

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/AN/PAINT/2140/3121/74-2017

DT. 10/11/2017

27, RAJENDRA NATH MUKHERJEE ROAD  
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e-TENDER NO.	eNIT/DGM(P-V)/AN/PAINT/2140/3127/74-2017	DATE	10/11/2017
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**NOTICE INVITING eTENDER**

**E-Tender** under **two-bid system** (i.e. "Techno-Commercial Part" & "Price Part") are invited from reputed Paint Manufacturer/Authorised Dealer as per the technical specifications and details given in "**Scope of Work**"/ "**BOQ-1**" for our Manipur Project as per details hereunder:

01.	NAME OF THE WORK	<b>SUPPLY OF PAINTS REQUIRED FOR METALIZING AND PAINTING WORK AT GANGA BRIDGE SITE MUNGER (BIHAR) FOR MANIPUR PROJECT WORK. OFFERS ARE TO BE RECEIVED ONLY FROM THE FOLLOWING PAINTS MANUFACTURERS OR THEIR AUTHORISED DEALERS:-</b> (A) BERGER PAINTS (B) SHALIMAR PAINTS (C) ASIAN PAINTS (D) JENSON & NICHOLSON (E) KANSAI NEROLAC PAINTS
02.	QUANTITY	AS PER BOQ-1
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	<b>Rs.1,000/-</b> (Rupees one thousand only) in DD/ BANKER'S CHEQUE/ PAY ORDER IN THE NAME OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD." PAYABLE AT KOLKATA. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMISSION OF TENDER FEE.
04.	EARNEST MONEY DEPOSIT	An amount of <b>Rs.1,00,000/-</b> (Rupees one lakh only) to be submitted with individual offer, as EMD amount, in form of Demand Draft or Pay Order in favour of "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" payable at "Kolkata".  <b>For existing supplier(s)</b> , the EMD amount may be adjusted from their passed bill(s) amount, subject to submission of their written declaration with their offer in connection with adjustment of their EMD amount.  <b>For Unsuccessful bidders</b> , EMD amount will be refunded after completion of award of the contract/order to the successful bidder, without any interest.  <b>For successful bidder</b> , EMD amount will be retained for 30 (Thirty) days after completion of total supply/work without any interest. EMD amount will be released, subject to receipt of written request from the bidder,

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		<p>without any interest.  <b>The Units registered with National Small Industries Corporation (NSIC) are exempted from payment of EMD subject to:-</b>                  (a) The NSIC Registration Certificate till remains valid up to the date of validity quotation.                  (b) The bid is accompanied with a copy of valid NSIC Registration Certificate.                  (c) Photocopy of application for registration to NSIC, for renewal of NSIC, will not be acceptable. Such offers will be treated as offers received without EMD.</p>	
05	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
06	Date & Time Schedule	Date of Publishing NIT & Tender Documents	<b>10/11/2017</b>
		Document download Start Date	<b>11/11/2017 - 10:00 HRS</b>
		Start Date of uploading of bid document	<b>27/10/2017 - 10:00 HRS</b>
		End Date for uploading of bid document	<b>11/12/2017 - 15:00 HRS</b>
		Date of opening of Techno - Commercial Bid	<b>12/12/2017 - 15:00 HRS</b>
		Date of opening of Financial Bid	<b>To be notified later</b>

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**INSTRUCTION TO THE BIDDERS**

