

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)

PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 -3961

E-MAIL: info.bbjconst@bbjconst.com

Website:- www.bbjconst.com

NIT/BBJ/M&P/D-3065/SPARES CORNER DRILL/3132/G-10-2024

8th February, 2024

Offers/Bids under two – bid system (i.e. Techno-Commercial Part & Price Part) are invited from the Original Manufacturer (i.e. Fuji Tools India) and or their valid Authorized Dealers/Distributors or Reputed Suppliers those have experience in supplying of Spares related to any type and make of Drill Machines or supplying of any type and make of Drill Machines. The terms and conditions are detailed hereunder :

i.	SCOPE OF THE WORK/SUPPLY	Spare Parts required for “Fuji” make Corner Drill Machine (Type: F-32 RCR)
ii.	DESCRIPTION AND QUANTITY	As detailed in “Scope of Work/Supply”/Bill of Quantity (BOQ). Bidder should quote the rate for all items of Bill of Quantity (BOQ).
iii.	DELIVERY PLACE	At The Braithwaite Burn and Jessop Construction Co. Ltd.(A Govt. of India Enterprise), Plot No.: 99, Chimmalagi Part-1, Dist: Vijayapura, Almatti, Karnataka-586201. BBJ GST No. 29AAACT9760B1Z8.
iv.	DELIVERY PERIOD	Within 30 days from the date of placement of order.
v.	EARNEST MONEY DEPOSIT (EMD)	Rs.25,000.00 (Rupees twenty five thousand only) in the form of Demand Draft/ Pay Order/NEFT/RTGS in favour of “ <u>THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.</u> ” payable at KOLKATA. Micro and Small Enterprises (MSES) Units will be waived from submitting EMD subject to submission of Declaration of the UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP/GeM Portal.
vi.	SECURITY DEPOSIT	Not Applicable
vii.	RATE PER UNIT	Quoted rate(s) of the participated bidder(s) should be inclusive of delivery chages up to delivery place as stated above and also inclusive of GST. Quoted/Offered rate(s) will be firm and final up to completion of last delivery period.
viii.	SPLIT TING OF TOTAL ORDER QUANTITY.	Not applicable.
ix.	REVERSE AUCTION	Not applicable.
x.	DOCUMENTS TO BE SUBMITTED BY THE EACH BIDDER	(a). Copy of GST Registration Certificate; (b). Copy of PAN Card; (c). BBJ NIT (ATC) - Additional Terms & Conditions -except Price Part with stamp and sign on each pages; (d). Copy of Valid Dealership Certificate/Authorization Letter (applicable only for Authorized Dealers/Distributors) issued by Fuji Tools India and or (e). Copy of Self Declaration on Official Letter Head being Original Manufacturer i.e. Fuji Tools India or (f). Copy of Purchase Orders with Co-related Tax Invoices related to supply of Spares of any type and make of Drill Machines / supply of any make and capacity of Drill Machines, issued by Govt. Deptt/Smi Govt. Deptt/Govt. of India Enterprise/Reputed Private Organizations.
xi.	MODE OF SUBMISSION	Online through Government e-Marketplace System (GeM) – https://gem.gov.in

तपस सेन/(Tapas Sen)

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सहायक अधिकारी (सामग्री एवं क्रय)/ Assistant Officer(M & P)

INSTRUCTION TO TENDERERS

1.0 MODE OF SUBMISSION OF BID:-

Any eligible bidder/tenderer/contractor (as per tender criteria) those are enrolled and registered with the Government e-Procurement System, through logging on to <https://gem.gov.in>, may submit their Bid online through e-Tendering System of GeM Portal – <https://gem.gov.in>.

Tender Document to be digitally signed by the bidders/tenderers/contractors with their official seal. The rates in appropriate space in the **Bill of Quantity (BOQ- A&B)** should be properly filled in. Tenders to be submitted in **TWO PARTS**.

Hard copy of the uploaded/submitted Bid (Only Technical Part) to be submitted to this office physically alongwith the EMD (if mentioned in Bid).

2.0 Bids will be in TWO 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-1 : Techno-commercial Bid & EMD (if mentioned in Bid)
- (ii) Part-2 : Price Bid

Incomplete tenders submitted with qualified conditions(s) at variance with Instruction to Tenderers/ General Terms & Conditions are liable to be rejected summarily.

3.0 Only the techno-commercially acceptable Tenderers/bidders/contractors 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 GeM Portal.

