

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED

(A Government of India Enterprise)
 27,RAJENDRA NATH MUKHERJEROAD,
 KOLKATA - 700 001. (WEST BENGAL)
 PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961
 E-MAIL: info.bbjconst@bbjconst.com

e-Tender No.	eNIT/DGM(P-V)/RM/SECTIONS-PLATES-TUBE/2151/71-2021	Date	03.12.2021
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NOTICE INVITING e-TENDER

E-Tender under the **two-bid system** (i.e. "Techno-Commercial Part" & "Price Part") are invited from eligible vendors for supply of Structural Steel items as per the technical specifications and details are given in "Scope of Work"/ "BOQ-1" for our Karnataka Project as per details hereunder:

01.	SCOPE OF WORK	Procurement & Transportation of Structural Steel Sections, Pipes, Square Tube, etc. for BBJ Karnataka Project.	
02.	QUANTITY	As per BOQ	
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	Rs.2,000/- (Rupees two thousand only) by Demand Draft/ Banker's Cheque/ 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 Tender Fee subject to submission of the declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.	
04.	EARNEST MONEY DEPOSIT (EMD)	Rs.5,00,000/- (Rupees five lakh only) by Demand Draft/ Banker's Cheque/ 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 the declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.	
05.	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT OF CPPP, NIC	
06	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	03.12.2021
		Document download Start Date	03.12.2021 - 16:00 HRS
		Start Date of uploading of bid document	10.12.2021 - 10:00 HRS
		End Date for uploading of bid document	16.12.2021 - 15:00 HRS
		Date of opening of Technical Bid	17.12.2021 - 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) Tender Fee and Earnest Money Deposit. Scanned copy to be uploaded in e-Procurement portal and the physical instrument should reach BBJ-HO within the due date for submission of the bid.
- b) Copy of GST Registration Certificate.
- c) Copy of PAN Card
- d) Copy of relevant documents as per Clause no. 3.0 of "Special Condition of Contract".
- e) Tender documents duly signed and sealed on each page excluding the BILL OF QUANTITY (BOQ).
- f) Copy of acknowledgement of filing of **GSTR-1 and GSTR-3B** for the current financial year up to the month of tender (i.e. November 2021)

ii) PRICE-PART -

Properly filled up BILL OF QUANTITY (BOQ) duly digitally signed to be uploaded in financial part.

4.0 The above 'Techno-Commercial and Price-Part' to be put in a sealed envelope superscribing "TENDER NOTICE NO. / SCOPE OF WORK" to be submitted to BBJ.

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

6.0 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.

- 7.0 GST registration certificate should be submitted. All duties, taxes, fees, and other levies payable by the Bidder under the contract or any other cause shall be included in the quoted prices.
- 8.0 The bidder shall quote all the items mentioned in the BOQ. Partially filled BOQ shall not be accepted and the bidder though techno-commercially qualified shall not be considered.
- 9.0 Bidder should submit the documents in Hard Copy on or before as stipulated in "DATE & TIME SCHEDULE" to the address mentioned above.
- 10.0 The tender is to be uploaded to the e-Publishing portal and the hardcopy is to be submitted within the due date to Dy. General Manager(P-V), THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED, 27, R. N. Mukherjee Road, Kolkata-700001 (W.B.).
- 11.0 **VALIDITY OF TENDER:** – **90 (ninety)** days from the date of opening of tender or for a further period if mutually accepted.

(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 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"** whose tender has been finally accepted by BBJ.

2. SCOPE OF WORK:

SUPPLY & TRANSPORTATION OF RAW MATERIAL FOR SITE (AS PER BOQ). Without GST registration in the name of the Tenderer, the Tender will be automatically cancelled.

3. ELIGIBILITY CRITERIA

- 3.1 Average Annual Financial turnover of the bidder during the last 03 (three) years ending 31st March 2021 should be at least **Rs. 53.97 lac.**
- 3.2 Experience of having successfully completed supply/ sale of similar items/ products (structural steel sections) to Govt. Organization/ PSU/ Reputed Companies during last 07 (seven) years ending last day of month previous to the one in which application/ tender is invited should have either of the following;
 - a. Having completed supply/ sale of similar products against 03 (three) purchase orders of value/ amount equal to **Rs. 71.96 lac.**
Or
 - b. Having completed supply/ sale of similar products against 02 (two) purchase orders of value/ amount equal to **Rs. 89.96 lac.**
Or
 - c. Having completed supply/ sale of similar products against 01 (one) purchase order of value/ amount equal to **Rs. 143.93 lac.**
- 3.3 Make of Materails:
SAIL/ TATA STEEL/ RINL/ JSPL/ or any reputed producers. Producer's/ Manufacturer's Test Certificates to be provided with the supplied item.

