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/D-3579/TFB-25MM/2163/3144/G-60/2026 November 18, 2026

27, RAJENDRANATH MUKHERJEE ROAD, KOLKATA - 700 001 (WEST BENGAL)
PHONE NO. (033) 2248 5841-42; FAX: (033) 2210 3961
E-MAIL: bbjtenders@bbjconst.com

ATC No.	**ATC/D-3579/TFB-25MM/2163/3144/G-60/2026**	**DATE**	**18 Nov. 2026**

ई-बोली आमंत्रित करने की सूचना
NOTICE INVITING e-Bid

e-Tenders under a **Two-Part Bidding System** (i.e., Technical Part and Price Part) are invited from eligible bidders who meet the Qualifying Requirements (QR) specified in the tender document for the manufacture, supply, and delivery of **Turned & Fitted Bolts (Grade 8.8)**, as detailed in the Scope of Work/BOQ.

01.	आपूर्ति का दायरा SCOPE OF SUPPLY	Manufacture, Supply and Delivery of **Turned & Fitted Bolts (Grade 8.8) – 25MM Dia** complete with Nuts and Washers for Bridge No. 16, 391 & 50 under Gorakhpur – Valmiki Nagar Doubling Project, Uttar Pradesh.
02.	परिमाण QUANTITY	**820 Sets** (as detailed in the BOQ and Technical Specifications). **Note:** The bidder shall quote rates for **all items** covered under the BOQ. Partial or item-wise quotations shall not be considered.
03.	निविदा दस्तावेज की लागत COST OF TENDER DOCUMENT	Nil
04.	बयाना पैसा EARNEST MONEY (BID SECURITY)	**₹5,000/- (Rupees Five Thousand Only)** shall be submitted through Demand Draft/ Banker's Cheque/ NEFT/ RTGS in favour of "The Braithwaite Burn and Jessop Construction Company Limited", payable at Kolkata. Micro and Small Enterprises (MSEs) shall be exempted from submission of Earnest Money Deposit (EMD), subject to submission of a valid Udyam Registration Certificate on the portal. The exemption shall be applicable only to MSEs engaged in manufacturing of goods relevant to the tendered item. Traders/ Dealers/ Distributors etc. shall not be eligible for such exemption. The bidder claiming MSE exemption shall ensure that the Udyam Registration covers the category/ classification of goods being procured under this tender.

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06.	प्रस्तुत करने का तरीका MODE OF SUBMISSION	Online through Government e-Marketplace Portal **https://gem.gov.in.** EMD and Other documents as uploaded are to be submitted at BBJ'S Registered Office at 27, Rajendra Nath Mukherjee Road, Kolkata - 700001, West Bengal.

SOUVIK BHATTACHARYA
Digitally signed by SOUVIK BHATTACHARYA
Date: 2026.11.18 15:10:05 +05'30'

(पार्थ नंदी)/ (Partha Nandy)
मुख्य प्रबंधक (परियोजना)/ Chief Manager (Project)

ATC/D-3579/TFB-25MM/2163/3144/G-60/2026 November 18, 2026

INSTRUCTION TO THE BIDDERS

1.0 **REGISTRATION OF BIDDER**

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 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 (Bid Security) of **₹5,000/- (Rupees 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 Security Deposit and will be retained by BBJ till the completion of the contract, 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:	CANARA BANK
Branch:	SPCL MID CORPORATE BRANCH
Bank Address:	7, KYD STREET, CHOWRINGHEE, KOLKATA – 700016.
Bank Phone No.:	+91-33-22650981
Bank Account No.:	0254261005248
IFS Code:	CNRB0005004
MICR Code:	700015075
Bank Account Type:	CASH CREDIT

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

(b) GST Registration Certificate
(c) Copy of PAN CARD
(d) Downloaded ATC/ Tender document (except price bid) duly signed with an official stamp on each page.
(e) Copy of relevant documents/ experience certificate showing past experience as per the following Eligibility Criteria mentioned in Clause No. 3 of "Special Condition of Contract".
(f) Audited Balance Sheet and Profit & Loss Account for the last three (03) financial years ending on 31st March 2025 are to be submitted.
(g) Other documents in support of Eligibility Criteria of this tender.
(h) 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. However, in the case of splitting, the L1 bidder will get 60% (sixty per cent) or more of the total quantity, depending upon the requirement of BBJ.

6.0 **PREFERENCE TO MAKE IN INDIA:**
The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P45021/2/2017-PP (BE-II) dated 16th September 2020, as amended from time to time up to Bid Due Date, shall be applicable to the bidding process and award of the contract shall be done accordingly.

Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.

7.0 **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)**:
For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to

Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 4th June 2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

8.0 COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any Bidder branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:

a) An entity incorporated established or registered in such a country; or
b) A subsidiary of an entity incorporated established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose beneficial owner is situated in such a country; or
e) An Indian (or other) agent of such an entity; or
f) A natural person who is a citizen of such a country; or
g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.

Where no natural person is identified under (19) or (20) or (21) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Note:

i. The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-A.
ii. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

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:

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 (during tender finalization/ post tender finalization) 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.

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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- 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 WORK/ SUPPLY:**
Manufacture, Supply and Delivery of **Turned & Fitted Bolts (Property Class 8.8)** complete with Nuts and Washers, conforming to **BBJ Drawing Nos. 3144-ERC-61.0M-SK-10** for the **Gorakhpur–Valmiki Nagar Doubling Project**.

