

**दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड**  
**THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED**

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.  
(A GOVT. OF INDIA ENTERPRISE)

Regd. Office: 27, RAJENDRA NATH MUKHERJEE ROAD

P.O.Box No. 264, Kolkata - 700 001 (WEST BENGAL)

PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 -3961

E-MAIL: info.bbjconst@bbjconst.com

Website:- www.bbjconst.com

**NIT/BBJ/M&P/D-1142/D.G.SET-50KVA/EPE/3131/G-83-2023**

**DT.:12.06.2023**

Offers under Two – Part Bid System (i.e. Techno-Commercial Bid & Price Bid) are invited for supply of 50 KVA capacity Diesel Generator Set. The description/specification of 50 KVA D.G. Set with other Terms and Conditions are detailed hereunder:-

i.	SCOPE OF THE WORK/SUPPLY	50 KVA capacity Diesel Generator Set.
ii.	DESCRIPTION AND QUANTITY	As per attached Bill of Quantity (BOQ)/ Scope of Work /Technical Specification (Annexure-A). Bidder should quote the rate as per BOQ with GST.
iii.	DELIVERY PLACE	At The Braithwaite Burn and Jessop Construction Company Limited (A Govt. of India Enterprise), Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata-700 024. BBJ GST Registration No. 19AAACT9760B1Z9.
iv.	DELIVERY PERIOD	Within 30 days from the date of order with Material Test Certificate and Guarantee Certificate.
v.	EARNEST MONEY DEPOSIT (EMD)	Rs.25,000.00 (Rupees twenty five thousand only) in the form of Demand Draft/ Pay Order/NEFT/RTGS in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD." payable at KOLKATA.  MSME/NSIC/SSI Units will be waived from submitting EMD subject to submission of Declaration of the UDYOG AADHAR MEMORANDUM (UAM) NUMBER on GeM Portal/CPPP.
vi.	SECURITY DEPOSIT	MSME/NSIC/SSI Units who are exempted from submission of EMD, shall have to submit their Security Deposit equivalent to EMD in the form of Demand Draft/Pay Order/NEFT/RTGS/Bank Guarantee. Bank Guarantee Format will be provided by BBJ.
vi.	PERFORMANCE GUARANTEE	10% of the contract price/value of order by Bank Draft / NEFT/ RTGS or in the form of a Bank Guarantee within 21 days from the date of LOA/Order whichever is earlier.
vii.	GUARANTEE/DEFECT LIABILITY PERIOD	24 months applicable for assembled D.G.Set of 50 KVA capacity and 18 months applicable for Alternator effective from the date of commissioning.
viii.	RATE PER UNIT	Quoted rate(s) of the participated bidder(s) should be inclusive of delivery charges up to delivery place as stated above and also inclusive of GST. Quoted/Offered rate(s) will be firm and final up to completion of last delivery period.
ix.	SPLITTING OF TOTAL QUANTITY.	Not applicable.
x.	REVERSE AUCTION	Not applicable.

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड  
THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED

xi.	DOCUMENTS	The following documents should be uploaded/submitted by the tenderer/bidder with their offer. (a). Copy of GST Registration Certificate; (b). Copy of PAN Card; (c).BBJ Tender Documents(Additional Terms & Conditions) -except Price Part with stamp and sign on each pages; (d). Copy of Purchase Orders with co-related Tax Invoices / Experience Certificate/ Completion Certificate issued by any Organization during last 5(five) years ending 31 <sup>st</sup> May,2023. (e). Copy of Indian Income Tax Return Acknowledgement from Concerned Authority for the Assessment Year: 2019-2020, 2020-2021 and 2021-2022. (f). EMD of Rs.25,000.00(Rupees twenty five thousand only).
xii.	MODE OF SUBMISSION	Online through Government e-Marketplace System (GeM) - <a href="https://gem.gov.in">https://gem.gov.in</a>

तपस सेन/(Tapas Sen)  
सहायक अधिकारी(एम एंड पी)/ Assistant Officer(M&P)

**INSTRUCTION TO TENDERERS**

**1.0 MODE OF SUBMISSION OF BID:-**

Any eligible bidder/tenderer/contractor (as per tender criteria) those are enrolled and registered with the Government e-Procurement System, through logging on to <https://gem.gov.in>, may submit their Bid online through e-Tendering System of GeM Portal – <https://gem.gov.in>.

