

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED

(A Government of India Enterprise)

27, RAJENDRANATH MUKHERJEE ROAD KOLKATA - 700 001 (WEST BENGAL)

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| ATC NO. | eNIT/DGM(P-V)/PAINT/D-2271/2150/3131/G-70-2022 | DATE | 30-Sep-2022 |
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NOTICE INVITING e-TENDER

e-Tenders under a **two-part bidding system** (i.e. Techno-Commercial & Price Bid) are invited from reputed Paint Manufacturers/ Authorised Dealer who are technically & financially capable for supplying of Paints as per "**Scope of work**" / "**BOQ**" and who will fulfil the Qualifying Requirements (QR) given under are eligible to quote against the above NIT:

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| 01. | NAME OF THE WORK | SUPPLY OF DIFFERENT TYPES OF PAINTS - ZINC CHROME PRIMER (IS-104) AND ALUMINIUM PAINT (IS:2339) FOR MIZORAM BRIDGE PROJECT. OFFERS ARE TO BE RECEIVED ONLY FROM THE FOLLOWING MAKE MANUFACTURERS OR THEIR AUTHORISED DEALERS: (A) BRITISH/ BERGER PAINTS (B) SHALIMAR PAINTS (C) KANSAI NEROLAC PAINTS LIMITED |
| 02. | QUANTITY | AS PER THE BILL OF QUANTITY (BOQ) |
| 03. | COST OF TENDER DOCUMENT (NON-REFUNDABLE) | NIL |
| 04. | EARNEST MONEY DEPOSIT (EMD) | RS.25,000/- (RUPEES TWENTY-FIVE THOUSAND ONLY) IN THE FORM OF DEMAND DRAFT/PAY ORDER/ NEFT/ RTGS 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) ON CPPP. |
| 05. | MODE OF SUBMISSION | Online through Government e-Marketplace system https://gem.gov.in . Tender Fee, EMD and Other documents as uploaded are to be submitted at BBJ'S Head Office at 27, R. N. Mukherjee Road, Kolkata - 700001, West Bengal, before the opening of the technical e-bids. |

(A Neogi)
DGM(P-V)

INSTRUCTION TO TENDERER

1.0 **REGISTRATION OF CONTRACTOR**

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, by logging on to <https://gem.gov.in>

2.0 **DIGITAL SIGNATURE CERTIFICATE (DSC)**

Each bidder 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 Centre (NIC) on payment of the requisite amount details are available at the Web Site stated in Guideline to bidder DSC is given as a USB e-Token.

3.0 **SUBMISSION OF BID:**

Bids are to be submitted online through the e-Bidding system of GeM Portal (<https://gem.gov.in>). **Hardcopy of the uploaded/ submitted bid (technical part) shall have to be submitted to this office physically along with the EMD& Tender Fee.**

Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the **BOQ** should be properly filled in. Tenders are to be submitted in **two parts**:

a) **TECHNO-COMMERCIAL PART:** The Techno-Commercial part will consist of -

i) **PRE-QUALIFICATION CRITERIA OF THE BIDDER**

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of the Technical Bid. Any bidder not qualifying PQC criteria will be rejected, and the price bid will not be opened.

The Techno Commercial Part should contain the following documents, which are to be submitted/ uploaded with the offer:

- (a) Earnest Money Deposit (EMD) of **₹25,000/-** (Rupees twenty-five thousand only) in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In the case of a successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the entire order without any interest. Scanned copy to be uploaded in portal and instrument to be submitted physically along with other documents.

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 – 700001 (W.B.)

Bank Account No.: 11175160292

Bank Account Type: Current

IFS Code: SBIN0001401

Note: In the case of EMD& Tender Fee submitted through NEFT/ RTGS, necessary documents need to be uploaded to the Portal and submitted along with the bid.

