

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: bbj@india.com ; info.bbjconst@bbjconst.com
Website :- www.bbjconst.com

NIT/BBJ/M&P/D-3061/SAFETY ITEMS/3134/G-43-2022

09.05.2022

Tenders under Two – Part Bidding System (i.e. Techno-Commercial Bid & Price Bid) are invited through GeM Portal from the Manufacturers/Authorised Dealers/reputed Suppliers in connection with supply of different type of safety items which are required for Londa Miraz Site,Karnataka. The details of safety items and other terms & conditions are mentioned hereunder .

A.	SCOPE OF THE WORK/SUPPLY	Supply of Safety Items as under :- (a). Half Body Safety Belt Harness with MTC; (b). Safety Jacket
B.	DESCRIPTION AND QUANTITY	As per attached Scope of Work/ BOQ- A
C.	DELIVERY PERIOD	Within 30 days from the date of Order.
D.	DELIVERY PLACE	At The Braithwaite Burn and Jessop Construction Co. Ltd.(A Govt. of India Enterprise), Rly. Br. No. 184, Vill + PO: Kudachi, Taluka:Raibag, Dist:Belgaum, Karnataka, Pin:591311.
E.	RATE PER UNIT	Rate should be inclusive of delivery charges up to delivery place and GST.
F.	EARNEST MONEY	Not applicable.
G.	DOCUMENTS TO BE SUBMITTED/ UPLOADED WITH BID	(a). Copy of GST Registration Certificate; (b). Copy of PAN Card; (c). BBJ Tender Documents (except Price Part) to be sealed & signed.
H.	MODE OF SUBMISSION	Online through Custom Bid under GeM Portal

(Tapas Sen)
Supervisor(M&P)

INSTRUCTION TO THE BIDDERS

1.0 SUBMISSION OF BID :-

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

Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the **BOQ-A** should be properly filled in. Tenders to be submitted in **TWO PARTS**.

(A). TECHNO COMMERCIAL PART :-

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

- (a) Copy of GST Registration Certificate;
- (b) Copy of PAN CARD;
- (c) Sealed & Signed copy of Tender Documents (**except Price Part**).
- (d) The tenderer/biderer must give a Declaration with their offer (as per enclosed format, marked as **ANNEXURE-A**), that the item will be delivered by the tenderer/bidder as per specific item with specific specifications, mentioned in the tender, if, awarded, and rates quoted accordingly. Afterwards, no claim for other make/ brand and increase of rate shall be accepted by BBJ on any ground.

(B). PRICE-PART :-

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

- 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 include 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).

2.0 EXEMPTION FOR MICRO & SMALL ENTERPRISES:

- i) MSME/ NSIC/ SSI units will be waived from submitting Tender Fee & EMD (**if any**) subject to submission of declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.
- ii) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given following benefits: -
 - a) Issue of Tender Set free of cost
 - b) Exemption from payment of Earnest Money Deposit
- iii) Firms registered with NSIC under its "Single Point Registration Scheme".
(Exemption will apply only to items/ services indicated under description of work/ supplies / services & value up to which the firms are registered with NSIC).
To obtain the above benefits, firms should necessarily submit signed copy of valid Registration Certificate issued by NSIC. **Firms who are in the process of obtaining NSIC Registration will not be considered for the benefits.**

- 3.0 **Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.**
- 4.0 **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. SCOPE OF WORK/SUPPLY :-

- (A) Half Body Safety Belt Harness with Single Life Line 1.8mtrs., anchoring hook Type as per specification conforming to IS:3521 with MTC = **50 Nos.**
Make/Brand:- "Karma" / "Unicare" / "Intech" / "NEO" / "UDYOGI" / "Duco Plus" / any other ISI marked.
- (B) Safety Jacket as per following specification :- =**100 Nos.**
Florescent colour with 50mm Glass Bead reflective tape in 2 vertical and 2 horizontal forms in front and back side. The vest will be having front opening Pattern in "V" shaped neck design, as per IS:5809:2008, reaffirmed 2013, high visibility warning.
Make/Brand:- "NEO" / "UDYOGI" / "INTECH" / "SMB" / any other ISI marked.

