

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/ESAB/TOOLS & TACKLES/2154/3135/48-2020

Dated: 16.12.2020

Sealed e-Tenders under **Two – Part Bidding System** (i.e. Techno-Commercial Bid & Price Bid) are invited from ESAB INDIA LTD and their valid Authorised Dealer/Distributor in connection with supply of “ESAB” make different type of tools & tackles required 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 “Esab” make tools & tackles and Other Terms and Conditions are detailed hereunder :-

A.	SCOPE OF SUPPLY	Supply of “Esab” make different type of Tools & Tackles	
B.	DESCRIPTION OF “ESAB” MAKE TOOLS & TACKLES	As per attached Scope of Work/ BOQ-1	
C.	EARNEST MONEY DEPOSIT (EMD)	Rs.25,000.00 (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.	
D.	MODE OF SUBMISSION	Online through e-Procurement System of CPPP.	
E.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	16.12.2020
		Document Download Start Date	16.12.2020 - 16:00 HRS
		Start Date of Uploading of Bid Document	23.12.2020 - 10:00 HRS
		End Date for Uploading of Bid Document	29.12.2020 - 15:00 HRS
		Date of opening of Technical Bid ate of opening of Bid	30.12.2020 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(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:**

Any Tenderer 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 Tenderer 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 as per scope of work 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 separate part. 1st Part will be treated as **Techno Commercial Bid** and 2nd 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 will consists of the following :-

TENDER DOCUMENT EXCLUDING BOQ-1

- (a) **The Tender Documents duly digitally signed EXCLUDING BOQ-1 to be uploaded in the e-Procurement Portal.**
- (b) **Copy of GST Registration Certificate;**
- (c) **Copy of acknowledgement of filling of GSTR 1 and GSTR 3B for the current financial year up to the month of tender(i.e. December,2020);**
- (d) **Copy of PAN;**
- (e) **Copy of Demand Draft/Pay Order of EMD;**
- (f) **Copy of valid Dealership Certificate issued by Esab India Ltd.(applicable for only authorized dealer/distributor of ESAB India Ltd.)**

Notes:- No other make/brand except “ESAB INDIA LTD” will be acceptable.

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.
- 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 Jhunsi Railway Station, PO:-Jhunsi, 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 Jhunsi Railway Station, PO:-Jhunsi, Dist:- Prayagraj, Pin:-211019(U.P.)

19.0 Delivery Period: -

Within 30 days from the date of order with Manufacturer's Test Certificate & Guarantee and Warranty Certificate **or** as per requirement by our site time to time.

BBJ has reserve the right to curtail the delivery/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 :-

An amount of **Rs.25,000.00**(Rupees twenty 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.

22.0 Security Deposit:-

For successful bidder, Earnest Money Deposit(EMD) will be converted into Security Deposit and will be retained by BBJ till successfully 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.

23.0 Period of Rate Contract :- For 1(one) year. The rate contract may be extened for a further period of one year as per same price,terms & conditions.

24.0 INSTALLATION/COMMISSIONING & TRAINING:

You shall be responsible for installation and commissioning and also to render training for operation of the subject items in BOQ-1 at our Ganga Bidge Project,Jhusi,Allahabad at no extra cost. All the materials/ labour required for execution of installation and commissioning of the subject items under BOQ-I shall be in your scope.

25.0 GUARANTEE/ DEFECT LAIBILITY PERIOD:

The subject items in BOQ-I shall be strictly supplied in accordance with the specification, sizes, quantities and no deviation from such specification or alteration shall be made without our written consent. You shall fully guarantee that the supplied items shall perform strictly in accordance with the specification and to be free from all defects in respect of materials and workmanship etc. Should any supplied items not perform as intended or should materials and workmanship prove /found defective within a period of 12 (twelve) months from the date of commissioning or 18 (eighteen) months from the date of supply whichever is earlier, the supplied item in BOQ-1 upon intimation of deficiency / defect , be promptly replaced /repaired by you to our satisfaction without delay and no extra cost to us. If you fail to effect proper replacement within a reasonable time of receipt from our intimation to this effect, we shall be free to take such corrective action at your risk and cost.

26.0 OPERATION CUM MAINTENANCE MANNUAL/ SPARE PARTS CATALOGUE

You have to provide one set of the above relevant documents along with the supply.

27.0 AFTER SALES SERVICE:

After sales service of any kind and any repair/replacement of parts at site of installation shall be rendered by you within said Guarantee Period free of cost. The mean time to resolve shall be less than 48 hours.

28.0 Installation/Commissioning & Training :- You shall be responsible for installation and commissioning and also to render training for operation of our ordered items as mentioned in enclosed BOQ-1 at our Ganga Bridge Project,Jhusi,Allahabad without any extra cost. All the materials/labour required for execution of installation and commissioning of the subject items under BOQ-I shall be in your scope.

29.0 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.

30.0 LIQUIDATED DAMAGES:

If 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/supply and to take any action against the successful Bidder (such as forfeiture of EMD/Security Deposit, encashment of Performance Guarantee, non payment/forfeiture of Bill(s) etc.) and the decision of BBJ in this respect shall be final.

31.0 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 barred 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 barred 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 abided & 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.

32.0 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.

33.0 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.

34.0 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

35.0 IMPORTANT NOTES:

BBJ reserves the right to:

- 35.1** To cancel/discharge the tender at any point of time/at any stage.
- 35.2** Increase/ decrease/ alter the quantity of "Esab" make tools & tackles duration of contract period/delivery period/time of supply with corresponding change in the value of contract.
- 35.3** May ask for further qualification during techno commercial scrutiny of bids received.
- 35.4** BBJ shall not be liable for any expenses incurred by service/work in preparation of bid irrespective of whether it is accepted or not.
- 35.5** 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.
- 35.6** 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.
- 35.7** 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.
- 35.8** 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)