

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.
 (A Government of India Enterprise)
 27, RAJENDRA NATH MUKHERJEE ROAD
 KOLKATA - 700 001 (WEST BENGAL)
 PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961
 E-MAIL: info@bbjconst.com; WEBSITE: www.bbjconst.com

NOTICE NO.	NIT/DGM(P-V)/AN/TIE-UP/BPCL/30-2019	DATE	06.05.2019
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NOTICE INVITING PRE-TENDER TIE UP

Sealed Tenders are invited from reputed individuals/agencies for the following work:

01.	NAME OF WORK	PRE-TENDER TIE-UP WITH REPUTED, RESOURCEFUL & EXPERIENCED AGENCIES/ CONTRACTORS FOR EXECUTION OF STRUCTURAL WORKS ON BACK-TO-BACK BASIS AT KRISHNAPATNAM COASTAL INSTALLATION, ANDHRA PRADESH.	
02.	SCOPE OF WORK	AS PER SOW-1 AND BOQ-1 ;	
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS.10,000/- (RUPEES TEN 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 DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP.	
04.	EARNEST MONEY DEPOSIT	RS.20,00,000/- (RUPEES TWENTY 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 DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP. EMD AMOUNT OF THE SUCCESSFUL BIDDER WILL BE RELEASED WITHIN 30 DAYS AFTER COMPLETION OF TOTAL SERVICES WITHOUT ANY INTEREST SUBJECT TO RECEIPT OF FORMAL REQUEST FROM THE RESPECTIVE BIDDER.	
07.	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
07.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	06.05.2019
		Document download Start Date	06.05.2019 - 10:00 HRS
		Start Date of uploading of bid document	08.05.2019 - 10:00 HRS
		End Date for uploading of bid document	11.05.2019 - 17:00 HRS
		Date of opening of Technical	13.05.2019 - 11:00 HRS
		Date of opening of Financial	To be notified later

(A. NEOGI)
DGM(P-V)

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

IB-1

INSTRUCTION TO THE BIDDERS

1.	SUBMISSION OF BID: Tenders to be submitted in TWO PARTS: -
a)	<u>TECHNO-COMMERCIAL PART:</u> The techno-Commercial will consists of the following:
i)	<u>TENDER DOCUMENT EXCLUDING BOQ:</u> The tender documents issued to the tenderers duly signed and sealed in each page EXCLUDING BILL OF QUANTITIES.
ii)	<u>TECHNO COMMERCIAL PART:</u> The Techno Commercial Part should contain the following documents, which to be submitted with the offer: - (a) Copy of GST Registration Certificate (b) Copy of PAN (c) Copies of relevant document (prequalification etc.) as per the Original Bid document of BPCL (System ID: 55617 & CRFO NO: 1000328157), enclosed along with the tender. (d) Copy of relevant documents (technical/financial)/ experience certificate showing past experience in respect to Original Bid Document of BPCL as referred above" and to be read in conjunction with SCC Cl. 2.0. (e) Audited Balance Sheet and Profit & Loss A/c along with IT Return for last three FY ending 31st March, 2018
b)	<u>PRICE-PART:</u> The price bid will be opened based on techno commercially acceptable bidders.
2.	Conditional tenders and/or tenders with deviations may be rejected and no additional clause will be entertained.
3.	The hardcopy of tender is to be submitted in a sealed cover and super scribed with Tender Reference, Due Date marked for Dy. General Manager (P-V), THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, R.N. Mukherjee Road, Kolkata-700 001 (W.B.).
4.	BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of work to more than one agency/agencies without assigning any reason whatsoever. No claim will be entertained on account of this.
6.	All duties, taxes, fees and other levies (excluding GST) are payable by the Agency under the contract or any other cause shall be included in the quoted prices.
7.	<u>LANGUAGE</u> Bids and all accompanying document shall be in English. In case any accompanying documents are in other language, it shall be accompanied by an English translation. The English version shall prevail in matter of interpretation.