3. DELIVERY PLACE :-

At The Braithwaite Burn and Jessop Construction Co. Ltd.(A Govt. of India Enterprise), Rly. Br. No. 184, Vill + PO:-Kudachi, Taluka :-Raibag, Dist:- Belgaum, Karnataka, PIN:- 591311.

4. DELIVERY PERIOD :-

DELIVERY TO BE COMPLETED WITHIN **30 DAYS** FROM THE DATE OF ORDER.

5. RATE:

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

The bidder must quote their rates as per BOQ-A **which will be inclusive of delivery charges up to Delivery Place and GST.**

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

Notes:

The award of the order or rejection of the bidder'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 bidder whose tender is not accepted shall not be entitled to claim any cost/ charges or expenses incidental to or incurred by the bidder through or in connection with the preparation and submission of the Tender/Offer to BBJ and in this regard the sole discretion of BBJ shall be final. BBJ also

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

6. PAYMENT TERMS:

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

7. GOODS AND SERVICE TAX (GST)

- i) The **quoted price shall be inclusive of Goods and Service Tax (GST)**. The GST as legally leviable & payable by the successful bidder under the provisions of applicable law/ act shall be paid extra by BBJ as per successful bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services. HSN code must be provided by the bidder in BOQ.
- ii) The bidder shall get registered with the GST authorities and their registration certificate shall be submitted along the bid documents (techno commercial). **Bid without GST number (in the name of the Bidder) shall be cancelled.**
- iii) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the 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.
- iv) Bidder shall raise their tax invoice in regular interval as per order terms & conditions and uploaded their supply invoice in GSTN Portal through GSTR-1 return within 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.

8. 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.

9. 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.

10. 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.

11. 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

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड

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 expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

12. 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.

13. 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 quantity /job description/ scope of work with corresponding change in the value of contract.
- (iii) Postpone or extend the above-mentioned date, split and distribute the work/supply among more than one bidder without assigning any reason what so ever.
- (iv) May ask for further qualification/clarification 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 bidder for delivery of materials or during 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 to his bid, BBJ reserves the right to reject such application.

Tapas Sen
Supervisor (M&P)

DECLARATION OF THE TENDERER/BIDDER
ANNEXURE - A

Ref:- Tender No.....

Dated

To

The Braithwaite Burn And Jessop Construction Company Limited
(A Govt. of India Enterprise)
27, R.N.Mukherjee Road,
Kolkata-700 001

1. I/We, the undersigned have examined and agreed the above mentioned Tender Document. We now offer to supply the item(s) as under and quoted our rates accordingly in our financial bid.

Description of Items :-

- (A). Half Body Safety Belt Harness with Single Life Line 1.8mtrs., anchoring hook Type as per specification conforming to IS:3521 with MTC
Make/Brand:- "Karma" / "Unicare" / "Intech" / "NEO" / "UDYOGI" / "Duco Plus" / any other ISI marked.

Make/Brand :-

(To be mentioned by the Tenderer/Bidder)

Manufactured by :-

(To be mentioned by the Tenderer/Bidder)

- (B). Safety Jacket as per following specification :-
Florescent colour with 50mm Glass Bead reflective tape in 2 vertical and 2 horizontal forms in front and back side. The vest will be having front opening Pattern in "V" shaped neck design, as per IS:5809:2008, reaffirmed 2013, high visibility warning.
Make/Brand:- "NEO" / "UDYOGI" / "INTECH" / "SMB" / any other ISI marked.

Make/Brand :-

(To be mentioned by the Tenderer/Bidder)

Manufactured by :-

(To be mentioned by the Tenderer/Bidder)

2. If our tender is accepted, we undertake to perform the service/supply in accordance with the specifications, make/brand and terms & conditions in the Tender Document.
3. The information/documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage.
4. If, I/We, deliberately give any wrong information in my declaration to create circumstances for the acceptance to my bid, BBJ reserves the right to reject my bid/offer without assigning any reason thereof.

(Signature with Official Seal)

(Name and Designation)

(Name of Tenderer)

Date :.....

Place :

Tenderer

BBJ

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड