

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

BBJ/M&P/D-1137/LUBRICANT-INDIAN OIL/EPE/2022

18th July,2022

Offers are invited from Indian Oil Corporation or their Authorized Dealers/Distributors for supply of "INDIAN OIL" make different type of **Lubricant Oil** at The Braithwaite Burn and Jessop Construction Co.Ltd., Heavy Plant Yard, P-82 TarAtala Road, Garden Reach, Kolkata-700 024. The description of "Indian Oil" make different type of Lubricant Oil with other Terms and Conditions are detailed hereunder :-

A.	SCOPE OF WORK/ SUPPLY	Supply of "Indian Oil" make different type of Lubricant as per details given in "Scope of Work" / "BOQ-A".
B.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
C.	EARNEST MONEY DEPOSIT	NIL
D.	DELIVERY PERIOD	Within 15 days from the date of order.
E.	DELIVERY PLACE	At The Braithwaite Burn and Jessop Construction Co. Ltd.(A Govt. of India Enterprise), Heavy Plant Yard, P-82 Taratala Road,Garden Reach,Kolkata-700 024.
F.	RATE PER UNIT	Unit rate should be inclusive of delivery charges up to delivery place. GST(as applicable) will be extra.
G.	PAYMENT	Within 45 days from the date of delivery and submission bill with receipted challan duly certified by site.
H.	BID SUBMISSION END DATE & TIME	1 ST AUGUST,2022 (2.00PM)
I.	BID OPENING DATE & TIME	1 ST AUGUST,2022 (3.00 PM)

(Tapas Sen)
Supervisor(M&P)

INSTRUCTION TO TENDERERS

1.0 MODE OF SUBMISSION OF BID:-

- (a). Bids to be submitted in sealed/closed envelope mentioning with Tender No and date at The Braithwaite burn and Jessop Construction Co.Ltd. 27, R.N.Mukherjee Road,Kolkata-700 001 on or before 1st August,2022 by 2.00 PM.
- (b). All pages of BBJ Tender Document to be sealed & signed by the bidders.
- (c). The rates in appropriate space in the BOQ-A should be properly filled in.
- (d). Incomplete tenders submitted with qualified conditions(s) at variance with Instruction to Tenderers/ General Terms & Conditions are liable to be rejected summarily.
- (e). Any deviation of your Bid/Offer/Quotation will be treated as cancelled.

2.0 The following Documents are to submitted by the bidder at the time of submission of their bid :-

- (i) Copy of valid/renewed Dealership Certificate issued by "Indian Oil Corporation";
- (ii) Copy of PAN CARD;
- (iii) Copy of GST Registration Certificate;

3.0 Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.

4.0 VALIDITY OF TENDER: – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.

SPECIAL CONDITION OF CONTRACT

1.0 DEFINITIONS AND INTERPRETATION:

In this Tender Document, as hereinafter defined, the following words and expressions shall have the meaning as under:

- a) "BBJ" shall mean THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED having its Registered Office at 27, R. N. Mukherjee Road, Kolkata- 700 001.
- b) "TENDER" shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Dealer/Agency in response to BBJ's Notice of Invitation to this Tender Document.
- c) "ORDER" shall mean a written Work/ Purchase Order issued by BBJ.
- d) "Tenderer/ Bidder" shall mean the firm or Company (hereinafter called Tenderer/ Bidder) who duly submits the tender after accepting all the terms & conditions of the tender document.
- e) "Successful Bidder" shall mean whose tender has been accepted by BBJ.

2.0 Scope of work/supply :-

Supply of "Indian Oil" make different type of Lubricants as detailed hereunder :-

- (a).Hydraulic Oil (Servo System 68) =02 Barrel(210 Ltr per Barrel) = 420 Ltrs.
- (b).Engine Oil(Servo Sup MG 20W40) =02 Barrel(210 Ltr per Barrel)= 420 Ltrs.
- (c).Transmission Gear Oil(Servo Gear HP 90)=02 Barrel(210 Ltr per barrel) = 420 Ltrs.

Notes :- No other make except "Indian Oil Corporation" will be acceptable.

3.0 Rate :-

The bidder must submit their offer **strictly as per Bill of Quantity(BOQ-A)** of this tender document.

The bidder must quote their Basic Price/Unit Price which will be **inclusive** of delivery charges up to site (at The Braithwaite Burn And Jessop Construction Co.Ltd., (A Govt. of India Enterprise), Heavy Plant Yard, P-82 Taratala Road, Garden Reach,Kolkata-700 024). GST(as applicable) will be extra.

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

4.0 Delivery Place :- At The Braithwaite Burn And Jessop Construction Co.Ltd., (A Govt. of India Enterprise), Heavy Plant Yard, P-82 Taratala Road, Garden Reach,Kolkata-700 024.

5.0 Delivery Period: - Delivery to be made **within 15 days** from the date of order.

Notes :-

- (a). BBJ has reserve the right to curtail the item/quantity/delivery time/contract period and to terminate the contract/delivery at any time without assigning any reason whatsoever by giving three weeks notice in advance.

6.0 Payment :-

Payment will be made within **45 days** from the date of delivery and submission of bill with receipted challan duly certified by site.

7.0 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.

8.0 LIQUIDATED DAMAGES:

If the successful bidder causes any delay in supply as per LOA/ Order whichever is earlier by disobeying the stipulated time frame then BBJ shall have the right to charge penalty @ 0.50% (zero decimal five zero percent) of the order value per week or part thereof, subject to a maximum of 5% (five percent) of Order value and the decision of BBJ in this respect shall be final.

9.0 SUBLETTING OF WORK/SUPPLY:

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.

10.0 TERMINATION OF THE 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 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.

11.0 JURISDICTION OF COURT:-

The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between agencies/parties.

12.0 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.

(Tapas Sen)
Supervisor(M&P)

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BILL OF QUANTITY (BOQ-A)

BBJ/M&P/D-1137/LUBRICANT-INDIAN OIL/EPE/2022 dt. 18.07.2022

Sl.No.	Item Description (Indian Oil make Lubricants as under)	Quantity	Units	Rate per Unit (Rs.)
1	Hydraulic Oil (Servo System 68) Mfg. By :- Indian Oil Corporation	420 (210 Ltr. Per Barrel x 2 Barrel)	Ltr.	
2	Engine Oil , Servo Pride 20W40 (Servo Sup MG 20W40) Mfg. By :- Indian Oil Corporation	420 (210 Ltr. Per Barrel x 2 Barrel)	Ltr.	
3	Transmission Gear Oil (Servo Gear HP 90) Mfg. By :- Indian Oil Corporation	420 (210 Ltr. Per Barrel x 2 Barrel)	Ltr.	
	GST (as applicable) will be extra			% of GST to be mentioned clearly.

Notes :-

1. Rates per Unit to be mentioned in figure and words both.
2. Rate should be inclusive of delivery charges up to BBJ Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata-700 024. GST(as applicable) will be extra.
3. HSN Code of the above items also to be mentioned clearly.

(Tapas Sen)
Supervisor(M&P)