4. EARNEST MONEY DEPOSIT:

Deposit of Earnest Money amounting to Rs.5,00,000/- (Rupees Five Lakh only) may be made in the form of Demand Draft/ Banker's Cheque/ 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 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 by BBJ till the successful completion of the contract by the successful bidder and will be released after 2 (two)

months from successful completion of delivery and acceptance by BBJ without any interest. For unsuccessful bidders, EMD shall be refunded immediately after the finalization of the tender. EMD shall be interest-free.

5. **FIRM PRICE:**

Your rate shall remain firm and shall not attract escalation due to any reason such as steel price hike whatsoever in pursuance of this contract.

6. **PAYMENT TERMS:**

Payment will be made within 45 (forty-five) days after delivery of materials along with **mill test certificates (MTC)** and acceptance of the same by BBJ's authorized person. **The EMD submitted with the bid will be kept with BBJ as an initial security deposit and will be released after 2 (two) months from completion of delivery and acceptance by BBJ without any interest.**

7. **DELIVERY SCHEDULE:**

Supply should commence within 15 (fifteen) days from the date of LOA/ Order and the entire delivery to be completed in phases within **03 (three) months** from the date of LOA/ Order, whichever is earlier at BBJ's designated delivery location.

8. **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 a 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, otherwise, LOA will be cancelled and withdrawn. The bidder will be debarred from participating in a future bid for a period of 01(one) year the date of LOA.

Security Deposit will be released after 2 (two) months from successful completion of delivery and acceptance by BBJ without any interest.

9. **DELIVERY ADDRESS:**

The Braithwaite Burn And Jessop Construction Co. Ltd.
Heavy Plant Yard,
P-82, Taratala Road, Garden Reach,
Kolkata - 700024

10. **LIQUIDATED DAMAGE:**

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%** of the order value per week or part thereof, subject to a maximum of **5%** (five percent) of the Order value and the decision of BBJ in this respect shall be final.

11. **INSPECTION AND TESTING:**

11.1 Mill's Test Certificates shall accompany along with each supply.

11.2 Producer's/ Manufacturer's Test certificates to be provided with items supplied. 3rd Party sample test required other than SAIL material.

12. **ROLLING MARGIN:**

+/- 2% or as specified in BIS codes as applicable.

13. 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 BBJ in respect of any duties/ taxes to be imposed on the procurement of materials for execution of the contract.

14. 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 upload 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.

15. 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.

16. 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 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 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.

17. INDEMNITY

The successful bidder shall immediately indemnify BBJ against any claim or loss suffered by BBJ due to non-compliance of any contractual obligation by the successful bidder.

18. TERMINATION:

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. 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 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 in 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 (if any), 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.

19. GUARANTEE/WARRANTY:

Any complaints on the quality of material shall be promptly settled and replacement, if any, shall be done free of cost. In the event of rejection/lamination are found in plates, the supplier has to make free replacement of the same immediately at their cost and arrangement.

20. 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.

21. 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 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 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 the BBJ, elect to retain.

22. NOTES TO BOQ:

- (a) While delivery of above items-nos. of pieces of the particular item to be ensured
- (b) GST as applicable will be extra
- (c) BBJ reserves the right not to purchase any or all the items as per the above BOQ and the Supplier shall not have any claim against items not purchased by BBJ.
- (e) Quantity variation will be considered up to (+)/(-) 50%, for items to be purchased by BBJ.
- (f) E-Way Bill will be arranged by the party, if applicable.

23. 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:

- 1) Work order
- 2) Letter of Award (LOA)
- 3) Schedule of Items, Rates & Quantities
- 4) Special Conditions of the Contract (SCC)
- 5) Technical Specifications (TS)
- 6) Scope of Work (SOW)
- 7) Drawings
- 8) Notice Inviting Tender
- 9) Instructions to the Bidders (IB)
- 10) General Conditions of Contract

24. IMPORTANT NOTES:

- (A) BBJ reserves the right to:
- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (ii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
 - (iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
 - (iv) May ask for further qualification during techno commercial scrutiny of bids received.
 - (v) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
 - (vi) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during the preparation of bid irrespective of whether it is accepted or not.
 - (vii) 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.
 - (viii) 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)