

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

eNIT/DGM(P-V)/KESHREKHA.BRIDGE/5-2017

Date 07.02.2017

(A Government of India Enterprise)
 27, RAJENDRA NATH MUKHERJEE ROAD
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e-Tenders under two-part bidding system (i.e. Techno-Commercial Bid & Price Bid) are invited from contractors/ firms who are technically & financially capable to carry out the work as per this NIT & also as per the tender invited by Paschim Medinipur Zilla Parishad vide no. PMD/N-05/2016-17(4th call of PMD/N-56/2015-16) on back-to-back basis and on cost plus percentage basis indicating the project cost as percentage above/below/at-par basis on 'BOQ-1' are invited for the following work;

01.	TENDER NOTICE NO. & Date	eNIT/DGM(P-V)/KESHREKHA.BRIDGE/5-2017 DATE 7th February, 2017	
02.	NAME OF THE WORK	Construction of Keshrekha Bridge over Muruli Khal under Nayagram P.S. in Paschim Medinipur District.	
03.	QUANTITY	As Per BOQ (BOQ-1)	
04.	COMPLETION PERIOD	10 (ten) months form the date of issue of LOI/ Order, whichever is earlier.	
05.	ESTIMATED COST	Rs.4,87,65,008/- (Rupees four crore eighty seven lakh sixty five thousand and eight only) approx.	
06.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	Rs.5,000/- (Rupees five thousand only) by Pay Order/ Demand Draft in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" payable at Kolkata. SSI units with NSIC registration are exempted from submitting cost of tender document.	
07.	EARNEST MONEY DEPOSIT	Rs.2,50,000/- (Rupees two lac fifty thousand only) by Pay Order/ Demand Draft in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" payable at Kolkata. SSI units with NSIC registration are exempted from submitting EMD.	
08.	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
09.	DATE & TIME SCHEDULE:	Date of Publishing NIT & Tender Documents	08.01.2017
		Document download Start Date	08.01.2017 - 10:00 HRS
		Start Date of uploading of bid document	22.02.2017 - 10:00 HRS
		End Date for uploading of bid document	28.02.2017 - 15:00 HRS
		Date of opening of Technical Bid	01.03.2017 - 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 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 **two parts**:

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

i) PRE QUALIFICATION CRITERIA OF THE BIDDER

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of 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) Tender Document Fee amounting to **Rs.5,000/-** (Rupees five thousand only) in the form of Pay Order/ Demand Draft 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.2,50,000/-** (Rupees two lakh fifty thousand only) in the form of Pay Order/ Demand Draft 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.
- (c) VAT Registration Certificate
- (d) Copy of PAN CARD
- (e) Service Tax Registration Certificate
- (f) ESI Registration
- (g) Copy of PF Registration Certificate
- (h) Digitally signed copy of tender documents of BBJ & Bidding Document for Zilla Parishad Work (Paschim Medinipur Zilla Parishad)
- (i) Copy of relevant documents/ experience certificate showing past experience in respect of work as per eligibility criteria at Clause 2.0 of Special Conditions of Contract.
- (k) Audited Balance Sheet & P/L for last 03 (three) financial years
- (l) Any other document as per bidding document for Zilla Parishad Work (Paschim Medinipur Zilla Parishad)

b) PRICE-PART -

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

4.0 Bidding document for Zilla Parishad Work (Paschim Medinipur Zilla Parishad) vide no. PMD/N-05/2016-17(4th call of PMD/N-56/2015-16) is an integral part of the tender document and to be read in conjunction with this tender document.

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

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

7.0 **Important Notes;**

BBJ reserves the right to:

- a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- b) Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- c) Postpone or extend the above mentioned date, split and distribute the work among more than one contractor without assigning any reason what so ever.
- d) May ask for further qualification during techno commercial scrutiny of bids received.
- e) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- f) BBJ shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- g) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- h) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.

