

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)

ATC No.: ATC/HSB-FITTINGS/2150/3131/G-123-2023

Date: 21nd November 2023

Registered Office: 27, Rajendra Nath Mukherjee Road,
Kolkata - 700 001, West Bengal.

Phone: (033) 2248 5841-44.

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

ATC No.	ATC/HSB-FITTINGS/2150/3131/G-123-2023	DATE	21-Nov-2023
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NOTICE INVITING e-TENDER.

e-Tenders under the two-bid system (i.e., "Techno-Commercial Part" & "Price Part") are invited from eligible vendors for supply of H-Beam Sleepers Fitting Items as per the details are given in "Scope of Work" / "BOQ", as per details hereunder:

01.	NAME OF THE WORK	Supply of various types of H-Beam Sleeper Fitting Items for Mizoram Bridge project.
02.	QUANTITY	As per BOQ (as detailed in Annexure-A). The bidder should quote the rate for all the items of BOQ.
03.	COMPLETION PERIOD	45 (forty-five) days from the date of issue of Contract/ Order, whichever is earlier.
04.	COST OF TENDER DOCUMENT	Nil
05.	EARNEST MONEY DEPOSIT	₹25,000/- (Rupees twenty-five thousand only) by NEFT/ RTGS/ Demand Draft/ Banker's Cheque in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata. Tender documents without EMD shall be rejected. Micro and Small Enterprises (MSEs) units will be waived from submitting EMD subject to submission of declaration of their UAM/ UDYAM on the portal. For unsuccessful bidders, EMD will be refunded after the finalization of the Order, without any interest. For the successful bidder, the above EMD amount will be converted into a Security Deposit and will be retained by BBJ till the successful completion of the work plus 30 days, without any interest.
06.	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.

सौभिक भट्टाचार्य/ Souvik Bhattacharya
पर्यवेक्षक (सामग्री / खरीद और आईटी) / Supervisor (Material/Purchase & IT)

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INSTRUCTION TO BIDDERS

1.0 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, by 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 only) 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 **₹25,000/- (Rupees twenty-five thousand only)** in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalized 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 work plus 30 days, 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 in the Portal and submitted along with the bid.

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- (b) GST Registration Certificate
- (c) Copy of PAN CARD
- (d) Downloaded ATC/ Tender document (without quoting any price in Techno-commercial bid) duly signed with an official stamp on each page.
- (e) Copy of relevant documents/ experience certificate showing past experience as per Clause No.3 of Special Condition of Contract.
- (f) Other documents in support of the Eligibility Criteria of this tender.
- (g) Audited Balance Sheet & P/L for the last 03 (three) financial years ending 31st March of the previous financial year.

b) **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 and acceptable to BBJ. HSN/SAC code must be provided against each BOQ item.

- c) The above two sealed envelopes i.e., 'TECHNO-COMMERCIAL PART' shall be put into a sealed envelope superscribing "TENDER NOTICE NO./ NAME OF WORK" to be addressed to GM(P&P) at BBJ's Head office.

4.0 **EXEMPTION FOR MICRO & SMALL ENTERPRISES:**

- (a) MSME/ NSIC/ SSI units will be waived from submitting 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".

(Exemptions 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 All costs and expenses incidental to the preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.

- 6.0 **No deviation from the tender conditions shall be accepted.** Conditional tenders shall be rejected, and no additional clause shall be entertained. All rights are reserved upon BBJ in this regard.

- 7.0 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.

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8.0 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.

9.0 FIRM PRICE ORDER:

The price shall remain firm till completion of work as per order including modification thereof and no claim for variation in quantities, labour & materials prices etc will be entertained.

10.0 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.

