

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)
27, RAJENDRA NATH MUKHERJEE ROAD KOLKATA - 700 001 (WEST BENGAL)
PHONE NO. +91-33- 2248 5841-44; FAX: +91-33- 2210 3961
E-MAIL: info.bbjconst@bbjconst.com

ATC NO.	eNIT/M&P/DG-SET/2154/3135/22-2023	DATE	30th Aug. 2023
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NOTICE INVITING e-TENDER.

e-Bids under a **two-part bidding system** (i.e., Techno-Commercial & Price Bid) are invited from technically & financially capable agency(ies) for supply of DG-Set as per "**Scope of work**" and who will fulfil the Qualifying Requirements (QR) given under are eligible to quote against the above NIT:

01.	NAME OF THE WORK	HIRING OF 1 UNIT HAVING 160 KVA [128 KW] CAPACITY AND 1 UNIT HAVING 500 KVA [400 KW] CAPACITY DG SET ON MONTHLY BASIS COMPRISING OF SUITABLE DIESEL ENGINE, WATER COOLED, BATTERY START TYPE, COUPLED WITH SUITABLE AC, 3-PHASE, 440 [+/-] 10%-VOLT, 50 HZ. ALTERNATOR, BOTH MOUNTED ON A COMMON BASE STRUCTURE COMPLETE WITH FUEL TANK, CONTROL PANEL, AVR, BATTERY WITH LEADS, ETC COMPLETE IN ALL RESPECT. DG SET WITHOUT ACOUSTIC ENCLOSURE FOR DEPLOYMENT AT BBJ'S GANGA BRIDGE SITE, PRAYAGRAJ, UP.	
02.	PERIOD OF DEPLOYMENT	06 (SIX) MONTHS FROM THE DATE OF ISSUE OF LOA / ORDER.	
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
04.	EARNEST MONEY DEPOSIT(EMD)	<p>₹5,000/- (RUPEES FIVE THOUSAND ONLY) IN THE FORM OF DEMAND DRAFT/PAY ORDER/ NEFT/ RTGS IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA.</p> <p>MSE UNITS WILL BE WAIVED FROM SUBMITTING EMD SUBJECT TO SUBMISSION OF DECLARATION OF THEIR UAM/ UDYAM ON THE PORTAL.</p>	
07.	MODE OF SUBMISSION	<p>ONLINE THROUGH E-PROCUREMENT SYSTEM IN CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT https://eprocure.gov.in/eprocure/app.</p> <p>ONLY EMD, COST OF TENDER ALONG WITH HARDCOPY OF TENDER DOCUMENT (WITHOUT PRICE PART), ARE TO BE SUBMITTED AT BBJ'S HEAD OFFICE BEFORE OPENING DATE OF TECHNICAL BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED ONLY ON CPP'S WEBSITE & BBJ'S WEBSITE.</p>	
08.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING OF TENDER DOCUMENT	30-08-2023 at 10:00 AM
		DOCUMENT DOWNLOAD START DATE	30-08-2023 at 10:30 AM
		START DATE OF UPLOADING OF e-BID	06-09-2023 at 10:00 AM

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		END DATE FOR UPLOADING OF e-BID	12-09-2023 at 03:00 PM
		DATE OF OPENING OF TECHNICAL e-BID	13-09-2023 at 03:00 PM
		DATE OF OPENING OF FINANCIAL BID	To be informed.

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

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INSTRUCTION TO TENDERER

1. **REGISTRATION OF CONTRACTOR**

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. **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 the requisite amount. Details are available at the website (<https://eprocure.gov.in/eprocure/app>) in Clause 2 of Guideline to the bidder. DSC is given as a USB e-Token.

3. **SUBMISSION OF TENDER: ONLINE MODE IN CPPP'S PORTAL**

Bids are to be submitted online through the e-Procurement system of Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure/app>). Hardcopy of the uploaded/ submitted bid shall have to be submitted to our office physically along with the EMD, Tender cost & all other documents. Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the Bill of Quantity should be properly filled in.