4.0 Any deviation of your Bid/Offer/Quotation will be treated as cancelled.

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

- (i) Copy of GST Registration Certificate;
- (ii) Copy of PAN CARD;
- (iii) BBJ Tender – **ATC** (Additional Terms & Conditions)- **except Price Part** with stamp and sign on each pages;
- (iv) Copy of valid/renewed Dealership Certificate / Authorization Letter issued by M/s. Fuji Tools India and

or

Copy of Self Declaration on Official Letter Head being Original Manufacturer i.e. Fuji Tools India

or

Documents supporting to “**Eligibility Criteria**” as per **Clause No. 2** of Special Condition of Contract;

Copy of relevant Purchase Orders with Co-related Tax Invoices / Experience Certificate / Completion Certificate showing Past Experience in similar works;

“**SIMILAR WORKS**” Means:- Supply of Spares of any make & type of Drill Machines / supply of any make & capacity of Drill Machines.

- (v) **EMD amounting to Rs.25,000.00**(Rupees twenty five thousand only) in the form of Pay Order/Demand Draft/NEFT/RTGS drawn in favour of “**THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED**”, payable at Kolkata. **Scanned copy to be uploaded in portal and instrument to be submitted physically along with the other documents.**

PRICE-PART :-

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

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- i) Bidder shall take into account all costs including unloading at the location of purchaser, cartage etc. for giving delivery of material at site(s) before quoting the rates. In this regard no claim what so ever shall be entertained.
 - ii) The price quoted in financial bid shall be firm and shall be inclusive of delivery charges up to delivery place and GST. Any variation in the taxes, duties, levies etc. till completion of contract/supply shall be to the bidder's account.
 - iii) No extra payment shall be paid on account of any discrepancy in nomenclature of items. The Bidder shall seek clarifications if any before submitting the tender.
 - iv) No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained till supplies are completed to the designated location(s).
- 5.0** Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.
- 6.0** EXEMPTION FOR MICRO & SMALL ENTERPRISES:
Micro and Small Enterprises (MSES) Units will be waived from submitting EMD subject to submission of Declaration of the UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP/GeM Portal.
- 7.0** VALIDITY OF TENDER: – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.

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 accepted by BBJ.

2. ELIGIBILITY CRITERIA :-

The bidder shall enclose/upload the copy of relevant Purchase Orders with Co-related Tax Invoice(s) in connection with supply of Spares of any make & type of Drill Machines / supply of any make & capacity of Drill Machines in any Govt. Deptt/ Semi Govt. Deptt/Govt. of India Enterprise/Reputed Private Organizations.

3. SCOPE OF WORK / SUPPLY :

As per attached "Annexure-A"

4. DELIVERY PLACE :-

At The Braithwaite Burn and Jessop Construction Company Limited (A Govt. of India Enterprise), Plot No.:99, Chimmalagi Part-1, Dist: Vijayapura, Almatti, Karnataka-586201. BBJ GST Registration No.: 29AAACT9760B1Z8.

5. DELIVERY PERIOD :-

Within 45 days from the date of placement of order.

6. RATE:

The bidder must submit their offer strictly as per **Bill of Quantities(BOQ)** of this tender document.

The bidder must quote their rate(s) as per Bill of Quantity (BOQ) which will be inclusive of delivery charges up to delivery place as stated above and also inclusive of GST.

The price must be firm during the tenure of this contract/completion of total supply and no escalation on any account will be allowed.

7. BILL TO :

At The Braithwaite Burn and Jessop Construction Company Limited (A Govt. of India Enterprise), Plot No.:99, Chimmalagi Part-1, Dist: Vijayapura, Almatti, Karnataka-586201. BBJ GST Registration No.: 29AAACT9760B1Z8.

8. GUARANTEE :- If the supplied item(s)/quantity is found defective, the defective item(s)/quantities is/are to be replaced by the supplier at their risk and cost.

9. EARNEST MONEY DEPOSIT (EMD) :-

Deposit of EMD amounting to **Rs.25,000/-** (Rupees twenty five thousand only) may be made in the form of Pay Order/ Demand Draft/ 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 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 Techno-Commercial bid shall be rejected. EMD will be converted to Security Deposit and will be kept till completion of contract period/maintenance Period/Supply/Guarantee Period/Defect Liability Period for the successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

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Bank Details for NEFT/ RTGS:

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.
Bank Name: STATE BANK OF INDIA
Branch: DALHOUSIE SQUARE (CALCUTTA)
Bank Address: 2, B. B. D. BAGH (EAST), KOLKATA – 700 001 (W.B.)
Bank Account No.: 11175160292
Bank Account Type: Current
IFSC Code: SBIN0001401

PS: In case of EMD submitted through NEFT/ RTGS, necessary documents need to be uploaded in Custom Bid under GeM Portal along with the bid.

10.0 SECURITY DEPOSIT:-

For successful tenderer, Earnest Money Deposit(EMD) will be converted into Security Deposit and will be retained by BBJ till successfully completion of contract period/maintenance period/supply/guarantee period/defect liability period without any interest. On receipt of formal application from the awarded tenderer for releasing the EMD, BBJ will release the amount after completion of contract period.

