

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

eNIT/DGM(P-V)/D2857/RR-BR/2150/3131/44-2019

Date 25.06.2019

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD
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01.	TENDER NOTICE NO. & Date	eNIT/DGM(P-V)/D2857/RR-BR/2150/3131/43-2019 DATE 25th June, 2019	
02.	NAME OF THE WORK	MANUFACTURING, TESTING, INSPECTION, SUPPLY AND DELIVERY OF ROCKER & ROLLER BEARINGS AS PER RSDO'S DRAWING NO. RSDO/B-17182/3, ALT.1 EXCLUDING ANCHOR BOLTS, & ANCHOR PINS FOR MIZORAM PROJECT.	
03.	QUANTITY	AS PER BOQ (BOQ-1)	
04.	COMPLETION PERIOD	06 (SIX) MONTHS FROM THE DATE OF ISSUE OF LOA/ ORDER, WHICHEVER IS EARLIER.	
06.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS.2,000/- (RUPEES TWO THOUSAND ONLY) BY DEMAND DRAFT/ BANKER'S CHEQUE/ NEFT/ RTGS IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. MSME/ NSIC/ SSI UNITS WILL BE WAIVED FROM SUBMITTING TENDER FEE SUBJECT TO SUBMISSION OF DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP.	
07.	EARNEST MONEY DEPOSIT	RS.5,00,000/- (RUPEES FIVE LAKH ONLY) BY DEMAND DRAFT/ BANKER'S CHEQUE/ NEFT/ RTGS IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. MSME/ NSIC/ SSI UNITS WILL BE WAIVED FROM SUBMITTING EMD SUBJECT TO SUBMISSION OF DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP. EXISTING CONTRACTORS WORKING WITH BBJ MAY ADJUST THE EMD FROM THEIR PENDING BILLS.	
07.	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
07.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	26.06.2019
		Document download Start Date	26.06.2019 - 10:00 HRS
		Start Date of uploading of bid document	19.07.2019 - 10:00 HRS
		End Date for uploading of bid document	25.07.2019 - 15:00 HRS
		Date of opening of Technical Bid	26.07.2019 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(A. NEOGI)
DGM (P-V)

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://eprocure.gov.in/eprocure>

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 Clause 2 of Guideline to bidder DSC is given as a USB e-Token.

3.0 SUBMISSION OF BID:

Bids to be submitted online through e-Procurement system of Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure>). **Hardcopy of the uploaded/ submitted bid 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 **three parts**:

a) **FEE PART:** The Techno-Commercial part will consist of -

(a) Cost of Tender document amounting to **Rs.2,000/-** in the form of Demand Draft/ Banker's Cheque/ NEFT/ RTGS drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata. **Scanned copy to be uploaded in portal and instrument to be submitted physically along with other documents.**

(b) EMD amounting to **Rs.5,00,000/-** in the form of Demand Draft/ Banker's Cheque/ NEFT/ RTGS drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata. **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 – 700 001 (W.B.)
Bank Account No.:	11175160292
Bank Account Type:	Current
IFSC Code:	SBIN0001401

PS: In 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) **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 Technical Bid. Any bidder not qualifying PQC criteria will be rejected and price bid will not be opened.

The Techno Commercial Part should contain the following documents, which to be submitted/ upload with the offer:

- (a) Only Manufacturers are eligible to submit their offer.
- (b) Copy of GST Registration Certificate.
- (c) Copy of PAN CARD
- (d) Digitally signed copy of tender documents
- (e) Audited Balance Sheet & P/L for last three years ending 31.03.2018
- (h) Copy of relevant documents/ experience certificate showing past experience in respect of supply of Bearings as per Eligibility Criteria to other Govt. Organizations/ PSUs.

b) **PRICE-PART -**

Properly filled up BILL OF QUANTITY (BOQ-1) duly digitally signed to be uploaded in financial part.

4.0 **Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.**

5.0 **VALIDITY OF TENDER: – 90 (NINETY) days** from the date of opening of tender or for a further period if mutually accepted.

6.0 Hardcopy of the bid as uploaded in the CPP Portal to be submitted to this office prior opening of technical bid.

SCOPE OF WORK

- 1.0 The "Scope of Work" includes fabrication, manufacture, testing, inspection, supply and delivery of Fixed & Expansion Bearings as per following;
 - (a) **13 SPAN SET ROCKER AND ROLLER BEARING** [each set comprising of 2 nos. fixed bearings and 2 nos. free bearings] for 61.0M Girder based on RDSO's drawing no. RDSO/B-17182/3, Alt.-1 excluding Anchor Bolts & Anchor Pins.
- 2.0 Drawings for the above bearings are to be made by the manufacturer based on RDSO's drawings above noted and to get the same approved by the Engineer prior to final manufacture the above required items.
- 3.0 RDSO's drawings for 61.0M span bearings are not attached with this tender document and the bidders may see the drawings at BBJ office at 27, R. N. Mukherjee Road, Kolkata-700 001 during Office hours till last date of issue of Tender.

