in the Annexure-A;
- d) HSFG Bolt conforming to EN:14399-3 & BS-111 as per the latest edition
- e) HSFG Nut conforming to EN-14399-3 & BS-111 as per the latest edition
- f) DTI washer Conforming to E-14399-9 & BS-111 and Plain washer, taper washer & bolt face washer conforming to EN-14399-5,6 & BS-111 as per latest edition.
- g) All HSFG bolts are of Class 10.9 and all Nuts, Washers are of Class 10 as per RDSO Drg. No-RDSO/B-11760/R1
- h) All Bolts, Nuts and Washers shall be coated with Zinc Flakes as per ISO:10683
- i) All bolts, nuts and washers must have MTC in addition to 3 sets of a random sample consisting of 1 no. Hex(Hd) bolt, 1 no. Hex(Hd) nut, 1 no. plain /tapper washer and 1 no.DTI washer from each lot to be sent to NABL accredited Lab.
- j) All bolts shall be marked with property class marking, identification mark of Manufacturer, heat mark of raw material and length of the bolt to be either embossed or indented on the top surface of the head.
- k) All nuts shall be marked with property class marking and identification mark of the manufacturer to be either embossed or indented on the non-bearing face of washer faced nuts
- l) All plain/ taper washers shall be marked with the identification mark of the manufacturer to be indented on the non-chamfared side.
- m) All DTI washers shall be marked with the identification mark of the manufacturer and lot no. on the face of DTI for which protrusion project.
- n) HSFG Bolt along with NUT and WASHER (plain or Taper and DTI) will be provided in phase wise as per site requirement

(ANIMESH NEOGI)
DGM(P-V)