

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/HSFG/2155/D-2408/HASDEO/G-37-2024

November 12, 2024

27, RAJENDRANATH MUKHERJEE ROAD, KOLKATA - 700 001 (WEST BENGAL)
PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961
E-MAIL: info.bbjconst@bbjconst.com

ATC No.	ATC/HSFG/2155/D-2408/HASDEO/G-37-2024	DATE	12-Nov-2024
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ई-बोली आमंत्रित करने की सूचना
NOTICE INVITING e-Bid

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

01.	आपूर्ति का दायरा SCOPE OF SUPPLY	Manufacture and Supply of High Strength Friction Grip Bolts (Grade 8.8) as per RDSO Drawing No. B-11760/R1 with Nuts, Plain Washers, DTI Washers etc. for Hasdeo Bridge Project at Chhattisgarh.
02.	परिमाण QUANTITY	As per BOQ (as detailed in Technical Specification Sheet No. HSFG/TRPW/2155/01). Bidder should quote the rate for all the items of BOQ.
03.	निविदा दस्तावेज की लागत COST OF TENDER DOCUMENT	Nil
04.	बयाना पैसा EARNEST MONEY DEPOSIT (EMD)	₹25,000/- (Rupees twenty-five thousand only) by Demand Draft/ NEFT/ RTGS In favour of " THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED " payable at Kolkata. Micro And Small Enterprises (MSEs) will be waived from submitting EMD subject to submission of the declaration of UAM/ UDYAM number on the Portal.
06.	प्रस्तुत करने का तरीका MODE OF SUBMISSION	Online through Government e-Marketplace system https://gem.gov.in . Tender Fee, EMD and Other documents as uploaded in the portal (only techno-commercial part) are to be submitted at BBJ'S Head Office at 27, R. N. Mukherjee Road, Kolkata - 700001, West Bengal. Bids that are not submitted online will not be considered.

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

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November 12, 2024

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 contractor 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) Earnest Money Deposit (EMD) of **₹25,000/- (Rupees twenty-five thousand 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 Initial Security Deposit and will be retained by BBJ till the completion of the contract plus 60 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.

(b) GST Registration Certificate

(c) Copy of PAN CARD

(d) Downloaded Tender document (without quoting any price in Techno-commercial

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November 12, 2024

- bid) duly signed with an official stamp on each page.
- (e) Copy of relevant documents/ experience certificate showing past experience in respect of the supply of HSFG Bolts, Nuts & Washers as per Clause No.3 of Special Condition of Contract.
- (f) Other documents in support of 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.
- (h) The bidder should be an RDSO approved vendor, and the necessary documents should be submitted along with the bid.
- (i) Any Bidder falling under Micro and Small Enterprises (MSEs) category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer:

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

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

- 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 and acceptable to BBJ.**
- 4.0 **Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.**
- 5.0 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.
- 6.0 **VALIDITY OF TENDER: 90 (NINETY) days** from the date of opening of tender or for a further period if mutually accepted in writing.
- 7.0 **Important Notes.**
BBJ reserves the right to:
- Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - Increase/ decrease/ alter the job description/ scope of work (during tender finalization/ post tender finalization) with the corresponding change in the value of the contract.
 - Postpone or extend the above-mentioned date, split and distribute the work among more than one contractor without assigning any reason whatsoever.
 - May ask for further qualification during techno commercial scrutiny of bids received.
 - 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.
 - 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.
 - 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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ATC/HSFG/2155/D-2408/HASDEO/G-37-2024

November 12, 2024

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- 700001.
- 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 Annexure-A.

3. **ELIGIBILITY CRITERIA:**

3.1 **Technical Criteria:** Successfully completed/ Substantially completed similar works during last seven years ending last day of month previous to the one in which applications are invited should be either of the following:

- a. **03 (three)** completed works/ substantially completed works each costing not less than **₹4.09 Lakh**.
- b. **02 (two)** completed works/ substantially completed works each costing not less than **₹5.45 Lakh**.
- c. **01 (one)** completed work / substantially completed work costing not less than **₹8.17 Lakh**.

Note: Similar work shall mean manufacture and supply of HSG Bolts of Gr.8.8 and above.

Substantial completion shall be based on 75 (seventy-five) percent (value wise) or more for the works completed under the contract. Certificate for 'substantial completion' of project/ work/ asset should contain two parts. Part-I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project/ work/ asset'.