SCOPE OF WORK

- 1.0 **NAME OF WORK:**
Construction of Keshrekha Bridge over Muruli Khal under Nayagram P.S. in Paschim Medinipur District on Turnkey Basis.
- 2.0 **SCOPE OF WORK:**
- 2.1 Construction of Keshrekha Bridge over Muruli Khal under Nayagram P.S. in Paschim Medinipur District on Turnkey Basis.
- 2.2 Supervision of entire project.
- 2.3 Liaising with Principal Client etc. for passing of RA Bills.
- 2.4 Assistance for collection of payment from Principal Client for RA Bills/any payments.
- 2.5 Supply of all materials, tools & tackles, labour etc.

SPECIAL CONDITION OF CONTRACT**1.0 DESCRIPTION:**

- a. "Owner/Principal Client" shall mean Paschim Medinipur Zilla Parishad.
- b. "Employer" shall mean Braithwaite Burn And Jessop Construction Company Limited (BBJ) having its registered office at 27, Rajendra Nath Mukherjee Road, Kolkata – 700001.
- c. "Project" shall mean construction of Keshrekha Bridge over Muruli Khal under Nayagram P.S. in Paschim Medinipur District on Turnkey Basis
- d. "Site" shall means the land and other place envisaged by the Employer where the works are to be executed.
- e. "Engineer" shall mean an Engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purposes of the contract.
- f. "Contractor" shall mean the person, firm or company, who enters into contract with the Employer and shall include the Contractor's personal representative, executors, administrators, successors and permitted assigns.
- g. "Contract" shall mean the bidding document for Zilla Parishad Work (Paschim Medinipur Zilla Parishad), Invitation to Tender, Instructions, to Tenderers, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule, Form of Tender, Rates & amount accepted against the items of the Tender schedule together with the Tender covering letter, and all correspondence entered into between the Employer and the Tenderer prior to the Letter of Intent and the of Intent awarding the work and the Contract Agreement /Work Order.

2.0 ELIGIBILITY:

- 2.1 Contractors/ Firms should have a minimum average annual financial turnover of at least **30% (thirty percent)** of the estimated cost during in last **3 (three) financial years** and should submit audited Balance Sheet and Profit & Loss Account for last three financial years.
- 2.2 Contractors/ Firms should also have successfully executed similar job (ref. note below) during last **07 (seven) years** and should produce certification/ proof from user/ end user in support of execution similar work order which should be either of the following:
 - 2.2.1 **03 (three)** similar executed works each costing not less than **40% (forty percent)** of the estimated cost.
OR
 - 2.2.2 **02 (two)** similar executed works each costing not less than **50% (fifty percent)** of the estimated cost.
OR
 - 2.2.3 **01 (one)** similar executed work costing not less than **80% (eighty percent)** of the estimated cost.

NOTE: SIMILAR JOB SHALL MEAN SUCCESSFULLY COMPLETED ANY CIVIL ENGINEERING WORKS HAVING PILE FOUNDATION.

- 2.3 Contractor/Firm should have earned profit in at least two years during last three financial years.
- 2.4 The contractor/ firm should own sufficient construction equipment for proper timely execution of work. The applicant should submit details of the same along with the bid document.
- 2.5 The contractor/ firm should have sufficient number of Technical and Administrative employees for the proper execution of contract. The applicant should submit details of the same along with the bid document.
- 2.6 Any information furnished by the contractor/firm applicant found to be incorrect would render him to be debarred from tendering or taking up any work with BBJ.

3.0 EARNEST MONEY DEPOSIT (EMD):

Deposit of Earnest Money amounting to **Rs.2,50,000/-** (Rupees two lakh fifty thousand only) in the form of Pay Order/ Demand Draft 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 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 bidders, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

4.0 **DATE OF COMMENCEMENT:**

The date of commencement will be considered the date of issue of Letter of Intent (LOI) or Work Order, whichever is earlier.

5.0 **COMPLETION SCHEDULE:**

The Contractor has to start mobilizing plant, machinery, manpower at site so that work can be started within 15 (fifteen) days from the date of LOI/Order.

The entire project to be completed in all respect within a time frame of **10 (ten) months** (excluding rainy season) from the date of commencement as stated above. This includes the Mobilization Period.

