

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED

(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

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e-TENDER NO.	eNIT/DGM(P-V)/AN/PAINT/D-2874/2153/ 2151/60-2021	DATE	16/09/2021
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NOTICE INVITING e-TENDER

e-Tenders under **two-part bidding system** (i.e. Tech no-Commercial & Price Bid) are invited from reputed Paint Manufacturer/Authorised Dealer who are technically & financially capable for supplying of Paints as per "**Scope of work**"/"**BOQ**" and who will fulfil the Qualifying Requirements (QR) given under are eligible to quote against the above NIT:

01.	NAME OF THE WORK	SUPPLY OF ALUMINIUM PAINT (IS:2339) FOR GADAG HOTGI & LONDA-MIRAJ DOUBLING PROJECT SITE. OFFERS ARE TO BE RECEIVED ONLY FROM THE FOLLOWING MAKE MANUFACTURERS OR ITS AUTHORISED DEALERS:- (A) JENSON & NICHOLSON PAINTS (B) BRITISH/BURGER PAINTS (C) SHALIMAR PAINTS	
02.	QUANTITY	AS PER BILL OF QUANTITY (BOQ)	
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
04.	EARNEST MONEY DEPOSIT (EMD)	RS. 25,000.00 (RUPEES TWENTY FIVE THOUSAND ONLY) IN THE FORM OF DEMAND DRAFT/PAY ORDER 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 THEIR UDYOG AADHAR MEMORANDUM (UAM) ON CPPP.	
05.	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT OF CPPP, NIC	
06	Date & Time Schedule:	Date of Publishing NIT & Tender	16.09.2021
		Document download Start Date	16.09.2021- 10:00 HRS
		Start Date of uploading of bid docum	22.09.2021- 10:00 HRS
		End Date for uploading of bid	27.09.2021- 15:00 HRS
		Date of opening of Technical Bid	28.09.2021- 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(A.Neogi)
DGM(P-V)

INSTRUCTION TO TENDERER

01	<u>REGISTRATION OF CONTRACTOR</u> Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging onto https://eprocure.gov.in/eprocure/app .
02	<u>DIGITAL SIGNATURE CERTIFICATE (DSC)</u> Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token.
03	<u>SUBMISSION OF BID:</u> Bids to be submitted online through e-Procurement system of CPPP. Tender document 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:
a)	<u>TECHNO-COMMERCIAL PART:</u> The techno-Commercial will consists of the following:
i)	<u>TENDER DOCUMENT EXCLUDING BOQ</u> The tender documents duly digitally signed EXCLUDING BILL OF QUANTITIES to be uploaded in the e-Procurement portal.
ii)	<p>(a) PRE QUALIFICATION CRITERIA OF THE BIDDER Documentary evidence satisfying the Pre-Qualification Criteria (POC) should be provided as part of Technical Bid. Any bidder not qualifying POC criteria will be rejected and price bid will not be opened. The Techno Commercial Part should contain the following documents, which to be submitted/ uploaded with the offer:</p> <p>(b) Earnest Money Deposit & Tender Fee Tender Document Fee (NIL & Earnest Money Deposit (₹ 25,000/-) 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. MSME/ NSIC/ SSI units will be waived from submitting Tender Fee/ EMD subject to submission of declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP. Scanned copy to be uploaded in portal and instrument to be submitted physically along with the other documents within due date for submission of bid.</p> <p>(c) Documents as per eligibility criteria. (d) Copy of Authorized Dealer Certificate; (e) Copy of GST Registration Certificate. (f) Copy of PAN CARD (g) Shelf life; (h) Covering area with DFT; (i) Digitally signed copy of tender documents (j) Copy of acknowledgement of filling of GSTR-1 and GSTR-3B for current financial year up to the previous month of tender. (k) Copy of relevant documents/experience certificate showing past experience in respect to Clause no. 1.0 of "SCC-1".</p>
b)	<u>PRICE-PART: -</u> Properly filled up BILL OF QUANTITY (BOQ) duly digitally signed to be uploaded in Financial part.
4	Conditional tenders shall be straightway rejected and no additional clause will be entertained.