<b>01</b>	<p><b><u>REGISTRATION OF CONTRACTOR</u></b> Any contractor willing to take part in the process of e-Tendering will have to be enrolled &amp; registered with the Government e-Procurement system, through logging on to <a href="https://eprocure.gov.in/eprocure">https://eprocure.gov.in/eprocure</a>.</p>
<b>02</b>	<p><b><u>DIGITAL SIGNATURE CERTIFICATE (DSC)</u></b> Each bidder must possess an appropriate Class-II or Class-III Digital Signature Certificate (DSC) for submission of tender through CPPP as aforesaid. Otherwise, in case of non-availability, bidder is required to obtain the same from the approved service provider of the National Information's Centre (NIC) on payment of requisite fees details of which are available at the Web Site stated in Clause 2 of Guideline to bidder for submission of the bid. DSC is given as a USB e-Token.</p>
<b>03</b>	<p><b><u>SUBMISSION OF BID:</u></b> Bids to be submitted online through e-Procurement system of Central Public Procurement Portal (CPPP) (<a href="https://eprocure.gov.in/eprocure">https://eprocure.gov.in/eprocure</a>). <b>Tender document Fees and Earnest Money Deposit (EMD) to be submitted physically before opening of the tender.</b> Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the <b>BOQ</b> should be properly filled in. Tenders to be submitted in <b>two parts</b>:</p>
a)	<p><b><u>TECHNO-COMMERCIAL PART</u></b> The techno-Commercial part will consist of-</p>
i)	<p><b><u>ELIGIBILITY CRITERIA:-</u></b> <b><u>PRE QUALIFICATION &amp; ELIGIBILITY CRITERIA OF THE BIDDER</u></b> Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of Technical Bid. Any bidder who is not qualifying as per PQ Criteria will be rejected and price bid will not be opened. The bidder must be submitted followings stamped with official sealed &amp; signed:- 1. Copy of Authorized Dealer Certificate; 2. Copy of GST Registration Certificate; 3. Copy of PAN Card; 4. The bidders experience and past experience on supplies for last 3 years (Order Copies &amp; work completion certificate to be appended) as per BOQ. 5. Shelf life; 6. Covering area with DFT; 7. <b>Proof of supply of similar Paints items to Government Organization/ PSUs within last 3 (three) years must be submitted with the bid.</b></p>
b)	<p><b><u>PRICE-PART:</u></b> Properly filled up BILL OF QUANTITY (BOQ) duly digitally signed to be uploaded in Financial Part.</p>
<b>04</b>	<p><b><u>LANGUAGE</u></b> 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.</p>

<b>05</b>	<b>The Bidder must fill the Schedule of Rate (vide BOQ-1) with the appropriate column being duly filled in, digitally signed and sealed to be uploaded.</b>
<b>06</b>	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
<b>07</b>	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.
<b>08</b>	All duties, taxes, fees and other levies payable by the supplier under the contract or any other cause shall be included in the quoted prices.
<b>09</b>	<p><b>Important Notes;</b>                      BBJ reserves the right to:</p> <ul style="list-style-type: none"> <li>a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.</li> <li>b) Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.</li> <li>c) Postpone or extend the above mentioned date, split and distribute the work among more than one contractor without assigning any reason what so ever.</li> <li>d) May ask for further qualification during techno commercial scrutiny of bids received.</li> <li>e) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.</li> <li>f) BBJ shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.</li> <li>g) 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.</li> <li>h) 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.</li> </ul>
<b>10</b>	The successful bidder shall not sub-contract the selling a support procedure for the entire duration in BBJ.
<b>11</b>	<b>Validity of Tender – 90 (ninety) days</b> from the date of opening of tender or for a further period if mutually accepted. BBJ reserves the right to ask for the extension of validity, if any.