The contractor shall be responsible for proper completion of structures, workmanship, liability for defects of the buildings constructed by it and maintain the projects during the period of execution and for a period of next 03 (three) years from the date of completion of the project. In the event of failure on the part of the contractor to rectify the defects/maintain the building as aforesaid, the same may without prejudice to any other right available to it in law be rectified by the employer for an on behalf of the contractor and at the cost and expenditure of the contractor. The employer shall have the right to deduct on set off the expenses incurred by it in rectifying the defects/ maintaining the project as aforesaid from or against any amount due and payable or becoming due and payable by the employer to the contractor under this agreement or any other contract whatsoever. The date of completion shall be calculated from the date of issue of completion certificate as furnished by the Engineer-in-Charge of the project on behalf of the Employer. The contractor shall send completion report with drawings and maintenance schedules to the office of the Employer in writing within a specific period.

5.1 **EXTENSION OF DELIVERY PERIOD:**

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

6.0 **INSPECTION & TESTING:**

Inspection of Work will be done by BBJ/ Principal Client and/or Authorized Representative of Principal Employer and the Contractor is required to get the work passed through BBJ/ Principal Client /their Authorized representative.

7.0 **NATURE OF CONTRACT:**

This contract will be treated as Percentage Rate Contract.

8.0 **INITIAL SECURITY DEPOSIT**

The Earnest Money Deposit of the successful bidder shall be retained towards part of the initial Security Deposit to facilitate the due and faithful fulfilment of the contract.

9.0 **PERFORMANCE GUARANTEE**

As security for proper and faithful fulfilment of the obligation under the order, the successful bidder shall furnish to us Performance Guarantee equivalent to **5% (five percent)** of the total Contract Value of the way of Bank Draft or in the form of a Bank Guarantee of equivalent amount from a Nationalized/ Scheduled Bank (as per format to be provided by BBJ) within 15 (fifteen) days from the date of issuance of LOI/Order in favour of "The Braithwaite Burn And Jessop Construction Company Limited". The Performance Guarantee shall remain valid till completion of entire contract period plus 45 days from the date of expiry of Defect Liability Period i.e. 3 years plus 45 days.

In case the contractor fails to submit the Performance Guarantee of the requisite amount within the stipulated period, this will tantamount to termination of contract and EMD of contractor shall be forfeited. Non submission of performance

Guarantee may cancel the contract and forfeited the EMD without giving further notice to agency. Cash deduction from RA Bills In lieu of Bank Guarantee shall not be permitted.

10.0 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 45 days from the date of expiry of Defect Liability Period i.e. 3 years plus 45 days. 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 with the total amount of Security Deposit, may be deposited by the contractor in the form of Demand Draft/Pay Order or may be recovered by percentage deduction from the contractor'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% of the Contract value.
- (ii) The rate of recovery should be at the rate of 5% of the gross bill amount till the full security deposit is recovered.
- (iii) The Security Deposit may be converted in Bank Guarantee of equivalent amount from a Nationalized/Scheduled Bank (as per format to be provided by BBJ) on receipt of request letter from the Contractor. However, decision of BBJ shall be binding on contractor.

Security Deposit & Performance Guarantee shall be returned to the contractor after completion of entire Order plus period plus 45 days from the date of expiry of Defect Liability Period i.e. 3 years plus 45 days 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.

11.0 DEFECT LIABILITY PERIOD:

The Contractor shall fully guarantee all workmanship in scope of his work to perform strictly in accordance with the specifications. The workmanship shall be free from all defects. Should any workmanship not perform as intended or should workmanship prove defective within a period of **03 (three) years** from the date of completion/ handing over of the work, the work shall upon notification of deficiency/ defect be promptly rectified by the Contractor to the satisfaction of BBJ/ Principal Client or any Inspection Agency nominated by BBJ/ Principal Client without any delay and at no extra cost to BBJ. If the Contractor 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 at the Contractor's risk and cost.

12.0 All conditions applicable to BBJ as per the bidding document for Zilla Parishad Work (Paschim Medinipur Zilla Parishad) shall also be applicable to the Contractor.

13.0 RATES:

The rates shall be inclusive of all duties, taxes, royalties, Cess, [including 1% Cess under W.B. Building and other Construction Workers (Regulation of Employments & Condition of Service) Act, 1996], toll, taxes and other levies payable by the Contractor under the Contract to the State / Central Government for any other cause, shall be included in the rates, prices and total Bid price submitted by the bidder. 1% Cess under W.B. Building and other Construction Workers (Regulation of Employments & Condition of Service) Welfare Cess Act, 1996 will be deducted from the running bills.

