

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

e-Tender No.	eNIT/DGM(P-V)/CGI-SHEET/2154/3135/33-2021	Date:	11/05/2021
--------------	---	-------	------------

NOTICE INVITING e-TENDER

Sealed Tenders under **two-bid system** (i.e. "Techno-Commercial & Price Part") are invited from eligible bidders for construction of Layout Platform etc. work as detailed in "**Scope of Work**"/ "**BOQ**", hereunder:

01	NAME OF WORK	Fixation of CGI sheet at 03 nos. Workshop, Fabrication-Erection of Truss of Site Office and Fabrication-Erection of Components of 5 Panel of 12x72m workshop at Jhusi at Prayagraj (Allahabad) project.	
02	SCOPE OF WORK	As Per Abstract of Cost/BOQ	
03	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
04	EARNEST MONEY DEPOSIT	<p>Rs.25,000/- (Rupees twenty five thousand only) by Demand Draft/ Banker's Cheque/ NEFT/ RTGS in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" payable at Kolkata.</p> <p>MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP. Existing bidders working with BBJ may adjust the EMD from their pending bills.</p>	
05	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT OF CPPP, NIC	
06	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	11/05/2021
		Document download Start Date	11/05/2021 - 10:00 HRS
		Start Date of uploading of bid document	17/05/2021 - 10:00 HRS
		End Date for uploading of bid document	24/05/2021 - 15:00 HRS
		Date of opening of Technical Bid	25/05/2021 - 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 BIDDER

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://eprocure.gov.in/eprocure/app>

2.0 DIGITAL SIGNATURE CERTIFICATE (DSC)

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token.

3.0 SUBMISSION OF BID:

Bids to be submitted online through e-Procurement system of CPPP. Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the BOQ should be properly filled in. Tenders to be submitted in **two parts**:

a) TECHNO-COMMERCIAL & PRICE PART:

The Techno-Commercial & Price part will consist of -

i) PRE-QUALIFICATION CRITERIA OF THE BIDDER

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of Technical Bid. Any bidder not qualifying PQC criteria will be rejected and price bid will not be opened.

- a) Earnest Money Deposit. Scanned copy to be uploaded in e-Procurement portal and the physical instrument should reach BBJ-HO within the due date for submission of bid.
- b) Copy of GST Registration Certificate.
- c) Copy of PAN Card
- d) Copy of acknowledgement of filing of GSTR-1 and GSTR-3B for the current financial year up to the month of tender (i.e. April,2021)
- e) Copy of relevant documents as per Clause no. 2.0 of "Special Condition of Contract".
- f) The tender documents duly signed and sealed in each page excluding the BILL OF QUANTITY (BOQ).

ii) PRICE-PART -

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

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

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

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

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

- 8.0 The tender is to be uploaded in e-Publishing portal and hardcopy to be submitted within due date to Dy. General Manager(P-V), THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED, 27, R. N. Mukherjee Road, Kolkata-700 001 (W.B.).
- 9.0 **VALIDITY OF TENDER:** – **90 (ninety)** days from the date of opening of tender or for a further period if mutually accepted.

(A. Neogi)
DGM(P-V)

SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS AND INTERPRETATION:

In this Tender Document, as hereinafter defined, the following words and expressions shall have the meaning as under:

- a) "BBJ" shall mean The Braithwaite Burn & Jessop Construction Company Limited having its registered Office at 27, R. N. Mukherjee Road, Kolkata- 700 001.
- b) "TENDER" shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Dealer/Agency in response to BBJ's Notice of Invitation to this Tender Document.
- c) "ORDER" shall mean a written Work/ Purchase Order issued by BBJ.
- d) "TENDERER/ BIDDER" shall mean the firm or Company (hereinafter-called Tenderer/ Bidder) who duly submits the tender after accepting all the terms & conditions of the tender document.
- e) "SUCCESSFUL BIDDER" whose tender has been accepted by BBJ.

2. ELIGIBILITY CRITERIA:

2.1 Average Annual financial turnover of the bidder during the last 03 (three) years, ending 31st March of the previous financial year should be atleast **₹3.85 lac.**

2.2 Experience of having successfully completed similar works during last 07 (seven) years ending last day of month previous to the one in which application/ tender are invited should have either of the following;

(i) **Three (3)** similar completed works each costing not less than the amount equal to **₹5.13 lac.**

OR

(ii) **Two (2)** similar completed works each costing not less than the amount equal to **₹6.41 lac.**

OR

(iii) **One (1)** similar completed work costing not less than amount equal to **₹10.26 lac.**

Note: "Similar work" means fabrication & erection of steel structures, fixation of CGI sheets etc.

