

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
E-MAIL: info.bbjconst@bbjconst.com

Ref. No.	eNIT/DGM(P-V)/SURVEYOR/2155/3136/79-2021	DATE	31.12.2021
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NOTICE INVITING e-TENDER

Sealed Tenders under a **two-bid system** (i.e. "Techno-Commercial & Price Part") are invited from eligible bidders/ vendors for survey work as detailed in "**Scope of Work**"/ "**BOQ**", hereunder:

01	NAME OF THE WORK	LAYING & ALIGNMENT OF BRIDGE CENTRE-LINE VIS-À-VIS CHECKING OF THE SAME BY SURVEYOR TEAM WITH TOTAL STATION INSTRUMENT OF 1MM (ONE) LEAST COUNT AND 1 (ONE) SECOND ACCURACY AND FIXING OF LEVEL & CHECKING THE PEDESTAL POINTS ON EACH PIER OF BRIDGE NO.3 OVER RIVER HASDEO IN CONNECTION WITH CONSTRUCTION OF NEW B.G ELECTRIFIED SINGLE LINE BETWEEN URGHA TO KUSMUNDA IN EAST-WEST CORRIDOR OVER SOUTH EAST CENTRAL RAILWAY IN THE STATE OF CHHATTISGARH
02	SCOPE OF WORK	As Per The Detailed Scope/ BOQ
03	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
04	EARNEST MONEY DEPOSIT	₹25,000/- (Rupees twenty five thousand only) by NEFT/ RTGS/ Demand Draft/ Banker's Cheque in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata. Tender documents without EMD shall be rejected. MSME/ NSIC/ SSI units will be waived from submitting tender fees subject to submission of the declaration of Udyog Aadhar Memorandum (UAM) number on the CPPP Portal. For unsuccessful bidders, EMD will be refunded after the finalization of the Order, without any interest. For successful bidder, the above EMD amount will be converted into an initial Security Deposit and will be retained by BBJ till successful completion of the contract period.
05	MODE OF SUBMISSION	Online through e-Procurement system in CPPP at https://eprocure.gov.in/eprocure/app . Tender Fee, EMD and Other documents as uploaded are to be submitted at BBJ'S Head Office at 27, R. N. Mukherjee Road, Kolkata - 700001, West Bengal, before the opening of the technical e-bids.
06	SECURITY DEPOSIT	Earnest Money Deposit (EMD) by the successful bidder will be converted into a security deposit and will be retained by BBJ till successful completion of the contract period, without any interest

07	Date & Time Schedule	Date of Publishing NIT & Tender Documents	31.12.2021
		Document download Start Date	31.12.2021 - 10:00 HRS
		Start Date of uploading of bid document	07.01.2022 - 10:00 HRS
		End Date for uploading of bid document	13.01.2022 - 15:00 HRS
		Date of opening of Technical Bid	14.01.2022 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(A. Neogi)
DGM (P-V)

INSTRUCTION TO BIDDERS**1.0 REGISTRATION OF BIDDER**

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 <https://eprocure.gov.in/eprocure/app>

2.0 DIGITAL SIGNATURE CERTIFICATE (DSC)

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.

3.0 SUBMISSION OF BID:

Bids are to be submitted online through the e-Procurement system of CPPP Portal (<https://eprocure.gov.in/eprocure/app>). Hardcopy of the uploaded/ submitted bid (technical part) will be submitted to this office physically along with the EMD & Tender Fee.

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) TECHNO-COMMERCIAL PART:

The Techno-Commercial part will consist of -

i) PRE QUALIFICATION CRITERIA OF THE BIDDER

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of the Technical Bid. Any bidder not qualifying PQC criteria will be rejected and the price bid will not be opened.

