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e-Tender No.	eNIT/DGM(P-V)/LABOUR HUTMENT/ 2155/3136/77-2021	Date:	24.12.2021
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NOTICE INVITING e-TENDER

Sealed Tenders under a **two-bid system** (i.e. "Techno-Commercial & Price Part") are invited from eligible bidders for the construction of Site Office, Labour Hutment & Stores etc. as detailed in "**Scope of Work**"/ "**BOQ**", hereunder:

01	NAME OF WORK	Construction of 03 Nos. Site Office, Labour Hutment & Store cum Labour Hutment etc. at Hasdeo Bridge site near Korba, Chhattisgarh.	
02	SCOPE OF WORK	As Per Abstract of Cost/BOQ	
03	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
04	EARNEST MONEY DEPOSIT	NIL	
05	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT OF CPPP, NIC	
06	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	24.12.2021
		Document download Start Date	24.12.2021 - 10:00 HRS
		Start Date of uploading of bid document	31.12.2021 - 10:00 HRS
		End Date for uploading of bid document	06.01.2022 - 15:00 HRS
		Date of opening of Technical Bid	07.01.2022 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(A. Neogi)
DGM (P-V)

INSTRUCTION TO THE BIDDERS

1.0 REGISTRATION OF BIDDER

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>

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'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.

3.0 SUBMISSION OF BID:

Bids are to be submitted online through the e-Procurement system of CPPP. 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) TECHNO-COMMERCIAL & PRICE PART:

The Techno-Commercial & Price 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.

a) Copy of GST Registration Certificate.

b) Copy of PAN Card

c) Copy of relevant documents as per Clause no. 2.0 of "Special Condition of Contract".

d) The tender documents duly signed and sealed on each page excluding the BILL OF QUANTITY (BOQ).

b) 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 and acceptable to BBJ.

4.0 All costs and expenses incidental to the preparation of the tender, discussion, the conference, pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.

5.0 No deviation from the tender conditions shall be accepted. Conditional and Incomplete tenders shall be rejected and no additional clause shall be entertained. All rights reserved upon BBJ in this regard.

6.0 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/bidders.

7.0 **CURRENCIES OF BID AND PAYMENT**

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

8.0 **FIRM PRICE ORDER:**

The price shall remain firm till completion of work as per order including modification thereof and no claim for variation in quantities; labour & materials prices etc will be entertained.

9.0 All duties (excluding GST), taxes, fees and other levies payable by the successful under the contract or any other clause shall be included in the quoted prices.

10.0 **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.

11.0 Bidders are requested to get themselves enrolled/ registered in BBJ's vendor registration system at <https://bbjconst.in> for the generation of vendor code and upload the same along with the bid document.

12.0 **ORDER OF PRIORITY OF 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) Work order
- b) Letter of Award (LOA)
- c) Schedule of Items, Rates & Quantities
- d) Special Conditions of the Contract (SCC)
- e) Technical Specifications (TS)
- f) Scope of Work (SOW)
- g) Drawings
- h) Relevant Codes & Standards
- i) Notice Inviting Tender
- j) Instructions to the Bidders (IB)
- k) General Conditions of Contract

13.0 **IMPORTANT NOTES:**

BBJ reserves the right to:

- a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- b) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- c) Postpone or extend the above-mentioned date, split and distribute the work among more than one contractor without assigning any reason whatsoever.
- d) May ask for further qualification during techno commercial scrutiny of bids received.
- e) BBJ shall not be responsible for any delay, loss, damage for the bids sent by post.

- f) 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.
- g) 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.
- h) 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.

A.Neogi
(DGM P-V)

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 & 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**" whose tender has been accepted by BBJ.

2. ELIGIBILITY CRITERIA:

The bidder should have experience of successfully completing any type of civil work.

3. SCOPE OF WORK:

As Per the **Abstract of Cost/BOQ**.

4. DRAWING/ SPECIFICATION

- a) The subject work has to be carried out as per BBJ's Drawings No. 2155/3136/01/SITE and 2155/3136/02/SITE (attached with this tender document)/ relevant IS Codes/ specification/ direction of BBJ's Site In-charge, Hasdeo Bridge site near Korba, Chhattisgarh.
- b) BBJ reserves the right to alter/ modify the design/ drawing/ specification to suit their requirement.
- c) The materials, as well as execution of the work, shall be to the relevant Indian Standard specifications and Code of practice (Latest version of the specification/ codes to be used).

5. COMPLETION PERIOD

The date of commencement shall reckon from the date of LOA/Order and entire work to be completed within **02 (two) months** from the date of issue of LOA/ Order, whichever is earlier.

5.1 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 is granted.

6. RATE

The successful bidder must submit their offer strictly as per the Bill of Quantities. The bidder must quote the Basic Rate including all other taxes & duties (excluding GST) for the items mentioned in BOQ. The price must be firm during the tenure of this contract.

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.