4. **LANGUAGE**

Bids and all accompanying documents shall be in English. In case any accompanying documents are in another language, they shall be accompanied by an English translation. The English version shall prevail in the matter of interpretation.

5. **SUBMISSION OF BID**

- a. All the pages of the Tender document are to be signed with Company's seal by the bidders. The rates in the appropriate space in the **BILL OF QUANTITY** of the tender should be properly filled in both in figures and words. No overwriting, use of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry legibly. Both the correction and new entry are to be signed and sealed with Company's seal. In the event of any difference between the figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender.
- b. The Tender shall be signed by the person legally authorized to enter into a commitment on behalf of the tenderer. Tenders are to be submitted in two parts as per following:
- c. Scanned copy of the EMD, Cost of Tender and other documents, as stated below, are to be uploaded in CPP's portal and a hard copy of the same to be sent addressed to DGM(P-V) at BBJ's Head office in a sealed envelope, superscribing "TENDER NOTICE NO." & "FEE PART":
 - i) **Earnest Money Deposit (EMD) of Rs. 5,000/-** (Rupees five thousand only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drawn 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 entire job, without any interest.

Bank Details for NEFT/ RTGS:

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.

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Bank Name: STATE BANK OF INDIA
Branch: DALHOUSIE SQUARE (CALCUTTA)
Bank Address: 2, B.B.D. BAGH (EAST), KOLKATA – 700001 (W.B.).
Bank Account No.: 11175160292
Bank Account Type: Current
IFS Code: SBIN0001401

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.

- d. **TECHNO-COMMERCIAL PART:**
Scanned copy of the EMD, Cost of Tender and other documents, as stated below, are to be uploaded in CPPP's portal and a hard copy of the same to be addressed to DGM(P-V) at BBJ's Head office in a sealed envelope, superscribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL PART:
- Bidder's **EXPERIENCE CERTIFICATE** pertaining to required job/ similar nature of the job as per Eligibility Criteria.
 - Signed copy of PAN, Goods & Service Tax (GST) registration certificates.
 - Company's audited Balance Sheet & Profit & Loss Account for last 3 (three) years ending as on 31st March 2023/ 31st March 2022 (in case of accounts not finalized for 2022-23).
 - Downloaded Tender document (without quoting any price in Techno-Commercial Bid) duly signed with an official stamp on each page.
- e. **PRICE PART:**
Properly filled up **BILL OF QUANTITIES (BOQ)** is to be uploaded to CPPP's website. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.
- f. The above 'TECHNO-COMMERCIAL PART' shall have to be forwarded to GM (Project & Purchase) at BBJ's Head office.
6. **EXEMPTION FOR MICRO AND SMALL ENTERPRISES (MSEs):**
MSEs will be waived from submitting Bid Security/ Earnest Money subject to submission of the declaration of UDYAM.
- MSEs will be given the following benefits:
(i) Exemption from payment of the cost of tender document
(ii) Exemption from payment of Bid Security/ Earnest Money
- Firms registered with NSIC under its "Single Point Registration Scheme".
(Exemptions will apply only to items/ services indicated under the description of work/ supplies/ services & value up to which the firms are registered with NSIC). To obtain the above benefits, firms should necessarily submit a signed copy of a valid Registration Certificate issued by NSIC. Firms that are in the process of obtaining NSIC Registration will not be considered for the benefits.
7. All costs and expenses incidental to the preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
8. No deviation to the tender conditions shall be accepted. Conditional tenders shall be rejected, and no additional clause shall be entertained. All rights reserved upon BBJ in this regard.