The scope shall include manufacture, testing, inspection, packing, loading, transportation, and delivery of the following:

Sl. No.	Description	Quantity
01	Turned & Fitted Bolts (Gr. 8.8) – 25MM Dia complete with Nuts & Washers for Bridge Nos. 16, 50 & 391 as per the following: (a) **25mm Dia X 80mm Length** (b) **25mm Dia X 90mm Length**	 **410 Sets** **410 Sets**

The materials shall be supplied strictly in accordance with the drawings, technical specifications, inspection requirements, and other provisions of the tender document.

The successful bidder shall also be responsible for submission of Manufacturer's Test Certificates (MTCs), inspection reports, packing, safe transportation, and replacement of any defective materials during the Defect Liability Period.

3. **TECHNICAL SPECIFICATIONS:**
The materials shall conform strictly to the technical specifications, dimensions, tolerances, and requirements stipulated in **BBJ Drawing Nos. 3144-ERC-61.0M-SK-10**, enclosed at **Annexure–A**.

All Turned & Fitted (TF) Bolts shall be of **Property Class 8.8** and shall conform to the applicable provisions of relevant **IS/ IRS/ RDSO specifications**, including the latest amendments thereof.

The successful bidder shall ensure that all bolts, nuts, and washers are manufactured, tested, inspected, and supplied in accordance with the approved drawings, technical specifications, and applicable quality assurance requirements.

4. **ELIGIBILITY CRITERIA:**

4.1 **Technical Criteria**:
The bidder should have successfully completed or substantially completed similar work (not less than 75%) during the last seven years, ending the last day of month previous to the one in which applications are invited, should be either of the following:

(a) Having successfully completed or substantially completed at least **3 (three)** such similar works each costing not less than **Rs. 75,000/-**.

or

(b) Having successfully completed or substantially completed at least **2 (two)** such similar work each costing not less than **Rs. 1,00,000/-.**

or

(c) Having successfully completed or substantially completed at least **1 (one)** such similar work costing not less than **Rs. 1,50,000/-**.

Note:

(i) **"Similar work"** shall mean manufacture and supply of **Fasteners/ T. F. Bolts/ HSFG Bolts to any Government Organization/ PSU / PSE or any other company those who are engaged in construction of Railway Bridges directly.**
(ii) Substantially Completed/ Completion certificate from the Client/ End User needs to be submitted.
(iii) Documents submitted in support of the Eligibility Criteria shall be substantiated by copies of relevant Purchase Orders/ Work Orders/ Contracts along with corresponding Completion Certificates/ Tax Invoices/ Delivery Challans/ Payment Certificates, or any other documentary evidence establishing successful execution of the supply/ work. Mere submission of Purchase Orders/ Work Orders/ Contracts without supporting co-related documentary evidence shall not be considered for evaluation.

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 **Rs.75,000/-** (supported by Audited Accounts only)

Authentic documentary evidence in support of the above shall be submitted by the tenderer(s), which may include an attested certificate from the employer/client, audited financial statements duly certified by a Chartered Accountant, a certificate issued by a Chartered Accountant, or any other relevant supporting document acceptable to BBJ.

5. **VARIATION IN QUANTITIES:**
Variation will be within ± 25% of the ordered quantity.

6. **INSPECTION & TESTING:**
Manufacturer's Test Certificate & By BBJ/ Railway/ Rly's Approved Agency.

The following aspects may be noted in this regard:

a) In addition to the above, random samples of the Bolts may be collected by BBJ/ Railway/ Rly'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/ Third Party Inspection Charges etc. are to be borne by the Agency.**

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 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 released within **45 (forty-five)** days from the date of acceptance of the goods, submission of Bill and certification thereof by the concerned official(s), whichever is later.

12. **DELIVERY PERIOD**:

Entire supply to be completed within **45 (forty-five) days** from the date of the 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 from supplier will be entertained in such cases of time extension being granted.

14. **SHIP TO/ BILL TO:**

The Braithwaite Burn and Jessop Construction Co. Ltd.,
Railway Br no.16,
Near Bakulaha Railway Station, Dist.- Ballia, U.P-277208.
GST No. 09AAACT9760B1ZA

15. **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.

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

17. **LIQUIDATED DAMAGE:**
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.

18. **TERMINATION OF CONTRACT:**
In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program 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 statuary 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.

19. **ARBITRATION:**

In case a dispute or difference of any kind whatsoever arises out of or relates to the Contract or ancillary/incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision/recommendation/ interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

If a party is dissatisfied with the decisions/recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by notice in writing to the Competent Authority of BBJ clearly evince the intention to refer the disputes and differences that have arisen between the parties to Arbitration by the constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated/cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.

It is also agreed by the parties that the Arbitration Proceedings shall be conducted in the English language. The venue of Arbitration shall be Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

20. **JURISDICTION OF COURT:**
The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

21. **ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**
Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e., a document appearing earlier shall override the document appearing subsequently:

1) Order/Contract
2) Letter of Award (LOA)
3) Schedule of Items, Rates & Quantities
4) Special Conditions of the Contract (SCC)
5) Technical Specifications (TS)
6) Scope of Work (SOW)
7) Drawings
8) Notice Inviting Tender
9) Instructions to the Bidders (IB)
10) General Conditions of Contract

(पार्थ नंदी)/ (Partha Nandy)
मुख्य प्रबंधक (परियोजना)/ Chief Manager (Project)

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