- (b) GST Registration Certificate
- (c) Copy of PAN CARD
- (d) Documents as per eligibility criteria.
- (e) Copy of Authorized Dealer Certificate.
- (f) Shelf life.
- (g) Covering area with DFT.
- (h) Signed copy of tender/ATC documents

- (i) Manufacturer/OEM and/or the Authorized Dealer of "BRITISH/ BERGER PAINTS", "SHALIMAR PAINTS" & "KANSAI NEROLAC PAINTS LIMITED" will be eligible to participate in the Bid.
- (j) Copy of valid Dealership Certificate issued by "BRITISH/ BERGER PAINTS" "SHALIMAR PAINTS" & "KANSAI NEROLAC PAINTS LIMITED" (applicable only for valid Authorized Dealer of "BRITISH/ BERGER PAINTS", "SHALIMAR PAINTS" & "KANSAI NEROLAC PAINTS LIMITED").
- ii) **PRICE-PART -**
Properly filled up BILL OF QUANTITY duly digitally signed to be uploaded in the financial part. **Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified & acceptable to BBJ.**
- HSN/SAC code must be provided against each BOQ item.**
- 5.0 **Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.**
- 6.0 **BBJ administration reserves the right to accept or reject any or all of the tenders and split the scope of supply into more than one agency(ies) without assigning any reason whatsoever. No claim will be entertained on account of this. However, in the case of splitting, the L1 bidder will get 60% (sixty per cent) or more of the total quantity, depending upon the requirement of BBJ.**
- 7.0 **SPLITTING OF SCOPE OF SUPPLY**
BBJ reserve the absolute right to split the Scope of Supply in respect of Size & Quantity among the Techno-commercially qualified bidders as per BBJ's requirement and decision. However, in such a case, the ratio will be 60%:40% between L1:L2 bidders, if the L2 bidder matches the rate, terms, and conditions of the L1 bidder. If it is divided between three parties, the ratio will be 50%:30%:20% between L1:L2:L3 bidders, if L2 & L3 bidders match the rate, terms, and conditions of the L1 bidder.
- However, any party will not have any claim towards reduction of such quantity from their scope of supply and such splitting of Scope of Supply will be done at negotiated Lowest accepted rate only. Order quantity will be reviewed periodically by BBJ and considering the status of production and supply of Bolts, quantities may be revised/ reduce as per BBJ's requirement to suit the project work. BBJ's decision, in this regard, will be final and binding on the supplier(s) and no claim will be entertained on this account.
- 8.0 **VALIDITY OF TENDER: 90 (ninety) days** from the date of opening of tender or for a further period if mutually accepted in writing.
- 9.0 **Important Notes:**
BBJ reserves the right to:
- Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
 - Postpone or extend the above-mentioned date, split and distribute the work among more than one contractor without assigning any reason whatsoever.
 - May ask for further qualification during techno commercial scrutiny of bids received.
 - BBJ shall not be responsible for any delay, loss or damage to the bids sent by post.
 - BBJ shall not be liable for any expenses incurred by the bidder in preparation of the bid irrespective of whether it is accepted or not.
 - 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.
 - If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such application.

SPECIAL CONDITION OF CONTRACT**1. 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/ Transporter/ 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/SUPPLIER"** shall mean the person, firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.
- (e) **"SUCCESSFUL BIDDER/SUPPLIER"** whose tender has been finally accepted by BBJ.

2. ELIGIBILITY CRITERIA:

- (a) Manufacturer/OEM and/or the Authorized Dealer of "BRITISH/ BERGER PAINTS", "SHALIMAR PAINTS" & "KANSAI NEROLAC PAINTS LIMITED" will be eligible to participate in the Bid.
- (b) Copy of valid Dealership Certificate issued by "BRITISH/ BERGER PAINTS" "SHALIMAR PAINTS" & "KANSAI NEROLAC PAINTS LIMITED" (applicable only for valid Authorized Dealer of "BRITISH/ BERGER PAINTS", "SHALIMAR PAINTS" & "KANSAI NEROLAC PAINTS LIMITED").
- (c) The Bidder should sign and stamp on each page of the bid document. Overwriting is not allowed.
- (d) Any information furnished by the bidder subsequently found to be incorrect would render the bidder in-eligible for the present bid and will be debarred from bidding or taking up any work with BBJ in future.

