

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/AN/PAINT/D2848/2151/44-2020

DT. 10.12.2020

27, RAJENDRA NATH MUKHERJEE ROAD

KOLKATA - 700 001 (WEST BENGAL)

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e-TENDER NO.	eNIT/DGM(P-V)/AN/PAINT/D2848/2151/44-2020	DATE	10.12.2020
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NOTICE INVITING eTENDER

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

01.	NAME OF THE WORK	SUPPLY OF RED OXIDE ZINC CHROME (IS-2074) , FOR GADAG-HOTGI PROJECT SITE, KARNATAKA. OFFERS ARE TO BE RECEIVED ONLY FROM THE FOLLOWING MAKE MANUFACTURERS OR ITS AUTHORISED DEALERS:- (A) JENSON & NICHOLSON PAINTS (B) BRITISH/BERGER PAINTS (C) SHALIMAR PAINTS	
02.	QUANTITY	AS PER BOQ-1	
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	Nil.	
04.	EARNEST MONEY DEPOSIT	Rs. 5,000/- (Rupees Five thousand only) by Pay Order/Demand Draft in favour of "THE BRAITHWAITE BURN & 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	SECURITY DEPOSIT	For successful bidder, above Earnest Money will be converted into Security Deposit and will be retained till successful completion of supply of Paints at Site. For unsuccessful bidders, Earnest Money will be refunded after finalization of Order without any interest.	
06	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
07	DATE & TIME SCHEDULE	Date of Publishing NIT & Tender Documents	10.12.2020
		Document download Start Date	10.12.2020-10:00 HRS
		Start Date of uploading of bid document	17.12.2020-10:00 HRS
		End Date for uploading of bid document	23.12.2020-15:00 HRS
		Date of opening of Techno - Commercial Bid	24.12.2020-15:00 HRS
		Date of opening of Financial Bid	To be notified later

**(A. NEOGI)
DGM(P-V)**

INSTRUCTION TO THE BIDDERS

01	<u>REGISTRATION OF CONTRACTOR</u> Any bidder 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
02	<u>DIGITAL SIGNATURE CERTIFICATE (DSC)</u> 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's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token.
03	<u>SUBMISSION OF BID:</u> Bids to be submitted online through e-Procurement system of Central Public Procurement Portal (CPPP) (https://eprocure.gov.in/eprocure/app). 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 to be submitted in two parts:
a)	<u>TECHNO-COMMERCIAL PART</u> The techno-Commercial part will consist of the following :-
i)	<u>TENDER DOCUMENT EXCLUDING BOQ</u> The tender documents duly digitally signed EXCLUDING BILL OF QUANTITIES to be uploaded in the e-Procurement portal.
ii)	<u>TECHNO COMMERCIAL PART: -</u> The Techno Commercial Part should contain the following documents, which to be submitted with the offer: <u>(a)TENDER DOCUMENT EXCLUDING BOQ</u> The tender documents duly digitally signed EXCLUDING BILL OF QUANTITIES to be uploaded in the e-Procurement portal. <u>(b)Earnest Money Deposit</u> Scanned copy to be uploaded in e-Procurement portal and the physical instrument should reach BBJ-HO within the due date for submission of bid. (c) Copy of Authorized Dealer Certificate; (d) Copy of GST Registration Certificate; (e) Copy of PAN Card; (f) Shelf life; (g) Covering area with DFT; (h) Copy of relevant documents/experience certificate showing past experience in respect to Clause no. 1.0 of "SCC-1".
b)	<u>PRICE-PART:</u> Properly filled up BILL OF QUANTITY (BOQ) duly digitally signed to be uploaded in Financial Part.
04	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
05	BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of supply to more than one agency/agencies without assigning any reason whatsoever. No claim will be entertained on account of this.
06	The tender is to be uploaded in e-Procurement portal and hardcopy of EMD & Tender Fee to be submitted within due date to Dy. General Manager(P-V), THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, R.N. Mukherjee Road, Kolkata-700 001 (W.B.).
07	The successful bidder shall not sub-contract the selling a support procedure for the entire duration in BBJ.
08	Validity of Tender - 90 (ninety) days from the date of opening of tender or for a further period if mutually accepted. BBJ reserves the right to ask for the extension of validity, if any.

