

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: bbjproj@vsnl.net ; info@bbjconst.com

Website:- www.bbjconst.com

NOTICE INVITING e-TENDER

eNIT/BBJ/DGM(P-V)/AN/HP-CARTRIDGE & TONER/2019-20/60-2019

Dated: 16.12.2019

Offers under "Two Bid" system are invited **through ON LINE through e-Procurement system** from "HEWLETT-PACKARD INDIA SALES PVT. LTD." directly and also from their **Kolkata based Authorized Partner/Selling Agent/Dealer/Distributor of "HP India"** for supply of "HEWLETT-PACKARD INDIA SALES PVT. LTD." make **New & Original Printing Cartridges and Toners** at our Registered Office, Kolkata as and when required basis. The description of our required Cartridges and Toners of "HP" make and other terms and conditions are detailed hereunder:-

A.	SCOPE OF SUPPLY	Supply of "Hewlett-Packard India Sales Pvt. Ltd" make new and original Printing Cartridges and Toners for different model of Printers.	
B.	DESCRIPTION OF "HP" MAKE CARTRIDGES AND TONERS	As per attached Scope of Work/ BOQ	
C.	EARNEST MONEY DEPOSIT (EMD)	Rs.5,000.00 (Rupees Five Thousand only) in 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 OF CPPP.	
D.	MODE OF SUBMISSION	Online through e-Procurement System of CPPP.	
E.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	17.12.2019
		Document Download Start Date	17.12.2019 - 16:00 HRS
		Start Date of Uploading of Bid Document	24.12.2019 - 10:00 HRS
		End Date for Uploading of Bid Document	30.12.2019 - 15:00 HRS
		Date of opening of Technical Bid	31.12.2019 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(ए. नियोगी) / (A. Neogi)

DGM (P-V)

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INSTRUCTION TO TENDERERS

General Instruction / General Terms & Conditions:

1.0 The tender is comprising of two (2) Parts:

- (a) Part – I : Techno Commercial Bid
(b) Part – II : Price Bid

2.0 DIGITAL SIGNATURE CERTIFICATE (DSC):

Each Kolkata based Authorised Partner/Selling Agent/Dealer/Distributor of “HP India” is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information’s Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token.

3.0 SCOPE OF SERVICE/SUPPLY:-

Successful supplier/suppliers should supply “HP” make New and Original Printing Cartridges and Toners at our Registered Office (27, R.N. Mukherjee Road, Kolkata-700 001) in a sealed and Air tight packed conditions **within 1 to 2 working days** from the date of receiving of our order/requirement over phone or by order from time to time.

4.0 PERIOD OF RATE CONTRACT:

Rate Contract will be valid **for 12 months** from the date of placement of order. We, however, reserve the right to extend the contract by another period or periods as may be required or terminate the contract at any time without assigning any reason whatsoever by giving three weeks notice in advance.

5.0 VALIDITY OF THE OFFER:

The offer should remain valid for minimum period of 90 days from the date of opening of tender.

6.0 MODE OF SUBMISSION OF BID:-

BIDs to be submitted through online through e-Procurement System of CPPP at <https://eprocure.gov.in/eprocure/app>. A Hard Copy of EMD shall have to be submitted to this office. Bids will be in two separate part. 1st Part will be treated as Techno **Commercial Bid** and 2nd Part will be treated as **Price Bid**.

The offer/bid should comprise of:

- (i) Part-I : Techno-commercial Bid & EMD
(ii) Part-II : Price Bid

Incomplete tenders submitted with qualified conditions(s) at variance with Instruction to bidders/ General Terms & Conditions are liable to be rejected summarily.

7.0 OPENING OF THE TENDER:

Techno-Commercial Bids (i.e. Part-I) **shall be opened on XX.12.2019 at 03.00 P.M.** Only the techno-commercially acceptable bidders will get the intimation of

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opening of the price bid. Price Bid (Part-II) shall be opened at a different date for which separate intimation will be sent electronically via CPPP.

