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

## BBJ/M&P/D-1126/GAS/2151/2021

16<sup>th</sup> April,2021

Sealed Quotations are invited from reputed suppliers/sellers/distributors for supply Oxygen, Carbon Di Oxide and D.A. at BBJ Heavy Plant Yard, Kolkata, which are required for Karnataka Project Work, as per details hereunder:-

1. **Description of Gases (D.A., Oxygen & Carbon Di Oxide) :-** Mentioned in separate sheet marked as "ANNEXURE-A"

## Other Terms & Conditions :-

#### 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.
- Following documents are to be submitted by each bidder with their Bid positively.
  - (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.April,2021);
  - (c). Copy of PAN;
- 2. <u>Rate</u>:- The bidder must quote their Unit Price as per enclosed "ANNEXURE-A". GST (as applicable) will be treated as extra. The price must be firm during the tenure of this supply / contract & no escalation on any account will be allowed.
- 3. <u>Validity of Offer</u>: Your offer should be valid and firm for a period of 90 days from the date of opening of offer.
- 4. <u>Delivery Place</u>: At The BBJ Construction Co.Ltd., Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata-700 024
- 5. <u>Delivery Period</u>: Within 10(ten) workind days from the date of order or as per time to time requirement and intimation by HPY,Kolkata.
- 6. <u>Payment</u>: Within 45 days from the date of delivery and submission of bill with receipted challan.
- 7. 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.

8. Earnest Money(EMD): 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 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.

MSME/NSIC/SSI Units will be waived from submitting EMD subject to submission of Declaration of their UDYOG AADHAR MEMORANDUM(UAM) NUMBER ON CPPP.

#### **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 & Tender Fee submitted through NEFT/ RTGS, necessary documents need to be uploaded in CPP Portal and submitted along with the bid.

9. 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 LOA/Order whichever is earlier, otherwise LOA/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 LOI/LOA.

- 10. <u>Liquidated Damage</u>: 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.
- 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 statuary 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.

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. <u>Last Date of Submission</u>: Your sealed quotation must reach to our Registered Office (27 R.N.Mukherjee Road, Kolkata-700 001) on or before 30<sup>th</sup> April, 2021 by 12.30 P.M.

(Tapas Sen)
Supervisor(M&P)

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16<sup>th</sup> April,2021

## **ANNEXURE-A**

SI.No.	Item	Unit	Qnty.	Rate Per Unit (Rate to be mentioned in figure & words both) Rs.
A1	Cost of Oxygen (O2)	Cum.	1050	
A2	Cost of Carbon Di Oxide (CO2)	Kg.	600	
A3	Cost of D. A.	Cum.	350	

SI. No.	Description	Rate for Per Cylinder Per Day (Rate to be mentioned in figure & words both) Rs.
B.	Cylinder Rental Charges beyond 30 days from the date of supply.	

SI. No.	Description	Rate Per Van (5 Cylinder in each Van) (Rate to be mentioned in figure & words both) Rs.
C.	Transportation charges of Gas Cylinder up to BBJ HPY,Kolkata and back transportation charges of empty cylinder from BBJ HPY,Kolkata.	

GST(as applicable) is extra. Percentage of GST to be specified clearly.

(Tapas Sen) Supervisor(M&P)