

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड

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: bbj@india.com ; info@bbjconst.com

Website :- www.bbjconst.com

BBJ/M&P/PHOTOCOPY/GS&OE/2021

20th January,2021

Sealed tenders are invited from Kolkata based vendors in connection with providing photocopy and Allied Services on **Rate Contract Basis**.

The Scope of Work and other Terms & Conditions are detailed as hereunder :-

1. **Item required** :- As per enclosed "**BILL OF QUANTITY (BOQ-1)**"

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.

Reputed parties/vendors should submit the copy of the following documents with their offer, otherwise, their offer will not be considered against this NIT:-

- (a) **The Tender Documents to be signed with date and official stamp;**
 - (b) **Bidders should be Kolkata based party/vendor and have their own SHOP/OFFICE in Kolkata near our Registered Office,Kolkata-700 001. The distance between our Registered Office (27 R.N.Mukherjee Road,Kolkata-700 001) and Vendor's Kolkata Shop/Office will not be more than 02(two) kilometers;**
 - (c) **As a proof of experience of same type of work with Central Government/State Government/Reputed Public Sector Companies, bidder should submit the copies of their awarded contracts/orders during the financial years : 2017-2018, 2018-2019 and 2019-2020;**
 - (d) **Copy of GST Registration Certificate;**
 - (e) **Copy of acknowledgement of filling of GSTR 1 and GSTR 3B for the current financial year up to the month of tender(i.e. January,2021);**
 - (f) **Copy of PAN;**
 - (g) **EMD in form of Demand Draft/Pay Order in favour of 'THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.', payable at Kolkata.**
2. **Rate :-** Your quoted rate should be inclusive the cost of collection of documents from BBJ Registered Office,Kolkata-700 001 as and when required basis and also delivery up to BBJ Registered Office,Kolkata-1.GST(as applicable) will be extra.
 3. **Period of Rate Contract:-** Your quoted rates will be valid for 12(twelve) months from the date of issuance of LOI/Order. We, however, reserve the right to extend the contract by another 12 months as per same rate, terms &

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conditions. BBJ reserves the right to terminate the contract at any time without assigning any reason whatsoever by giving three weeks notice in advance.

4. **Validity of the Offer** : Your quoted rate should be valid and firm for a period of 03(three) months from the date of opening of your offer.
5. **Price Variation** :- No price variation of any kind will be allowed in this contract under any circumstances. Price shall remain firm for entire scope of work.
6. **Collection and Delivery Place** :- At The Braithwaite Burn and Jessop Construction Co.Ltd., (A Govt. of India Enterprise), 27 R.N.Mukherjee Road,Kolkata-700 001 as and when required basis.
7. **Delivery Period**: - Within 1 to 2 working days from the date of submission/collection of documents.
8. **Billing** :- Composite billing monthly basis on the backup on individual work done duly certified by the indenter.
9. **Payment** :- Within 45 days from the date of submission of clear bill.
10. **Earnest Money(EMD)** :- **Rs.5,000.00** (Rupees five thousand only) in the form of **Demand Draft/ Pay Order** 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 their UDYOG AADHAR MEMORANDUM(UAM) NUMBER ON CPPP.

The EMD amount of successful bidder will be converted into Security Deposit and the same amount will be released to the respective bidder within 30 days after completion of total supply/service/work without any interest subject to receipt of formal request from the awarded bidder.

The EMD lodged by the un-successful tender shall be refunded to the un-successful bidders immediately after finalization of the Tender.

The MSE bidders to note and ensure that the nature of services mentioned in the MSE Certificate matches with the nature of services of tendered work. In case the nature of services mentioned in the MSE Certificate do not match with nature of services of the tendered work, the offer will be treated as "Without EMD" and may be rejected.

11. **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 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.
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 LOI/LOA, otherwise LOI/LOA 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 LOI/LOA.
12. **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 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 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.

13. **Liquidated Damage** :- If 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/supply and to take any action against the successful Bidder (such as forfeiture of EMD/Security Deposit, encashment of Performance Guarantee, non payment/forfeiture of Bill(s) etc.) and the decision of BBJ in this respect shall be final.
14. **Termination of Contract**:- In the event, BBJ finds that the successful Tenderer's progress is consistently below the accepted pace based on the programme scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Tenderer 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 Tenderer, or, the entire balance work to be taken away from the successful Tenderer and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies for which the present successful tenderer 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 tenderer for any ground whatsoever.

All the statutory obligations including maintaining the RTO rule, rules of local Govt. bodies should be abide & complied by the successful Tenderer and any consequence comes out from the act or omission of the successful Tenderer which can result stoppage of work or the successful tenderer 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 Tenderer (such as forfeiture of EMD/Security Deposit, encashment of Performance Guarantee, non-payment/ forfeiture of Bill(s) etc. and the decision of BBJ in this respect shall be final.

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In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful tenderer 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.

15. **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.

16. **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.

17. **Last Date of Submission** :- Your sealed quotation must reach to our Registered Office(27 R. N. Mukherjee Road, Kolkata-700 001) **on or before 27th January, 2021 by 2.00 p.m.**

(Tapas Sen)
Supervisor(M&P)