8.0 Techno Commercial Bid (Part-I) will contain the following documents:

- a) **Earnest Money Deposit (EMD) of Rs.5,000.00** (Rupees Five Thousand only) is required to be submitted in form of Demand Draft / Pay Order drawn 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 OF CPPP.
THE EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO SECURITY DEPOSIT AND THE SAME AMOUNT WILL BE RELEASED TO SUCCESSFUL 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 Earnest Money lodged by the un-successful tenderer shall be refunded to the unsuccessful Bidders immediately after finalization of the Tender.
The MSME / NSIC / SSI bidders to note and ensure that the nature of services mentioned in the MSME/NSIC Certificate matches with the nature of services of tendered work. In case the nature of services mentioned in the MSME/NSIC Certificate do not match with nature of services of the tendered work, the offer will be treated as "Without EMD" and may be rejected.
The documents of the followings are to be uploaded with proper official seal and signature :-
- b) Bidders should have minimum 03(three) years of experience on this type of business. As a proof of experience, Bidders should submit copies of Contracts / Orders/ Successfully Supply Certificate from Govt. Departments/PSUs/Reputed Private Establishments for the last 3(three) financial years i.e. 2016-2017, 2017-2018 & 2018-31.03.2019;
- c) Copy of Income Tax Return Acknowledgement for the following Assessment Year :-
2016-2017, 2017-2018 & 2018-2019
- e) Copy of up to date renewed Trade License from concerned Authorities ;
- f) Copy of GST Registration Certificate ;
- g) Copy of valid Certificate issued by "Hewlett-Packard India Sales Pvt. Ltd" related to valid authorized partner/selling agent/dealer/distributor in the business of supply of "HP" make New Printing Cartridges and Toners;
- h) The Authorised Partner/Selling Agent/Dealer/Distributor of "HP" India should have the Office at Kolkata and they should submit their documentary evidences related to their Kolkata Office Address positively;
- i) Copy of PAN;
- j) The General terms & conditions of the Tender along with Instruction to the bidders duly signed by the tenderer in each page as a token of

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unconditional acceptance of all notes and terms & conditions of the Tender are to be returned with the Techno-commercial bid.

9.0 Rates are to be quoted as per enclosed Price Schedule Format/BOQ.

PRICE BID (PART – II)

1. Price Bid should be submitted only in the Excel Sheet.
2. This part must be free from any condition.

10.0 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 reject any and/or all Tender/s without assigning any reasons for the same. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

11.0 OTHER TERMS AND CONDITIONS:-

- i) The bidder have to mention a percentage(%) of discount for non-listed printing cartridges and toners, as per BOQ, which may required for the printers, when we may procure in future, within the contract period.
- ii) Quoted rates of printing cartridges and toners as per our BOQ will be treated as inclusive of delivery charges up to our Registered Office, 27 R.N. Mukherjee Road, Kolkata-700 001. GST (as applicable) will be treated as extra. The bidders have also to mention the percentage (%) of GST.
- iii) The bidders/suppliers must submit their offer strictly as per Bill of Quantity(BOQ).
- iv) Quoted price of the bidders/suppliers must be firm during the tenure of this supply/contract and no escalation of any account will be allowed.

12.0 **DELIVERY PLACE:** - At The Braithwaite Burn and Jessop Construction Company Limited (A Govt. of India Enterprise), 27 R.N. Mukherjee Road, Kolkata-700 001, West Bengal.

13.0 **PAYMENT TERMS:** - Within 30 days from the date of delivery and submission of bill with receipted challan.

14.0 **GUARANTEE :-** Defective printing cartridges and toners of "HP" make which will be supplied by awarded supplier to be replaced with new one within 10 working days without any extra cost. If the awarded supplier is unable to replace the above make defective printing cartridges and toners within 10 working day, BBJ will deduct the cost of said defective cartridges and toners from their forthcoming bill.

The new printing cartridges and toners should be original products of the original Manufacturer i.e. Hewlett-Packard India Sales Pvt. Ltd.

15.0 **LIQUIDATED DAMAGE :-** If you fail to supply as per our schedule date, 0.5% of order value / individual item value will be deducted from your bill for per week od dealy subject to maximum of 5% of order value/each item value.

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- 16.0 TERMINATION OF CONTRACT :-** If the supplier is failed to complete the supply as per our requirement and within stipulated delivery period, BBJ reserves the right to cancel the order, wither in part of full as the situation demands and get the supply by deploying other supplier by issuing first seven days and then 48 hours notice. Additional cost if incurred shall be recovered from the supplier's bill.
- 17.0 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.
- 18.0 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.

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