3. SCOPE OF WORK:

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

- a) The items and quantities, falling under the scope of the agency are as per enclosed BOQ/Abstract of Cost.
- b) Quantities allotted under the scope of the subcontract, are tentative and may vary. Some of the item(s) may not be operated/ deleted from the BOQ. No extra claim would be admissible against any reduction in the scope or deletion of work.
- c) The bidder has to arrange MOBILIZATION AND DEMOBILIZATION INCLUDING CLEANING OF WORK site after completion of work.
- d) For earth filling all earth/ soil should be supplied from outside site and all materials, tools & tackles will be supplied by successful bidder including all lead, lift, royalty and mechanical compaction.
- e) At present BBJ has no establishment at Prayagraj (Allahabad) site and the successful bidder has to execute the work with all supply (Steel, Cement, Stone Chips, Sand, Grout, Materials, etc.) including all Plants, Equipment, Tools & Tackles etc. in its scope except CGI sheet, its supporting structure, and bolts for concrete sleeper and "J" hooks if required for CGI sheet.

- f) Successful bidder has to arrange at his own cost all infrastructure facilities such as water/ electricity/ labour accommodation for execution of the subject work.

3.2 **BRIEF SCOPE:**

- a) Fixation of new/ old CGI sheet as per attached BOQ on roof truss, ridges and two sides of 03 nos. workshop (12x72m -02 nos. + 15x72m -01 no.) and other places as required with self-drilling screw & with supply of materials, fittings, fixtures, consumables, labour plant, machinery, tools tackles, supervision, staging etc. all complete as per drawing/ direction of BBJ. Plugging of holes in old CGI sheet and workshop sheeting should be leak proof. BBJ will supply CGI sheet free of cost at site and Agency will carry the same to the place of fixation and fix the same as detailed above.
- b) Fabrication of 5 panels of workshop (12x72m) of column, truss, bracing as per attached BOQ & drawing including consumables i.e. LPG, Oxygen, CO₂, tools, tackles manpower, supervision, etc. BBJ will provide steel, electric power in single point, grinding wheel, electrode, machine, crane as per availability.
- c) Erection of 5 panels of 12x72m workshop as per attached BOQ including column, truss, bracing as per attached drawing including manpower, tools, tackles, bolts and nuts, sling etc. BBJ will provide crane with driver as per availability at site.
- d) Fabrication of truss with HR NB (M) 50mm pipe for site office as per attached BOQ & drawings including LPG, CO₂, Oxygen gasses & machineries, consumables, manpower and fixing over RCC concrete as per attached drawing. BBJ will provide 50 NB pipe only, electric power in single point, grinding wheel, electrode, machine, crane as per availability.

4. **SITE MOBILIZATION:**

- a) The successful bidder has to start site mobilization within 07 (seven) days from the date of issue of LOA (Letter of Acceptance).
- b) The successful bidder has to start physical work within 15 (fifteen) days from the date of issue of LOA (Letter of Acceptance).
- c) The successful bidder has to show substantial progress within 30 (thirty) days from the date of issue of LOA (Letter of Acceptance) and as directed by the Site Engineer.
- d) In case the successful bidder fails to comply with the above milestones, the LOA (Letter of Acceptance) shall be withdrawn.

5. **DRAWING/ SPECIFICATION**

- a) The subject work has to be carried out as per BBJ's Drawings No. 2119/02/01, 2119/02/02 & 3135-ERC-SITE-SK-09 (attached with this tender document)/ relevant IS Codes/ specification/ direction of BBJ's Site In-charge, Prayagraj (Allahabad) (UP).
- b) BBJ reserves the right to alter/ modify the design/ drawing/ specification to suit their requirement.
- c) The materials as well as execution of the work shall be to the relevant Indian Standard specifications and Code of practice (Latest version of the specification/ codes to be used).