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1. ELIGIBILITY CRITERIA:

i) Technical Qualifications Criteria:

Rocker-Roller Bearings:

Bidder must produce documentary evidence in support of manufacture and supply of steel Rocker-Roller bearings for Indian Railway Steel Bridges of 30.5M/ 45.7M and above span to Government Organization(s)/ Central & State PSU(s)/ PSE(s)/ Reputed Organizations engaged in execution of Indian Railway Steel Bridges during the last 5 years.

Note: Manufacture and supply of Rocker-Roller Bearings for Indian Railway Steel Bridges shall only be considered.

ii) Financial Qualifications Criteria:

A) Average Annual Financial turnover during the last 03 (three) years, ending 31st March, 2018 should be at least **Rs.100.00 lac**.

iii) Earnest Money Deposit:

Deposit of EMD amounting to **Rs.5,00,000/-** (Rupees five lac only) may be made in the form of Demand Draft/ Banker's Cheque/ NEFT/ RTGS drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the tenderer withdraws their offer within validity period of their offer or fails to undertake the contract after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected. EMD will be converted to Security Deposit and will be kept till completion of Defect Liability Period for the successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

2. Manufacturer's Test Certificate and Guarantee & Warranty Certificate must be enclosed along with each consignment. Manufacturer(s) are required to get the bearings inspected & approved by NF Railway or its authorized representative prior delivery.

Inspection of bearings shall be done by the Engineer or any other organisation (e.g. BBJ/NF Rly/ NF Rly's nominated agency) as approved by the Engineer and the contractor shall produce manufactures test certificates, and inspection marks from the organisation so nominated for inspection at his own cost. The contractor shall also arrange and effort all facilities at his own cost for the purpose of Inspection and test of all or any of the components of the bearings and metals used therein. Load test of the bearings shall be carried out at contractor's cost, if considered necessary by the Engineer.

ENGINEER shall mean NF Railway and shall include their representatives, successors and permitted assigns.

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3. Completion time/Delivery Schedule:

Delivery to be made within **06 (six) months** from the date of LOA/ Order, whichever is earlier.

The destination for delivery of the Bearings will be:

The Braithwaite Burn And Jessop Construction Co. Ltd.
Heavy Plant Yard (HPY)
P 65/1, Karl Marx Sarani, Kolkata - 700 043

In case Order is splitted, delivery schedule will be adjusted/ suitably reduced.

4. EXTENSION OF DELIVERY PERIOD:

If there is delay for reasons not attributable to the Bearing Manufacturer, BBJ, upon receipt of written request from the Bearing Manufacturer may extend the Milestone/ Completion time as suitable and fit reasonable to BBJ. No extra claim (including escalation) of Bearing Manufacturer will be entertained in such cases of time extension being granted.

5. RATE:

The vendors must submit their offer strictly as per **Bill of Quantities [BOQ-1]** of this tender document. The bidder must quote the **Basic price inclusive of other taxes & duties, as applicable and delivery charges at F.O.R. destination but excluding GST, which will be extra as applicable**. The price must be firm during the tenure of this supply / contract & no escalation on any account will be allowed.

Notes:

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.

6. PAYMENT TERMS:

The payment shall be made from our office in the following manner:

- a) **90% (ninety percent)** payment shall be made within 30 (thirty) days after receipt of bearings in good condition at FOR destination mentioned in BOQ-1 against submission of the following documents:
- i. Invoice/ Bill
 - ii. Transporter's C/N
 - iii. Proof of delivery i.e. Delivery Challan duly signed by our Project Site for receipt of material.
 - iv. Test certificates.

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- v. Guarantee Certificate.
 - vi. Inspection Clearance certificate.
 - vii. Packing List.
- b) Balance **10% (ten percent)** payment shall be made against submission of final bill after successful erection and fixation of the bearings at bridge.
- c) In case, the payment is made by Demand Draft, draft charges shall be deducted from the bill.
- Note:** Bills and Challans are to be certified by Site-In-Charge before submission of bills for payment.

7. Goods and Service Tax (GST)

- a) The **quoted price shall be exclusive of Goods and Service Tax (GST)**. The GST as legally leviable & payable by the bidder under the provisions of applicable law/ act shall be paid extra by BBJ as per bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services. HSN code must be provided by the bidder in BOQ.
- b) The bidder shall get registered with the GST authorities and there registration certificate shall be submitted along the bid documents (techno commercial). **Bid without GST number (in the name of the Bidder) shall be cancelled.**
- c) At present no GST-TDS is applicable. If the same is applicable in future, deduction of GST-TDS at source would be enforced from the 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.**
- d) Bidder shall raise their tax invoice in regular interval as per order terms & conditions and uploaded their supply invoice in GSTN Portal through GSTR-1 return within 10th of next month. Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.

