

**THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.**

(A Govt. of India Enterprise)

DGM(P-V)/HYDRA/D-2258-2036/2155/3136/3131/G-42-2022

Date: 06.05.2022

(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](mailto:info.bbjconst@bbjconst.com); Website: [www.bbjconst.com](http://www.bbjconst.com);

ATC No.	DGM(P-V)/HYDRA/D-2258-2036/2155/3136/3131/G-42-2022	DATE	06.05.2022
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**NOTICE INVITING E-BID**

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

01.	<b>SCOPE OF SUPPLY</b>	SUPPLY AND COMMISSION WITH PERMANENT REGISTRATION (PRIVATE) OF <b>14 TON CAPACITY HYDRAULIC MOBILE CRANE (ESCORT/ ACE MAKE)</b>
02.	<b>QUANTITY</b>	<b>02 (TWO) NOS.</b> AS PER BOQ/ ANNEXURE-A
03.	<b>COST OF TENDER DOCUMENT</b>	<b>NIL</b>
04.	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<p><b>RS.1,00,000/-</b> (RUPEES ONE 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>MSME/ NSIC/ SSI UNITS (VALIDITY OF EXEMPTION CERTIFICATE SHOULD BE AT LEAST UP TO ONE MONTH BEYOND THE VALIDITY OF THE BID) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING EMD SUBJECT TO SUBMISSION OF DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON GEM. A COPY OF THE UAM CERTIFICATE NEED TO BE SUBMITTED. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED. FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER THE FINALIZATION OF THE ORDER, WITHOUT ANY INTEREST.</p> <p>FOR A SUCCESSFUL BIDDER, THE ABOVE EMD AMOUNT WILL BE CONVERTED INTO A SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL THE END OF THE DEFECT LIABILITY PERIOD, WITHOUT ANY INTEREST.</p>
05.	<b>SECURITY DEPOSIT</b>	<p><b>10% (TEN PER CENT) OF CONTRACT VALUE.</b></p> <p>SECURITY DEPOSIT WILL BE UP TO THE TOTAL AMOUNT EQUIVALENT TO 10% (TEN PER CENT) OF CONTRACT VALUE AFTER ADJUSTMENT OF EMD AS INITIAL SECURITY DEPOSIT.</p> <p>SECURITY DEPOSIT SHALL BE RELEASED AFTER COMPLETION OF WARRANTY PERIOD/ DEFECT LIABILITY PERIOD.</p>

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06.	<b>PERFORMANCE BANK GUARANTEE (PBG)</b>	SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT AN IRRECOVERABLE PERFORMANCE GUARANTEE TO AN AMOUNT EQUIVALENT TO <b>3%</b> (THREE PER CENT) OF THE CONTRACT VALUE, ISSUED BY ANY NATIONALIZED/ SCHEDULED BANK IN INDIA WITHIN 45 (FORTY-FIVE) DAYS FROM THE DATE OF LOA/ORDER.  THE PERFORMANCE GUARANTEE SHALL REMAIN VALID UP TO THE END OF THE COMPLETION OF THE ENTIRE CONTRACT.
07.	<b>MODE OF SUBMISSION</b>	ONLINE THROUGH GOVERNMENT E-MARKETPLACE SYSTEM <a href="https://gem.gov.in">HTTPS://GEM.GOV.IN</a> . 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.

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**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 Centre (NIC) on payment of the 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 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 are 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) **Earnest Money Deposit (EMD)** of **₹1,00,000/-** (Rupees one lakhs 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.)

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 to the Portal and submitted along with the bid.

- (b) GST Registration Certificate  
(c) Copy of PAN CARD  
(d) Downloaded ATC/Tender document (except price bid) duly signed with an official stamp on each page.  
(e) Bidder(s) must submit all documents/ evidence towards manufacture & supply of 14 Ton capacity Hydraulic Mobile Crane as per Clause No.2 of "Special Condition of Contract".  
(f) Manufacture/ OEM and/or the Authorized Dealer of "ESCORTS/ ACE" will be eligible to participate in the bid.

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- (g) Copy of **valid Dealership Certificate** issued by "ESCORTS/ ACE" (applicable only for valid Authorised Dealer of "ESCORTS/ ACEL")
- 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.**
- 4.0 **EXEMPTION FOR MICRO & SMALL ENTERPRISES:**
- (a) MSME/ NSIC/ SSI units will be waived from submitting Tender Fee & EMD subject to submission of the declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.
- (b) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given the following benefits:
- (i) Issue of Tender set free of cost
- (ii) Exemption from payment of Earnest Money Deposit
- (c) Firms registered with NSIC under its "Single Point Registration Scheme".  
(Exemption will apply only to items/ services indicated under the description of work/ supplies/ services & value up to which the firms are registered with NSIC). To obtain the above benefits, firms should necessarily submit a signed copy of a valid Registration Certificate issued by NSIC. Firms that are in the process of obtaining NSIC Registration will not be considered for the benefits.
- 5.0 **No deviation from the tender conditions shall be accepted. Conditional and Incomplete tenders shall be rejected and no additional clause shall be entertained. All rights reserved upon BBJ in this regard.**
- 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.**
- 7.0 **VALIDITY OF TENDER: 90 (NINETY) days** from the date of opening of tender or for a further period if mutually accepted in writing.
- 8.0 All duties (including GST), taxes, fees and other levies payable by the successful Bidder under the contract or any other clause shall be included in the quoted prices.
- 9.0 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/bidders.
- 10.0 **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.
- 11.0 Bidders are requested to get themselves enrolled/ registered in BBJ's vendor registration system at <https://bbjconst.in> for the generation of vendor code and upload the same along with the bid document.
- 12.0 **ORDER OF PRIORITY OF 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:

