

**THE BRAITHWAITE BURN & 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)/RAW MATERIALS/PLATES-SEC/2140-2150-2151/49-2018	Date	20.12.2018
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**NOTICE INVITING e-TENDER**

E-Tender under **two-bid system** (i.e. "Techno-Commercial Part" & "Price Part") are invited from eligible vendors for or supply of Structural Steel (Plates & Sections) as per the technical specifications and details given in "**Scope of Work**" / "**BOQ-1&2**", at our Manipur Project, Mizoram Project and Karnataka Project as per details hereunder:

01.	<b>NAME OF WORK</b>	<b>Procurement of Structural Steel Plates and Sections for (a) BBJ Manipur Project (b) BBJ Mizoram Project and (c) BBJ Karnataka Project</b>	
02.	<b>QUANTITY</b>	As per BOQ-1 & BOQ-2	
03.	<b>COST OF TENDER DOCUMENT (NON-REFUNDABLE)</b>	Nil	
04.	<b>EARNEST MONEY DEPOSIT (EMD)</b>	RS. 1,00,000/- (RUPEES ONE LAKH ONLY) IN THE FORM OF DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. EXISTING SUPPLIERS MAY ADJUST THE EMD FROM THEIR PENDING BILLS. MSME/ NSIC/ SSI UNITS WILL BE WAIVED FROM SUBMITTING EMD SUBJECT TO SUBMISSION OF DECLARATION OF THEIR UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP.	
05.	<b>MODE OF SUBMISSION</b>	ON LINE THROUGH E-PROCUREMENT OF CPPP, NIC	
06	<b>Date &amp; Time Schedule:</b>	Date of Publishing NIT & Tender Documents	<b>21.12.2018</b>
		Document download Start Date	<b>21.12.2018 - 10:00 HRS</b>
		Start Date of uploading of bid document	<b>27.12.2018 - 10:00 HRS</b>
		End Date for uploading of bid document	<b>03.01.2019 - 15:00 HRS</b>
		Date of opening of Technical Bid	<b>04.01.2019 - 15:00 HRS</b>
		Date of opening of Financial Bid	<b>To be notified later</b>

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DGM(P-V)

**CHECK LIST**

<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>DOCUMENTS</b>
1.	TECHNO-COMMERCIAL PART	To be submitted online through e-Procurement system.
a)	Eligibility Criteria	Bidder who meets all the Pre-Qualification Criteria (PQC) given in the tender document, will be eligible to participate in bidding.  Any bidder not qualifying on PQC criteria will be rejected and price bid will not be opened.
b)	Tender Document except BOQ-1	To be uploaded digitally signed.
2.	PRICE PART	To be submitted online
A)	<b>BOQ-1</b>	The rates to be filled up in figures & words for BOQ-1 duly digitally signed by the bidder.

**INSTRUCTION TO TENDERER**

<b>01</b>	<b>Registration of Contractor</b> 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 on to <a href="https://eprocure.gov.in/eprocure">https://eprocure.gov.in/eprocure</a> .
<b>02</b>	<b>Digital Signature certificate (DSC)</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.
<b>03</b>	<p><b>SUBMISSION OF BID:</b> Bids to be submitted on line through e-Procurement system of Central Public Procurement Portal (CPPP) (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>)</p> <p>Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate pace in the BOQ should be properly filled in .Tenders to be submitted in <b>two parts:</b></p> <p><b>A) TECHNO-COMMERCIAL PART:</b> The Techno-Commercial part will consist of -</p> <p>ii) <b>EARNEST MONEY DEPOSIT</b> –As specified in this NIT. It may be noted that NSIC registration in the name of the bidder should be valid atleast till the end of validity period of the tender i.e. 90 days from the date of opening of tender or for a further period mutually accepted.</p> <p>ii) <b>PRE QUALIFICATION &amp; ELIGIBILITY CRITERIA OF THE BIDDER</b> Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of Technical Bid. <b>Any bidder not qualifying PQC criteria will be rejected and price bid will not be opened.</b></p> <p>a) The bidder should be registered in India. Copy of PAN, GST (as applicable), should be submitted.</p> <p>b) <b>ELIGIBILITY CRITERIA</b> i) <b>Should be an authorized distributor of primary steel producer SAIL, JSPL, TISCO, RINL and must submit valid proof for the same.</b> ii) <b>Proof of supply of Structural Steel items to Government Organisation/PSUs within last 3 (three) years must be submitted along with the bid.</b></p> <p><b>B)PRICE-PART -</b> Properly filled in BILL OF QUANTITY (BOQ-1) duly digitally signed to be uploaded in Financial part.</p>
<b>04</b>	Conditional tenders may be rejected and no additional clause will be entertained.
<b>05</b>	The successful bidder shall not sub-contract the selling and support procedure for the entire duration in BBJ.

