

Tender No. eNIT/SURVEYOR/2154/3135/R1/21-2023

Date: August 23, 2023

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

Ref. No.	eNIT/SURVEYOR/2154/3135/R1/21-2023	DATE	August 23, 2023
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NOTICE INVITING e-TENDER

Sealed Tenders under a **two-bid system** (i.e., "Techno-Commercial & Price Part") are invited from eligible bidders/ vendors for survey work as detailed in "**Scope of Work**"/ "**BOQ**", hereunder:

01	NAME OF THE WORK	LAYING & ALIGNMENT OF BRIDGE CENTRE-LINE VIS-À-VIS CHECKING OF THE SAME BY SURVEYOR TEAM WITH TOTAL STATION INSTRUMENT OF 1MM (ONE) LEAST COUNT AND 1 (ONE) SECOND ACCURACY AND FIXING OF LEVEL & CHECKING THE PEDESTAL POINTS ON EACH PIER FOR GANGA BRIDGE PROJECT, PRAYAGRAJ.
02	SCOPE OF WORK	As Per the Detailed Scope/ BOQ
03	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
04	BID SECURITY / EARNEST MONEY	₹5,000/- (Rupees 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) will be waived from submitting tender fees subject to submission of the declaration of UDYAM on the CPPP Portal. For unsuccessful bidders, EMD will be refunded after the finalization of the Order, without any interest. For successful bidder, the above Bid Security/ Earnest Money amount will be converted into an initial Security Deposit and will be retained by BBJ till successful completion of the contractual period.
05	MODE OF SUBMISSION	Online through e-Procurement system in CPPP at https://eprocure.gov.in/eprocure/app . Bid Security/ Earnest Money along with 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.
06	SECURITY DEPOSIT	Security Deposit (SD) shall be 5% (five percent) of the contract value.

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)

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07	Date & Time Schedule	Date of Publishing NIT & Tender Documents	23/08/2023
		Document download Start Date	23/08/2023 - 14:00 HRS
		Start Date of uploading of bid document	24/08/2023 - 10:00 HRS
		End Date for uploading of bid document	29/08/2023 - 15:00 HRS
		Date of opening of Technical Bid	30/08/2023 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(सौभिक भट्टाचार्य / Souvik Bhattacharya)
पर्यवेक्षक (सामग्री / खरीद और आईटी)/ Supervisor (M/P & IT)

INSTRUCTION TO BIDDERS

1.0 REGISTRATION OF BIDDER

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

2.0 DIGITAL SIGNATURE CERTIFICATE (DSC)

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of 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-Procurement system of CPPP Portal (<https://eprocure.gov.in/eprocure/app>). Hardcopy of the uploaded/ submitted bid (technical part) will 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) Bid Security/ Earnest Money of **₹5,000/-** (Rupees five thousand only).
- (b) Documents in support of the Eligibility Criteria as per Clause No. 3 of Special Conditions of Contract.
- (c) GST Registration Certificate
- (d) Copy of Pan Card
- (e) Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) years ending as on 31st March 2022.
- (f) Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page.
- (g) Copy of valid Trade License issued by an appropriate authority for doing surveying work.

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.

4.0 EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSEs):

MSEs will be waived from submitting Bid Security/ Earnest Money subject to submission of the declaration of UDYAM.

MSEs will be given the following benefits:

- (i) Exemption from payment of the cost of tender document

(ii) Exemption from payment of Bid Security/ Earnest Money

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 and Incomplete tenders shall be rejected, and no additional clause shall be entertained. All rights 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. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers/bidders.
- 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 taxes & duties (excluding GST), 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 the extension of validity if any.
- 12.0 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.
- 13.0 **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

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- h) Relevant Codes & Standards
- i) Notice Inviting Tender
- j) Instructions to the Bidders (IB)
- k) General Conditions of Contract

14.0 **IMPORTANT NOTES:**

BBJ reserves the right to:

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

(सौभिक भट्टाचार्य / Souvik Bhattacharya)
पर्यवेक्षक (सामग्री / खरीद और आईटी)/ Supervisor (M/P & IT)

SCOPE OF WORK

1. Mobilization of one (1) Survey Team along with one (1) Electronic Total Station and other allied accessories to our Ganga Bridge Project, Prayagraj site and demobilization of the same on completion of fieldwork in each phase.
2. Deployment of one (1) Survey Team consisting of two (2) Surveyors (at least 1 (one) surveyor having experience of minimum 03 (three) years for Degree holder or 05 (five) years for Diploma holder in this field), two (2) Assistant Surveyors and Two (2) Survey Helpers along with one (1) Electronic Total Station instrument with 1 (one) second accuracy and 1mm (one) least count for alignment of the bridge (Centerline) and fixing of level (capable of measuring a distance of approx. 500 mtrs. (Five hundred) in reflector less mode and approximately 6km (six) with single prism under good weather condition) Prism Pole, Prism Stand, Digital Level Instrument and allied accessories in four Phases.
3. Laying of Bridge Centerline vis-à-vis checking of the same along with fixing & checking the pedestal points on each pier of major bridges in connection with new
4. Marking of levels on pier cap as obtained by the electronic Total Stations as above.
5. A jointly signed survey report to be submitted as per agreed format and frequency showing the coordinates with cardinal points and levels of the item/location surveyed will be submitted by the agency.
6. Whenever required, the surveyor team has to carry out an accurate instrumental survey to establish co-ordinate, layout and proper verification system at the site.
7. Valid calibration certificates for the instruments to be used in the work must be provided.