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9. 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.
10. **CURRENCIES OF BID AND PAYMENT**
The tenderer shall submit his price bid/ offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
11. Firm price order: Price shall remain firm till completion of work as per order including modification thereof and no claim for variation in quantities, labour & materials prices etc. will be entertained.
12. All duties, taxes, fees, and other levies except GST payable by the successful bidder under the contract or any other cause shall be included in the quoted prices.
13. **VALIDITY OF TENDER**
90 (ninety) days from the date of opening of the tender or for a further period if mutually accepted. BBJ reserves the right to ask for the extension of validity if any.
14. **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) Relevant Codes & Standards
9) Notice Inviting Tender
10) Instructions to the Bidders (IB)
11) General Conditions of Contract
12) Any other documents forming part of the Contract.
15. Bidder should submit the documents in Hard Copy (except Financial Part) on or before as stipulated in "DATE & TIME SCHEDULE" to the address as mentioned above.

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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 - 700 001.
- (b) **"TENDER"** shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Transporter/ 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/ SUPPLIER"** shall mean the person, firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.
- (e) **"SUCCESSFUL BIDDER/ SUPPLIER"** whose tender has been finally accepted by BBJ.

2. ELIGIBILITY CRITERIA:

Copy of relevant Documents/ Order/ Experience Certificate showing experience in respect of Supply/ Hiring of DG Sets of minimum 160 kVA capacity.

3. EARNEST MONEY:

Earnest Money amounting to **₹5,000/- (Rupees five thousand only)** may be made in the form of NEFT/ RTGS/ Demand Draft/ Pay Order 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 bidder withdraws their offer within the validity period of their offer or fails to undertake the work 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 Initial Security Deposit Cum Performance Guarantee and will be kept till the completion of the entire service period plus 60 days by the successful bidder. For unsuccessful bidders, EMD shall be refunded immediately after the finalization of the tender. EMD shall be interest-free.

4. SCOPE OF SUPPLY/ WORK:

- The successful bidder has to provide **one unit having 160 kVA [128 kW]** capacity and **one unit having 500 kVA [400 kW]** capacity DG Set comprising of suitable Diesel Engine, Water Cooled, Battery Start Type, coupled with suitable AC, 3-Phase, 440 +/- 10%-volt, 50 Hz.
- Operators for the said DG Sets has to be provided by the successful bidder.
- Transportation and back transportation cost of the DG Set shall be in the scope of the successful bidder.
- Alternator, both mounted on a common base structure complete with fuel tank, control panel, AVR, battery with leads, etc. complete in all respect, along with skilled Generator Operator. DG Set without acoustic enclosure for deployment at BBJ's Ganga Bridge Site, Prayagraj, UP.
- The DG Set will be used for fabrication activities related to bridge girder components at Prayagraj, UP.
- Period of Hire: 06 months from the date of issue of LOA/ Order.
- Place of Deployment: Ganga Bridge Site, Prayagraj, UP.
- Fuel & Lubricant will be issued free of cost by BBJ during operation.
- The successful bidder has to indicate rate of fuel and lubricant consumption per hour, etc. for rated capacity operation.

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- Said DG Sets are to be maintained by the successful bidder. All and any repair needed to efficiently run this machine will be the successful bidder's responsibility and at their cost.
- Cost of all repairs, due to electrical malfunction / mechanical malfunction of the DG Set itself and or due to operator's fault, will have to be borne by the successful bidder.
- BBJ will maintain LOGBOOK for recording of running hours and issue of fuel, lubricant and the same logbook will be jointly signed by operator and BBJ representative at Ganga Bridge Site, Prayagraj, UP.
- Break Down – In case of any break down during working hours, the hours lost during repair, etc of the DG Set will be deducted from the bill as per Logbook records, on pro rata basis and to be jointly recorded in the Logbook.
- DG Set will be utilized for fabrication works from morning to late evening with one hour launch break.
- DUTY HOURS – 12 hours shift i.e., from 8.00 AM to 9.00 PM, Lunch break from 12.00 PM to 1.00 PM. However, the Site In-charge/ Site Engineer of BBJ, Ganga Bridge Site, Prayagraj may change the duty hours as per need. Duty Hours of the DG Set to be noted in the Logbook duly signed by BBJ Site In-charge/ Site Engineer or his nominated representative and agency's Operator of the DG Set.
- All necessary VALID DOCUMENTS in connection with the DG Set to be provided and available during transportation from despatch location, during operation at Ganga Bridge Site, Prayagraj, UP and during back transportation from Ganga Bridge Site, Prayagraj, UP to designated location.
- As regard balancing of load in all 3-phases, BBJ will be vigilant to not to operate the DG Set in wide un-balance condition of electrical loads.
- Operator's accommodation will be given free of charges along with BBJ's own workmen at site.

