

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
The Braithwaite Burn And Jessop Construction Company Limited
(भारत सरकार का एक उद्यम)/ (A Government of India Enterprise)

ATC/DGM(P-V)/STRUCTURAL STEEL/2150&2154/G-20-2023

Date: 1st Feb 2023

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

ATC	ATC/DGM(P-V)/STRUCTURAL STEEL/ 2150&2154/G-20-2023	Date	1st Feb 2023
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NOTICE INVITING e-TENDER

E-Tender under the **two-bid system** (i.e. "Techno-Commercial Part" & "Price Part") are invited from eligible vendors for supply of Structural Steel items as per the technical specifications and details are given in "**Scope of Work**" / "**BOQ**" for BBJ's Mizoram & Prayagraj Project as per details hereunder:

01	SCOPE OF WORK	Procurement & Transportation of Structural Steel for the Mizoram Project (to be delivered at Heavy Plant Yard, Kolkata) & Prayagraj Project (to be delivered at Prayagraj Fabrication site U.P)
02	QUANTITY	As per BOQ
03	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
04	EARNEST MONEY DEPOSIT (EMD)	Rs.5,00,000/- (Rupees Five Lakh only) by Demand Draft/ Banker's Cheque/ NEFT/ RTGS 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 the declaration of UDYOG AADHAR MEMORANDUM (UAM) number on the Portal.
05	MODE OF SUBMISSION	ONLINE THROUGH GeM PORTAL

(अनिमेष नेओगी / Animesh Neogi)

महाप्रबंधक (परियोजना और खरीद)/ General Manager (Project & Purchase)

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INSTRUCTION TO TENDERER

1.0 REGISTRATION OF CONTRACTOR

Any contractor 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://gem.gov.in>

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 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-Bidding system of GeM Portal (<https://gem.gov.in>). **Hardcopy of the uploaded/ submitted bid (technical part) shall have to be submitted to this office physically along with the EMD.**

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) Cost of Tender (Non-refundable) : **Nil.**
- (b) Earnest Money Deposit (EMD) of **₹5,00,000/- (Rupees five lakh thousand only)** in the form of NEFT/ RTGS/ Demand Draft/ Pay Order from any Nationalised or Schedule Bank drew in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". In the case of a successful bidder, this EMD will be converted to Security Deposit and will be retained by BBJ till the completion of the Defect Liability Period, without any interest. Scanned copy to be uploaded in portal and instrument to be submitted physically along with other documents.

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

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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.

- (c) GST Registration Certificate
- (d) Copy of PAN CARD
- (f) Downloaded Tender document (except price bid) duly signed with an official stamp on each page.
- (g) Copy of relevant documents/ experience certificate showing past experience as per the following Eligibility Criteria mentioned in Clause No. 3 of "Special Condition of Contract".
- (h) Audited Balance Sheet & P/L for the last 03 (three) financial years ending 31st March of the previous financial year.

ii) **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 & acceptable to BBJ.

HSN/SAC code must be provided against each BOQ item.

5.0 **Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.**

6.0 The bidder shall quote all the items mentioned in the BOQ. Partially filled BOQ shall not be accepted and the bidder through techno-commercially qualified shall not be considered.

6.0 **BBJ administration reserves the right to accept or reject any or all of the tenders and split the scope of supply into more than one agency(ies) without assigning any reason whatsoever. No claim will be entertained on account of this.**

7.0 The successful bidder shall not sub-contract the selling and support procedure for the entire duration in BBJ.

8.0 **VALIDITY OF TENDER: 90 (NINETY) days** from the date of opening of tender or for a further period if mutually accepted in writing.

9.0 **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.

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- 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.

(अनिमेष नेओगी / Animesh Neogi)

महाप्रबंधक (परियोजना और खरीद) / General Manager (Project & Purchase)

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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 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 WORK:**

SUPPLY & TRANSPORTATION OF RAW MATERIAL FOR SITE (AS PER BOQ/ TECHNICAL SPECIFICATION). Without GST registration in the name of the Tenderer, the Tender will be automatically cancelled.

3. **MAKE OF MATERIAL:**

- a) **Items at Sl. No. 1 & 3 of Annexue-A** (Technical Sepcification): SAIL/ TISCO/ RINL/ JSPL. Producer's/ Manufacturer's Test Certificate are to be provided alongwith the supplied item.
- b) **Items at Sl. No. 2 of Annexue-A** (Technical Sepcification): SAIL/ TISCO/ RINL/ JSPL or Any Other Reputed Producer. Producer's/ Manufacturer's Test Certificate are to be provided alongwith the supplied item.

4. **ELIGIBILITY CRITERIA**

3.1 Average Annual Financial turnover of the bidder during the last 03 (three) financial years ending 31st March 2022 should be at least **Rs.54 lac.**

3.2 Experience of having successfully completed supply/ sale of similar items/ products (structural steel sections) during the last 07 (seven) years ending the last day of the month previous to the one in which the application/ tender is invited should have either of the following;

a. Having completed the supply/ sale of similar products against 03 (three) purchase orders of value/ amount each costing not less than the amount equal to **Rs.72 lakh.**

Or

b. Having completed the supply/ sale of similar products against 02 (two) purchase orders of value/ amount each costing not less than the amount equal to **Rs.90 lakh**

Or

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- c. Having completed supply/ sale of similar products against 01 (one) purchase orders of value/ amount each costing not less than the amount equal to **Rs.144 lakh**

5. **EARNEST MONEY DEPOSIT:**

Deposit of Earnest Money amounting to **Rs.5,00,000/- (Rupees Five Lakhs only)** may be made in the form of Demand Draft/ Banker's Cheque/ 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 the 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 the contract for the successful bidder and will be released after 3 (three) months from completion of delivery and acceptance by BBJ without any interest. For unsuccessful bidders, EMD shall be refunded immediately after the finalization of the tender. EMD shall be interest-free.