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

- (a) Earnest Money Deposit (EMD) of ₹25,000/- need to be submitted. In case the bidder is MSME certified, the bidder should produce/upload a document supporting it.
- (b) GST Registration Certificate
- (c) Copy of Pan Card
- (d) Audited Balance Sheet & P/L for the last 03 (three) financial years ending 31st March of the previous financial year.
- (e) Downloaded Tender document (without quoting any price in Techno-commercial bid) duly signed with an official stamp on each page.
- (f) Copy of valid Trade License issued by an appropriate authority for doing surveying work.

b) PRICE PART:

Properly filled up BILL OF QUANTITY duly digitally signed to be uploaded in the Financial part. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ. HSN/SAC code must be provided against each BOQ item.

4.0 EXEMPTION FOR MICRO & SMALL ENTERPRISES:

(validity of exemption certificate should be at least up to one month beyond the validity of the bid)

- (a) MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of the declaration of UDYOG AADHAR MEMORANDUM/ UDYAM number on CPPP.
- (b) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given the following benefits:
 - (i) Exemption from payment of Tender Document Fee
 - (ii) Exemption from payment of Earnest Money Deposit
- (c) Firms registered with NSIC under its "Single Point Registration Scheme".

(Exemption will apply only to items/ services indicated under the description of work/ supplies/ services & value up to which the firms are registered with NSIC). To obtain the above benefits, firms should necessarily submit a signed copy of a valid Registration Certificate issued by NSIC. Firms that are in the process of obtaining NSIC Registration will not be considered for the benefits.

- 4.01 The following procedure is adopted for bidders of MSMEs registered with NSIC: The MSEs who intent to claim benefits under the MSME act, shall fulfil the following, otherwise, they run the risk of their bid being passed over as "INELIGIBLE" for the benefits applicable to MSEs and their bid will not be considered for evaluation.
- a) The items of Products/ Services mentioned under the NSIC certificate should be the same or similar to be tendered items (Schedule of Items of Tendered).
 - b) The monetary limit stipulated in the NSIC certificate of MSEs should be equal or more than the value of work(s)/ supply(s)/ are "in hand (progress)" awarded under MSME benefits during the financial year plus the estimated cost of this tender for availing EMD exemption.
 - c) If the monetary limit is less than the value of work(s)/ supply(s)/ are "in hand (progress)" awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain "Competency Certificate" from NSIC for participating in this tender as well as to avail MSME benefits. The completion certificate should be uploaded to the Pre-Qualification folder.
 - d) During the bid evaluation, EMD exemption shall be granted to the NSIC/ MSEs registered firm. In case the NSIC/ MSEs registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected.
- 5.0 All costs and expenses incidental to the preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
- 6.0 No deviation from the tender conditions shall be accepted. Conditional and Incomplete tenders shall be rejected and no additional clause shall be entertained. All rights reserved upon BBJ in this regard.
- 7.0 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/bidders.
- 8.0 **CURRENCIES OF BID AND PAYMENT**
The tenderer shall submit his price bid/ offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

9.0 FIRM PRICE ORDER:

The price shall remain firm till completion of work as per order including modification thereof and no claim for variation in quantities, labour & materials prices etc will be entertained.

10.0 All duties (including GST), taxes, fees and other levies payable by the successful bidder under the contract or any other clause shall be included in the quoted prices.

11.0 VALIDITY OF TENDER

90 (ninety) days 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.

12.0 Bidders are requested to get themselves enrolled/ registered in BBJ's vendor registration system at <https://bbjconst.in> for the generation of vendor code and upload the same along with the bid document.