3.2 **Financial Criteria:** Average Annual Financial Turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least **₹4.09 Lakh** (supported by Audited Accounts only).

4. **TECHNICAL SPECIFICATION:**

All technical specifications shall be as per Annexure-A and **Order Sheet No. HSFG/TRPW/2155/01 dated 18th October 2024**. Acceptance of the technical specifications shall have to be submitted along with the techno-commercial document.

5. **VARIATION IN QUANTITIES:**

Variation will be within $\pm 25\%$ of the ordered quantity.

6. **INSPECTION & TESTING:**

Manufacturer's Test Certificate & By BBJ/ Railway/ Railway's Approved Agency.

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ATC/HSFG/2155/D-2408/HASDEO/G-37-2024

November 12, 2024

The following aspects may be noted in this regard:

- a) In addition to the above, **three sets** of random samples consisting of **1 No. Hex. HD Bolts + Hex. HD Nut + Plain Washer/ Taper Washer from each lot** shall be collected by BBJ/ Railway/ Railway'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) All Inspection Charges, as required, shall be borne by the manufacturing agency.
- d) Detailed inspection and acceptance criteria as per approved QAP are enclosed as Annexure.

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

8. **TAXES & DUTIES**

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

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

- 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 the due date from the appointed date regularly. Successful

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ATC/HSFG/2155/D-2408/HASDEO/G-37-2024

November 12, 2024

- bidder shall reconcile the differences/ mismatches in submissions on GSTN portal if any before submission of their final monthly return.
- v) The successful bidder shall issue a credit note or debit note (if any) with reference to an original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from the Company and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. Successful bidder shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Company promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest etc. arises due to non-compliance by the successful bidder, the same shall be reimbursed by the successful bidder to the Company. In case the successful bidder disqualifies in any of the above, please note that the input tax credit (GST) shall not be available to the Company and the Company has right to hold the GST amount without any intimation until the matter get resolved and credit is available to the Company.
- vi) In the event where the input tax credit of the GST charged by the successful bidder is denied by the tax authorities to the Company, the Company shall be entitled to recover such amount from the successful bidder by way of adjustment from the next tax invoice/debit note. In addition to the amount of GST, the Company shall also be entitled to recover from the successful bidder interest along with applicable penalty imposed on the Company under GST laws. It is further agreed that in case the successful bidder fails to charge GST, if applicable, on the services/activities forming part of this agreement, at the time of raising invoices; the Company shall not be liable or responsible for reimbursing such tax, at any later date.
- 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.

10. **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.

11. **PAYMENT TERMS:**

100% (one hundred percent) payment shall be made within 45 (forty-five) days from the date of acceptance of the goods, submission of Bill along with required documents and certification thereof by the concerned official, whichever is later.

12. **DELIVERY PERIOD:**

Entire supply to be completed within **60 (sixty) days** from the date of placement of Order/ Contract.

13. **DELIVERY PERIOD EXTENSION**

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

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
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ATC/HSFG/2155/D-2408/HASDEO/G-37-2024

November 12, 2024

14. **DELIVERY PLACE:**

Delivery Place for HSFG Bolts shall be as per the following:

The Braithwaite Burn And Jessop Construction Co. Ltd.
(A Govt. of India Enterprise)
Br. No. 3, Hasdeo Bridge Project Site,
Manikpur Coal Mines, Hanuman Chowk,
Korba, Chhattisgarh – 22AAACT9760B1ZM
(GSTIN: 22AAACT9760B1ZM)

