

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

eNIT/DGM(P-V)/PRECAST-RCC-BLOCK/2154/3135/33-2022

Dated: 19-Oct-2022

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA - 700 001 (WEST BENGAL)
TEL: +91-33-2248 5841-44; FAX: +91-33-2210 3961
E-MAIL: info.bbjconst@bbjconst.com; WEBSITE: www.bbjconst.com

e-Tender No.	eNIT/DGM(P-V)/PRECAST-RCC-BLOCK/2154/3135/33-2022	Date:	19-Oct-2022
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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 for carrying out construction of Precast RCC Block for foundation of trestle support of 76.2M Span as detailed in "Scope of Work"/ "BOQ", hereunder:

01	NAME OF WORK	Construction of Precast RCC Block for foundation of trestle support of 76.2M Span at Ganga Bridge site Jhusi, near Prayagraj.	
02	SCOPE OF WORK	As Per Abstract of Cost/BOQ	
03	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
04	EARNEST MONEY DEPOSIT	₹25,000/- (Rupees twenty-five 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 EMD subject to submission of the declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.	
05	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT OF CPPP, NIC	
06	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	19-Oct-2022
		Document download Start Date	19-Oct-2022 - 10:00 HRS
		Start Date of uploading of bid document	26-Oct-2022 - 10:00 HRS
		End Date for uploading of bid document	01-Nov-2022 - 15:00 HRS
		Date of opening of Technical Bid	02-Nov-2022 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(अनिमेष निओगी/ Animesh Neogi)
डीजीएम (पीरोजेक्ट-V)/ DGM (Project-V)

INSTRUCTION TO THE 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. 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 & PRICE PART:

The Techno-Commercial & Price 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.

- a) Earnest Money Deposit. Scanned copy to be uploaded in e-Procurement portal and the physical instrument should reach BBJ-HO within the due date for submission of the bid.
- b) Copy of GST Registration Certificate.
- c) Copy of PAN Card
- d) Copy of relevant documents as per Clause no. 2.0 of "Special Condition of Contract".
- e) The tender documents are duly signed and sealed on each page excluding the BILL OF QUANTITY (BOQ).

ii) PRICE-PART -

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

4.0 The above 'Techno-Commercial and Price-Part' to be put in a sealed envelope superscribing "TENDER NOTICE NO. / SCOPE OF WORK" to be submitted to BBJ.

5.0 **Conditional tenders may be rejected, and no additional clause will be entertained.**

6.0 BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of supply to more than one agency/ agency without assigning any reason whatsoever. No claim will be entertained on account of this.

7.0 GST registration certificate should be submitted. All duties, taxes, fees and other levies payable by the Bidder under the contract or any other cause shall be included in the quoted prices.

8.0 Bidder should submit the documents in Hard Copy on or before as stipulated in "DATE & TIME SCHEDULE "to the address mentioned above.

9.0 The tender is to be uploaded to the e-Publishing portal and the hardcopy is to be submitted within the due date to Dy. General Manager(P-V), THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED, 27, R. N. Mukherjee Road, Kolkata-700 001 (W.B.).

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

(अनिमेष निओगी/ Animesh Neogi)

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Dated: 19-Oct-2022

डीजीएम (पीरोजेक्ट-V)/ DGM (Project-V)

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 & 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 accepted by BBJ.

2. ELIGIBILITY CRITERIA:

The bidder should submit documentary evidence for the execution of similar jobs ("similar work" shall mean any type of civil work involving Earth Cutting, PCC, RCC work etc.) during the last 05 (five) years from the date of publication of the tender.

3. SCOPE OF WORK:

The scope of the bidder/ agency will inter alia comprise of but may not be limited to the following(s):

- a) The items and quantities, falling under the scope of the successful bidder are as per the enclosed BOQ/ Abstract of Cost.
- b) Quantities allotted under the scope of the subcontract, are tentative and may vary. Some of the item(s) may not be operated/ deleted from the BOQ. No extra claim would be admissible against any reduction in the scope or deletion of work.
- c) The successful bidder has to arrange MOBILIZATION AND DEMOBILIZATION INCLUDING CLEANING OF WORK site after completion of work.
- d) For earth filling all earth soil should be supplied from the site and all materials, tools & tackle will be supplied by the successful bidder including all lead, royalty, and mechanical compaction.
- e) The successful bidder has to execute the work with all supplies (Steel, Cement, Stone Chips, Sand, Grout, Materials, etc.) including all Plants, Equipment, Tools & Tackles etc.,
- f) Successful bidder has to arrange at his own cost all infrastructure facilities such as water/ electricity/ labour accommodation for the execution of the subject work.

