

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA – 700 001 (WEST BENGAL)
TEL: (033) 2248 5841-44; FAX: (033) 2210 3961
E-MAIL: bbjproj@vsnl.net ; info@bbjconst.com
Website: www.bbjconst.com

Tender No.	NIT/DGM(P-V)/EX.CHAMBER/GS&OE	Date:	15.02.2018
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NOTICE INVITING TENDER

Tender under **one-part bid system** are invited from eligible & resourceful vendors to carry out the work as per the details given in “**Scope of Work**”/ “**BOQ-1**”, at our Head office as mentioned hereunder:

01.	SCOPE OF WORK	Erection of proposed Executive Chamber at 2 nd Floor of BBJ's Registered Office as per the details given in “ Scope of Work ”/“ BOQ-1 ”.	
02.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
03.	EARNEST MONEY DEPOSIT	<p>Rs.5,000/- (Rupees five thousand only) in the form of Demand Draft/ Pay Order/ Banker's Cheque issued in favour of 'The Braithwaite Burn And Jessop Construction Co. Ltd.', payable at Kolkata.</p> <p>MSME/NSIC Unit (Registration should be valid up to the tender validity period) for the BOQ items are exempted from submitting EMD. Copy of NSIC certificate need to be submitted with bid. Application for new registration number with NSIC will not be entertained.</p>	
04.	MODE OF SUBMISSION	Offline	
05.	PLACE OF SUBMISSION	The Braithwaite Burn And Jessop Construction Co. Ltd. 27, R. N. Mukherjee Road, Kolkata – 700 001	
06.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	15.02.2018
		Start Date of Bid Submission	15.02.2018
		End Date for Bid Submission	28.02.2018 by 15.00 Hrs.
		Date of opening of Technical Bid	28.02.2015 by 16.00 Hrs.
		Date of opening of Financial Bid	To be notified.

(A. Neogi)
DGM (P-V)

INSTRUCTION TO THE BIDDERS

1.0 SUBMISSION OF BID –

All the pages of the tender document to be signed with Company's seal by the bidders. The rates in the appropriate space in the BOQ should be properly filled, both in figures and words. No overwriting, using of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry to be signed and sealed with Company's seal. In the event of any difference between figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender. Tenders to be submitted in two parts:-

a) **TECHNO-COMMERCIAL & PRICE PART:** The Techno-Commercial & Price Part will consist of -

i) **QUALIFICATION CRITERIA OF THE BIDDER**

Documentary evidence satisfying the Qualification Criteria (QC) should be provided as part of Technical Bid. Any bidder not meeting QC, bid will be rejected.

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

- (a) Earnest Money amounting to **Rs.5,000/-** (Rupees five thousand only) in the form of Banker's Cheque/ Demand Draft drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata.
- (b) GST Registration Certificate
- (c) Copy of PAN CARD
- (f) Signed copy of tender documents of BBJ
- (g) Copy of relevant documents/ experience certificate showing past experience in respect of work as per eligibility criteria at Clause 2.0 of Special Conditions of Contract.

ii) **PRICE-PART -**

Properly filled up BILL OF QUANTITY (BOQ-1) duly sealed and signed.

c) 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.

2.0 Conditional tenders may be rejected and no additional clause will be entertained.

3.0 The successful bidder shall not sub-contract the selling and support procedure for the entire duration in BBJ.

4.0 "Goods & Service Tax" 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.

5.0 **VALIDITY OF TENDER: – 90 (ninety)** days from the date of opening of tender or for a further period if mutually accepted.

7.0 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 corresponding change in the value of contract.

- c) Postpone or extend the above mentioned date, split and distribute the work among more than one contractor without assigning any reason what so ever.
- 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 bids sent by post.
- f) BBJ shall not be liable for any expenses incurred by bidder in preparation of 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 to his bid, BBJ reserves the right to reject such application.

SPECIAL CONDITION OF CONTRACT

1.0 **DEFINITIONS AND INTERPRETATION:**

In this Tender Document, as hereinafter defined, the following words and expressions shall have the meaning as under:

- 1.1 **"Employer"** shall mean Braithwaite Burn And Jessop Construction Company Limited (BBJ) having its registered office at 27, Rajendra Nath Mukherjee Road, Kolkata – 700001.
- 1.2 **"Project"** shall mean execution of various works related to erection of proposed Executive Chamber at 2nd Floor of BBJ's Registered Office.
- 1.3 **"Engineer"** shall mean an Engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purposes of the contract.
- 1.4 **"Contractor"** shall mean the person, firm or company, who enters into contract with the Employer and shall include the Contractor's personal representative, executors, administrators, successors and permitted assigns.

2.0 **DETAILED SCOPE OF WORK**

- 2.1 Execution of various works related to erection of proposed Executive Chamber at 2nd Floor of BBJ's Registered Office.
- 2.2 Providing, and executing the work as per BOQ/Abstract of Cost at **Annexure-A**.
- 2.3 Making necessary arrangement at site to ensure all safety and security of site personnel, Plant & Machineries, material etc.
- 2.4 Arranging necessary inspection and getting the subject work approved by BBJ's Authorized Representative
- 2.5 Supervision of entire project.
- 2.6 Supply of all materials, tools & tackles, labour etc.