7. TERMS OF PAYMENT:

- (a) The bidder shall prepare and submit R.A. Bills for work done in a particular month will be submitted monthly along with other relevant documents to Site In-Charge/BBJ, Hasdeo Bridge Site.
- (b) All the bills as mentioned above are to be submitted at the Site and the payments will be made from BBJ's Registered office at Kolkata.
- (c) Measurement for payment will be as per actual work done and certified by BBJ/ Site In-Charge/BBJ, Hasdeo Bridge Site.
- (d) **100%** (one hundred per cent) payment shall be made against each RA Bill within 45 (forty-five) days after submission of clear invoice duly certified by the Site In-Charge/BBJ, Hasdeo Bridge Site [except following Para no. 7(e)]
- (e) Statutory Deductions towards taxes & duties shall be made at source as per rules.
- (f) Final Bill: The bidder shall submit the final bill along with the copy of handing over certificate. Payment against the final bill will be made to the bidder within 45 (forty-five) days after submission of clear invoice duly certified by the Site In-Charge/BBJ, Hasdeo Bridge Site along with handing over taking over certificate.

8. SECURITY DEPOSIT (SD):

As security for the proper and faithful fulfilment of the obligation under the order, a Security Deposit equivalent to **5% (five per cent)** of the Total Contract Value shall be deducted and shall be kept valid till completion of the entire contract period plus 06 (six) months i.e. up to end of Defect Liability Period.

Recovery of Security Deposit: The Security Deposit/ rate of recovery/ mode of recovery shall be as under:

- (i) Security Deposit for work should be 5% (five per cent) of the Contract value.
- (ii) The rate of recovery should be at the rate of 10% (ten per cent) of the gross bill amount till the full security deposit is recovered.
- (iii) Security deposits will be recovered only from the RA Bills of the bidder and no other mode of collecting SD such as SD in the form of instruments like BG etc., shall be accepted towards security Deposit.

Security Deposit shall be returned to the successful bidder after completion of the entire contract period plus 06 (six) months i.e. after the end of the Defect Liability Period and subsequent to the following:

- a) After passing the final bill based on the "No Claim Certificate" with the approval of the Competent Authority.
- b) Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned bidder. This certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the successful bidder and that there is no due from the bidder to BBJ against the contract concerned.

9. QUANTITY VARIATION

- a) There may be quantity variation during the actual execution of work.

- b) If due to change in design/ drawing/ specification, there is any increase/ decrease in items/ quantities up to any extent of +/- 25% (plus/minus twenty-five per cent) of both, payment will be made only for the actual work done with the same rate, terms and conditions of the original order on the Bidder by BBJ duly certified by the Site In-Charge/BBJ, Prayagraj (Allahabad) Site, U.P.

10. **MAINTENANCE/ DEFECT LIABILITY PERIOD:**

The successful bidder shall fully guarantees to perform all his contractual obligation(s) in the scope of his work to perform strictly in accordance with the specifications within the given time frame. The work shall be free from all defects. Should any work not performed by the successful bidder as intended or should the performed work be found to be defective within a period of **06 (six) months from the date of completion of the entire contract period**, such defective work shall upon notification of deficiency/ defect be promptly rectified by the bidder to the satisfaction of BBJ or any Inspection Agency nominated by BBJ without any delay and at no extra cost to BBJ. If the bidder fails to effect proper replacement within a reasonable time of receipt of BBJ's notification to this effect, BBJ shall be free to take such corrective action – forfeiture of EMD/Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.

11. **SUBLETTING OF WORK**

No part of Work Order nor any share or interest thereof shall in any manner of degree be transferred, assigned or sublet by the bidder directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

12. **PENALTY FOR DELAY**

If the successful bidder causes any delay in performance as per LOA/ Order by disobeying the stipulated time frame then BBJ shall have the right to charge a penalty @ 0.5% (zero decimal five per cent) of the order value per week or part thereof, subject to a maximum of 5% (five per cent) of the Order value and the decision of BBJ in this respect shall be final.

13. **FIRM PRICE**

The rate should be quoted inclusive of all prices and shall remain firm & shall not attract escalation due to any reason in pursuance of this contract from the date of order.

14. **TAXES AND DUTIES**

The bidder 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 the procurement of materials for execution of the contract.

15. **GOODS AND SERVICE TAX (GST)**

Without prejudice to the 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 the 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 with 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 the 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 the bidder, the same shall be recovered from Bidder's bill.

16. 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 is applicable to this contract.

17. SUPERVISION & LABOUR:

The bidder will be responsible for providing adequate skilled labour and supervisory staff for the timely execution of work.

18. LABOUR LAWS AND STATUTORY OBLIGATION:

The bidder will observe with the quoted rates all statutory obligations during the execution of the work including Minimum Wages Act, Act covering P.F., E.S.I and other statutory benefits under Employees Compensation Act, Contract Labour Regulation & Abolition Act 1970 & subsequent amendment and other Govt. Notifications, Acts in force in the State of Chhattisgarh/ Central Government. BBJ will have no responsibility in this regard.

19. 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 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 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 herein that the Arbitration Proceedings shall be conducted in the English language. The venue of Arbitration shall be in Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

20. INDEMNITY

Bidder shall indemnify BBJ against all claims in respect of their contractual obligations in the event of non-compliance of statutory rules/ obligations/ laws/ taxes & duties etc.

21. 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.

All the statutory obligations including maintaining the RTO rule, 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 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.

22. 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.

23. 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, an 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 by reason 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 by reason 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, the BBJ shall be at liberty to take over from the supplier at a price to be fixed by the 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 Supplier at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the Supplier may, with the concurrence of the BBJ, elect to retain.

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