4. DRAWING/ SPECIFICATION

- a) The subject work has to be carried out as per BBJ's Drawings No. 3135-ERC-PRECAST SLAB-12/1 (attached with this tender document)/ relevant IS Codes/ specification/ direction of BBJ's Site In-charge, Prayagraj (Allahabad) (UP).
- b) BBJ reserves the right to alter/ modify the design/ drawing/ specification to suit their requirement.
- c) The materials, as well as execution of the work, shall be to the relevant Indian Standard specifications and Code of practice (Latest version of the specification/ codes to be used).

5. SITE MOBILIZATION

- (i) The successful bidder has to start mobilization within 07 (seven) days from the date of issue of the Letter of Acceptance (LOA).
- (ii) The successful bidder to start physical work within 15 (fifteen) days from the date of issue of LOA.
- (iii) The successful bidder has to show substantial progress within 30 (thirty) days from the date of issue of LOA.

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- (iv) In case the successful bidder fails to comply with the above milestone, the LOA will be withdrawn.

6. COMPLETION PERIOD

The date of commencement shall reckon from the date of LOA/ Order and entire work to be completed within **02 (two) months** from the date of issue of LOA/ Order, whichever is earlier.

6.1 EXTENSION OF COMPLETION PERIOD:

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

7. RATE

The successful bidder must submit their offer strictly as per the Bill of Quantities. The bidder must quote the Basic Rate including all other taxes & duties (excluding GST) for the items mentioned in BOQ. The price must be firm during the tenure of this contract.

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.

8. TERMS OF PAYMENT:

- (a) The successful bidder shall prepare and submit R.A. Bills for work done in a particular month will be submitted monthly along with other relevant documents to Site In-Charge/BBJ, Prayagraj Site, U.P.
- (b) All the bills as mentioned above are to be submitted at the Site and the payments will be made from BBJ's Registered office at Kolkata.
- (c) Measurement for payment will be as per actual work done and certified by BBJ/ Site In-Charge/BBJ, Prayagraj Site, U.P.
- (d) **100%** (one hundred per cent) payment shall be made against each RA Bill within 45 (forty-five) days after submission of clear invoice duly certified by the Site In-Charge/BBJ, Prayagraj Site, U.P. [except following para no. 8(e)]
- (e) Statutory Deductions towards taxes & duties shall be made at source as per rules.
- (f) Final Bill: The bidder shall submit the final bill along with the copy of handing over the certificate. Payment against the final bill will be made to the bidder within 45 (forty-five) days after submission of clear invoice duly certified by the Site In-Charge/BBJ, Prayagraj Site, U.P. along with handing over taking over certificate.

9. PERFORMANCE GUARANTEE

- (a) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee (PG) for an amount equivalent to 3% (three percent) of the contract price/value of the 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 a 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 the 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.
- (b) Provided further that on specific request from the successful bidder, the said period of 45

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(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 per cent) per annum shall be charged for the delay beyond 45 (forty-five) days, i.e., from the 46th day after the date of issue of LOA. In case the successful bidder fails to submit the PG even within the extended period, the aforesaid bid of the successful bidder shall be liable for rejection by the BBJ administration, and the LOA shall stand withdrawn.

- (c) The P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the successful bidder shall get the validity of P.G. 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 an 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 successful 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 the successful bidder. Till such time the work order is issued/ contract agreement is executed the successful bidder shall execute the work on the strength of LOA but no payment shall be made to the contractor without a work order/ contract agreement. In the event the bid is cancelled, and LOA is withdrawn due to non-submission of PG, the successful bidder 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, the value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 3% (three per cent) 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 the physical completion of the work plus after completion of 60 days thereafter based on the '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 the expiry of the maintenance period/ defect liability period and after passing the final bill based on the '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 successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work. If the failed successful bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- (i) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract agreement) in any of the event that occurs:
 - (i) 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.
 - (ii) 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.