6. **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.

7. **PAYMENT TERMS:**

Payment will be made within 45 (forty-five) days after delivery of materials along with **mill test certificates (MTC)** and acceptance of the same by BBJ's authorized person. **The EMD submitted with the bid will be kept with BBJ as an initial security deposit and will be released after 03 (three) months from completion of delivery and acceptance by BBJ without any interest.**

8. **DELIVERY SCHEDULE:**

Supply should commence within 15 (fifteen) days from the date of LOA/ Order and the entire delivery to be completed in phases within **45 (forty five) days** from the date of LOA/ Order, whichever is earlier at our designated delivery location.

9. **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 a Security Deposit of the amount equivalent of EMD in the form of Demand Draft/Pay Order/ NEFT/ RTGS 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 a future bid for a period of 01(one) year the date of LOA.

Security Deposit will be released after 03 (three) months from completion of delivery and acceptance by BBJ without any interest.

10. **DELIVERY ADDRESS:**

For ITEMS of Mizoram Project Under Serial Numbers 1 and 2

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The Braithwaite Burn and Jessop Construction Co Limited
Heavy Plant Yard (HPY)
P-82, Taratala Road, Garden Reach
Kolkata – 700024, West Bengal

For ITEMS of Prayagraj Project Under Serial Number 3

The Braithwaite Burn and Jessop Construction Co Limited
Ganga Bridge Project
Katka Road (Old G.T. Road), Near Jhusi Railway Station
P.O. – Jhunsi,
Dist:- Prayagraj (Allahabad),
Pin Code :- 211019 (U.P.)

11. **LIQUIDATED DAMAGE:**
If the successful bidder causes any delay in performance as per LOA/ Order by disobeying the stipulated time frame then BBJ shall have the right to charge a penalty @0.5% of the order value per week or part thereof, subject to a maximum of 5% of the Order value and the decision of BBJ in this respect shall be final.
12. **INSPECTION AND TESTING:**
- 11.1 Mill's Test Certificates shall accompany along with each supply.
- 11.2 Producer's/ Manufacturer's Test certificates to be provided with items supplied. If in any stage of fabrication, it is found that supplied material is not up to the mark, the supplier has to take corrective measures by replacing it with similar items without any further delay of fabrication work.
13. **ROLLING MARGIN:**
+/- 2% or as specified in BIS codes as applicable.
14. **QUANTITY VARIATION OF SUPPLY ITEMS:**
Up to Maximum + 3%
15. **TAXES AND DUTIES**
The bidder shall be exclusively responsible for payment of all Taxes, Royalties, etc. (including 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 the Company in respect of any duties/ taxes to be imposed on the procurement of materials for execution of the contract.
16. **GOODS AND SERVICE TAX (GST)**
Without prejudice to the stipulation in the General Conditions of Contract, the quoted price shall be inclusive 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 bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services.

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The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along with the bid documents (techno-commercial). Bid without GST number shall be canceled.

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 the invoice, and also submit a proper Tax Invoice as per section 31 of the CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.

Bidder shall raise their tax invoice in the regular interval as per contract conditions and up loaded their supply invoice in GSTN Portal through GSTR-1 return by 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from Bidder's bill.

17. **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 is applicable to this contract.

18. **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 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/canceled) 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.

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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.

19. **TERMINATION:**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program schedule 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 all other local rules & regulations/ rules of local Govt. bodies should abide & comply with the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result from 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.

20. **INDEMNITY**

Bidder shall indemnify BBJ against all claims in respect of their contractual obligations in the event of non-compliance of statutory rules/ obligations/ laws/ taxes & duties etc.

21. **GUARANTEE/WARRANTY:**

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

22. **JURISDICTION OF COURT**

The Courts at Kolkata shall have exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

23. **NOTES TO BOQ:**

- (a) While delivery of above items-nos. of pieces of the 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 the 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 by BBJ.
- (f) E-Way Bill will be arranged by the party, if applicable.

24. **IMPORTANT NOTES:**

(A) BBJ reserves the right to:

- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- (ii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- (iii) Postpone or extend the above-mentioned date(s), split, and distribute the work among more than one bidder without assigning any reason whatsoever.
- (iv) May ask for further qualification during techno commercial scrutiny of bids received.
- (v) BBJ shall not be responsible for any delay, loss, or damage for bids sent by post.
- (vi) BBJ shall not be liable for any expenses incurred by the bidder for the delivery of materials or during the preparation of the bid irrespective of whether it is accepted or not.
- (vii) Canvassing i.e. soliciting favor, 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.
- (viii) 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.

(अनिमेष नेओगी / Animesh Neogi)

महाप्रबंधक (परियोजना और खरीद)/ General Manager (Project & Purchase)