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**CHECK LIST**

<b>SL No</b>	<b>DESCRIPTION</b>	<b>DOCUMENTS</b>
1.	<b>TECHNO-COMMERCIAL PART</b>	To be submitted online through e-Procurement system.
(a)	<b>Eligibility Criteria</b>	<p>Bidder who meets all the Pre-Qualification Criteria (POC) given in the tender document, will be eligible to participate in bidding.</p> <p>Any bidder not qualifying on POC criteria will be rejected and price bid will not be opened.</p> <p>The bidder must submit online through followings document:-</p> <ol style="list-style-type: none"> <li>1. <b>Copy of Authorized Dealer Certificate;</b></li> <li>2. Copy of GST Registration Certificate;</li> <li>3. Copy of PAN Card;</li> <li>4. The bidders experience and past experience on supplies for last 3 years (Order Copies &amp; work completion certificate to be appended) as per BOQ.</li> <li>5. Shelf life;</li> <li>6. Covering area with DFT;</li> <li>7. <b>Proof of supply of similar Paints items to Government Organization/ PSUs within last 3 (three) years must be submitted with the bid.</b></li> </ol>
(b)	<b>Cost of tender Document (Non Refundable)</b>	NIL
(c)	<b>Earnest Money Deposit</b>	<p>An amount of <b>Rs.1,00,000.00</b> (Rupees one lakh only) in form of Demand Draft or Pay Order in favour of "THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED" payable at "Kolkata".</p> <p><b>For existing supplier(s)</b>, the EMD amount may be adjusted from their passed bill(s) amount, subject to submission of their written declaration with their offer in connection with adjustment of their EMD amount.</p> <p><b>Unsuccessful bidders</b> will be refunded the Earnest Money Deposit after completion of award of the contract to the successful bidder, without any interest.</p> <p><b>For successful bidder</b>, EMD amount will be retained for 30(Thirty) days after completion of total supply/ work without any interest. EMD amount will be released, subject to receipt of written request from the bidder, without any interest.</p>
(d)	<b>Tender Document excluding BOQ-1</b>	To be uploaded digitally signed.
2.	<b>PRICE PART</b>	Properly filled up <b>BILL OF QUANTITY (BOQ)</b> duly digitally signed to be uploaded in Financial Part.
(a)	<b>Bill of Quantity (BOQ)</b>	The rates to be filled up in figure for BOQ, duly digitally signed by the bidder.

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**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 & Jessop Construction Company Limited having its registered Office at 27, R. N. Mukherjee Road, Kolkata - 700 001.
- b) The "**TENDER**" shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Dealer/ Agency/ Manufacturer 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 "**TENDERER/ BIDDER**" shall mean the person, firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.

**2. SCOPE OF WORK:**

AS PER BOQ-1

**3. VARIATION IN QUANTITIES:**

Variation will be within  $\pm$  25% of the ordered quantity.

**4. SPLITTING OF SCOPE OF SUPPLY**

BBJ reserve the absolute right to split the SCOPE OF SUPPLY in respect of QUANTITY among the Techno-commercially qualified bidders as per BBJ's requirement and decision. However, in such case, the ratio will be 60%:40% between L1:L2 bidders, if L2 bidder matches the rate, terms and conditions of L1 bidder.

If it is divided between three parties, the ratio will be 50%:30%:20% between L1:L2:L3 bidders, if L2 & L3 bidders match the rate, terms and conditions of L1 bidder. However, any party will not have any claim towards reduction of such quantity from their scope of supply and such splitting of Scope of Supply will be done at Negotiated Lowest Accepted Rate only.

Ordered quantity will be reviewed periodically by BBJ and considering the status of production and supply of Paints, quantities may be revised/reduced as per BBJ's requirement to suit the project work. BBJ's decision in this regard will be final and binding on the supplier(s) and no claim will be entertained on this account.

**5. INSPECTION:**

Samples of any material(s) supplied by the paint manufacturer/ supplier shall be got tested at the manufacturer/ supplier's cost in any recognized laboratory preferably NABL approved laboratories.

The paint manufacturer/ supplier shall submit the test certificates of primers & paints as mentioned above. The testing shall be done from Govt. approved laboratories/ Institutions. N.F Railway reserves the right to get the primer/ paint samples tested from any Govt. approved lab/ institutions, as and when required at manufacturer/ supplier's cost.

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In addition to the test certificate obtained from the paint manufacturer/ suppliers for conformity sake, all paints, primers etc shall be got tested from the NABL approved labs. Proper record of all such test results shall be maintained.

A copy of the same to be given to client/ N.F Railway as well. Test results of the manufacturer/ supplier and that of the lab should match with each other. In case of major difference, matter has to be investigated. Decision of the N.F Railway shall be final in this regard.