15. **PERFORMANCE GUARANTEE**

- a) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to **5% (five percent)** of the contract price/ value of work order either by Bank Draft/ NEFT/ RTGS or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank of India in the prescribed format of BBJ with due validity period and claim period of 180 days. The aforesaid Bank Guarantee should be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the Performance Guarantee is not submitted within 21 days.
- b) Provided further that after receipt of a specific formal request letter (in writing) from the successful bidder with valid justification/ reason for their non-submission of Performance Guarantee within the stipulated period, the said period of 21 (twenty-one) days for submission of Performance Guarantee may be extended at the sole discretion of the Competent Authority of BBJ. In such event of extension, a penal interest of 12% (twelve percent) per annum on Performance Guarantee value shall be charged for the delay beyond 21 (twenty-one) days, i.e., from 22nd day after the date of issue of LOA and up to the actual date of submission. In case the successful bidder fails to submit the Performance Guarantee even within the extended period, as aforesaid, the bid of the successful bidder shall be liable for rejection by the BBJ administration, and the LOA shall stand withdrawn.
- c) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the successful bidder shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- d) In case the successful bidder fails to submit the requisite Performance Guarantee within the stipulated period as mentioned in the above paragraphs, the bid may consequentially be cancelled by BBJ, and the LOA shall stand withdrawn. The defaulting successful bidder shall be debarred from participating in Re-Tender for that work and his EMD/ SD/ PG/ RA Bills shall be encashed/ invoked/ forfeited. In this regard, the decision of the Competent Authority of BBJ shall be final.
- e) The formal Order shall be issued/ contract agreement (if any) shall be executed within a reasonable time only after receipt of Performance Guarantee from successful bidder. Till such time the order is issued/contract agreement (if any) is executed the successful bidder shall execute the work on the strength of LOA, but no payment shall be made to the successful bidder without order/ contract agreement. In the event the bid is cancelled by BBJ, and LOA is withdrawn accordingly due to non-submission of Performance Guarantee, the successful bidder shall have no right to claim on the executed work if any as aforesaid or any other claim whatsoever.
- f) The value of Performance Guarantee originally submitted by the successful bidder need not be changed for a variation of contract price/ order value up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 5% (five percent) as applicable for the excess value over the original contract value shall be deposited by the successful bidder within 21 days from the

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(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

ATC/HSFG/2155/D-2408/HASDEO/G-37-2024

November 12, 2024

- date of receipt of intimation from BBJ.
- g) The Performance Guarantee shall be released after physical completion of the work plus after completion of 60 days thereafter based on 'Completion Certificate' issued by BBJ stating that the successful bidder has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period/ defect liability period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.
- h) Whenever the contract is rescinded by BBJ due to failure of the successful bidder, the EMD/ Security Deposit of the successful bidder shall be forfeited, and their Performance Guarantee shall also be encashed. The balance work shall be got done independently without risk & cost of the failed successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work. If the failed successful bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- i) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the LOA/ Contract (notwithstanding and/or without prejudice to any other provisions in the LOA/ Contract Agreement) in the event of:
- (a) Failure by the successful bidder to extend the validity of the Performance Guarantee as described herein above, in that event BBJ may claim the full amount of the Performance Guarantee from the successful bidder.
- (b) Failure by the successful bidder to pay BBJ any amount due, either as agreed by them or determined under any of the Clauses/ Conditions of the LOA/ Order/ Contract Agreement, within 30 days of the service of notice to this effect by BBJ.
- (c) In the event of the LOA/ Contract being rescinded by BBJ under provisions of any of the clause/ condition of the LOA/ Order/ Contract Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

16. **SECURITY DEPOSIT:**

Security Deposit shall be **5% (five percent)** of the contract value. EMD deposited by the successful bidder along with the tender will be retained by the BBJ as part of Initial Security Deposit. MSE bidders who were exempted from submission of EMD, shall have to submit Initial Security Deposit for the amount equivalent to EMD within 15 (fifteen) days from the date of issue of Order/ Contract. The balance amount to make up the with the total amount of Security Deposit, may be deposited by the successful bidder in the form of Demand Draft/ Pay Order/ NEFT/ RTGS or may be recovered as percentage deduction @10% of the bill amount till the full security deposit is recovered.

Security Deposit shall be returned to the successful bidder after completion of the entire Order and plus 60 days.

17. **GUARANTEE:**

The successful bidder will stand a guarantee for the quality supplied item. If the supplied quantity or quality is found to be defective, the defective quantity is to be replaced by the successful bidder at once without claiming any extra cost.

18. **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.

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November 12, 2024

19. **LIQUIDATED DAMAGE:**

The time for the execution of the work shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract.

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

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

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

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

20. **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 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

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The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम) / (A Government of India Enterprise)

ATC/HSFG/2155/D-2408/HASDEO/G-37-2024

November 12, 2024

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.

21. **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.

22. **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.

23. **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) Order/Contract
- 2) Letter of Award (LOA)
- 3) Schedule of Items, Rates & Quantities
- 4) Special Conditions of the Contract (SCC)

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November 12, 2024

- 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

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