5	BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of supply to more than one agency/agencies without assigning any reason whatsoever. No claim will be entertained on account of this.
6	The tender is to be uploaded in e-Procurement portal and hardcopy of EMD & Tender Fee to be submitted within due date to Dy. General Manager(P-V), THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED, 27, R.N. Mukherjee Road, Kolkata-700 001 (W.B.).
7	VALIDITY OF TENDER: – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.

DGM(P-V)

SPECIAL CONDITION OF CONTRACT**SCC-1****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/ Transporter/ 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/SUPPLIER"** shall mean the person, firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.
- (e) **"SUCCESSFUL BIDDER/SUPPLIER"** whose tender has been accepted by BBJ.

2.0 Eligibility Criteria:

- 2.1 **Proof of supply of Aluminium Paints (IS:2339) (Order Copies and work completion certificate/supported with Invoice/certified bill copy to be appended) to Government Organization/ PSUs within last 07 (Seven) years must be submitted with the bid.**
- 2.2 **Copy of acknowledgement of filling of GSTR-1 and GSTR-3B for current financial year up to the previous month of tender.**
- 2.3 Bid document should be neatly typed. The Bidder should sign and stamp on each page of the bid document. Overwriting is not allowed.
- 2.4 Any information furnished by the bidder subsequently found to be incorrect would render the bidder in-eligible for the present bid and will be debarred from bidding or taking up any work with BBJ in future.
- 2.5 **Earnest Money Deposit:**

Deposit of Earnest Money amounting to Rs. 25,000/- (Rupees Twenty five thousand only) may be made in the form of Pay Order/ 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 bidder withdraws their offer within validity period of their offer or fails to undertake the work 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 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.

SPECIAL CONDITION OF CONTRACT**SCC-2****3.0 SCOPE OF WORK:**

Detailed as per BOQ.

4.0 DELIVERY SCHEDULE

Total quantity to be delivered in 03 (Three) phases as per time to time requirement of site within 12 (Twelve) months from date of Purchase Order/ LOA.

5.0 DELIVERY LOCATION -

- (A) The Braithwaite Burn And Jessop Construction Co. Ltd.
C/O, DyCE/con2/UBL, Railway Bridge No. 125
Gokak road railway station road. Via Konnur. District Belgaum. Karnataka.
PIN 591307
- (B) The Braithwaite Burn And Jessop Construction Co. Ltd.
Bridge No. 8, Hole alur, 1km from Hole alur Railway Station, Behind Kalmeswara
Vidya Samity, Dist - Gadag, Karnataka - 582203
- (C) The Braithwaite Burn And Jessop Construction Co. Ltd.
Bridge No. 63, Krishna Bridge, Adjacent to Krishna Dam, N.H.13. Almatti,
Dist - Vijayapur, Karnataka - 586201.

6.0 VARIATION IN QUANTITIES:

Variation will be within \pm 50% of the ordered quantity.

7.0. INSPECTION & TESTING:

Manufacturer's Test Certificate & by BBJ/ South Western Railway/ South Western Railway's Approved Agency.

The following aspects may be noted in this regard:

- a) In addition to above, random samples of the Paints shall be collected by BBJ/ South Western Railway/ South Western Railway's Approved Agency for Third Party Testing by NABL accredited Laboratory at any stage to confirm the fulfilment of the acceptance criteria.
- b) In case of rejection of Paints at any stage by any of the above inspection agencies, the defective lot/lots of Paints must be replaced by the supplier by a fresh lot for further inspection and testing by the inspection agency nominated by BBJ within a reasonable time without any extra cost to BBJ. Inspection and test report clearing this replacement lot with acceptable test results as per relevant IS codes and confirming all the requirements must be submitted before dispatch. Inspection certificate shall not absolve the supplier from replenishing defective Paints at any stage.
- C) Inspection Charges will be reimbursed by BBJ at actual on submission of all the relevant documentary evidences along with bill against delivery, subject to acceptance of the lot by the inspection agency.

