

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

NIT/BBJ/M&P/PHOTOCOPY/GS&OE/2023

7th June,2023

Sealed tenders are invited from Kolkata based vendors those have experience in arrangement of photocopy and Allied Services work.

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

1. **Scope of Work** : Arrangement of Photocopy and Allied Services as and when required and also on rate contract basis.
2. **Period of Rate Contract**:- Offered rates will be valid for 12(twelve) months from the date of issuance of LOA/Order, whichever is earlier. We, however, reserve the right to extend the contract period by another 12 months as per same rate, terms & conditions. BBJ reserves the right to terminate the contract at any time without assigning any reason whatsoever by giving three weeks notice in advance.
3. **Rate** :- The bidder must submit their offer strictly as per **Bill of Quantities(BOQ)** of this tender document.

The bidder must quote their rates as per BOQ which will 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.**

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

4. **The offer/bid should contain the following documents:-**
 - (i) *The Tender Documents to be sealed and signed by the bidder on each pages;*
 - (ii) *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.
The necessary documents related to proof of distance as stated above.*
 - (iii) *Copy of GST Registration Certificate;*
 - (iv) *Copy of PAN;*
 - (v) *EMD amounting to Rs.5,000.00(Rupees 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;*
5. **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.
6. **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.
7. **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.
8. **Delivery Period** : - Within 1 to 2 working days from the date of submission/collection of documents.

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9. **Billing :-** Composite billing monthly basis on the backup on individual work done duly certified by the indenter.
10. **Payment :-** Within 45 days from the date of submission of clear bill.
11. **EARNEST MONEY DEPOSIT:-** Deposit of EMD amounting to **Rs.5,000/-** (Rupees 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/ BBJ Website and submitted along with the bid.

12. **SECURITY DEPOSIT:** For successful bidder, Earnest Money Deposit(EMD) will be converted into Security Deposit and will be retained by BBJ till successful 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.

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.

13. **GOODS AND SERVICE TAX (GST) :**

- (a). The quoted price shall be **exclusive** of Goods and Service Tax (GST). The GST as legally leviable & payable by the successful bidder under the provisions of applicable law/ act shall be paid extra by BBJ as per successful bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services. HSN code must be provided by the bidder in BOQ.
- (b) The bidder shall get registered with the GST authorities and their registration certificate shall be submitted along the bid documents (techno commercial). Bid without GST number (in the name of the Bidder) shall be cancelled.
- (c) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the 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.
- (d) Bidder shall raise their tax invoice in regular interval as per order terms

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& conditions and uploaded their supply invoice in GSTN Portal through GSTR-1 return within 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.

14. **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.
15. **SUBLETTING OF WORK :** 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.
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. **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. Moreover, BBJ shall not be liable to pay any compensation

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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.

18. **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.
19. **IMPORTANT NOTES :-** BBJ reserves the right to:
 - 19.1 To cancel/discharge the tender at any point of time/at any stage.
 - 19.2 Increase/ decrease/ alter the quantity/ duration of contract period/delivery period/time of supply with corresponding change in the value of contract.
 - 19.3 May ask for further qualification during techno commercial scrutiny of bids received.
 - 19.4 BBJ shall not be liable for any expenses incurred by service/work/supply in preparation of bid irrespective of whether it is accepted or not.
 - 19.5 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.
 - 19.6 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/bid.
 - 19.7 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.
 - 19.8 The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
 - 19.9 Incomplete tenders, who are not accompanied with all the required documents and conditional tenders are liable for rejection without assigning any reason thereof.
 - 19.10 Tenders in which any of the particulars and prescribed information is missing or is incomplete in any respect and / or the prescribed conditions are not fulfilled shall be considered non-responsive and are liable to be rejected.
 - 19.11 The right to accept the tender will rest with the Company (i.e. The Braithwaite Burn and Jessop Construction Co. Ltd.). Further BBJ does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatever.

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20. **Last Date of Submission** :- Your sealed quotation with proper documents and EMD must reach to our Registered Office(27 R. N. Mukherjee Road, Kolkata-700 001) **on or before 14th June,2023 by 1.00 PM.**

तपस सेन/(Tapas Sen)

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