3.0 **ELIGIBILITY:**

- 3.1 The bidder must have adequate past experience of work of similar nature, the documentary evidences of which need to be furnished along with tender document.
Note: Similar job shall erection of Office Chamber.
- 3.2 The contractor/ firm should own sufficient construction equipment for proper timely execution of work. The bidder applicant should submit details of the same along with the bid document.
- 3.3 The contractor/ firm should have sufficient number of Technical and Administrative employees for the proper execution of contract. The bidder should submit details of the same along with the bid document.

4.0 **EARNEST MONEY DEPOSIT (EMD):**

Earnest Money amounting to **Rs.5,000/-** (Rupees five thousand only) in the form of Banker's Cheque/ 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 tenderer 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 bid shall be rejected. EMD will be converted to Security Deposit and will be kept till completion of Defect Liability Period for the successful bidder. For unsuccessful bidders, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

5.0 **DATE OF COMMENCEMENT:**

The date of commencement will be considered the date of issue of Letter of Award (LOA) or Work Order, whichever is earlier.

6.0 COMPLETION SCHEDULE:

The Contractor has to start mobilizing plant, machinery, manpower at site so that work can be started within **03 (three) days** from the date of LOA/Order. The entire project to be completed in all respect within a time frame of **15 (fifteen) days** from the date of commencement as stated above. This includes the Mobilization Period. The contractor shall be responsible for proper completion of structures, workmanship, liability for defects during the period of execution. In the event of failure on the part of the contractor to rectify the defects/maintain the building as aforesaid, the same may without prejudice to any other right available to it in law be rectified by the employer for an on behalf of the contractor and at the cost and expenditure of the contractor. The employer shall have the right to deduct on set off the expenses incurred by it in rectifying the defects/ maintaining the project as aforesaid from or against any amount due and payable or becoming due and payable by the employer to the contractor under this agreement or any other contract whatsoever. The date of completion shall be calculated from the date of issue of completion certificate as furnished by the Engineer-in-Charge of the project on behalf of the Employer. The contractor shall send completion report with drawings and maintenance schedules to the office of the Employer in writing within a specific period.

6.1 EXTENSION OF COMPLETION PERIOD:

If there is delay for reasons not attributable to the bidder, BBJ, upon receipt of written request from the bidder may extend the Completion time as suitable and fit reasonable to BBJ. No extra claim other than granting suitable extension of time of delivery of bidder will be entertained in such cases of time extension being granted.

7.0 INSPECTION & TESTING:

Inspection of Work will be done by BBJ's Authorized Representative and the bidder is required to get the work passed through BBJ's Authorized representative.

8.0 MEASUREMENT:

Irrespective of whatever written in this tender documents, measurement of works for payment will be as per approved Drawings of BBJ.

9.0 QUANTITY VARIATION:

Order quantity may vary +/- 15%.

10.0 CLAIM/EXTRA WORKS:

- 10.1 No claim will be tenable in case there is delay in providing facilities/ services/ supply by BBJ.
- 10.2 In case any extra works are to be carried out by the bidder as per instructions of BBJ, the rate of the same will be derived:
- (a) From the rate of the existing similar items;
 - (b) In case no similar items are available in the contract, from existing market cost followed by an overhead and profit of 10%.
 - (c) However, BBJ's decision for the above will be final and binding on the bidder in this regard.

11.0 NATURE OF CONTRACT:

This contract will be treated as "Item Rate Contract".

12.0 SECURITY DEPOSIT

The Earnest Money of the successful bidder shall be retained towards Security Deposit to facilitate the due and faithful fulfilment of the contract and shall be released on completion of Maintenance Period.

13.0 DRAWINGS & SPECIFICATIONS:

BBJ reserves the right to alter/ modify the design/ drawing/ specification to suit to their condition. If due to change in design/ drawing/ specification, there is any increase/ decrease in items/ quantities or both, payment will be made only for actual work and certified by BBJ's authorized representatives.

14.0 MAINTENANCE PERIOD:

The bidder shall fully guarantee all workmanship in scope of his work to perform strictly in accordance with the specifications. The workmanship shall be free from all defects. Should any workmanship not perform as intended or should workmanship prove defective within a period of **06 (six) months** from the date of completion of the work, the work shall upon notification of deficiency/ defect be promptly rectified by the bidder to the satisfaction of 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 at the bidder's risk and cost.

15.0 RATE

The bidder must submit their rate in "**item wise**" strictly as per Bill of Quantities BOQ of this tender document. The price must be firm during the tenure of this contract & 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.

16.0 TAXES & 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 procurement of materials for execution of contract.

17.0 GOODS AND SERVICE TAX (GST)

17.1 Without prejudice to stipulation in the tender, 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 no GST-TDS is applicable. If the same is applicable in future, 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.

18.2 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.

