

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)

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**NOTICE INVITING e-TENDER**

**eNIT/BBJ/DGM(P-V)/AN/D-928 TO 930/ESAB/2154/3135/27-2021**

**Dated: 07.04.2021**

Sealed e-Tenders under **Two – Part Bidding System** (i.e. Techno-Commercial Bid & Price Bid) are invited from Manufacturers (i.e. **ESAB INDIA LIMITED**) and their valid **Authorized Dealers/Distributors** for supply different type of spares required for ESAB make SAW Welding Machines, MIG Welding Machines and MMAW Welding Machines as per requirement at The Braithwaite Burn And Jessop Construction Co. Ltd., Ganga Bridge Project, Jhusi, Allahabad for fabrication of 24 x 76.2M Span. The description of Spares and Other Terms and Conditions are detailed hereunder :-

<b>A.</b>	<b>SCOPE OF SUPPLY</b>	Supply of different type of <b>Spares</b> related to “ESAB” make SAW Welding Machines, MIG Welding Machines and MMAW Welding Machines.	
<b>B.</b>	<b>DESCRIPTION OF SPARES AND QUANTITY</b>	As per attached Scope of Work/ BOQ-1	
<b>C.</b>	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<b>Rs.25,000.00</b> (Rupees twenty five thousand only) in the 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.	
<b>D.</b>	<b>MODE OF SUBMISSION</b>	Online through e-Procurement System of CPPP.	
<b>E.</b>	<b>Date &amp; Time Schedule:</b>	Date of Publishing NIT & Tender Documents	<b>07.04.2021</b>
		Document Download Start Date	<b>07.04.2021 - 16:00 HRS</b>
		Start Date of Uploading of Bid Document	<b>16.04.2021 - 10:00 HRS</b>
		End Date for Uploading of Bid Document	<b>20.04.2021 - 15:00 HRS</b>
		Date of opening of Technical Bid ate of opening of Bid	<b>21.04.2021 - 15:00 HRS</b>
		Date of opening of Financial Bid	<b>To be notified later</b>

(ए. नियोगी) / (A. Neogi)  
DGM (P-V)

## INSTRUCTION TO TENDERERS

### General instruction:

#### 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 **Registration of Contractor:**

**Manufacturer**(i.e. ESAB India Limited) and their valid **Authorised Dealers/Distributors** willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://eprocure.gov.in/eprocure/app>

#### 3.0 **DIGITAL SIGNATURE CERTIFICATE (DSC):**

Each Authorised Dealer / Distributor of ESAB India Limited 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 Tenderer DSC is given as a USB e-Token.

#### 4.0 **SCOPE OF CONTRACT/ SERVICE:-**

Successful Tenderer is required to carry out the jobs/supply as per scope of work.BOO-1 indicated in the schedule of work mentioned in the Price bid.

#### 5.0 **MODE OF SUBMISSION OF BID:-**

BIDs to be submitted online through e-Procurement System of CPPP at <https://eprocure.gov.in/eprocure/app>.

**The Hard Copy of all the documents related to Technical Bid only with EMD (except PRICE PART) shall have to be submitted/reached to this office on or before opening the Technical Bid.**

#### 6.0 Bids will be in **TWO PART. 1<sup>st</sup> Part** will be treated as **Techno Commercial Bid** and **2<sup>nd</sup> 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 Tenderers/ General Terms & Conditions are liable to be rejected summarily.

7.0 Only the techno-commercially acceptable Tenderers will get the intimation of 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 Any deviation of your Bid/Offer/Quotation will be treated as cancelled.

9.0 **TECHNO COMMERCIAL PART** (PART- I):-

The Techno-Commercial Part will consist of :-

**(i) PRE QUALIFICATION CRITERIAL OF THE BIDDERS**

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

**The Techno Commercial Part should contain the following documents, which to be submitted/upload with the offer :-**

- (a) Copy of GST Registration Certificate;
- (b) Copy of acknowledgement of filling of **GSTR 1 and GSTR 3B** for the current financial year up to the month of tender(i.e. April2021);
- (c) Copy of PAN CARD;
- (d) **EMD** amounting to **Rs.25,000.00**(Rupees twenty five thousand only) in the form of Pay Order/Demand Draft/NEFT/RTGS drawn in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED", payable at Kolkata. **Scanned copy to be uploaded in portal and instrument to be submitted physically along with the other documents.**
- (e) Digitally signed copy of Tender Documents.
- (f) Copy of **valid/renewed Dealership Certificate** issued by M/s. **ESAB India Limited**. (applicable only for valid Authorised Dealer/Distributor of Esab India Limited)
- (g) Copy of relevant Purchase Order/Orders of any Govt. Dept./Semi Govt. Dept./Government of India Enterprise/Undertaking/Reputed Private Company for supply Spares related to "ESAB" make SAW Welding Machine, MIG Welding machine and MMAW Welding Machine for the **Last 7(seven) years ending 31.12.2020.**

**PRICE BID (PART - II)**

- (a) Properly filled up **BILL OF QUANTITY-1(BOQ-1)** duly digitally signed to be **uploaded in Financial Part**;
  - (b) This part must be free from any condition.
- (i) Bidder shall take into account all costs including unloading at the location of purchaser, cartage etc. for giving delivery of materials at site before quoting the rates. In this regard no claim so ever shall be entertained.
  - (ii) The price quoted in financial bid shall be firm and shall include all but excluding GST. Any variation in the taxes, duties, levies etc. till completion of supply to the location shall be to the bidder's account.