- (iii) In the event of the Contract being rescinded under provisions of any of the clause/conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

10. SECURITY DEPOSIT (SD):

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5% (five per cent)** of the Total Contract Value shall be deducted and shall be kept valid till completion of the entire contract period plus 06 (six) months i.e., up to end of Defect Liability Period. Security Deposit shall be in the following manner:

The Earnest Money deposited by the bidder along with the tender will be retained by the BBJ as part of the Security Deposit. The balance amount to make up with the total amount of Security Deposit, may be deposited by the successful bidder in the form of Demand Draft/Pay Order or may be recovered by percentage deduction from the bidder's RA 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% (five per cent) of the Contract value.
- (ii) The rate of recovery should be at the rate of 10% (ten per cent) of the gross bill amount till the full security deposit is recovered.
- (iii) Security deposits will be recovered only from the RA Bills of the bidder 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 shall be returned to the successful bidder after completion of the entire contract period plus 06 (six) months i.e., after the end of Defect Liability Period and subsequent to the following:

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

11. QUANTITY VARIATION

- a) There may be quantity variation during the actual execution of work.
- b) If due to change in design/ drawing/ specification, there is any increase/ decrease in items/ quantities up to any extent of +/- 25% (plus/minus twenty-five per cent) of both, payment will be made only for the actual work done with the same rate, terms and conditions of the original order on the Bidder by BBJ duly certified by the Site In-Charge/BBJ, Prayagraj (Allahabad) Site, U.P.

12. MAINTENANCE/ DEFECT LIABILITY PERIOD:

The successful bidder shall fully guarantee to perform all his contractual obligation(s) in the scope of his work to perform strictly in accordance with the specifications within the given time frame. The work shall be free from all defects. Should any work not be performed by the successful bidder as intended or should the performed work be found to be defective within a period of **06 (six) months from the date of completion of the entire contract period**, such defective work shall upon notification of deficiency/ defect be promptly rectified by the bidder to the satisfaction of BBJ or any Inspection Agency nominated by BBJ without any delay and at no extra cost to BBJ. If the bidder fails to effect proper replacement within a reasonable time of receipt of BBJ's notification to this effect, BBJ shall be free to take such corrective action - forfeiture of EMD/Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.

13. 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 bidder directly or indirectly to any firm or corporation

whatsoever without the prior consent in writing of BBJ.

14. PENALTY FOR DELAY

If the successful bidder causes any delay in performance as per LOA/ Order by disobeying the stipulated time frame then BBJ shall have the right to charge a penalty @ 0.5% (zero decimal five per cent) of the order value per week or part thereof, subject to a maximum of 5% (five per cent) of the Order value and the decision of BBJ in this respect shall be final.

15. FIRM PRICE

The rate should be quoted inclusive of all prices and shall remain firm & shall not attract escalation due to any reason in pursuance of this contract from the date of order.

16. TAXES AND DUTIES

The bidder shall be exclusively responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax) that may be levied from time to time according to the Laws & regulation 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.

17. GOODS AND SERVICE TAX (GST)

Without prejudice to the stipulation in General Conditions of Contract, the quoted price shall be exclusive of Goods and Service Tax. The GST as legally leviable & payable by the bidder under the provisions of applicable law/ act shall be paid extra by BBJ as per the bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services.

The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along with the bid documents (techno-commercial). Bid without GST number shall be cancelled.

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.

Bidder shall raise their tax invoice in the regular interval as per contract condition and uploaded 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.

18. 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.

19. SUPERVISION & LABOUR:

The bidder will be responsible for providing adequate skilled labour and supervisory staff for the timely execution of work.

20. LABOUR LAWS AND STATUTORY OBLIGATION:

The bidder will observe with the quoted rates all statutory obligations during the execution of the work including Minimum Wages Act, Act covering P.F., E.S.I and other statutory benefits under Employees Compensation Act, Contract Labour Regulation & Abolition Act 1970 & subsequent amendment and other Govt. Notifications, Acts in force in the State of UP/ Central Government. BBJ will have no responsibility in this regard.

21. ARBITRATION

In case a dispute or difference of any kind whatsoever arises out of or relates to the Contract or ancillary/incidental as to the terms and conditions of it or relates to any matter for execution

and/or performance of the contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision/recommendation/interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

On the failure of the procedure prescribed above or 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 herein that the Arbitration Proceedings shall be conducted in the English language. The venue of Arbitration shall be in Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

22. 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.

23. 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 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 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 expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

24. 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.

25. 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) Work order
- 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

26. IMPORTANT NOTES

(A) BBJ reserves the right to:

- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- (ii) Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- (iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- (iv) May ask for further qualification during techno commercial scrutiny of bids received.
- (v) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- (vi) BBJ shall not be liable for any expenses incurred by bidder for delivery of materials or during preparation of bid irrespective of whether it is accepted or not.
- (vii) 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.
- (viii) 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.

(अनिमेष निओगी/ Animesh Neogi)
डीजीएम (पीरोजेक्ट-V)/ DGM (Project-V)