Tender Document to be digitally signed by the bidders/tenderers/contractors with their official seal. The rates in appropriate space in the **Bill of Quantity (BOQ)** should be properly filled in. Tenders to be submitted in **TWO PARTS**.

**Hard copy of the uploaded/submitted Bid (Only Technical Part) to be submitted to this office physically alongwith the EMD.**

**2.0** Bids will be in **TWO PART**. **1<sup>st</sup> Part** will be treated as **Techno Commercial Bid** and **2<sup>nd</sup> Part** will be treated as **Price Bid**.

The offer/bid should comprise of:

- (i) Part-1 : Techno-commercial Bid & EMD
- (ii) Part-2 : Price Bid

Incomplete tenders submitted with qualified conditions(s) at variance with Instruction to Tenderers/ General Terms & Conditions are liable to be rejected summarily.

**3.0** Only the techno-commercially acceptable Tenderers/bidders/contractors will get the intimation of opening of the price bid. Price Bid (Part-II) shall be opened at a different date for which separate intimation will be sent electronically via GeM Portal.

**4.0** Any deviation of your Bid/Offer/Quotation will be treated as cancelled.

**5.0 TECHNO COMMERCIAL PART :-**

The Techno-Commercial Part will consist of :-

**PRE QUALIFICATION CRITERIA OF THE BIDDERS**

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 are to be submitted/uploaded with the offer :-**

- (i) Copy of GST Registration Certificate;
- (ii) Copy of PAN CARD ;
- (iii) BBJ Tender Document (Additional Terms Conditions), except Price Part duly signed with official stamp on each pages;
- (iv) **EMD** amounting to **Rs.25,000.00**(Rupees twenty five thousand only) in the form of Pay Order/Demand Draft/NEFT/RTGS drawn in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED", payable at Kolkata. **Scanned copy to be uploaded in portal and instrument to be submitted physically along with the other documents;**
- (v) Documents supporting to "**Eligibility Criteria**" as per **Clause No. 2** of Special Condition of Contract as under :
- (vi) Copy of relevant Purchase Orders with Co-related Tax Invoices showing Past Experience in similar works/supply during last 5(five) years ending 31.05.2023;  
**"SIMILAR WORKS" Means:-** Supply of Diesel Generator Set in the capacity of 25 KVA to 50 KVA or Higher capacity .
- (vii) Copy of India Income Tax Return Acknowledgement from concerned Authority for the Assessment Year : 2019-2020, 2020-2021 and 2021-2022.

## दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड

### **PRICE PART :**

- (a) Properly filled up **BILL OF QUANTITY(BOQ)** duly digitally signed to be uploaded in Financial Part with HSN Code of each quoted item(s);
- (b) This part must be free from any conditions.
- (i) Bidder shall take into account all costs including unloading at the location of purchaser, cartage etc. for giving delivery of materials at site before quoting the rates. In this regard no claim so ever shall be entertained.
- (ii) The price quoted in financial bid shall be firm and shall include delivery charges and GST. Any variation in the taxes, duties, levies etc. till completion of supply to the location shall be to the bidder's account.
- (iii) No extra payment shall be paid on account of any discrepancy in nomenclature of items. The bidder shall seek clarifications if any before submitting the tender.
- (iv) No representation for the enhancement of the prices of the accepted tender or alternation of the terms & conditions will be entertained till supplies are completed to the designated location.

Those bidders who are found to be qualified as per the criteria of techno commercials bid, the price bid of the qualified bidders only be opened through GeM Portal.