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INSTRUCTION TO THE BIDDERS

8.	<u>PAST EXPERIENCE:</u> The tenderers must submit relevant documents/ experience certificate showing similar experience as per the detailed "Scope of Work".
9.	<u>VALIDITY OF TENDER:</u> – 90 (NINETY) days or for a further period if mutually accepted.
10.	<u>COMPLETION TIME:</u> - The entire work in all respect should be completed AS PER COMPLETION PERIOD DETAILED IN ORIGINAL BID DOCUMENT OF BPCL.
11.	<u>CURRENCIES OF BID AND PAYMENT:</u> The Tenderer shall submit his price bid/ offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

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SOW-1**SCOPE OF WORKS**

- 1.0 Pre-Tender tie up with experienced, reputed, & resourceful Agencies / Contractors for execution of Structural Works on Back-to-Back basis at Krishnapatnam Coastal Installation, Andhra Pradesh
- 1.1 The scope of work broadly includes the following
- (a) Earthwork
 - (b) PCC 1:3:6 & 1:4:8,
 - (c) RCC M30
 - (d) HYSD Reinforcement Fe 500
 - (e) Structural Steelwork
 - (f) Electro forged Gratings
 - (g) Supply & Fixing of Foundation Bolts
 - (h) Galvanized Sheets
 - (i) Granty
 - (j) Platform
 - (k) Rainwater pipe
 - (l) Brick Masonry
 - (m) Plastering etc.

Details of the same are mentioned in BOQ-1.

The bidder must quote considering the provisions as per the Principal Client's tender document (System ID: 55617 & CRFQ NO: 1000328157), available in the authority's website as well as BBJ's website.

The bidder has to fulfill all the formalities, obligations, conditions, specifications etc. in line with Principal Client's bid condition in case of association during execution stage.

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SCC-1**SPECIAL CONDITION OF CONTRACT****1.0 DEFINITIONS:**

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, Rajendra Nath Mukherjee Road, Kolkata - 700 001.
- (b) The **"TENDER"** shall mean the proposal submitted by the Tenderer/ Bidder in response to BBJ's Notice of Invitation to this Tender Document.
- (c) The **"ORDER"** shall mean a written Purchase Order issued by BBJ.
- (d) The **"AGENCY/CONTRACTOR"** shall mean the person, firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.
- (e) The **"PRINCIPAL CLIENT"** shall mean M/s. Bharat Petroleum Corporation Ltd.

2.0 ELIGIBILITY CRITERIA:

THE BIDDER MUST FULFILL 50% OF THE ELIGIBILITY CRITERIA (TECHNICAL, FINANCIAL, ETC.) OF THE ORIGINAL BID DOCUMENT OF THE PRINCIPAL CLIENT.

The bidder must submit relevant documents/ experience certificate as per the Original Bid document of the Principal Client.

2.3 Earnest Money Deposit:

Earnest Money amounting to **Rs.20,00,000/-** (Rupees twenty lakh only) may be made in the form of NEFT/ RTGS/ Demand Draft/ Banker's Cheque 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.

For successful bidder, EMD will be converted into initial Security Deposit and will be kept till completion of contract and completion of Defect Liability Period. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free. In case of MSME (since waived of from submission of EMD) they shall have to submit Security Deposit of the amount equivalent to EMD before submission of bid to the principal client.

3.0 ADDITIONAL SPECIAL CONDITION:

The bidder has to fulfill all the formalities, obligations, conditions, specifications in line with Principal Client's bid condition in case of association during execution stage.

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SCC-2**SPECIAL CONDITION OF CONTRACT****4.0 COMMENCEMENT & COMPLETION OF WORK**

The work shall commence from the date of "Award of Work" by Principal Client and subsequent confirmation from BBJ by the way of LOI/ Order, whichever is earlier. Entire order to be completed as per mutually agreed time schedule of Principal Client.

