

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

BBJ/M&P/D-2141/SPARES-TATA 955A LC/2154/3135/2023

5th May,2023

Sealed tenders are invited in connection with supply of Spares required for "TATA" make 955A LC Crane, presently located at BBJ Ganga Bridge Project, Jhansi,Allahabad. The description of spares and other terms & conditions are detailed as hereunder :-

1. **Item required** :- As per enclosed **BOQ-1**
2. **The bidder should submit the following documents with their bid :-**
 - (a) Tender Documents to be digitally Signed / Sealed and Signed copy of Tender Documents;
 - (b) Copy of GST Registration Certificate;
 - (c) Copy of PAN;
3. **Rate** :- Your quoted rate should be inclusive of delivery charges up to our Ganga Bridge Project Site, near Jhusi Railway Station,Dist-Prayagraj,Uttarpradesh. GST(as applicable) will be extra.
4. **Validity of Rate** : Your quoted rate should be valid and firm for a period of 03(three) months from the date of opening of your offer.
5. **Delivery at** :- The Braithwaite Burn and Jessop Construction Co.Ltd., Ganga Bridge Project, Katka Road(Old G.T.Road), Near Jhansi Railway Station,PO:- Jhansi, Dist:- Prayagraj, Pin:- 211019 (UP).
6. **Delivery Period**: - Within 3 to 4 weeks from the date of order.
7. **Payment** :- Within 45 days from the date of delivery and submission of clear bill with receipted challan.
8. **Guarantee** :- If the supplied item/quantity is found defective, the defective items/quantities are to be replaced by the supplier at their risk and cost.
9. **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.

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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.

10. **LIQUIDATED DAMAGE:**

If the successful bidder causes any delay in performance as per LOA/ Order 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.

11. **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.

12. **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 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.

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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.

13. **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.

14. **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.

15. **IMPORTANT NOTES :**

BBJ reserves the right to:

- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- (ii) Increase/ decrease/ alter the quantity /job description/ scope of work with corresponding change in the value of contract.

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- (iii) Postpone or extend the above-mentioned date, split and distribute the work/supply among more than one bidder without assigning any reason what so ever.
- (iv) May ask for further qualification during techno commercial scrutiny of bids received.
- (v) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- (vi) BBJ shall not be liable for any expenses incurred by bidder for delivery of materials or during preparation of bid irrespective of whether it is accepted or not.
- (vii) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- (viii) If the bidder 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.

16. **BID SUBMISSION DATE & TIME:**

Sealed Bids are to be submitted within **15:00 Hrs. on or before 12th May 2023**.
The same shall be opened on 16:00 Hrs. on 12th May 2023.

(Tapas Sen)
Assistant Officer(M&P)

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BILL OF QUANTITIES (BOQ-1)

Sl.No.	Item	Unit	Qty.	Rate Per Unit (Rate to be mentioned in figure & words both) Rs.
A	Spares for "TATA" make 955A LC Crane (Machine No. 38)			
(i)	Sun Gear Make: EN-24 Hardness Part No. 1P1192C1	Pc.	01	
(ii)	Pinion (Boom Hoist Plan) Make: EN-24 Hardness Part No. 1T506F1	Pc.	02	
(iii)	Bushing (Part No. 5T891)	Pc.	02	
(iv)	PIN (Boom Hoist Spider) Part No. 19T2305F1	Pc.	02	
	GST(As applicable)			Extra.

Notes :-

- GST(as applicable) is extra. Percentage of GST to be specified clearly.
- HSN Code if any, to be specified.

(Tapas Sen)
Assistant Officer(M&P)