13.0 ORDER OF PRIORITY OF 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:

- a) Work order
- b) Letter of Award (LOA)
- c) Schedule of Items, Rates & Quantities
- d) Special Conditions of the Contract (SCC)
- e) Technical Specifications (TS)
- f) Scope of Work (SOW)
- g) Drawings
- h) Relevant Codes & Standards
- i) Notice Inviting Tender
- j) Instructions to the Bidders (IB)
- k) General Conditions of Contract

14.0 IMPORTANT NOTES:

BBJ reserves the right to:

- a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- b) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- c) Postpone or extend the above-mentioned date, split and distribute the work among more than one contractor without assigning any reason whatsoever.
- d) May ask for further qualification during techno commercial scrutiny of bids received.
- e) BBJ shall not be responsible for any delay, loss, damage for the bids sent by post.
- f) BBJ shall not be liable for any expenses incurred by the bidder in preparation of the bid irrespective of whether it is accepted or not.
- 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.
- h) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such application.

(A. NEOGI)
DGM(P-V)

SCOPE OF WORK

1. Mobilization of one (1) Survey Team along with one (1) Electronic Total Station and other allied accessories to our Chhattisgarh project site and demobilization of the same on completion of fieldwork in each phase.
2. Deployment of one (1) Survey Team consisting of two (2) Surveyors (at least 1 (one) surveyor having experience of minimum 03 (three) years for Degree holder or 05 (five) years for Diploma holder in this field), two (2) Assistant Surveyors and Two (2) Survey Helpers along with one (1) Electronic Total Station instrument with 1 (one) second accuracy and 1mm (one) least count for alignment of the bridge (Centreline) and fixing of level (capable of measuring a distance of approx. 500mtrs. (five hundred) in reflectorless mode and approximately 6km (six) with single prism under good weather condition) Prism Pole, Prism Stand, Digital Level Instrument and allied accessories in four Phases.
3. Laying of Bridge Centre-line vis-à-vis checking of the same along with fixing & checking the pedestal points on each pier of major bridges in connection with new
4. Marking of levels on pier cap as obtained by the electronic Total Stations as above.
5. A jointly signed survey report to be submitted as per agreed format and frequency showing the coordinates with cardinal points and levels of the item/location surveyed will be submitted by the agency.
6. Whenever required, the surveyor team has to carry out an accurate instrumental survey to establish co-ordinate, layout and proper verification system at the site.
7. Valid calibration certificates for the instruments to be used in the work must be provided.

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 finally accepted by BBJ.

2. SCOPE OF SUPPLY:

As per the "Scope of Work" & "Bill of Quantity" (BOQ)

3. ELIGIBILITY CRITERIA:

- (a) Bidder should have experience for successful completion of surveying work for Indian Railways using Electronic Total Station instrument and Digital Level Instrument during the last three(03) years ending on 31.03.2021.
- (b) Bidder should have experienced Surveyors/Assistant Surveyors, having Degree holders with minimum 03 (three) years or 05 (five) years for diploma holder in this field.

4. TIME SCHEDULE:

The survey team of the agency shall reach the site within seven (7) days of issuance of Letter of Award (LOA)/ Work Order or as per the instruction of the Site In-Charge. The entire scope of work is expected to be completed within 06 (six) months from the date of issue of LOA/Work Order and as per direction of Site-In-charge of IRCON-KORBA site, Chhattisgarh, as per following schedule:-

- (a) Deployment of the survey team in 4 (four) Phases @10 (ten) days per phase;
- (b) Mobilization & Demobilization for 4 round trips.

5. SHIP TO/BILL TO:

The Braithwaite Burn And Jessop Construction Co. Ltd.
(A Govt. of India Enterprise)
Br. No. 3, Hasdeo River Project,
Manikpur Coal Mines,
Hanuman Chowk, Korba,
Dist- Korba, Chattisgarh-495677.
GST No. 22AAACT9760B1ZM

6. EARNEST MONEY DEPOSIT (EMD):

- a) Earnest Money Deposit of ₹25,000/- (Rupees twenty five thousand only) by NEFT/ RTGS/ Demand Draft/ Banker's Cheque in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata.