### **6.0 EXEMPTION FOR MICRO & SMALL ENTERPRISES:**

- i) MSME/ NSIC/ SSI units will be waived from submitting Tender Fee & EMD subject to submission of declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.
- ii) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given following benefits: -
  - a) Issue of Tender set free of cost
  - b) Exemption from payment of Earnest Money Deposit
- iii) Firms registered with NSIC under its "Single Point Registration Scheme".  
(Exemption will apply only to items/ services indicated under description of work/ supplies / services & value up to which the firms are registered with NSIC).  
To obtain the above benefits, firms should necessarily submit signed copy of valid Registration Certificate issued by NSIC. Firms who are in the process of obtaining NSIC Registration will not be considered for the benefits.

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

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

**SPECIAL CONDITION OF CONTRACT**

**1.0 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/ 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" shall mean whose tender has been accepted by BBJ.

**2.0 ELIGIBILITY CRITERIA :**

- (i). The bidder must enclose/upload the copy of relevant Purchase Orders with Co-related Tax Invoices in connection with supply of Diesel Generator Set in the capacity of 25 KVA to 50 KVA or Higher capacity, issued by any organization during last 5(five) years ending 31<sup>st</sup> May,2023.
- (ii). The bidder must enclose/submit the copy of Indian Income Tax Return Acknowledgement from concerned Authority for the Assessment Year : 2019-2020, 2020-2021 and 2021-2022.

**3.0 SCOPE OF WORK/SUPPLY :-**

The following Machine/Diesel Generator Set shall be supplied in compliance to the specifications/make/model as mentioned hereunder :-

- (i). Diesel operated Silent Generator Set  
Capacity = 50 KVA  
Qty. : 03 (Three) complete Set.
- (ii). Specifications of Diesel operated Silent Generator Set as under :  
3 PH,415 Volt rated, 50Hz, 1500 rpm 50 KVA/40 KW Silent Diesel Generator Set satisfied CPCB-II norms/ ISO 3046/BS 5514 or equivalent Liquid ooled comprising of 4 Cylinder Mechanical A1 Governor – Greaves Cotton / Cummins – Jackson/Cummins/Ashok Leyland/Escort-Engine coupled with Stamford/MECCALTE/Leroy Somer Mounted on common M.S. base frame along with AVM Pads, Fuel Tank, Silencer, Dry Air Cleaner, Lube Oil Filter, Fuel Filter, Engine Safety Sensor (LLOP & HWT), Fully Charged Battery with Leads and Acoustic enclosure.

**Control Panel** : Out Door type Manual Standard Control Panel with controller of 14/16 gauge CRCA Sheet, Powder coated for weather proof and long lasting finish. Wire connection schematic diagram must be supplied inside panel of each DG Set and Ferrule nos of control wire must be matched with connection diagram.

**Acoustic Enclosure**: Specially designed to meet stringent MoFF/CPCB norms of 75dBA @ 1 Mtr. at 75% load under free feel condition. Manufactured by good quality CRCA Sheet High Quality noise absorbant and fire-retardant grade acoustic Insulation Material (P.U.Foam) complying to IS:8183. Two point lifting facility, Fuuid Drains for Lub Oil and Fuel. Fuel filling arrangement inside the enclosure.

## दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड

**Protection and Safety** : Minimum safety protection such as Under and Over Load Voltage, Under and Over Frequency, Under and Over Speed, Over Load, Low Lub Oil Pressure, High Coolant Temperature and Emergency Stop.

**Starting of DG Set** : At least on 75% to 90% Load instantaneously.

### 4.0 Rate :-

The bidder must submit their offer **strictly as per Bill of Quantity( BOQ)** of this tender document.

The bidder must quote their Basic Price/Unit Price which will be **inclusive** of delivery charges up to delivery place **and** GST(as applicable).

The price must be firm during the tenure of this supply/contract and no escalation of any account will be allowed.

### 5.0 Delivery Place :-

At The Braithwaite Burn And Jessop Construction Co.Ltd., (A Govt. of India Enterprise), Heavy Plant Yard, P-82 Taratala Road, Garden Reach,Kolkata-700 024 (West Bengal).