6. **COMPLETION PERIOD**

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

6.1 **EXTENSION OF COMPLETION PERIOD:**

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

7. RATE

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

Notes:

The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s), whatsoever thereof. A tenderer whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

8. TERMS OF PAYMENT:

- (a) The bidder shall prepare and submit R.A. Bills for work done in a particular month will be submitted monthly along other relevant documents to Site In-Charge/BBJ, Prayagraj (Allahabad) Site, U.P.
- (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) Measurement for payment will be as per actual work done and certified by BBJ/ Site In-Charge/BBJ, Prayagraj (Allahabad) Site, U.P.
- (d) **100%** (one hundred percent) payment shall be made against each RA Bill within 45 (forty five) days after submission of clear invoice duly certified by the Site In-Charge/BBJ, Prayagraj (Allahabad) Site, U.P. [except following para no. 7(e)]
- (e) Statutory Deductions towards taxes & duties shall be made at source as per rules.
- (f) Final Bill: The bidder shall submit final bill along with the copy of handing over certificate. Payment against final bill will be made to the bidder within 45 (forty five) days after submission of clear invoice duly certified by the Site In-Charge/BBJ, Prayagraj (Allahabad) Site, U.P. alongwith handing over taking over certificate.

9. PERFORMANCE BANK GUARANTEE (PBG)

- a) For due and faithful fulfillment of the contractual obligations, the successful bidder shall furnish a Performance Bank Guarantee (PBG) for an amount equivalent to **3% (three percent)** of the contract price/value of work order either by Bank Draft or in the form of Bank Guarantee. In the event, the Performance Bank Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within **25 (twenty-five) days** from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid, withdraw the LOA and forfeit the EMD if the PBG is not submitted within 25 days.
- b) In case the bidder fails to submit the PBG even within the period aforesaid the bid of the bidder shall be liable for rejection by the BBJ administration and the LOA shall stand withdrawn and EMD shall be forfeited.
- c) The PBG shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the bidder shall get the validity of PBG extended to cover such extended time for completion of work plus 60 days.
- d) In case the successful bidder fails to submit the requisite Performance Bank Guarantee (PBG) within the stipulated period of 25 days, as the case may be, from the date of issue of LOA, and his bid is consequentially cancelled and the LOA is withdrawn the

- defaulting bidder shall be debarred from participating in Re-Tender for that work and his EMD shall be forfeited.
- e) The formal Work Order shall be issued/ contract agreement shall be executed within a reasonable time only after receipt of PBG from successful bidder. Till such time the work order is issued/contract agreement is executed the bidder shall execute the work on the strength of LOA but no payment shall be made to the bidder without work order/ contract agreement. In the event the bid is cancelled and LOA is withdrawn due to non-submission of PBG, the bidder shall have no claim for the executed work if any as aforesaid.
 - f) The value of PBG originally submitted by the successful bidder need not be changed for a variation of contract price/ work order value up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases beyond 25% of the original value, an additional Performance Bank Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the successful bidder.
 - g) The Performance Bank Guarantee (PBG) shall be released after physical completion of the work i.e. after receipt of last consignment of girder components at site plus 60 days thereafter based on 'Completion Certificate' issued by the competent authority of BBJ stating that the 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' received from the successful bidder.
 - h) Whenever the contract is rescinded, cancelled or terminated by BBJ for any reason whatsoever, the EMD/Security Deposit shall be forfeited and the Performance Bank Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed bidder. The failed bidder shall be debarred from participating in the tender for executing the balance work. If the failed bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
 - i) BBJ shall make a claim under the Performance Bank Guarantee for which the BBJ is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:
 - (i) Failure by the successful bidder to extend the validity of the Performance Bank Guarantee as described herein above, in which event BBJ may claim the full amount of the Performance Bank Guarantee.
 - (ii) Failure by the successful bidder to pay BBJ any amount due, either as agreed by the bidder or determined under any of the Clauses/ Conditions of the Work Order/ Agreement, within 30 days of the service of notice to this effect by BBJ.
 - (iii) In the event of the Contract being rescinded due to nonperformance of contractual obligation by the successful bidder disobeying any of the clause/ condition of the Work Order/ Agreement, the Performance Bank Guarantee and EMD/ Security Deposit of the successful bidder shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

10. **SECURITY DEPOSIT (SD):**

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 shall be kept valid till completion of entire contract period plus 06 (six) months i.e. up to end of Defect Liability Period. Security Deposit shall be in the following manner;

The Earnest Money deposited by the bidder along with the tender will be retained by the BBJ as part of Security Deposit. The balance amount to make up with the total amount of Security

Deposit, may be deposited by the successful bidder in the form of Demand Draft/Pay Order or may be recovered by percentage deduction from the bidder's RA Bills.

