

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@bbjconst.com
Website :- www.bbjconst.com

BBJ/M&P/D-1911/COTTON WASTE/2154/3135/2021

29th July,2021

Sealed tenders are invited from reputed suppliers/sellers in connection with supply of Good Quality Cotton Waste on Rate Contract Basis, required for fabrication of 24 x 76.2M Important Span over river Ganga at Allahabad between Jhusi and Daraganj Station of NER in the state of Uttar Pradesh, India.

The description of Cotton Waste and other terms & conditions are detailed hereunder :-

1. **Item required** :- As per enclosed "**BOQ-1**"

Notes :-

- o 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.

2. **The following documents to be submitted by the bidder with the offer :-**

- (a) Copy of GST Registration Certificate;
- (b) Copy of acknowledgement of filling of GSTR 1 and GSTR 3B for the current financial year up to the month of tender(i.e.July,2021);
- (c) Copy of PAN;
- (d) Tender Documents to be signed and sealed.

3. **Rate** :- Your quoted rate should be **inclusive delivery charges** up to BBJ Ganga Bridge Project, near Jhusi Railway Station, Dist:- Prayagraj, Uttar Pradesh, Pin-211019. **GST(as applicable) will be extra.**

4. **Validity of Offer** : Your offer should be valid and firm for a period of 03(three) months from the date of opening of your offer.

5. **Period of Rate Contract** :- For **12 months** effective from the date of order.

6. **Delivery Place** :- At The Braithwaite Burn and Jessop Construction Co.Ltd., (A Govt. of India Enterprise), Ganga Bridge Project, Katka Road (Old G.T.Road), near Jhusi Railway Station, PO:-Jhusi, Dist:- Prayagraj, Uttar Pradesh, Pin-211019.

7. **Delivery Period**: - Delivery to be made in **Phases** or **as and when required by site, but** delivery period will be valid for 12 months from the date of order.

8. **Payment** :- Within 45 days from the date of delivery and submission of bill with receipted challan.

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9. **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.

10. **Liquidated Damage** :- If the successful bidder fails to supply as per our order within stipulated period, 0.5% of order value will be deducted from your bill for per week of delay subject to maximum of 5% of order value.

11. **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

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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.

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.

12. **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.

13. **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.

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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.

14. **Last Date of Submission** :- Your sealed quotation must reach to our Registered Office(27 R. N. Mukherjee Road, Kolkata-700 001) **on or before 12th August,2021 by 3.00 p.m.**

(Tapas Sen)
Supervisor(M&P)

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BILL OF QUANTITY (BOQ - 1)

Sl.No.	Description	Unit	Qty.	Unit Rate (Rs.) (Rate to be mentioned in Figure & Words both)
1	Cotton Waste (Good Quality) Notes:- Rate should be inclusive of delivery charges up to Site.	Kg.	1000	
	GST (as Extra) [% of GST to be mentioned clearly.]			

(Tapas Sen)
Supervisor(M&P)