

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED

(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: info.bbjconst@bbjconst.com
Website:- www.bbjconst.com

NIT/BBJ/GM(P&P)/AN/D-2129/OXYGEN/2154/3135/G-32-2023

Dated: 20.02.2023

Offers/Bids under two – bid system (i.e. Techno-Commercial Part & Price Part) are invited from Manufacturers of Industrial Oxygen Gas / their valid Authorized Dealers/ Distributors for supply of Industrial Oxygen Gas on Rate Contract basis as per the requirement at BBJ Ganga Bridge Project, Jhansi, Allahabad as per details given hereunder :-

i.	SCOPE OF THE WORK/SUPPLY	Supply of Industrial Oxygen Gas
ii.	QUANTITY	As per attached Scope of Work/ BOQ-A & B.
iii.	DELIVERY PLACE	At The Braithwaite Burn and Jessop Construction Company Limited(A Govt. of India Enterprise), Ganga Bridge Project, Katka Road (Old G.T.Road), near Jhansi Railway Station, PO: Jhansi, Dist: Prayagraj, Pin: 211019 (Uttar Pradesh). BBJ GST Registratom No. 09AAACT9760B!ZA.
iv.	DELIVERY PERIOD / TIME OF SUPPLY	Total supply time will be valid for 12 months from the date of placement of order. However, supply is to be made as per requirement and intimation by site time to time.
v.	PERIOD OF RATE CONTRACT	For 12 months effective from the date of Order,
vi.	EARNEST MONEY DEPOSIT (EMD)	Rs.1,00,000.00 (Rupees one lakh only) in the form of Demand Draft/ Pay Order/NEFT/RTGS in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD." payable at KOLKATA. MSME/NSIC/SSI Units will be waived from submitting EMD subject to submission of Declaration of the UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON GeM Portal/CPPP.
vii.	SECURITY DEPOSIT	MSME/NSIC/SSI Units who are exempted from submission of EMD, shall have to submit their Security Deposit equivalent to EMD in the form of Demand Draft/Pay Order/NEFT/RTGS/Bank Guarantee. Bank Guarantee Format will be provided by BBJ.
viii.	RATE PER UNIT	Quoted rate(s) of the participated bidder(s) related to supply of Industrial Oxygen Gas should be inclusive of delivery chages up to delivery place as stated above and also inclusive of GST. Quoted/Offered rate(s) will be firm and final up to rate contract period.
ix.	SPLITTING OF TOTAL QUANTITY.	Applicable as per GeM Portal. Total order quantity may be splitted amongst maximum number of 2 qualified bidders.
x.	REVERSE AUCTION	Applicable as per GeM Portal.

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xi.	DOCUMENTS	Copy of the following documents should be uploaded/submitted by the tenderer/bidder with their offer. (a). GST Registration Certificate; (b). PAN Card; (c). BBJ Tender – Additional Terms & Conditions (except Price Part) with stamp and sign on each pages; (d). EMD amounting to Rs.1,00,000.00 (e). Relevant documents related to Oxygen Gas Manufacturer / Valid Authorized Distributor of Oxygen Gas Manufacturer. (f). Valid Explosive Licence of Govt. of India , Ministry of Commerce & Industry, Petroleum and Explosive Safety Organisation (PESO); (g). Copy of Purchase Orders with Co-related Tax Invoices of Industrial Oxygen Gas, issued by Govt. Deptt/Smi Govt. Deptt/Govt of India Enterprise/Private Company those are engaged in construction of Railway Bridges during last 7(seven) years ending 31.01.2023; (h). Profit & Loss Account with Balancesheet certified by Qualified Chartered Accountant for the Financial Year : 2019-2020, 2020-2021 and 2021-2022; (i). Indian Income Tax Return Acknowledgement from concerned Authority for the Assessment Year : 2019-2020, 2020-2021 and 2021-2022.
xii.	MODE OF SUBMISSION	Online through Government e-Marketplace System (GeM) – https://gem.gov.in

(A. Neogi)
GENERAL MANAGER (PROJECT & PURCHASE)

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 & B** 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 CRITERIAL OF THE BIDDERS

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

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

- (a) Copy of GST Registration Certificate;
- (b) Copy of PAN CARD;
- (c) BBJ Tender (Additional Terms & Conditions)- except Price Part with stamp and sign on each pages;
- (d). **EMD** amounting to **Rs.1,00,000.00**(Rupees one lakh only) in the form of Pay Order/Demand Draft/NEFT/RTGS drawn in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED", payable at Kolkata. **Scanned copy to be uploaded in portal and instrument to be submitted physically along with the other documents;**
- (e) Copy of relevant documents related to Manufacturer of Oxygen Gas /Valid Authorised Distributors of Oxygen Gas Manufacturers;
- (f) Copy of valid Explosive Licence of Govt. of India, Ministry of Commerce & industry, Petroleum and Explosives Safety Organisation(PESO);
- (g) Documents supporting to "**Eligibility Criteria**" as per **Clause No. 2** of Special Condition of Contract;
- (h) Copy of relevant Purchase Orders with Co-related Tax Invoice showing Past Experience in similar works during last 7(seven) years ending 31.01.2023;
"SIMILAR WORKS" Means:- Supply of Industrial Oxygen Gas;
- (i). Copy of Indian Income Tax Return Acknowledgement from Concerned Authority for the Assessment Year: 2019-2020, 2020-2021 and 2021-2022;
- (j). Copy of Profit & Loss Account with Balance Sheet duly certified by Qualified Chartered Accountant for the Financial Year : 2019-2020, 2020-2021 and 2021-2022.