Recovery of Security Deposit: The Security Deposit/ rate of recovery/ mode of recovery shall be as under:

- (i) Security Deposit for work should be 5% (five percent) of the Contract value.
- (ii) The rate of recovery should be at the rate of 10% (ten percent) of the gross bill amount till the full security deposit is recovered.
- (iii) Security deposits will be recovered only from the RA Bills of the bidder and no other mode of collecting SD such as SD in the form of instruments like BG etc., shall be accepted towards security Deposit.

Security Deposit shall be returned to the successful bidder after completion of entire contract period plus 06 (six) months i.e. after the end of Defect Liability Period and subsequent to the following:

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

11. QUANTITY VARIATION

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

12. MAINTENANCE/ DEFECT LIABILITY PERIOD:

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

13. SUBLETTING OF WORK

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

14. PENALTY FOR DELAY

If the successful bidder causes any delay in performance as per LOA/ Order by disobeying the stipulated time frame then BBJ shall have the right to charge penalty @ 0.5% (zero decimal five 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.

15. FIRM PRICE

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

16. TAXES AND DUTIES

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

16.1 Goods and Service Tax (GST)

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

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

At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.

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

16.2 New Levies / Taxes

In case Government imposes any new levy / tax after award 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 is applicable to this contract.

17. SUPERVISION & LABOUR:

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

18. LABOUR LAWS AND STATUTORY OBLIGATION:

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

19. 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.

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.

20. INDEMNITY

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

21. TERMINATION OF CONTRACT

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies for which the present successful bidder herein shall be liable to pay all the incidental & extra cost to BBJ. 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.

22. **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.

23. **ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Work order
- 2) Letter of Award (LOA)
- 3) Schedule of Items, Rates & Quantities
- 4) Special Conditions of the Contract (SCC)
- 5) Technical Specifications (TS)
- 6) Scope of Work (SOW)
- 7) Drawings
- 8) Notice Inviting Tender
- 9) Instructions to the Bidders (IB)
- 10) General Conditions of Contract

24. **IMPORTANT NOTES:**

(A) BBJ reserves the right to:

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

(A. Neogi)
DGM(P-V)

ABSTRACT OF COST

Sl. No.	Particulars	Qty.	Unit
1	Fixing of new/old CGI sheet and ridges on roof truss and two sides of 3 nos. Workshops (12X72m -2 nos. + 15X72 -1 no.) and other places as required with self-drilling screw with supply of all materials, fitting, fixtures, consumables, labour plant, machinery, tools tackles, supervision, staging etc. all complete as per drawing / direction of BBJ. Plugging of holes in old CGI sheets and workshop sheeting should be leak proof. (BBJ will supply CGI sheet free of cost at site and agency will carry the same to the place of fixing and fix the same as detailed above)	6000.00	Sqm.
2	Fabrication of 5 panel of workshop (12X72 m) of Column, truss, bracing as per attached drawing including consumable i.e. LPG, CO ₂ , Oxygen, tools, tackles, manpower, supervision etc. (BBJ will provide old and used fabricated steel, Electric power in single point, grinding wheel, Electrode, Machine, crane as per availability and agency will make a program in advance with BBJ's representative for using the crane so that other jobs are not affected)	35.00	MT
3	Erection of 5 panel of workshop (12X72m) including Column, truss, bracing as per attached drawing including manpower tools tackles, bolts and nuts, Sling etc. (BBJ will provide crane with driver as per availability at site and agency will make a program in advance with BBJ's representative for using the crane so that other jobs are not affected)	35.00	MT
4	Fabrication of truss with HR NB (M) 50 mm pipe for site office including LPG, CO ₂ , Oxygen gases and machineries, Consumables, manpower and fixing over RCC concrete as per attached drawing (BBJ will provide 50 NB Pipe only, Electric power in single point, grinding wheel, Electrode, Machine, Crane as per availability)	5.00	MT

(A.Neogi)
DGM(P-V)