**BBJ GST Registration No.** : 19AAACT9760B1Z9.

### 6.0 Delivery Period:

- Delivery to be completed within 30 days from the date of LOA/Order whichever is earlier with Material Test Certificate and Guarantee Certificate.

#### Notes :-

(a). BBJ has reserve the right to curtail the item/quantity/delivery time/contract period and to terminate the contract/delivery at any time without assigning any reason whatsoever by giving three weeks notice in advance.

### 7.0 Payment :-

Payment will be made within **45 days** from the date of delivery and submission of clear Bill/Tax Invoice with receipted challan duly certified by site.

### 8.0 EARNEST MONEY DEPOSIT:

Deposit of EMD amounting to **Rs.25,000/-** (Rupees twenty five thousand only) may be made in the form of Pay Order/ Demand Draft/ NEFT/ RTGS drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the bidder withdraws their offer within validity period of their offer or fails to undertake the contract after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected. EMD will be converted to Security Deposit and will be kept till completion of Maintenance Period for the successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

#### Bank Details for NEFT/ RTGS:

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

Bank Name: STATE BANK OF INDIA

Branch: DALHOUSIE SQUARE (CALCUTTA)

Bank Address: 2, B. B. D. BAGH (EAST), KOLKATA – 700 001 (W.B.)

Bank Account No.: 11175160292

Bank Account Type: Current

IFSC Code: SBIN0001401

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

### 9.0 SECURITY DEPOSIT:

For successful bidder, Earnest Money Deposit(EMD) will be converted into Security Deposit and will be retained by BBJ till successfully completion of supply/contract without any interest. On receipt of formal application from the supplier for releasing the EMD, BBJ will release the amount after completion of entire supply.

## दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड

MSME/NSIC/SSI units, who are exempted from submitting EMD, shall have to submit Security Deposit of the amount equivalent of EMD in the form of Demand Draft/Pay Order/NEFT/RTGS/Bank Guarantee within 15 (fifteen) days from the date of receipt of order, otherwise order will be cancelled and withdrawn. The bidder will be debarred from participating in future bid for a period of 01 (one) year the date of order.

### 10.0. Performance Guarantee:

- (i). For due and faithful fulfillment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to 10% (ten percent) of the contract price/value of work order either by Bank Draft/ NEFT/ RTGS or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank of India in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid and withdraw the LOA if the Performance Guarantee is not submitted within 21 days.
- (ii). The Performance Guarantee shall be initially valid up to the stipulated date of completion / guarantee or defect liability period. In case, the time for completion of work/supply gets extended, the successful bidder shall get the validity of Performance Guarantee extended to cover such extended time for completion of work / guarantee or defect liability period.
- (iii). In case the successful bidder fails to submit the requisite Performance Guarantee within the stipulated period as mentioned in the above paragraphs, the bid may consequentially be cancelled by BBJ, and the LOA shall stand withdrawn. The defaulting successful bidder shall be debarred from participating in Re-Tender for that work and his EMD/ SD/ PG/RA Bills shall be encashed/ invoked/ forfeited. In this regard, the decision of the Competent Authority of BBJ shall be final.
- (iv). The formal Order shall be issued/ contract agreement (if any) shall be executed within a reasonable time only after receipt of Performance Guarantee from successful bidder. Till such time the order is issued/contract agreement (if any) is executed the successful bidder shall execute the work on the strength of LOA, but no payment shall be made to the successful bidder without order/ contract agreement. In the event the bid is cancelled by BBJ, and LOA is withdrawn accordingly due to non-submission of Performance Guarantee, the successful bidder shall have no right to claim on the executed work if any as aforesaid or any other claim whatsoever.
- (v). The Performance Guarantee shall be released after physical completion of the work/supply/ guarantee or defect liability period based on 'Completion Certificate' issued by BBJ stating that the successful bidder has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period/ defect liability period and after passing the final bill based on 'No Claim Certificate' from the successful bidder.
- (vi). Whenever the contract is rescinded by BBJ due to failure of the successful bidder, the EMD/ Security Deposit of the successful bidder shall be forfeited, and their Performance Guarantee shall also 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.

