

**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@bbjcost.com; Website:- www.bbjconst.com

**ATC/D-1133 & 1 134/HYDRAULIC JACK/HPY/G-58-2022**

**Date: 02-July-22**

Sealed Tenders under a **Two-Part Bidding System** (i.e. Techno-Commercial Bid & Price Bid) are invited from the **Manufacturer/OEM** (i.e. **Tangee/ Vankos/ Orione**) and **their valid Authorised Dealers** for the supply of **100T Single Acting Hydraulic Jacking System with Spares etc.** for BBJ's Heavy Plant Yard, Kolkata. The description of Hydraulic Jacking System with Spares etc. and other Terms & Conditions are detailed hereunder:-

|           |                                      |                                                                                                                                                                                                                                                                                                                                                   |
|-----------|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A.</b> | <b>SCOPE OF SUPPLY</b>               | "Tangee/ Vankos/ Orione " make <b>100T Single Acting Hydraulic Jacking System with Spares etc.</b> for Heavy Plant Yard, Kolkata.                                                                                                                                                                                                                 |
| <b>B.</b> | <b>DESCRIPTION OF HYDRAULIC JACK</b> | As per the attached Technical Specifications/ BOQ.                                                                                                                                                                                                                                                                                                |
| <b>C.</b> | <b>EARNEST MONEY DEPOSIT (EMD)</b>   | <b>Rs.25,000.00</b> (Rupees twenty-five thousand only) in the form of Demand Draft/ Pay Order/ NEFT / RTGS in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD." payable at Kolkata.<br><br>MSME/ NSIC/ SSI Units will be waived from submitting EMD subject to submission of declaration of their UAM/ UDYAM number on the portal |
| <b>D.</b> | <b>MODE OF SUBMISSION</b>            | Online through <b>Custom Bid under GeM Portal.</b>                                                                                                                                                                                                                                                                                                |

(A Neogi)  
DGM(P-V)

## INSTRUCTION TO TENDERERS

### General instruction:

#### 1.0 **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"** shall mean whose tender has been finally accepted by BBJ.

#### 2.0 **MODE OF SUBMISSION OF BID:-**

Bids are to be submitted **online through Custom/BOQ Bid under GeM Portal.**

The complete tender document is 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.**

#### 3.0 Bids will be in **TWO PART**. **1<sup>st</sup> Part** will be treated as **Techno-Commercial Bid** and **2<sup>nd</sup> Part** will be treated as a **Price Bid.**

The offer/bid should comprise of:

- (i) Part-1 : Techno-Commercial Bid & EMD
- (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.

#### 4.0 Only the techno-commercially acceptable tenderers will get the intimation of the 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.

#### 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 **TECHNO-COMMERCIAL PART (PART- 1):**

The Techno-Commercial Part will consist of:-

##### (i) **PRE-QUALIFICATION CRITERIA OF THE BIDDERS**

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 Price Bid will not be opened.

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

- (a) Copy of GST Registration Certificate;
- (b) Copy of PAN CARD;
- (c) **Earnest Money** 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.** MSME/NSIC/SSI Units will be waived from submitting Earnest Money subject to submission of Declaration of their UAM/ UDYAM number on GeM Portal.

- (e) Digitally signed copy of Tender Documents.
- (f) Manufacture/ OEM and/or the Authorized Dealer of "Tangee/ Vankos/ Orione" will be eligible to participate in the bid.
- (g) Copy of **valid Dealership Certificate** issued by "Tangee/ Vankos/ Orione" (applicable only for valid Authorised Dealer of "Tangee/ Vankos/ Orione")

### **PRICE BID (PART-2)**

- (a) Properly filled up **BILL OF QUANTITY (BOQ)** to be **uploaded in Financial Part**;
- (b) This part must be free from any condition and all items as has mentioned in the BOQ are to be quoted. In case a partially filled-up BOQ is submitted, the entire bid shall be summarily cancelled.
  - (i) Bidder shall take into account all costs including transportation charges up to the delivery location, cartage, inspection & load testing etc. for giving delivery of materials at the site. In this regard, no claim soever shall be entertained.
  - (ii) The price quoted in the financial bid shall be firm and shall include all including GST. Any variation in the taxes, duties, levies etc. till completion of supply to the location shall be to the bidder's account.
  - (iii) No extra payment shall be paid on account of any discrepancy in the 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 alternation of the terms & conditions will be entertained till supplies are completed to the designated location.

**7.0** Incomplete tenders, that are not accompanied by all the required documents and conditional tenders are liable for rejection without assigning any reason thereof.