The rates are intended to provide for works duly and properly completed in accordance with the Special Conditions of Contract with Specifications and drawings together with such alteration or conditions as may be required/ ordered and without prejudice to the generality thereof which include for details of construction which are obviously and fairly intended and which may not have been specifically referred to in these documents and working drawings but are essential though of minor nature and shall be deemed to include and cover inter-alia the following:-

- i) The cost of all superintendence, labour and materials including materials to be issued by Employer on cost recoverable basis if any, all types of explosive/blasting materials, all tools, plants and equipment, mobilizing

- and demobilizing of manpower/ equipment, fuel, lubricants, fixers, transport and handling charges of machineries, temporary and permanent works, transport, handling and storage of materials, stacking and removal charges of any rejected materials, water and power arrangements and satisfactory maintenance of the same for the full and satisfactory completion of the work intended.
- ii) Watch and ward and Security arrangements as required for satisfactory performance of the entire project.
 - iii) Erection, maintenance and removal of temporary/ enabling works for office, stores, accommodation, labour hutment etc. required for the project.
 - iv) Work at all depths in foundation below the ground level and in superstructures up to all heights above ground level including all lifts and decent involved at any place of work and disposal area.
 - v) Unless otherwise specified in the specifications / schedules, cost of all leads & lifts.
 - vi) All materials and labour required for fencing in and protection against risks of accidents and providing necessary site clearance in excavation trenches, shoring, planking, strutting, gangways with handrails, gumboots, hand gloves, safety belts etc. during the progress of work.
 - vii) All dewatering operations for seepage waters, surface drainage, monsoon water and dislodging and allied operations at any stage of work.
 - viii) All barrier arrangements for the safety of the public or employees during execution of work as may be prescribed by the Engineer-in-charge.
 - ix) Clearing the site after completion of the work of all debris, left out construction materials, machine, equipment, temporary houses, office, stores, workshop, labour colonies etc. including dressing the area in neat and clean shape.
 - x) All types of assistance to be provided to the employer for performing various types of tests required for quality control of the works. The expenditure towards such test shall be fully borne by the contractor.
 - xi) Taxes considered in the quotation must be clearly indicated in the bid document by the bidder.
 - xii) If there is any change in Tax Structure by the Govt., same will be made applicable as from the date it will come into force. Existing structure as considered during submission of bid shall be overruled.
 - xiii) INCOME TAX: Income Tax will be recovered at the prevailing rate of total billed value from each R.A. Bill or as per Income Tax act, applicable from time to time.
 - xiv) SALES TAX ON WORKS CONTRACT:
 - (a) Sales Tax as per law will be deducted from Gross Value of each bill and shall be deposited with Sales Tax Department by BBJ. TDS will be issued to the successful CONTRACTOR.
 - (b) To make the transactions smooth and legal, the successful CONTRACTOR is responsible to complete the Sales Tax assessment of the works contract turn over for the relevant year in time and submit certified copy of the assessment order to BBJ.
 - xv) The contractor shall keep BBJ indemnified fully of all liabilities with regard to this work and legal/ statutory authorities. Any penalty or liquidated damages imposed by such authority on BBJ, shall be fully borne by the Contractor.
 - xvi) The contractor shall comply with the provisions PF Act, ESI & Labour laws and the rules made there under in respect of all employees employed in the work. The contractor submit an undertaking/certificate as per Annexure-I.
 - xvii) All the records in connection with the above shall be properly maintained by the Contractor and produced for scrutiny by Owner / Authorities whenever called for.
 - xviii) Proper records of engagement of labourers are to be maintained and copy of the labour payment wages sheet are also to be submitted duly signed and certified by the agency and site engineer.

14.0 **RUNNING ACCOUNT BILLS:**

- (a) The contractor shall prepare and submit R.A. Bills for work done in a particular month will be submitted monthly along other relevant Documents as per BBJ/Principal Client's format.
- (b) All the bills as mentioned above are to be submitted at Site and the payments will be made from BBJ's Registered office at Kolkata.
- (c) Payment shall be made against each RA Bill within 15 (fifteen) days from the date of receipt of corresponding payment from the Principal Client and no claim for ultimately payment shall be entertained by BBJ nor this will effect the time schedule in any case.