- (iii) No extra payment shall be paid on account of any discrepancy in nomenclature of items. The bidder shall seek clarifications if any before submitting the tender.
- (iv) No representation for the enhancement of the prices of the accepted tender or alternation of the terms & conditions will be entertained till supplies are completed to the designated location.

**10.0** Incomplete tenders, who are not accompanied with all the required documents and conditional tenders are liable for rejection without assigning any reason thereof.

**11.0** BBJ reserves the right to cancel or reject any and/or all Tender/s without assigning any reasons for the same.

**12.0** Tenders in which any of the particulars and prescribed information is missing or is incomplete in any respect and / or the prescribed conditions are not fulfilled shall be considered non-responsive and are liable to be rejected.

**13.0** The right to accept the tender will rest with the Company (i.e. The Braithwaite Burn and Jessop Construction Co. Ltd.). Further BBJ does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatever.

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

**15.0** BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

**16.0 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 site (at The Braithwaite Burn And Jessop Construction Co.Ltd., (A Govt. of India Enterprise), Ganga Bridge Project, Katka Road(Old G.T.Road), Near Jhusi Railway Station, PO:-Jhusi, Dist:- Prayagraj, Pin:-211019(U.P.) **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.

**17.0 Validity of Offer :**

Your offer should be valid and firm for a period of 90 days from the date of opening of offer.

**18.0 Delivery Place :-** At The Braithwaite Burn And Jessop Construction Co.Ltd., (A Govt. of India Enterprise), Ganga Bridge Project, Katka Road(Old G.T.Road), Near Jhusi Railway Station, PO:-Jhusi, Dist:- Prayagraj, Pin:-211019(U.P.)

**19.0 Delivery Period: -** Delivery to be made within 30 days from the date of LOA/Order whichever is earlier **with MTC**.

**Notes :-**

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.

**20.0 Payment :-**

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

**21.0 Earnest Money Deposit :-**

Deposit of EMD amounting to **Rs.25,000/-** (Rupees twenty five thousand only) may be made in the form of Pay Order/ Demand Draft/ NEFT/ RTGS 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 validity period of their offer or fails to undertake the contract 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 completion of Maintenance Period for the successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

**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 – 700 001 (W.B.)  
Bank Account No.: 11175160292  
Bank Account Type: Current  
IFSC Code: SBIN0001401

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

**22.0 Security Deposit:-**

For successful tenderer, Earnest Money Deposit(EMD) will be converted into Security Deposit and will be retained by BBJ till successfully completion of contract period without any interest. On receipt of formal application from the awarded tenderer for releasing the EMD, BBJ will release the amount after completion of contract period.

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 LOA/ORDER whichever is earlier, otherwise LOA/ORDER will be

cancelled and withdrawn. The tenderer will be debarred from participating in future bid for a period of 01(one)year the date of LOA/ORDER.

**If, the successful bidder not able to perform their work/service/supply within stipulated time/period after receiving of LOA/Order whichever is earlier, in that cases their EMD/Security Deposit will be forfeited.**

**23.0 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.

**24.0 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.

**25.0 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.

**26.0 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 for which the present successful bidder herein shall be liable to pay all the incidental & extra cost to BBJ.

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.

The successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful 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.

**27.0 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.

**28.0 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.

**29.0 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 :-

- (a). Schedule of Items, Rates & Quantities
- (b). Scope of Work/Supply
- (c). Notice Inviting Tender
- (d). Instructions to the Bidders (IB)
- (e). General Conditions of Contract

**30.0 IMPORTANT NOTES:**

**BBJ reserves the right to:**

- 30.1** To cancel/discharge the tender at any point of time/at any stage.
- 30.2** Increase/ decrease/ alter the quantity of "Esab" make MIG, SAW and MMAW Welding machines/ duration of contract period/delivery period/time of supply with corresponding change in the value of contract.
- 30.3** May ask for further qualification during techno commercial scrutiny of bids received.
- 30.4** BBJ shall not be liable for any expenses incurred by service/work/ supply in preparation of bid irrespective of whether it is accepted or not.
- 30.5** Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any party/ agency found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 30.6** If the Tenderer 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.
- 30.7** All costs and incidental expenses for preparation of the tender, discussion, conference, pre-tender, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost of expenses.



**30.8** The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

(ए. नियोगी) / (A. Neogi)  
DGM (P-V)