**8.0** BBJ reserves the right to cancel or reject any and/or all Tender/s without assigning any reasons for the same.

**9.0** 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.

**10.0** 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.

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

**12.0** BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

### **13.0 Rate:**

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

The bidder must quote their Basic Price/Unit Price which will be inclusive of cartage, inspection & load testing and delivery charges up to the site (at The Braithwaite Burn and Jessop Construction Co.

Ltd, The Braithwaite Burn And Jessop Construction Co. Ltd., Heavy Plant Yard, P-82, Taratala Road, Garden Reach, Kolkata – 700024) etc. GST (as applicable) will be inclusive as per GeM.

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

**14.0 Quantity Variation:** Quantity variation may be considered as **(+)/(-) 20%**

**15.0 Make/Brand:** Except "Tangee/ Vankos/ Orione" make, no other make/brand is acceptable.

**16.0 Validity of Offer:**

Your offer should be valid and firm for 90 days from the date of opening of the bid.

**17.0 Delivery Place:**

The Braithwaite Burn And Jessop Construction Co. Ltd.  
(A Government of India Enterprise)  
Heavy Plant Yard,  
P-82, Taratala Road, Garden Reach,  
Kolkata - 700024

**18.0 Delivery Period:** Delivery to be made within **30** (thirty) days from the date of LOA/Order whichever is earlier **with Manufacturer's Test Certificate & Guarantee Certificate.**

**19.0 Inspection & Load Testing:**

Inspection & Load Testing of the tendered items shall be carried out at the manufacturer's premises before the final dispatch of the items. The manufacturer/ OEM's certification to this must be attached during the dispatch of the material. The said load testing should be carried out with a minimum of 150MT load.

The rate for such inspection & load testing shall be borne by the successful bidder and no extra claim on this account shall be entertained.

**20.0 Payment:-**

**100%** (one hundred per cent) Payment will be made within **45 days** from completion of the entire order and submission of the bill with receipted challan duly certified by the site.

**21.0 Earnest Money Deposit:-**

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 the 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 the completion of the Maintenance Period for the successful bidder. For unsuccessful bidders, EMD shall be refunded immediately after the finalization of the tender. EMD shall be interest-free.

**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 the case of EMD submitted through NEFT/ RTGS, necessary documents need to be uploaded to CPP/GeM Portal and submitted along with the bid.

## 22.0 SECURITY DEPOSIT:

For successful bidders, Earnest Money Deposit (EMD) will be converted into Security Deposit and will be retained by BBJ till the successful completion of the contract period plus 06 (six) month thereafter without any interest. On receipt of formal application from the successful bidder for releasing the SD, BBJ will release the amount after completion of the contract period plus 06 (six) months thereafter.

MSME/NSIC/SSI units, who are exempted from submitting EMD, shall have to submit a Security Deposit of the amount equivalent to EMD in the form of Demand Draft/ Pay Order/ NEFT/ RTGS/ Bank Guarantee **within 15 (fifteen)** days from the date of receipt of LOA/ ORDER whichever is earlier, otherwise, LOA/ ORDER will be cancelled and withdrawn. The tenderer will be debarred from participating in the future bid for a period of 01(one) year from the date of cancellation/ withdrawal.

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

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

The Tenderer shall get registered with the GST authorities and the registration certificate shall be submitted along with the bid documents (techno-commercial). **A bid without a 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 the 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.

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

## 24.0 LIQUIDATED DAMAGES:

If the successful bidder causes any delay in supply as per LOA/ Order whichever is earlier by disobeying the stipulated time frame then BBJ shall have the right to charge a penalty @ 0.50% (zero decimal five-zero 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.

**25.0 SUBLETTING OF WORK/SUPPLY:**

No part of the 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.

**26.0 TERMINATION OF THE 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 all other local rules & regulations/ rules of local Govt. bodies should 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, 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.

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.

**27.0 JURISDICTION OF COURT:-**

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

**28.0 ARBITRATION:-**

In case a dispute or difference of any kind whatsoever arises out of or relates to the Contract or ancillary/incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the contract, between the parties to the Contract, it is a term of the agreement by

and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision/recommendation/interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

On the failure of the procedure prescribed above or if a party is dissatisfied with the decisions/recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by 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 that the Arbitration Proceedings shall be conducted in the 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.

## **29.0 IMPORTANT NOTES:**

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, or 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 the 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 to his bid, BBJ reserves the right to reject such application.

(A Neogi)  
DGM(P-V)