- (d) Statutory Deductions towards taxes & duties shall be made as per rules.
- (e) Final Bill: The contractor shall submit final bill along with the copy of handing over certificate. Payment against final bill will be made to the contractor only after receipt of corresponding payment from Client.

17.0 PAYMENTS

- (a) The bill shall be submitted by contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in previous months. The contractor shall prepare computerized bills using the programme as approved by Engineer-in-Charge as per prescribed format/ pro-forma as required by Principal Client.
- (b) It is clearly agreed and understood by the Contractor that notwithstanding anything to the contrary that may be stated in the agreement between BBJ and the contractor, the contractor shall become entitled to payment only after BBJ has received the corresponding payment(s) from the client / Owner for the work done by the contractor.

Payment:

Before release of final payment, the contractor has to submit the following:

- Certificate confirming labour payment for the period under consideration.
- EPF receipt.

Payment shall be released by BBJ after receipt of corresponding payment from PRINCIPAL CLIENT. All the payments will be subject to statutory deductions and recoveries as per rules and regulations. Any delay in release of payment to the Contractor for any reasons whatsoever shall not entitle the contractor to any compensation/interest from BBJ, neither this will affect the completion schedule in any way.

Any amounts deducted by the client for reasons like nonperformance, workmanship issues, material quality issues or any other issues, then the same will be deducted from the RA or Final Bills of the contractor. These will only be released after the same is paid by the client.

18.0 MATERIALS

- (a) Supply by Contractor
 - (i) It is contemplated that all the construction material required for the work shall be arranged by contractor for incorporation in the work as per specification provided in NIT of Paschim Medinipur Zilla Parishad.
 - (ii) All materials supplied by the contractor according to the contract conditions shall be subject to inspection and passing by the Engineer or his representative from time to time. The contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection, the Engineers will have the liberty subsequently to inspect the materials that does not conform to specification and no claim or compensation on the account will be entertained. The rejected materials shall be removed by the contractor from the site at his own cost.
- (b) No construction materials will be supplied by the Employer in this contract.

21.0 SAFETY REGULATIONS

- 21.1 In respect of works and all labours directly or indirectly employed in the work for the performance of contract, the contractor shall at his own expenses arrange for all the safety provisions as per safety codes of State PWD, Indian Standard Institution, The Indian Electricity Act, The Mines Act, Regulations, Rules and Orders made there under and such other acts as applicable from time to time. In default thereof the employer may get this done departmentally or through other agencies and recover the cost from the contractor.
- 21.2 The contractor shall abide by all the security regulations promulgated from time to time by the employer.
- 22.0 All incidental local problems as and when arises, if any, are to be tackled and resolved by the Contractor so that work progresses smoothly till the completion of the work.
- 23.0 Contractor shall obtain all the statutory permission if required for executing the work from local or statutory body and the expenditure in this regard shall be borne by them.
- 24.0 No claim on any account whatsoever shall be entertained.

- 25.0 If there is any ambiguity/contrary in the BOQ & other relevant contract conditions between BBJ's Tender & Paschim Medinipur Zilla Parishad vide NIT no. PMD/N-05/2016-17(4th call of PMD/N-56/2015-16), the contract conditions and/or BOQ in the Paschim Medinipur Zilla Parishad's NIT shall prevail.
- 26.0 During the course of execution, if any change is instructed for any work by Principal Client or his representative as Principal Client shall be binding on the contractor.
- 27.0 For any delay in the execution work, if any penalty is imposed by Principal Client the same shall be recovered from the Contractor's Bills.
- 28.0 **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.
- 29.0 **ALL OTHER TERMS & CONDITIONS AS LAID OUT BY PASCHIM MEDINIPUR ZILLA PARISHAD VIDE NIT NO. PMD/N-05/2016-17(4TH CALL OF PMD/N-56/2015-16) SHALL BE APPLICABLE FOR THIS TENDER AND SHALL BE READ IN CONJUNCTION WITH IT.**