3. EARNEST MONEY DEPOSIT:

Deposit of Earnest Money amounting to **₹25,000/-** (Rupees twenty-five only) may be made in the form of NEFT/ RTGS/ Demand Draft/ Pay Order 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 the validity period of their offer or fails to undertake the work after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected. EMD will be converted to Security Deposit and will be kept till the completion of the entire Order by the successful bidder. For unsuccessful bidders, EMD shall be refunded immediately after the finalization of the tender. EMD shall be interest-free.

4. SCOPE OF WORK:

Detailed as per BOQ

5. COMPLETION PERIOD

Entire quantity to be supplied within **02 (four) months** from the date of Contract/ LOA/ Order, whichever is earlier.

Paints should not be more than one month older from the date of manufacturing.

6. EXTENSION OF COMPLETION PERIOD:

If there is a delay for reasons not attributable to the successful bidder, BBJ, upon receipt of a written request from the successful bidder may extend the Milestone/ Completion time as suitable and fit reasonable to BBJ. No extra claim (including escalation) of the bidder will be entertained in such cases of time extension being granted.

7. DELIVERY LOCATION

Total quantity to be delivered in the following locations.

The Braithwaite Burn And Jessop Construction Co. Ltd.
(A Govt. of India Enterprise),
Bairabi Stack Yard,
Near Bairabi Railway Station,
Bairabi, Dist: Kolasib,
Mizoram-796081

8. VARIATION IN QUANTITIES:

Variation will be within $\pm 50\%$ of the ordered quantity.

9. QUALITY:

The following is to be mentioned for each type of Paint:

- a) Shelf life.
- b) Covering area with DFT.

10. The manufacturing date of the paints should not be more than 01 (one) month old at the time of delivery.

11. INSPECTION & TESTING:

Manufacturer's Test Certificate & by BBJ/ Railway/ Railway's Approved Agency.

The following aspects may be noted in this regard:

- a) In addition to the above, random samples of the Paints shall be collected by BBJ/ Railway/ Railway's Approved Agency for Third-Party Testing by NABL accredited Laboratory at any stage to confirm the fulfilment of the acceptance criteria.
- b) In case of rejection of Paints at any stage by any of the above inspection agencies, the defective lot/lots of Paints must be replaced by the supplier/successful bidder with a fresh lot for further inspection and testing by the inspection agency nominated by BBJ within a reasonable time without any extra cost to BBJ. Inspection and test report clearing this replacement lot with acceptable test results as per relevant IS codes and confirming all the requirements must be submitted before dispatch. An inspection certificate shall not absolve the supplier/successful bidder from replenishing defective Paints at any stage.
- c) Inspection Charges will be reimbursed by BBJ at actual on submission of all the relevant documentary evidence along with the bill against delivery, subject to acceptance of the lot by the inspection agency.

12. PAYMENT TERMS:

100% payment shall be released within 45 (forty-five) days after receipt of a clear bill/ invoice from the successful bidder and certification thereof by the concerned official.

13. RATE

The bidder must submit their offer strictly as per the Bill of Quantities. **The bidder must quote the Basic Rate including all other taxes & duties (including GST) and delivery charges at the site for the items mentioned in BOQ.** The price must be firm during the tenure of this contract and no escalation on any account will be allowed.

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.

14. SECURITY DEPOSIT:

The Earnest Money deposited by the successful bidder along with the tender will be retained by the BBJ as Security Deposit. MSME/ NSIC/ SSI units, who are exempted from submitting EMD, shall have to submit a Security Deposit of the amount equivalent to EMD in the form of Demand Draft/Pay Order/ NEFT/ RTGS/ within 15 (fifteen) days from the date of receipt of LOA/ Order, otherwise, LOA/ Order will be cancelled and withdrawn. The bidder will be debarred from participating in a future bid for a period of 01(one)year from the date of LOA/ Order. Security Deposit shall be released after completion of the entire Order.