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DGM(P-V)

SPECIAL CONDITION OF CONTRACT

SCC-1

1.0 ELIGIBILITY CRITERIA:

1.1 Proof of supply of similar Paints (RED OXIDE ZINC CHROME) item (Order Copies & work completion certificate to be appended) to Government Organization/ PSUs within last 5 (five) years must be submitted with the bid.

1.2 The bidder should sign and stamp on each page of the bid document.

1.3 Any information furnished by the Bidder found to be incorrect would render him to be debarred from tendering or taking up any work with BBJ.

1.4 Earnest Money Deposit:

Deposit of Earnest Money amounting to **Rs.5,000/- (Rupees Five thousand only)** may be made in the form of Pay Order/ Demand Draft 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 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 completion of contract for successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

2.0 SCOPE OF WORK:

AS PER BOQ.

3.0 DELIVERY SCHEDULE

Total quantity to be delivered in 02 (Two) phases as per time to time requirement of site within 12 (Twelve) months from date of Purchase Order/ LOA.

3.1 DELIVERY LOCATION –

The Braithwaite Burn And Jessop Construction Co. Ltd.
Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata-700 024.
Delivery to be made alongwith Manufacturer's Test Certificate.

4.0 VARIATION IN QUANTITIES:

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

5.0 VALIDITY OF CONTRACT:

12 (Twelve) months from the date of LOA/Work order.

SPECIAL CONDITION OF CONTRACT

SCC-2

6.0. INSPECTION & TESTING:

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

The following aspects may be noted in this regard:

- a) In addition to above, random samples of the Paints shall be collected by BBJ/ South Western Railway/ South Western 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 by 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. Inspection certificate shall not absolve the supplier from replenishing defective Paints at any stage.
- c) Inspection Charges will be reimbursed by BBJ at actual on submission of all the relevant documentary evidences along with bill against delivery, subject to acceptance of the lot by the inspection agency.

7.0 EXTENSION OF COMPLETION PERIOD:

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

8.0 PAYMENT TERMS: Within 45 (forty five) days after receipt of clear bill/invoice.

9.1 RATE

The vendors must submit their offer strictly as per Bill of Quantities. **The bidder must quote the Basic Rate including all other taxes & duties (excluding GST, which will be extra as applicable) and delivery charges at 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.

SPECIAL CONDITION OF CONTRACT

SCC-3

10.0 TAXES & DUTIES:

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

11.0 GOODS AND SERVICE TAX (GST)

11.1 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 bidder under the provisions of applicable law/act shall be paid extra by BBJ as per bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services.

The bidder 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.**

Bidder shall raise their tax invoice in regular interval as per contract condition and uploaded their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.

11.2 New Levies/ Taxes

In case Government imposes any new levy/ tax after award 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 is applicable to this contract.

12.0 SECURITY DEPOSIT:

The Earnest Money deposited by the Agency 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 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

SPECIAL CONDITION OF CONTRACT

SCC-4

13.0 LIQUIDATED DAMAGE:

If the successful bidder fail to complete the entire work within the stipulated period, 0.5% (zero decimal five percent) of order value will be deducted from bill for per week delay or part thereof subject to a maximum of 5% (five percent) of the total order value.

14.0 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.

SPECIAL CONDITION OF CONTRACT

SCC-5

15.0 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 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.

16.0 QUALITY:

Following to be mentioned for each type of Paint:-

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

SPECIAL CONDITION OF CONTRACT

SCC-6

- 17.0 Manufacturing date of the paints should not be more than 01 (one) month old at the time of delivery.**
- 18.0 IMPORTANT NOTES;**
BBJ reserves the right to:
- 18.1** 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.
- 18.2** Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- 18.3** Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- 18.4** Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
- 18.5** May ask for further qualification during techno commercial scrutiny of bids received.
- 18.6** BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- 18.7** BBJ shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- 18.8** 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.
- 18.9** 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.
- 18.10** All costs and incidental expenses for preparation of the tender, discussion, conference, pre-tender site visit, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost expenses.
- 18.11** The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
- 18.12** Supplier will stand guarantee for the quality supplied item. If the supplied quantity found defective, the defective quantity to be replaced by the supplier at their risk and cost.
- 18.13** Ordered quantity will be reviewed periodically by BBJ and considering the status of production and supply of Paints, quantities may be revised/reduced 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.
- 18.14** Quoted rate should inclusive of all taxes and Delivery charges at our Site except Goods & Service Tax.

**(A NEOGI)
DGM(P-V)**