<b>06</b>	GST registration certificate should be submitted and GST with HSN code to be indicated separately in the BOQ. <b>Except GST all other duties, taxes, fees and other levies payable by the Bidder under the contract or any other cause shall be included in the quoted prices.</b>
<b>07</b>	<b>VALIDITY OF TENDER: – 90 (ninety)</b> 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 Head 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 in response to BBJ's Notice of Invitation to this Tender Document.
- c) The "**ORDER**" shall mean a written Work Order issued by BBJ.
- d) The "**TENDERER/BIDDER**" shall mean the person, firm or Company (herein after called Tenderer) whose Tender has been accepted by BBJ.

**2. SCOPE OF WORK:**

**SUPPLY OF RAW MATERIAL FOR SITE (AS PER BOQ – 1&2)**

**Without GST registration in the name of the Tenderer, the Tender will be automatically cancelled.**

**Please note that L-1 shall be determined separately for BOQ-1 and BOQ-2. BBJ reserves the right to place order separately on either of the BOQ or both.**

**3. FIRM PRICE:**

Your rate shall remain firm and shall not attract escalation due to any reason such as steel price hike whatsoever in pursuance of this contract for a period of six months from the date of order.

**4. PAYMENT TERMS:**

Payment will be made within 30 days after delivery of materials along **with co-related producers invoices & mill test certificates (MTC)** and acceptance of the same. **No payment will be made without receipt of co-related invoices & MTC by BBJ against materials delivered by supplier.**

**The EMD submitted with the bid will be kept with BBJ as initial security deposit and will be released 2 (two) months after completion of delivery without any interest.**

**5. DELIVERY SCHEDULE:**

Supply should commence within 15 (fifteen) days from the date of LOA/ Order and entire delivery to be completed in phases **within 02 (two) months** from the date of LOA/ Order, whichever is earlier at our designated delivery location.

**6. DELIVERY ADDRESS:**

- (a) **Mizoram & Karnataka Project**  
The Braithwaite Burn And Jessop Construction Co Ltd  
Heavy Plant Yard  
P-82, Taratolla Road, Garden Reach  
Kolkata – 700 024  
West Bengal
- (b) **Manipur Project**  
The Braithwaite Burn And Jessop Construction Co Ltd  
Ganga Bridge Site, Munger (a/c Manipur Project)  
(Near Lal Darwaja); Distt.: Munger  
Pin – 8116 201  
Bihar

**7. TERMINATION:**

If the bidder fails to complete the total work/ supply 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. EMD/Security Deposit shall be forfeited. Additional cost if incurred shall be recovered from the bidder's bill.

**8. LIQUIDATED DAMAGE:**

If the successful bidder fail to complete the entire work within the stipulated period, **0.5%** (zero decimal five percent) of order value will be deducted from bill for per week delay or part thereof subject to a maximum of **5%** (five percent) of the total order value.

**9. INSPECTION AND TESTING:**

Mill's Test Certificates shall accompany along with each supply.

**10. Rolling Margin: +/- 2% or as specified in BIS codes as applicable.**

**11. TAXES AND DUTIES**

**The supplier 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 inforce & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by BBJ for any duties/taxes to be imposed on procurement of materials for execution of contract. 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.

**12. Goods and Service Tax (GST)**

- a) **The quoted price shall be exclusive of Goods and Service Tax (GST).** 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. HSN code must be provided by the bidder in BOQ.
- b) 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.**
- c) 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 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.**
- d) 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.

**13. INDEMNITY**

BBJ shall not be responsible for any loss or damage to any person or property that may be sustained in the course of transportation/movement of goods and all claims by any person/institution shall be settled by the supplier including loss or injury to any third party and from all liabilities resulting from negligence or default of supplier's employees or any other person in the course handling any transportation/movement of such goods.

**14. GUARANTEE/WARRANTY:**

Any complaints on quality of material shall be promptly settled and replacement, if any, shall be done free of cost. In the event of rejection/lamination are found in plates, the supplier has to make free replacement of the same immediately at their cost and arrangement.

**15. 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.

**15. NOTES TO BOQ:**

- (a) **While delivery of above items-nos. of pieces of particular item to be ensured**
- (b) **GST as applicable will be extra**
- (c) **BBJ reserves the right not to purchase any or all the items as per above BOQ and the Supplier shall not have any claim against items not purchased by BBJ.**
- (e) **Quantity variation will be considered up to (+)/(-) 50%, for items to be purchased BBJ**
- (f) **E-Way Bill will be arranged by the party, if applicable.**

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DGM (P-V)