15. LIQUIDATED DAMAGE:

If the successful bidder fails to supply the quantity within the stipulated delivery period, as mentioned in the order, 0.5% (zero point five per cent) of the order value will be deducted from the bill/invoice for per week of delay or part thereof, subject to a maximum of 5% (five per cent) of the total order value.

16. TAXES & DUTIES:

The successful bidder shall be exclusively responsible for payment of all Taxes, Royalties etc. (including Goods and Service Tax) that may be levied from time to time according to the Laws & regulations now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by BBJ for any duties/taxes to be imposed on procurement of any materials/obtaining of any services for execution of this contract.

17. GOODS AND SERVICE TAX (GST):

- a) The quoted price shall be **inclusive of Goods and Service Tax**. The GST as legally leviable & payable by the bidder under the provisions of applicable law/act shall be paid extra by BBJ as per the successful bidder's bill. **Bidder shall quote their rate after considering the input tax credit on their inputted materials and services.**
- b) In case, the transfer of property or goods will involve in connection with immovable property, GST under supply of services will be applicable. The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along with the bid documents (techno-commercial e-bid). **A bid without a GST number shall be cancelled.**
- c) 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 the 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.
- d) Bidder shall raise their tax invoice in the regular interval as per contract condition and upload their supply invoice in GSTN Portal through GSTR-1 return with the 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from Bidder's bill.

18. NEW LEVIES/ TAXES

In case Government imposes any new levy/tax after awarding of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax applies to this contract.

19. INDEMNITY:

The Bidder shall indemnify BBJ against all claims in respect of their contractual obligations and also for their non-compliance of any statutory rules/ obligations/ laws taxes and duties etc.

20. TERMINATION OF CONTRACT:

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program schedule 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 by & 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 the 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 the expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

21. 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.

If a party is dissatisfied with the decisions/recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by notice in writing to the Competent Authority of BBJ clearly evince the intention to refer to the disputes and differences that have arisen between the parties to Arbitration by the 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 at Kolkata only and any proceedings arising out of this Agreement/ Contract shall be subject to the jurisdiction of Courts at Kolkata only.

22. FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, the act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall because of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist.

In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract. Provided that if the contract is terminated under this clause, BBJ shall be at liberty to take over from the successful bidder at a price to be fixed by BBJ, which shall be final, all unused, undamaged and acceptable equipment, bought out components and other stores in the course of manufacture which may be in the possession of the successful bidder at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the successful bidder may, with the concurrence of BBJ, elect to retain.

23. 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.

24. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- Work order
- Letter of Award (LOA)
- Schedule of Items, Rates & Quantities
- Special Conditions of the Contract (SCC)
- Technical Specifications (TS)
- Scope of Work (SOW)
- Drawings
- Notice Inviting Tender
- Instructions to the Bidders (IB)
- General Conditions of Contract

25. IMPORTANT NOTES:

BBJ reserves the right to:

- a) In the event of failure on the part of the bidder/ contractor to complete the job within the reasonable period of time as decided by the Purchaser, the purchaser reserves the right to get the job done by other Agency/ Agencies as per the order and invoke EMD.
- b) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- c) Increase/ decrease/ alter the job description/ scope of work with a corresponding change in the value of the contract.

- d) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- e) May ask for further qualification during techno commercial scrutiny of bids received.
- f) BBJ shall not be responsible for any delay, loss or damage for bids sent by post.
- g) BBJ shall not be liable for any expenses incurred by the bidder in preparation of the bid irrespective of whether it is accepted or not.
- h) 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.
- i) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such an application.
- j) The supplier will stand a guarantee for the quality supplied item. If the supplied quantity is found defective, the defective quantity is to be replaced by the supplier at their risk and cost.
- a. The quoted rate should be inclusive of all taxes and Delivery charges at our Site including Goods & Service Tax.

(Animesh Neogi)
Dy. General Manager (P-V)