11.0 VALIDITY OF TENDER

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

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:

- 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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पर्यवेक्षक (सामग्री / खरीद और आईटी) / Supervisor (Material/Purchase & IT)

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SCOPE OF WORK

1. Supply of various types of H-Beam Sleepers Fittings Items as per the details mentioned below:

Sl. No.	Description	Qty.	Unit
1	Hook Bolt	1106	Nos.
2	NUT (For Hook Bolt)	2242	Nos.
3	Single coil spring washer (For Hook Bolt)	3500	Nos.
4	Elastomeric Rubber Pad	560	Nos.
5	Rail pad with steel Embedded Plate	560	Nos.
6	Special cast line 1 (inner & outer)	1116	Nos.
7	ERC. (Elastic Rail clip Mkiii)	1120	Nos.
8	Bolt with Nut (For guard Rail)	1120	Nos.
9	Tapered washer (Big) (For Guard Rail)	1150	Nos.
10	Tapered washer (Small) (For Guard Rail)	1200	Nos.
11	Single coil spring washer (For Guard Rail)	1530	Nos.
12	6mm thick Grooved Rubber Pad (For Guard Rail)	1120	Nos.
13	Split Pin (For Hook Bolt & Guard Rail Bolt)	2225	Nos.

2. The rate should be inclusive of all inspection and testing charges for fitting items etc. from the reputed laboratory/ organization.
3. The rate should also include of transportation of fittings from the successful bidder's workshop to different bridge sites/ Railway depots in Mizoram by providing their trucks including loading with all lead and lift, handling, re-handling, ascent, descent, crossing obstructions etc.
4. The rate is inclusive of all including GST.
5. The work to be executed in successful bidder's approved shaded/ covered fabrication workshop by their labour, plants & machinery, equipment, welding consumables cutting gases and their inputs for successful completion of the work.
6. Fitting items to be provided in waterproof and strong box packets to avoid damage during transportation and storing.

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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:**

As per the "Scope of Work" & "Bill of Quantity" (BOQ)

3. **ELIGIBILITY CRITERIA:**

3.1 **Technical Criteria:**

The bidder should have successfully completed **manufacture & supply of galvanized H-Beam Sleepers (61.0M span & above)** with all fittings, fixtures & fastening etc. for Steel Bridge to Indian Railways/ Government Organization / Reputed Organization engaged in the execution of Indian Railway Steel Bridges, during last 7 (seven) years.

3.2 **Financial Criteria:**

- a. Average Annual financial turnover during the last 03 (three) years, ending 31st March of the previous financial year, should be at least **₹5.32 lakh or above**.
- b. Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

4. **DELIVERY PERIOD:**

Delivery to be completed within 45 (forty-five) days for the total supply of H-Beam Sleepers Fitting Items from the date of Contract/Order, whichever is earlier.

5. **SHIP TO/ BILL TO:**

Bridge Site No. 15, 19, 64 & 104, Bairabi/ Sairang, Mizoram.

6. **DELIVERY PERIOD EXTENSION**

If there is a delay for reasons not attributable to the successful bidder, 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 from supplier will be entertained in such cases if a time extension is granted. The decision of BBJ shall be final in this regard.

7. **EARNEST MONEY DEPOSIT (EMD):**

- a) Earnest Money Deposit of **₹25,000/-** (Rupees twenty-five thousand only) by NEFT/ RTGS/ Demand Draft/ Banker's Cheque in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata.

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- b) The EMD amount of the successful bidder will be converted into an security deposit and will be retained till completion of the entire contract plus 30 days, without any interest.
- c) EMD of the unsuccessful bidder will be returned after the finalization of the order, without any interest.

8. **QUANTITY VARIATION:**

Quantity may vary +/- 25% for which no extra claim of the manufacturer will be entertained.

9. **PAYMENT:**

100% (one hundred percent) of the accepted rate/ certified bill value will be released within 45 (forty-five) days after successful delivery of H-Beam Sleepers Fitting Items and submission of Tax Invoice with relevant Challans, Inspection Certificate(s) duly certified by BBJ's representative, along with other necessary documentations. **Statutory Deductions shall be made at source.**

10. **FIRM PRICE:**

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

11. **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 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 [**including Goods and Service Tax (GST)**] or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, as applicable, separately in the bill/ invoice/ debit/ credit notes. Successful bidder shall quote their GST Identification No. (GSTIN) in all its bills/invoices/ debit/credit notes.
- 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 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.
- 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

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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.
- 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 including 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. PRICE VARIATION:

No price variation of any kind will be allowed in this contract under any circumstances. The price shall remain firm for the entire scope of work during the original and/or extended delivery period.