4.1 EXTENSION OF DELIVERY PERIOD:

If there is delay for reasons not attributable to the tendered items, BBJ, upon receipt of written request from the Agency/Contractor may extend the Milestone/ Completion time as suitable and fit reasonable to BBJ, upon receipt of back-to-back approval from Principal Client. No extra claim (including escalation) of Agency/ Contractro will be entertained in such cases of time extension being granted.

5.0 RATE

4.1 The agency must submit their offer strictly as per Bill of Quantities ("BOQ-1") of this tender document in **ITEM-RATE basis** and the quoted rates shall be valid till completion of the work. The bidder must quote the rates inclusive of all other taxes & duties, etc. (excluding GST) for the items mentioned in BOQ. Income Tax and other statues, if any, as per norm will be deducted at source from each RA bill.

The rate shall be inclusive of detailed works as described above (ref. "SOW-1/BOQ-1") to make the entire project complete and functional, as per requirement of the client, including all changes/ modifications/ revisions etc. required during execution of the work as per site condition etc. It shall also charge for vetting of drawings, incidental charges, whatsoever, during the entire period of the Contract. Nothing extra shall be payable over the accepted rates.

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.

6.0 TAXES & DUTIES:

The contractor 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.

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SCC-3**SPECIAL CONDITION OF CONTRACT****6.1 GOODS AND SERVICE TAX (GST)**

6.1 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 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 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.

6.2 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.

7.0 PAYMENT TERMS:

The payment shall be made from our office in the following manner:

Payment shall be released within 30 (thirty) days from the date of submission of clear bill & acceptance thereof and as per Client's Bid condition. Payment shall be released after receipt of corresponding payment from the Principal Client.

Statutory deductions shall be made at source.

8.0 RETENTION MONEY & SECURITY DEPOSIT:

Retention Money and Security Deposit shall be as per the bid document of Principal Client as available at authority's bid document enclosed herewith.

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SCC-4**SPECIAL CONDITION OF CONTRACT****9.0 DEFECT LIABILITY PERIOD:**

The Agency fully guarantees 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 as stipulated by Principal Client, the work shall upon notification of deficiency/ defect be promptly rectified by the vendor to the satisfaction of BBJ/ Principal Client or any Inspection Agency nominated by BBJ/ Principal Client without any delay and at no extra cost to BBJ. If the vendor 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 vendor's risk and cost.

10.0 CONFIDENTIALITY OF DOCUMENTS

The Agency shall treat all documents, specifications, drawings and contents therein as private and confidential.

11.0 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 vendor directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

12.0 INSPECTION OF WORKS

BBJ and/or Principal Client's representatives or Engineer-In-Charge will have full power and authority to inspect the works at work shop or site, at any time and the agency shall afford or provide for Engineer-In-Charge every facility and assistance to carry out such inspection. The Agency shall at all times during the usual working hours and all other times at which reasonable notice of the intention of Engineer-In-Charge or his representative to visit the works shall have been given, the agency's representative duly accredited in writing, be present for the purpose.

12.0 LIQUIDATED DAMAGE

Liquidated Damages shall be as per the bid document of Principal Client as available at the original bid document.

13.0 PRICE VARIATION

No price-variation of any kind will be allowed in this contract under any circumstances. Price shall remain firm for entire scope of work.

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SPECIAL CONDITION OF CONTRACT

14.0 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.

16.0 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.

17.0 TERMINATION OF CONTRACT:

If the contractor/agency failure to complete the total work/ 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 supplier's bill and EMD & SD-PG will be forfeited.

19.0 IMPORTANT NOTES;

19.1 BBJ reserves the right to:

19.1.1 Accept or reject any bid received at its discretion without assigning any reasons whatsoever.

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SPECIAL CONDITION OF CONTRACT

- 19.1.2 Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- 19.1.3 Postpone or extend the above mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
- 19.1.4 May ask for further qualification during techno commercial scrutiny of bids received.
- 19.1.5 BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- 19.1.6 BBJ shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- 14.1.7 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.
- 14.1.8 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)