The manufacturer/ supplier shall furnish to BBJ/ N.F Railway, the date of manufacture of paint as certified by the manufacturers with the necessary container markings and test certificates for paints & primers conforming to relevant IS Codes.

**The following aspects may be noted in this regard:**

- a) In addition to above, random samples of the Paints shall be collected by BBJ(QA) and/or N.F. Railway and/or their Authorized Representative for Third Party Testing at any stage to confirm the fulfilment of the acceptance criteria.
- b) In case of rejection of Paints at any stage of inspection & testing by any of the above inspection agencies, the defective lot/lots of Paints must be replaced by the supplier with a fresh lot for further inspection and testing within a reasonable time, without any extra cost to BBJ.
- c) Inspection and test report clearing this replacement lot with positive test results and confirming all the requirements must be submitted before dispatch.
- d) Inspection charges during shall be borne by the Agency only.
- e) Inspection certificate shall not absolve the supplier from replenishing defective Paints at any stage.
- f) Delivery to be made alongwith Manufacturer's Test Certificate.

**6. FIRM PRICE:**

Your rate shall remain firm and shall not attract escalation due to any reason and the price will be valid till 12 (twelve) months from the date of order or completion of supply whichever is earlier.

**7. PAYMENT TERMS:**

Payment will be released after the paint is passed for quality checking by external agency fixed by BBJ and within 30 days after receipt of clear bill along with supporting document.

**8. 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.

**9. GOODS AND SERVICE TAX (GST)**

9.1 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 no GST-TDS is applicable. If the same is applicable in future, 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.**

**9.2 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.

**10. DELIVERY PLACE:**

Delivery to be made at "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" Ganga Bridge Site, Near Lal Darwaja, Munger, Bihar - 811 201.

**11. DELIVERY PERIOD:**

Total quantity to be delivered in 04 (four) phases as per time to time requirement of site within 12 (Twelve) months from date of Purchase Order/LOI. Minimum deliverable quantity in each phase shall be 25% of total quantity.

**12. GUARANTEE:**

Supplier will stand guarantee for the quality supplied item. If the supplied Qty. found defective, the defective quantity to be replaced by the supplier at their risk and cost.

**13. DELIVERY PERIOD EXTENSION:**

If there is delay for reasons not attributable to the Supplier, BBJ upon receipt of written request justifying such delay from the Supplier, may extend the Delivery period as suitable and fit reasonable to BBJ. No extra claim of supplier will be entertained in such cases of time extension.



**14. LIQUIDATED DAMAGE:**

If the Transporter fails to complete the job within stipulated transit 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.

**15. TERMINATION OF CONTRACT:**

If the supplier/party failure to complete the total work/ supply/ service 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/EMD/SD etc.

**16. QUALITY:**

Following to be mentioned for each type of Paint:-

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

**17. 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.

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

**19. ARBITRATION:**

In the case of dispute arising between the Employer and Contractor related to any matter arising out of or connected with this Contract, such dispute shall be referred to the Arbitral Tribunal consisting of 03 (three) arbitrators, one each to be appointed by the Employer and Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrators, upon the request of either or both parties, the presiding arbitrator shall be appointed by the President, Institution of Permanent Way Engineers (India), New Delhi. The Indian Arbitration and Conciliation Act, 1996 the rules there under and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings;

If one of the parties fails to appoint its arbitrators in pursuance of para (1) above, within 60 days after receipt of the notice of the appointment of its arbitrators by the other party, the Secretary General of the Permanent Court of Arbitration, The Hague or The President, Institution of Permanent Way Engineers, India, New Delhi shall appoint the Arbitrator. A certified copy of the Secretary General's order or The President, Institution of Permanent Way Engineers, India, New Delhi order, as the case may be, making such an appointment shall be furnished to both the parties. Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The decision of the majority of arbitrator shall

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be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

**20. SITE ADDRESS:**

The Braithwaite Burn And Jessop Construction Co. Ltd.  
Ganga Bridge Site, Near Lal Darwaja, Munger, Bihar – 811 201.

**(A NEOGI)  
DGM(P-V)**