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- a) Work order
- b) Letter of Award (LOA)
- c) Schedule of Items, Rates & Quantities
- d) Special Conditions of the Contract (SCC)
- e) Technical Specifications (TS)
- f) Scope of Work (SOW)
- g) Drawings
- h) Relevant Codes & Standards
- i) Notice Inviting Tender
- j) Instructions to the Bidders (IB)
- k) General Conditions of Contract

13.0 **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, or damage for the bids sent by post.
- 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.

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**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:**

**02 (two) nos. 14T Hydraulic Mobile Crane (ESCORT or ACEL make)** as per the technical specifications mentioned in Clause No.3.

3. **TECHNICAL SPECIFICATION:**

Lifting Capacity: 14T  
Boom: 4 Part Hydraulically operated  
Height: 15 to 16 Mtr.

4. **FIRM PRICE:**

The rate shall remain firm and shall not attract escalation due to any reason 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 increase or modification in the tax structure or introduction/ modification of the existing levy structure.

5. **TAXES & DUTIES:**

The contractor 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.

6. **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, the 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). **A bid without a 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 the 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 the 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.

7. **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.

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8. **PAYMENT TERMS:**

100% (one hundred per cent) of the accepted rate will be released on delivery of the Hydraulic Mobile Crane 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.

9. **DELIVERY PERIOD:**

Delivery to be made within 30 (thirty) days from the date of LOA/Order whichever is earlier with Manufacturer's Test Certificate & Guarantee Certificate.

10. **DELIVERY LOCATION:**

Delivery to be made in the following locations as mentioned below:-

a) **01 no. 14T Hydraulic Mobile Crane to be delivered at:**

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Br. No. 3, Hasdeo River Project,

Manikpur Coal Mines,

Hanuman Chowk, Korba,

Dist- Korba, Chattisgarh-495677

a) **01 no. 14T Hydraulic Mobile Crane to be delivered at:**

The Braithwaite Burn And Jessop Construction Co. Ltd.,

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Bridge Site No.19,

Bairabi Stack Yard,

Near Bairabi Railway Station,

Bairabi, Dist:- Kolasib,

Mizoram-796081

11. **DELIVERY PERIOD EXTENSION**

If there is a delay for reasons not attributable to the supplier/contractor, BBJ upon receipt of a 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.

12. **INSPECTION & LOAD TESTING:**

Inspection & Load Testing of the tendered items shall be carried out at the manufacturer's premises in presence of BBJ's Officials before the final dispatch of the items. The rate for such inspection & load testing shall be borne by the successful bidder and no extra claim on this account shall be entertained.

13. **SECURITY DEPOSIT:**

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **10% (ten per cent)** 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 Warranty Period/ Defect Liability Period. Security Deposit shall be in the following manner;

The Earnest Money deposited by the successful bidder along with the tender will be retained by the BBJ as part of the Security Deposit. The balance amount to make up the with total amount of the Security Deposit may be deposited by the Agency 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:

- (i) Security Deposit for work should be **10% (ten per cent)** of the Contract value and shall be recovered from the bill.

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- (ii) The rate of recovery should be at the rate of **10% (ten per cent)** of the gross bill amount till the full security deposit is recovered.
- (iii) Security deposits will be recovered only from the bills of the successful bidder 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 successful bidder after successful completion of the entire Order plus 12 (twelve) months i.e. after the end of the Warranty Period/ 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 of BBJ.
- b. Submission of an unconditional & unequivocal 'No Claim Certificate' from the successful bidder. 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 successful bidder and that there is no due from the successful bidder to BBJ against the contract concerned.

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. **WARRANTY PERIOD /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 specifications etc. The work shall be free from all defects. Should any work is not performed as intended or proved defective within a period of 12 (twelve) months from the completion of the entire work, the work shall upon notification of deficiency/ defect be promptly rectified by the successful bidder to the satisfaction of BBJ 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 any corrective action against the successful bidder.

16. **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.

17. **LIQUIDATED DAMAGE:**

If the Supplier 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.

18. **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 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.

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All the statutory obligations including maintaining the all other local rules & regulations/ rules of local Govt. bodies should be abide by & complied by the successful Bidder and any consequence that 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.

**19. 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 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.

**20. 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

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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.

21. **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.

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