

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/GANGA BR. PROJECT-ALLAHABAD/2020

Dated: 05.10.2020

Sealed Offer are invited from reputed branded Tent Manufacturers and also from reputed branded Tent Sellers in connection with supply of "DOUBLE FLY TENT WITH NECESSARY ACCESSORIES" at The Braithwaite Burn And Jessop Construction Co. Ltd., Heavy Plant Yard, Kolkata. 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 Income Tax Return Filed for the financial year 2017-2018, 2018-2019 & 2019-2020;
- (e). Proof of supply of the item as mentioned above to any organization such as in Central Govt./State Government/Reputed Public Sector Companies for last 3(three) financial years ending 31st March,2020.
 - o 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 Heavy Plant Yard, Kolkata-700 024. 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), Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata-700 024.

5. **Delivery Period:** -
Within 30 days from the date LOI/Order whichever is earlier along with Manufacturer's Test Certificate and also Guarantee Certificate of respective item.
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 successful 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.

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 the event of any questions arising out of the Contract or ancillary/ incidental as to the terms and conditions of it or relate to any matter for execution and/or performance of the contract, the same shall in-so-facto be referred to the appropriate Authority and the interpretation made by the said authority shall be final and binding upon the parties.
Notwithstanding the above, should there be any, disputes or differences by and between the parties arising out of anything under the contract, the same shall within 30 days of its occurrence first be referred to the said authority for conciliation and/or determination by the said authority. If the findings of the said authority should be acceptable by parties to the contract as communicated in writing within the next following 30 days of making reference to it. Nevertheless, the parties at their sole option shall within the next following 30 days choose to refer or cause the matter to be referred to the Arbitrator of Person in writing, whereupon the appropriate Authority shall within two weeks hence take steps for appointment of Arbitrator of Person from amongst the officers whether or not connected in the matter and the same shall be communicated in writing to the parties making reference within the next following two weeks and the same shall be final and binding upon the parties. The Arbitrator shall enter into the reference by appropriate notice of communication to be served or cause the said notice to be served upon the parties summoning the respective parties to attend the proceedings at the date time and venue. The proceedings of Arbitration shall be at per with the Arbitration and Conciliation Act 1996 as amended up to date. Jurisdiction of the matter shall be within the appropriate Courts of Kolkata. Acceptance of Order/ LOI of the concerned agency shall be deemed to be the Free Consent given by party under the law towards execution of these covenants of contract under the Contract of Arbitration.
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 19th October,2020 by 11.00am.**

(Tapas Sen)
Supervisor(M&P)

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BILL OF QUANTITY (BOQ-1)

NIT/BBJ/M&P/GANGA BR. PROJECT –ALLAHABAD/2020

Dated: 05.10.2020

Sl. No.	Description of item	Qty.	Rate Per Pc. should be mentioned in Figure and Words both. (Rs.)
A.	DOUBLE FLY TENT with accessories as per following specifications :- Made of Single Fold, Water Proof Cloth with over lapping pardah having laceing arrangement complete with bamboo ridge and pole wooden pegs, hammer, iron pin and packed in HDPE Bag.		
(i)	Size :- 20 Ft x 20 Ft x 07 Ft Height x 02 Ft Wall.	05 (Five) Nos.	
	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 Heavy Plant Yard,P-82 Taratala Road,Garden Reach,Kolkata-700 024.
- No other charges except GST will be acceptable.

(Tapas Sen)
Supervisor(M&P)