

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: info@bbjconst.com

Website:- www.bbjconst.com

NIT/BBJ/M&P/D-2893(2)/2154/3135/2020

Dated: 29.10.2020

Sealed Offers are invited for supply of Industrial Liquid Petroleum Gas manufactured by IOL, HPCL and BPCL. Valid authorized Dealer/Distributor of Industrial Liquid Petroleum Gas manufacturers i.e. IOL, HPCL and BPCL may submit their sealed offer also. The description of item and other terms and conditions are detailed hereunder :-

1. **Item required** :- As per enclosed "**Bill of Quantity**" (BOQ-1)

Notes :-

- **Following documents are to be submitted by each supplier/vendor with proper office seal and signature with their Bid positively.**
 - (a). Copy of up to date / valid Trade License from concerned Authorities;
 - (b). Copy of GST Registration Certificate;
 - (c). Copy of PAN Card;
 - (d). Copy of valid Dealership Certificate of IOL, HPCL and BPCL.
 - 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. **Rate** :-
The bidder must submit their offer **strictly as per Bill of Quantity(BOQ-1)** of this tender document. The bidder must quote their Basic Price/Unit Price which will be inclusive of delivery charges up to BBJ Ganga Bridge Project site, near Jhunsi Railway Station, Dist:-Prayagraj (U.P.) GST(as applicable) will be treated as extra. The price must be firm during the tenure of this supply/contract and no escalation of any account will be allowed.
- 3. **Validity of Offer** :
Your offer should be valid and firm for a period of 90 days from the date of opening of offer.
- 4. **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 Jhunsi Railway Station, PO:-Jhunsi, Dist:- Prayagraj, Pin:-211019(U.P.)

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5. **Delivery Period**: -
Within 12 months in phases or as per direction or requirement by our site.
6. **Payment** :-
Payment will be made within 45 days from the date of delivery and submission of bill with receipted challan.
7. **Earnest Money Deposit** :-
An amount of **Rs.5,000.00**(Rupees five thousand only) to be submitted with individual offer, as EMD amount in form of **Demand Draft/Pay Order** in favour of "The Braithwaite Burn And Jessop Construction Company Limited", 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/supply. In case the nature of services mentioned in the MSE Certificate do not match with nature of services/supply of the tendered work, the offer will be treated as "Without EMD" and may be rejected.
8. **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.
9. Any deviation of your Bid/Offer/Quotation will be treated as cancelled.
10. **Liquidated Damage** :-
If you fail to complete 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.

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11. **Termination of Contract:-**

If the supplier failure to complete the total work/supply/service as per requirement and within the stipulated completion period, BBJ reserves the right to cancel the order, either in part or full as the situation demands and get the work done by deploying other agency/agencies by issuing first seven days and then 48 hours notice. Additional cost if incurred shall be recovered from the supplier's bill.

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.

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.

13. **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 November, 2020 by 11.00am.**

(Tapas Sen)
Supervisor(M&P)

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BILL OF QUANTITY (BOQ-1)

NIT/BBJ/M&P/D-2893(2)/2154/3135/2020

Dated: 29.10.2020

Sl. No.	Description of item	Qty.	Rate Per Cylinder, should be mentioned in Figure and Words both. (Rs.)
(i)	Supply of Industrial Liquid Petroleum Gas.	19 Kg capacity Cylinder x 100 Nos. (1900 Kg.)	
	GST (as applicable)		As extra

Notes:-

- Percentage of GST to be mentioned properly.
- Your quoted rate should be inclusive of delivery charges up to BBJ Ganga Bridge Project Site, Katka Road (Old G.T. Road), Near Jhunsi Railway Station, PO- Jhunsi, Dist-Prayagraj, Pin-211019 (UP).
- HSN Code Number also to be mentioned in offer.

(Tapas Sen)
Supervisor (M&P)