SPECIAL CONDITION OF CONTRACT**SCC-3****8.0 EXTENSION OF COMPLETION PERIOD:**

If there is delay for reasons not attributable to the agency, BBJ, upon receipt of written request from the agency may extend the Milestone/ Completion time as suitable and fit reasonable to BBJ. No extra claim (including escalation) of bidder will be entertained in such cases of time extension being granted.

9.0 PAYMENT TERMS: Within 45 days after receipt of clear bill/invoice.**10.0 SECURITY DEPOSIT:**

The Earnest Money deposited by the Agency along with the tender will be retained by the BBJ as Security Deposit. MSME/ NSIC/ SSI units, 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 LOI/LOA, otherwise LOI/LOA will be cancelled and withdrawn. The bidder will be debarred from participating in future bid for a period of 01 (one) year the date of LOI/LOA.

11.0 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:

- 1) Purchase order
- 2) Letter of Award (LOA)
- 3) Schedule of Items, Rates & Quantities
- 4) Special Conditions of the Contract (SCC)
- 5) Scope of Work (SOW)
- 6) Notice Inviting Tender
- 7) Instructions to the Bidders (IB)

12.0 LIQUIDATED DAMAGE:

If the successful bidder fails to complete the entire work within the stipulated period, 0.5% of order value will be deducted from bill for per week delay subject to a maximum of 5% of the total order value.

13.0 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 for which the present successful bidder herein shall be liable to pay all the incidental & extra cost to BBJ.

SPECIAL CONDITION OF CONTRACT**SCC-4**

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 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.

14.0 TIME EXTENSION:

If the supplying part or full quantity is delayed due to reasons not attributable to the bidder, extension of time without L. D. may be permitted as per the discretion of BBJ. However, for such extension the bidder has to apply with valid and authentic reasons prior to expiry of delivery time. However, if the delay in supply is attributable to the bidder then L.D. clause as per CL. NO. 10 will be implemented.

15. BBJ reserves the right to award different BOQ items (s) on different parties. Work in hand of bidders will be considered while placing the order.

16. SUBMISSION OF INVOICE:

The invoice raised by the supplier for the supply carried out in a particular month should reach BBJ-Head Office within 5th of the next month e.g. invoice for transport in Dec-20 must reach BBJ-Head Office, Kolkata by 5thJan-21.

17. RATE

The vendors must submit their offer strictly as per Bill of Quantities. **The bidder must quote the Basic Rate including all other taxes & duties (excluding GST, which will be extra as applicable) and delivery charges at site for the items mentioned in BOQ.** The price must be firm during the tenure of this contract and no escalation on any account will be allowed.

SPECIAL CONDITION OF CONTRACT**SCC-5****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.

18.0 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.

19.0 GOODS AND SERVICE TAX (GST)

- 20.1** Without prejudice to 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 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 by the Government. 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.

20.2 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.

SPECIAL CONDITION OF CONTRACT**SCC-6****21.0 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 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.

22.0 QUALITY:

Following to be mentioned for each type of Paint:-

- a) Shelf life.
- b) Covering area with DFT.

23.0 Manufacturing date of the paints should not be more than 01 (one) month old at the time of delivery.

SPECIAL CONDITION OF CONTRACT**SCC-7****24.0 IMPORTANT NOTES;**

BBJ reserves the right to:

- 24.1** In the event of failure on the part of the bidder/ contractor to complete the job within the reasonable period of time as decided by the Purchaser, the purchaser reserves the right to get the job done by other Agency/ Agencies as per the order and invoke EMD.
- 24.2** Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- 24.3** Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- 24.4** Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
- 24.5** May ask for further qualification during techno commercial scrutiny of bids received.
- 24.6** BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- 24.7** BBJ shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- 24.8** 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.
- 24.9** 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.
- 24.10** Supplier will stand guarantee for the quality supplied item. If the supplied quantity found defective, the defective quantity to be replaced by the supplier at their risk and cost.
- 24.11** Quoted rate should inclusive of all taxes and Delivery charges at our Site except Goods & Service Tax.

(Animesh Neogi)
Dy. General Manager (P-V)