15. SECURITY DEPOSIT:

As security for the proper and faithful fulfilment of the obligation under the order, the Security Deposit shall be an amount equivalent to EMD and shall be kept valid till completion of the entire contract period plus 30 (thirty) days. 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 Security Deposit. MSE bidder, who were waived off from submission of EMD

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shall have submit the amount equivalent to EMD as Security Deposit within 15 (fifteen) days from the date of the Contract/Order in the form of NEFT/RTGS/DD.

Security Deposit shall be returned to the successful bidder after completion of the entire Order plus 30 (thirty) days and subsequent to 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 concerned contractor. This certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the successful bidder and that there is no due from the successful bidder to BBJ against the contract concerned.

16. LIQUIDATED DAMAGE:

- a. The time for the execution of the work shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract.
- b. If the successful bidder fails to complete the works within the time as specified in the contract for the reasons not attributable to the successful bidder, BBJ may, if satisfied, consider further extension of time without imposing L.D. to complete the work.
- c. If the successful bidder fails to complete the works within the time as specified in the contract for the reasons attributable to the successful bidder, BBJ may, if satisfied that the works can be completed within a reasonable short time thereafter, consider further extension of time with imposing L.D.
- d. On such extension, BBJ will recover from the bills of the successful bidder, as agreed damages, a sum equivalent to 0.5% (zero decimal five per cent) of the contract value per week of delay or part of the week of any supplied equipment/services not delivered within stipulated time period or total order value in case where part delivery is of no use to the BBJ, subject to a maximum limit of 5% (Five per cent) for contract value.
- e. For the purpose of this Clause, the contract value of the works shall be taken as the value of work as per the contract agreement including any supplementary work order/contract agreement issued.
- f. Provided further, that if BBJ is not satisfied that the works can be completed by the Successful bidder and in the event of failure on the part of the successful bidder to complete the work within the further extension of time allowed as aforesaid, BBJ shall be entitled to encash the successful bidder's Security Deposit and revoke Performance guarantee and also rescind the contract, whether or not actual damage is caused by such default.

17. INSPECTION, TESTING CHARGE & TEST CERTIFICATES:

- a) All materials for the work shall pass tests and/or analysis prescribed by the relevant IS specifications or such other equivalent specifications.
- b) All expenses involved for Inspection and/or testing shall be borne by the successful bidder.
- c) The H-Beam Sleeper manufacturer has to provide assistance, instruments, machine, labour and any material which are required for examining, measuring and testing of any materials and workmanship as may be selected and required by BBJ and/or S.W. Railway and/or RDSO and/or RITES and/or their Authorized Representative, without any extra cost to BBJ.

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- d) All fittings and fixtures, including rubber items are to be inspected by BBJ and/or S.W. Railway and/or RITES and/or their Authorized Representative, without any extra cost to BBJ.
- e) All rubber items are to be procured from RDSO approved sources only.
- f) INSPECTION CALL LETTER along with related documents of raw steel materials etc. should be sent by the H-Beam Sleeper Manufacturer minimum 7 (seven) days in advance at BBJ's registered office at 27, R. N. Mukherjee Road, Kolkata - 700 001.
- g) All Test Certificates for raw materials (both physical and chemical) and finished materials are to be provided and submitted by the H-Beam Sleeper Manufacturer at the time of Inspection and along with supply, without any extra cost to BBJ.

18. **SUB-LETTING:**

The successful bidder shall not sub-let the whole or any part of the job as detailed in the Scope of Work of this tender document. In case it is felt absolutely necessary, the same may be allowed subject to prior written approval from Engineer-in-Charge of BBJ.

19. **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.

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)

ATC No.: ATC/HSB-FITTINGS/2150/3131/G-123-2023

Date: 21nd November 2023

20. 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 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.

21. 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

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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.

सौभिक भट्टाचार्य/ Souvik Bhattacharya
पर्यवेक्षक (सामग्री / खरीद और आईटी) / Supervisor (Material/Purchase & IT)