Micro and Small Enterprises (MSES), 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 order, otherwise order will be cancelled and withdrawn. The tenderer will be debarred from participating in future bid for a period of 01(one)year the date of ORDER.

If, the successful bidder not able to perform their work/service/supply within stipulated time/period after receiving of Order, in that cases their EMD/Security Deposit will be forfeited.

11. PAYMENT TERMS:

Full Payment will be made within 45(forty five) days from the date of delivery and submission of clear bill / Tax Invoice with receipted challan duly certified by site.

12. GOODS AND SERVICE TAX (GST) :

- i) The successful bidder shall be liable to pay all applicable taxes [**including Goods and Service Tax (GST)**] or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, as applicable, separately in the bill/ invoice/ debit/ credit notes. Successful bidder shall quote their GST Identification No. (GSTIN) in all its bills/invoices/ debit/credit notes.
- ii) The successful bidder has to provide a proper invoice/ debit/ credit notes bearing QR Code wherever applicable in the form and manner prescribed under rules of the GST Act/ rules containing all the particulars mentioned therein. In the event the successful bidder fails to provide the invoice/debit/credit notes in the form and manner prescribed under GST, then in the event of such non-compliance of the GST Act/Rules, the successful bidder shall be liable to indemnify for any losses to the Company.
- iii) The successful 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.
- iv) The successful bidder shall upload/ submit/ report all supply invoices/ debit/ credit notes details in the form of prescribed statements/returns on the GSTN portal on or before the prescribed due dates date as per GST act/rules. The successful bidder shall pay the balance payable GST amount against supplies made to the Company on a monthly basis within due date from the appointed date regularly. Successful bidder shall reconcile the differences/ mismatches in submissions on GSTN portal if any before submission of their final monthly return.

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- v) The successful bidder shall issue a credit note or debit note (if any) with reference to an original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from the Company and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. Successful bidder shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Company promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest etc. arises due to non-compliance by the successful bidder, the same shall be reimbursed by the successful bidder to the Company. In case the successful bidder disqualifies in any of the above, please note that the input tax credit (GST) shall not be available to the Company and the Company has right to hold the GST amount without any intimation until the matter get resolved and credit is available to the Company.
- vi) In the event where the input tax credit of the GST charged by the successful bidder is denied by the tax authorities to the Company, the Company shall be entitled to recover such amount from the successful bidder by way of adjustment from the next tax invoice/debit note. In addition to the amount of GST, the Company shall also be entitled to recover from the successful bidder interest along with applicable penalty imposed on the Company under GST laws. It is further agreed that in case the successful bidder fails to charge GST, if applicable, on the services/activities forming part of this agreement, at the time of raising invoices; the Company shall not be liable or responsible for reimbursing such tax, at any later date.
- vii) The Company reserves the right to change the aforesaid GST/ Tax terms and conditions as notified from time to time by Government of India or respective State Governments. It is further clarified that all payments under this agreement shall be subject to withholding taxes, if applicable.
- viii) 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.

13. **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 penalty @ 0.50% (zero decimal five zero percent) of the order value per week or part thereof, subject to a maximum of 5% (five percent) of Order value and the decision of BBJ in this respect shall be final.

14. **SUBLETTING OF WORK**

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

15. **SPLITTING OF TOTAL ORDER QUANTITY :**

Not applicable.

16. **REVERSE AUCTION :-**

Not applicable.

17. **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.

18. 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. 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

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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.

19. **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.

20. **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:

- i) Work order
- ii) Letter of Award (LOA)
- iii) Schedule of Items, Rates & Quantities
- iv) Special Conditions of the Contract (SCC)
- v) Scope of Work (SOW)
- vi) Notice Inviting Tender
- vii) Instructions to the Bidders (IB)
- viii) General Conditions of Contract

21. **IMPORTANT NOTES:**

BBJ reserves the right to:

- 21.1 To cancel/discharge the tender at any point of time/at any stage.
- 21.2 Increase/ decrease/ alter the quantity/ duration of contract period/delivery period/time of supply with corresponding change in the value of contract.
- 21.3 May ask for further qualification during techno commercial scrutiny of bids received.
- 21.4 BBJ shall not be liable for any expenses incurred by service/work/ssupply in preparation of bid irrespective of whether it is accepted or not.
- 21.5 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.
- 21.6 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/bid.
- 21.7 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.
- 21.8 The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
- 21.9 Incomplete tenders, who are not accompanied with all the required documents and conditional tenders are liable for rejection without assigning any reason thereof.
- 21.10 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.
- 21.11 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.

तपस सेन/(Tapas Sen)

सहायक अधिकारी (सामग्री एवं क्रय)/ Assistant Officer(M & P)