**11.0 GOODS AND SERVICE TAX (GST)**

The quoted price should be **inclusive of Goods and Service Tax (GST)**. The GST as legally leviable & payable by the Tenderer under the provisions of applicable law/act shall be paid extra by BBJ as per Tenderer's bill. Tenderer shall quote their rate after considering the input tax credit on their input materials and services.

The Tenderer shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (Techno Commercial Bid). **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.

Tenderer shall raise their tax invoice in regular interval as per contract condition and uploaded their supply/service invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to Tenderer, the same shall be recovered from Tenderer's bill.

**12.0 LIQUIDATED DAMAGES:**

If the successful bidder causes any delay in supply as per LOA/ Order whichever is earlier by disobeying the stipulated time frame then BBJ shall have the right to charge penalty @ 0.50% (zero decimal five zero percent) of the order value per week or part thereof, subject to a maximum of 5% (five percent) of Order value and the decision of BBJ in this respect shall be final.

**13.0 GUARANTEE/DEFECT LIABILITY PERIOD :**

24 (twenty four) months will be applicable for assembled Diesel Generator Set and 18 (eighteen) months will be applicable for Alternator effective from the date of commissioning at delivery place/site. The bidder shall undertake to provide the installation and warranty service at site. The repairing/rectification/replacement/configuration required, if any, of the items under warranty period must be done at the designated location. BBJ is not liable to pay extra charges of any account during warranty period. During warranty period, expert(s) shall be deputed at site by the successful bidder within three working days from the date of request from BBJ, to rectify and fixing defects of machines at the location where machine(s) supplied. The cost of deputation of expert(s) and any other associated expenditure shall be borne by the successful bidder.

**14.0 MANUALS :**

Operation Manual and Spare Parts Catalogue must be supplied by the successful bidder/awarded bidder with each D.G.Set as under :

- (a). Hard Copy = 6 Nos. ] Operation Manual = 01 no. and Spare Parts  
(b). Soft Copy with CD = 6 Nos. ] Catalogue = 01 No. of each set for Hard Copy  
Soft Copy both.

**15.0 AFTER SALES SERVICE :**

After sales, service of any kind and any repair/replacement of parts of supplied machines at site of installation shall be rendered by the successful bidder within said Guarantee / Defect Liability Period free of cost.

**16.0 SUBLETTING OF WORK/SUPPLY:**

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

**17.0 SPLITTING OF SCOPE OF WORK/SUPPLY :**

Not applicable.

**18.0 REVERSE AUCTION :**

Not applicable



**19.0 TERMINATION OF THE 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.

**20.0 JURISDICTION OF COURT:-**

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

**21.0 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 a 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 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.

## दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड

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

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

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

### **22.0 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 :-

- (a). Schedule of Items, Rates & Quantities
- (b). Special Condition of the Contract (SCC)
- (c). Technical Specifications (TS)
- (d). Scope of Work/Supply (SOW)
- (e). Notice Inviting Tender
- (f). Instructions to the Bidders (IB)
- (g). General Conditions of Contract

### **23.0 IMPORTANT NOTES:**

#### **BBJ reserves the right to:**

- 23.1** To cancel/discharge the tender at any point of time/at any stage.
- 23.2** Increase/ decrease/ alter the quantity / duration of contract period/delivery period/time of supply with corresponding change in the value of contract.
- 23.3** May ask for further qualification during techno commercial scrutiny of bids received.
- 23.4** BBJ shall not be liable for any expenses incurred by service/work/ssupply in preparation of bid irrespective of whether it is accepted or not.
- 23.5** Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any party/ agency found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 23.6** If the Tenderer 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.
- 23.7** All costs and incidental expenses for preparation of the tender, discussion, conference, pre-tender, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost of expenses.
- 23.8** The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

तपस सेन/(Tapas Sen)

सहायक अधिकारी(एम एंड पी)/ Assistant Officer(M&P)