8. PERFORMANCE GUARANTEE

- a. For due and faithful fulfillment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee (PG) for an amount equivalent to **5% (five percent)** of the contract price/value of work order either by Bank Draft 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 in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within **45 (forty-five) 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 PG is not submitted within 45 days.

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- b. Provided further that on specific request from the bidder, the said period of 45 (forty-five) days for submission of PG may be extended up to 75 (seventy-five) days from the date of issue of LOA at the sole discretion of the Competent Authority of BBJ. However, a penal interest of 15% (fifteen percent) per annum shall be charged for the delay beyond 45 (forty-five) days, i.e. from 46th day after the date of issue of LOA. In case the bidder fails to submit the PG even within the extended period aforesaid the bid of the bidder shall be liable for rejection by the BBJ administration and the LOA shall stand withdrawn.
- c. The PG 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 contractor shall get the validity of PG 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 (PG) within the stipulated period of 45 days or extended period up to 75 days, as the case may be, from the date of issue of LOA, and his bid is consequentially cancelled and the LOA is withdrawn the defaulting bidder shall be debarred from participating in Re-Tender for that work and his EMD shall be forfeited.
- e. The formal Work Order shall be issued/ contract agreement shall be executed within a reasonable time only after receipt of PG from successful bidder. Till such time the work order is issued/contract agreement is executed the contractor shall execute the work on the strength of LOA but no payment shall be made to the contractor without work order/ contract agreement. In the event the bid is cancelled and LOA is withdrawn due to non-submission of PG, the contractor shall have no claim for the executed work if any as aforesaid.
- f. The value of PG originally submitted by the successful bidder need not be changed for a variation of contract price/ work 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) for the excess value over the original contract value shall be deposited by the successful bidder.
- g. The Performance Guarantee (PG) shall be released after physical completion of the work plus after completion of 60 days thereafter based on 'Completion Certificate' issued by the competent authority stating that the contractor 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, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the

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failed contractor 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 Contract (notwithstanding and/or without prejudice to any other provisions in the 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 which event BBJ may claim the full amount of the Performance Guarantee.
 - (b) Failure by the successful bidder to pay BBJ any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the Agreement, within 30 days of the service of notice to this effect by BBJ.
 - (c) In the event of the Contract being rescinded under provisions of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

9. SECURITY DEPOSIT:

As security for proper and faithful fulfilment of the obligation under the order, Security Deposit equivalent to **5%** (five percent) of the total Contract Value shall be deducted and should be kept valid till completion of entire contract period plus 12 (twelve) months i.e. up to end of Defect Liability Period. Security Deposit shall be in the following manner;

The Earnest Money deposited by the contractor along with the tender will be retained by the BBJ as part of Security Deposit. The balance amount to make up the with the total amount of Security Deposit, may be deposited by the Agency in the form of Demand Draft/ Pay Order or may be recovered by percentage deduction from the contractor's bills. Recovery of Security Deposit: The Security Deposit/ rate of recovery/ mode of recovery shall be as under:

- (i) Security Deposit for work should be **5%** of the Contract value and shall be recovered from the bill.
- (iii) Security deposits will be recovered only from the bills of the contractor and no other mode of collecting SD such as SD in the form of instruments like BG etc., shall be accepted towards security Deposit.

Security Deposit & Performance Guarantee shall be returned to the contractor after completion of entire Order plus 12 (twelve) months i.e. after the end of Defect Liability Period and subsequent to the following:

- a. After passing the final bill based on "No Claim Certificate" with the approval of the Competent Authority.
- b. Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned contractor. This certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to BBJ against the contract concerned.

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10. DEFECT LIABILITY PERIOD:

Any part of the bearing or any item failing or providing unsatisfactory in service due to defective material or workmanship within a period of **12 (twelve)** months from the date of completion of the work shall have to be replaced by the supplier at his own expenses. Should any design modifications be made in any part of the bearing offered, the period of 12 months would commence from the date, the modified part is commissioned in service. The cost of such modification shall be borne by the supplier.

11. LIQUIDATED DAMAGE:

If the Supplier fails to submit inspection offer within stipulated period, 0.5% of order value will be deducted from bill for per week delay subject to a maximum of 5% of the total order value.