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:**

- (a) Bidder should have experience for successful completion of surveying work for Railways Bridges using Electronic Total Station instrument and Digital Level Instrument during the last three (07) years ending on 31st March 2023.
- (b) Bidder should have experienced Surveyors/ Assistant Surveyors, having Degree holders with minimum 03 (three) years or 05 (five) years for diploma holder in this field.

4. **TIME SCHEDULE:**

The survey team of the agency shall reach the site within seven (7) days of issuance of Letter of Award (LOA)/ Work Order or as per the instruction of the Site In-Charge. The entire scope of work is expected to be completed within 06 (six) months from the date of issue of LOA/ Work Order and as per direction of Site-In-charge of Ganga Bridge Project site, Prayagraj, as per following schedule:

- (a) Deployment of the survey team in 4 (four) Phases @10 (ten) days per phase.
- (b) Mobilization & Demobilization for 4 round trips.

5. **PLACE OF WORK:**

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

6. **BID SECURITY/ EARNEST MONEY:**

- a) Bid Security/ Earnest Money of **₹5,000/-** (Rupees 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.

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)

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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) Bid Security/ Earnest Money amount of the successful bidder will be converted into an initial security deposit and will be retained till completion of the contract period, without any interest.
- c) For an unsuccessful bidder Bid Security will be returned after the finalization of the order, without any interest.

7. **WORK VARIATION LIMIT:**

Work may vary +/- 50% of BOQ items.

8. **PAYMENT:**

- a) **100% (one hundred percent) payment** will be made at the fortnightly interval within 30 (thirty) days after submission of the bill/ invoice at Ganga Bridge Site, Prayagraj.
- b) Payment will be made for all days from the date of reaching the Survey Team of the agency/ contractor at the site to the date of leaving the site, irrespective of Sundays and Holidays.

9. **TAXES & DUTIES:**

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

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

- a) 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.
- b) 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.
- c) 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.
- d) The successful bidder shall upload/ submit/ report all supply invoices/ debit/ credit notes details in the form of prescribed statements/returns on the GSTN portal on or before the prescribed due dates date as per GST act/rules. The successful bidder shall pay the balance payable GST amount against supplies made to the Company on a monthly basis within due date from the appointed date regularly. Successful bidder shall reconcile the differences/ mismatches in submissions on GSTN portal if any before submission of their final monthly return.
- e) 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.

- f) 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.
- g) 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.
- h) 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.

11. **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.

12. **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.

13. **SECURITY DEPOSIT:**

For due fulfillment of the contractual obligations, the successful bidder shall furnish security deposit shall be **5% (five percent)** of the Contract Value and may be submitted in the form of Demand Draft/ Pay Order/ NEFT/ RTGS or shall be recovered from the RA Bills and shall valid till completion of contract plus 60 (sixty) days. Security Deposit shall be in the following manner:

The Bid Security/ Earnest Money deposited by the successful bidder along with the tender will be retained by the BBJ as part of Initial Security Deposit. MSEs who were exempted from submission of Bid Security/ Earnest Money, shall have to submit Initial Security Deposit for the amount equivalent to Earnest Money within 15 (fifteen) days from the date of issue of LOA/ 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 by percentage deduction from the contractor's 'on account' bills.

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Recovery of Security Deposit: The Security Deposit/ rate of recovery/ mode of recovery shall be as under:

- (i) Security Deposit for work should be 5% of the Contract value.
- (ii) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- (iii) Security deposits will be recovered only from the running bills of the successful bidder.

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

- (i) After passing the final bill based on "No Claim Certificate" with the approval of the Competent Authority.
- (ii) 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 contractor and that there is no due from the contractor to BBJ against the contract concerned.

14. **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.

15. **LIQUIDATED DAMAGE:**

If the successful bidder fails to supply the quantity within the stipulated delivery period, as mentioned in the order, 0.5% (zero point five per cent) of the order value will be deducted from the bill/invoice for per week of delay or part thereof, subject to a maximum of **5%** (five per cent) of the total order value.

16. **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 affect 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.

All the statutory obligations including maintaining the all other local rules & regulations/ rules of local Govt. bodies should be abide & complied by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within the stipulated time frame, in that event BBJ reserves the right to

terminate the contract and to take any action against the successful Bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.) and the decision of BBJ in this respect shall be final.

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful bidder does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the BBJ, then BBJ shall be entitled after giving 48 hours' notice in writing to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after the expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

17. **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.

18. **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.

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

Provided that if the contract is terminated under this clause, BBJ shall be at liberty to take over from the successful bidder at a price to be fixed by BBJ, which shall be final, all unused, undamaged and acceptable equipment, bought out components and other stores in the course of manufacture which may be in the possession of the successful bidder at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the successful bidder may, with the concurrence of BBJ, elect to retain.

19. **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.

(सौभिक भट्टाचार्य / Souvik Bhattacharya)
पर्यवेक्षक (सामग्री / खरीद और आईटी)/ Supervisor (M/P & IT)