19.0 RUNNING ACCOUNT BILLS:

1st & Final Bill for work done to be submitted along with relevant documents. Bill(s) as mentioned above are to be submitted at BBJ-HO and the payments will be made from BBJ Head Office at Kolkata.

20.0 PAYMENTS

20.1 **100%** (one hundred percent) against RA bill within 15 (fifteen) days from the date of submission of clear bill duly certified by BBJ's Authorized representative.

20.2 Statutory deductions shall be made at source.

21.0 MATERIALS

(a) Supply by Contractor

(i) It is contemplated that all the construction material required for the work shall be arranged by contractor for incorporation in the work.

(ii) All materials supplied by the contractor according to the contract conditions shall be subject to inspection and passing by the Engineer or his representative from time to time. The contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection, the Engineers will have the liberty subsequently to inspect the materials that does not conform to specification and no claim or compensation on the account will be entertained. The rejected materials shall be removed by the contractor from the site at his own cost.

(b) No construction materials will be supplied by the Employer in this contract.

22.0 PRICE VARIATION:

This is a fixed rate contract and no price variation/ adjustment on any account is admissible during the tenure of the contract including extended time, if any, granted by BBJ. PRICE SHALL REMAIN FIRM FOR THE ENTIRE PERIOD OF WORK.

23.0 IDLE CHARGES:

NO IDLE CHARGES for Labour, Plant, Establishment etc. is tenable under this contract for whatsoever the reasons be.

24.0 SUB-LETTING:

The bidder shall not sub-let any part of the job as detailed in the Scope of Work of this tender document. In case it is felt absolutely necessary, the same may be allowed subject to prior written approval from BBJ.

25.0 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.

26.0 REJECTION/ REPLACEMENT:

Notwithstanding the fact that the materials have been duly inspected. The bidder shall arrange for free replacement/ rectification of rejected/ defective items, if any, detected during execution of work at project site, on receipt of our written advice to that effect. The replacement of the components shall be made within 15 (fifteen) days from the date of our advice, failing which, we reserve the right to purchase the said quantity from other sources at bidder's cost. Collection of rejected materials from our Stores and delivery of replacement supplies at our Works will be at bidder's cost and responsibility. If the rejected materials are not removed from our premises within a reasonable period, we will dispose the same off without any notice to bidder.

27.0 ARBITRATION

In the event of any questions arising out of the Contract or ancillary/ incidental as to the terms and conditions of it or relate to any matter for execution and/or performance of the contract, the same shall in-so-facto be referred to the appropriate Authority and the interpretation made by the said authority shall be final and binding upon the parties. Notwithstanding the above, should there be any, disputes or differences by and between the parties arising out of anything under the contract, the same shall within 30 days of its occurrence first be referred to the said authority for conciliation and/or determination by the said authority. If the findings of the said authority should be acceptable by parties to the contract as communicated in writing within the next following 30 days of making reference to it. Nevertheless, the parties at their sole option shall within the next following 30 days choose to refer or cause the matter to be referred to the Arbitrator of Person in writing, whereupon the appropriate Authority shall within two weeks hence take steps for appointment of Arbitrator of Person from amongst the officers whether or not connected in the matter and the same shall be communicated in writing to the parties making reference within the next following two weeks and the same shall be final and binding upon the parties. The Arbitrator shall enter into the reference by appropriate notice of communication to be served or cause the said notice to be served upon the parties summoning the respective parties to attend the proceedings at the date time and venue. The proceedings of Arbitration shall be at per with the Arbitration and Conciliation Act 1996 as amended up to date. Jurisdiction of the matter shall be within the appropriate Courts of Kolkata. Acceptance of Order/ LOI of the concerned agency shall be deemed to be the Free Consent given by party under the law towards execution of these covenants of contract under the Contract of Arbitration.

28.0 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.

29.0 TERMINATION OF CONTRACT:

If the bidder fails to complete the total work/ supply as per requirement and within the stipulated completion period, BBJ reserves the right to cancel the order, either in part or full as the situation demands and get the work done by deploying other agency/ agencies by issuing first seven days and then 48 hours' notice. Additional cost if incurred shall be recovered from the bidder's bill.

30.0 JURISDICTION OF COURT

The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

(A Neogi)/DGM(P-V)

ANNEXURE-I

FORMAT

CERTIFICATE

(ON COMPANY LETTER HEAD)

REF.:

DATE:

SUB: _____

REF.: BBJ WORK ORDER NO. DATED

This is to certify that we have complied with all the Statutory Obligation for our workmen engaged for the subject work which includes payment of Minimum Wages, P.F. & E.S.I. contribution and other benefits as per prevailing Labour Laws and other Statutes/Rules in the State of WEST BENGAL.

We hereby indemnify our employer M/s. The Braithwaite Burn & Jessop Construction Company Limited regarding compliance of all Statutory requirement of Labour Laws as stated above. M/s. The Braithwaite Burn & Jessop Construction Company Limited will have no responsibility in this regard.

(Authorized Signatory)

Signature with Office Seal