12. SUBLETTING OF WORK

No part of Work Order nor any share or interest thereof shall in any manner of degree be transferred, assigned or sublet by the vendor directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

13. ARBITRATION:

In the case of dispute arising between the Employer and Contractor related to any matter arising out of or connected with this Contract, such dispute shall be referred to the Arbitral Tribunal consisting of 03 (three) arbitrators, one each to be appointed by the Employer and Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrators, upon the request of either or both parties, the presiding arbitrator shall be appointed by the President, Institution of Permanent Way Engineers (India), New Delhi. The Indian Arbitration and Conciliation Act, 1996 the rules there under and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings;

If one of the parties fails to appoint its arbitrators in pursuance of para (1) above, within 60 days after receipt of the notice of the appointment of its arbitrators by the other party, the Secretary General of the Permanent Court of Arbitration, The Hague or The President, Institution of Permanent Way Engineers, India, New Delhi shall appoint the Arbitrator. A certified copy of the Secretary General's order or The President, Institution of Permanent Way Engineers, India, New Delhi order, as the case may be, making such an appointment shall be furnished to both the parties.

Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the

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Employer and the contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

All arbitration awards shall be in writing and shall state the reasons for the award.

14. TERMINATION OF CONTRACT:

If the supplier/party failure to complete the total work/ supply/ service as per requirement and within the stipulated completion period, BBJ reserves the right to cancel the order, either in part or full as the situation demands and get the work done by deploying other agency/ agencies by issuing first seven days and then 48 hours' notice. On account of termination due to noncompliance of contractual obligations, EMD/ Security Deposit shall be forfeited and Performance Guarantee shall be invoked. Additionally, supplier's pending bill, if any, shall also be forfeited to recover the additional cost.

15. INSPECTION OF WORKS

BBJ/ NF Railway/ NF Railway's nominated agency will have full power and authority to inspect the works at work shop or site, at any time and the Vendor shall afford or provide for Engineer-In-Charge every facility and assistance to carry out such inspection. The Agency shall at all times during the usual working hours and all other times at which reasonable notice of the intention of Engineer-In-Charge or his representative to visit the works shall have been given, the vendor's representative duly accredited in writing, be present for the purpose.

16. INSPECTION/ TESTING/ TEST CERTIFICATES:

- a) The acceptance of material is subject to Inspection/ Testing by BBJ/ NF Railway/ NF Railway's nominated agency.
Inspection of bearings shall be done by the Engineer or any other organisation (BBJ/ NF Railway/ NF Railway's nominated agency) as approved by the Engineer and the contractor shall produce manufactures test certificates, and inspection marks from the organisation so nominated for inspection at his own cost. The contractor shall also arrange and effort all facilities at his own cost for the purpose of Inspection and test of all or any of the components of the bearings and metals used therein. Load test of the bearings shall be carried out at contractor's cost, if considered necessary by the Engineer.
- b) All expenses involved for Inspection/ Testing shall be borne by the Bearing manufacturer.
- c) The Bearing manufacturer have to provide assistance, instruments, machine, labour and any material which are required for examining, measuring and testing of any materials and workmanship as may be selected and required by BBJ/ NF Railway/ NF Railway's nominated agency without any extra cost to BBJ.
- d) **INSPECTION CALL LETTER** should be sent by the Bearing Manufacturer at least **7 (Seven) days in advance** at BBJ Office at 27, R. N. Mukherjee Road, Kolkata-700 001.
- e) All Test Certificates for raw materials (both physical and chemical) and finished materials are to be provided and submitted by the Bearing Manufacturer at the time of Inspection and along with supply without any extra cost to BBJ.

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- f) "ENGINEER" shall mean N.F. Railway and shall include their representatives, successors and permitted assigns.

17. REJECTION/ REPLACEMENT:

Notwithstanding the fact that the materials have been duly inspected and covered by Dispatch Memo, the supplier shall arrange for replacement/ rectification free of cost to BBJ for rejected/ defective components, if any, detected during or after fitment at project site, on receipt of our written advice to that effect. The replacement/ rectification of the components shall be made within 15 (fifteen) days from the date of our advice, failing which, we reserve the right to purchase the said quantity from other sources at supplier's cost. Collection of rejected materials from our Stores and delivery of replacement supplies at our work sites will be at supplier's cost and responsibility. If the rejected materials are not removed from our premises within a reasonable period, we will dispose the same off without any notice to supplier.

18. INDEMNITY

Bidder shall indemnify BBJ against all claims in respect of their contractual obligations in the event of non-compliance of statutory rules/ obligations/ laws/ taxes & duties etc.

19. IMPORTANT NOTES:

BBJ reserves the right to:

- 19.1 Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- 19.2 Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- 19.3 Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
- 19.4 May ask for further qualification during techno commercial scrutiny of bids received.
- 19.5 BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- 19.6 BBJ shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- 19.7 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.
- 19.8 If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.

**(A NEOGI)
DY. GENERAL MANAGER (P-V)**