5. CONTRACTUAL PERIOD

The contractual period/ hiring period for the said DG Sets shall be for a period of **06 months** from the date of issue of LOA/ Order, whichever is earlier.

6. EXTENSION OF COMPLETION PERIOD:

The contractual period may be extended as per the BBJ's requirement. No extra claim (including escalation) from the bidder will be entertained in such cases of time extension being made.

7. PLACE OF OPERATION

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

8. PAYMENT TERMS:

Billing shall be done on monthly basis and 100% (one hundred percent) payment against shall be released within 45 (forty-five) days from the date of submission of clear invoice duly certified by the Site In-Charge / concerned official.

Note: Statutory Deductions shall be made at source.

9. RATE

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

10. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

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

SDPG will be released after 60 (sixty) days from completion of service period and acceptance by BBJ without any interest.

11. LIQUIDATED DAMAGE:

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

12. TAXES & DUTIES:

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

13. GOODS AND SERVICE TAX (GST):

- i) The successful bidder shall be liable to pay all applicable taxes, excluding 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.

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- 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 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.

14. 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.

15. INDEMNITY:

The Bidder shall indemnify BBJ against all claims in respect of their contractual obligations and also for their non-compliance of any statutory rules/ obligations/ laws taxes and duties etc.

16. TERMINATION OF CONTRACT:

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In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program schedule mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to affect any other payment to the present successful bidder for any ground whatsoever.

The successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/ partnership firm. The defaulting successful bidder shall not be issued any completion certificate for the contract.

All the statutory obligations including maintaining the all other local rules & regulations/ rules of local Govt. bodies should be abide by & complied by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within the stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful Bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.) and the decision of BBJ in this respect shall be final.

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

17. ARBITRATION:

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

If a party is dissatisfied with the decisions/recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by notice in writing to the Competent Authority of BBJ clearly evince the intention to refer to 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

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adjustment in accordance with such award.

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

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

18. FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, the act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall because of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist.

In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract. Provided that if the contract is terminated under this clause, BBJ shall be at liberty to take over from the successful bidder at a price to be fixed by BBJ, which shall be final, all unused, undamaged and acceptable equipment, bought out components and other stores in the course of manufacture which may be in the possession of the successful bidder at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the successful bidder may, with the concurrence of BBJ, elect to retain.

19. JURISDICTION OF COURT:

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

20. IMPORTANT NOTES

BBJ reserves the right to:

- a) In the event of failure on the part of the bidder/ contractor to complete the job within the reasonable period of time as decided by the Purchaser, the purchaser reserves the right to get the job done by other Agency/ Agencies as per the order and invoke EMD.
- b) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- c) Increase/ decrease/ alter the job description/ scope of work with a corresponding change in the value of the contract.
- d) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- e) May ask for further qualification during techno commercial scrutiny of bids received.
- f) BBJ shall not be responsible for any delay, loss or damage for bids sent by post.
- g) 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.

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED

- h) 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.
- i) 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 an application.
- j) The supplier will stand a guarantee for the quality supplied item. If the supplied quantity is found defective, the defective quantity is to be replaced by the supplier at their risk and cost.
- k) The quoted rate should be inclusive of all taxes and Delivery charges at our Site excluding Goods & Service Tax.

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