(B). PRICE-PART :-

Properly filled up **BILL OF QUANTITY (BOQ)-A & B** 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 be inclusive of delivery charges up to delivery place and 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 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.

5.0 SCOPE OF WORK / SUPPLY :

Supply of Industrial Oxygen Gas = 1,00,000 cum on rate contract basis for a period of 12 months effective from the date of placement of order. Quantity variation may be considered as (+) / (-) 30%.

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. ELIGIBILITY CRITERIA :-

The bidder shall enclosed/upload the copy of relevant Purchase Orders with Co-related Tax Invoice(s) related to supply of Industrial Oxygen Gas in any Govt. Deptt/Semi Govt. Deptt/Govt. of India Enterprise/ Undertaking/ Private Company those are engaged in construction of Railway Bridges during last 7(seven) yars ending 31st January,2023.

3. DELIVERY PLACE :-

At The Braithwaite Burn and Jessop Construction Company Limited (A Govt. of India Enterprise), Ganga bridge Project, Katka Road (Old G.T.Road), near Jhunsi Railway Station, PO:-Jhunsi, Dist: Prayagraj, Pin: 211019 (Uttar Pradesh). BBJ GST Registration No.: 09AAACT9760B1ZA.

4. TIME OF SUPPLY :-

Total supply time will be valid for 12(twelve) months from the date of placement of order. However, supply is to be made as per requirement and intimation by site time to time.

5. PERIOD OF RATE CONTRACT :-

Rate Contract will be awarded for 12(twelve) months effective from the date of order.

6. RATE:

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

The bidder must quote their rates as per BOQ-A & B which will be inclusive of delivery charges up to delivery at BBJ Ganga Bridge Site, Jhunsi, Allahabad and also inclusive of GST.

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

Rate per Cubic Meter (cum) of Industrial Oxygen Gas to be quoted and uploaded by the bidder properly as per **BOQ-A**.

Compensation Value of Industrial Oxygen Gas Cylinders/Parts (in the event of loss/damage to any cylinders), Cylinder Rental Charges and rate of Security Deposit amount per Cylinder to be quoted and uploaded by the bidder properly as per **BOQ-B**.

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.

7. EARNEST MONEY DEPOSIT:

Deposit of EMD amounting to **Rs.1,00,000/-** (Rupees one lakh only) may be made 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 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 contract 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 Maintenance Period for the successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

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 – 700 001 (W.B.)

Bank Account No.: 11175160292

Bank Account Type: Current

IFSC Code: SBIN0001401

PS: In case of EMD submitted through NEFT/ RTGS, necessary documents need to be uploaded in GeM Portal/ CPP Portal and submitted along with the bid.

8. SECURITY DEPOSIT:

For successful bidder, Earnest Money Deposit(EMD) will be converted into Security Deposit and will be retained by BBJ till successfully completion of supply/contract without any interest. On receipt of formal application from the supplier for releasing the EMD, BBJ will release the amount after completion of entire supply.

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 order, otherwise order 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 order.

9. 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.

10. GOODS AND SERVICE TAX (GST)

(a). 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

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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.

- (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 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.
- (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.

11. **LIQUIDATED DAMAGE:**

Liquidated Damages should only be applicable on the overall completion period and not on the intermediary/phase/staggered delivery period.

12. **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.

13. **SPLITTING OF TOTAL ORDER QUANTITY :**

Total order quantity will be splitted amongst maximum number of 2(two) qualified bidders as per norms of GeM Portal / as per discretion of BBJ.

14. **REVERSE AUCTION :-**

Reverse Auction would be conducted through GeM Portal amongst the technically qualified bidders.

15. **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.

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 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.

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. 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) Work 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)
- 8) General Conditions of Contract

19. IMPORTANT NOTES:

BBJ reserves the right to:

- 19.1** To cancel/discharge the tender at any point of time/at any stage.
- 19.2** Increase/ decrease/ alter the quantity/ duration of contract period/delivery period/time of supply with corresponding change in the value of contract.
- 19.3** May ask for further qualification during techno commercial scrutiny of bids received.
- 19.4** BBJ shall not be liable for any expenses incurred by service/work/supply in preparation of bid irrespective of whether it is accepted or not.
- 19.5** Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any party/ agency found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 19.6** If the Tenderer 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/bid.
- 19.7** All costs and incidental expenses for preparation of the tender, discussion, conference, pre-tender, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost of expenses.
- 19.8** The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
- 19.9** Incomplete tenders, who are not accompanied with all the required documents and conditional tenders are liable for rejection without assigning any reason thereof.
- 19.10** Tenders in which any of the particulars and prescribed information is missing or is incomplete in any respect and / or the prescribed conditions are not fulfilled shall be considered non-responsive and are liable to be rejected.
- 19.11** The right to accept the tender will rest with the Company (i.e. The Braithwaite Burn and Jessop Construction Co. Ltd.). Further BBJ does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatever.

(A. Neogi)
GENERAL MANAGER (PROJECT & PURCHASE)