Bank Details for NEFT/ RTGS:

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.
Bank Name: STATE BANK OF INDIA
Branch: DALHOUSIE SQUARE (CALCUTTA)
Bank Address: 2, B.B.D. BAGH (EAST), KOLKATA – 700001 (W.B.)
Bank Account No.: 11175160292

Bank Account Type: Current
IFS Code: SBIN0001401

Note: In the case of EMD & Tender Fee submitted through NEFT/ RTGS, necessary documents need to be uploaded in the Portal and submitted along with the bid.

- b) EMD amount of the successful bidder will be converted into an initial security deposit and will be retained till completion of the contract period, without any interest.
- c) EMD of the unsuccessful bidder will be returned after the finalization of the order, without any interest.

7. **WORK VARIATION LIMIT:**

Work may vary +/- 50% of BOQ items.

8. **PAYMENT:**

- a) **Ninety per cent (90%) payment** will be made at the fortnightly interval within 45 (forty-five) days after submission of the bill/ invoice duly certified by Site-In-charge of Chhattisgarh Site.
- b) **Balance ten per cent (10%) payment** will be made within 45 (forty-five) days after submission of the bill/ invoice on approval of the work by the Competent Authority i.e. IRCON/ South East Central Railway.
- c) Payment will be made for all days from the date of reaching the Survey Team of the agency/contractor at the site to the date of leaving the site, irrespective of Sundays and Holidays.

9. **TAXES & DUTIES:**

The contractor shall be exclusively responsible for payment of all Taxes, Royalties etc. (excluding Goods and Service Tax) that may be levied from time to time according to the Laws & regulations now in force & 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 any materials/obtaining of any services for execution of this contract.

10. **GOODS AND SERVICE TAX (GST):**

- a) The quoted price shall be **excluding 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 the successful bidder's bill. **Bidder shall quote their rate after considering the input tax credit on their inputted materials and services.**
- b) In case, transfer of property of goods will involve in connection with immovable property, GST under supply of services will be applicable. The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along with the bid documents (techno-commercial e-bid). **Bid without GST number shall be cancelled.**
- c) 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.
- d) Bidder shall raise their tax invoice in the regular interval as per contract condition and upload 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 the bidder, the same shall be recovered from the successful bidder's bill.

11. NEW LEVIES / TAXES

In case Government imposes any new levy/tax after awarding 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 applies to this contract.

12. PRICE VARIATION:

No price variation of any kind will be allowed in this contract under any circumstances. The price shall remain firm for the entire scope of work during the original and/or extended delivery period.

13. SECURITY DEPOSIT:

The Earnest Money deposited by the successful bidder along with the tender will be retained by BBJ as Security Deposit. MSME / NSIC / SSI units, who are exempted from submitting EMD shall have to submit a 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 LOA, otherwise, LOA will be cancelled and withdrawn. The bidder will be debarred from participating in future bids for a period of 01(one) year the date of LOA.

14. LIQUIDATED DAMAGE(LD):

For delay in time, 0.5% (half per cent) of the bill/invoice value per week of delay, subject to a maximum limit of 5% (Five per cent) of the contract value to be deducted, as agreed damages.

15. SUB-LETTING:

The successful bidder shall not sub-let the whole or any part of the job as detailed in the Scope of Work of this tender document. In case it is felt absolutely necessary, the same may be allowed subject to prior written approval from Engineer-in-Charge of BBJ.

16. 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 may 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 all other local rules & regulations/ rules of local Govt. bodies should abide & comply by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result in stoppage of work or the successful bidder fails to comply any of its respective

Contractual obligation(s) within the 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 the expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

17. **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.

If a party is dissatisfied with the decisions/recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by 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 the 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 the 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.

18. **FORCE MAJEURE:**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, an act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall by reason of such an "eventuality" be entitled

to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist.

In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract.

Provided that if the contract is terminated under this clause, the BBJ shall be at liberty to take over from the supplier at a price to be fixed by the BBJ, which shall be final, all unused, undamaged and acceptable equipment, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the Supplier may, with the concurrence of the BBJ, elect to retain.