

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.
(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/M&P/D-2504/SPARES-ESAB-MIG/2154/3135/G-99-2023

Dated: 13.07.2023

Offers under Single Part Bidding System (i.e. Techno-Commercial Bid & Price Bid both) are invited from the Original Manufacturer (i.e. ESAB India Limited) and or their valid Authorized Dealers/Distributors for supply of Spares required for "ESAB" make MIG Welding Torch. The description of Spare(s) and other Terms and Conditions are detailed hereunder :-

i.	SCOPE OF SUPPLY	Spare(s) of "ESAB" make MIG Welding Machine - as per details given in "Scope of Work" / "Bill of Quantity".
ii.	DELIVERY PERIOD	Within 15 days from the date of Order.
iii.	DELIVERY PLACE	At The Braithwaite Burn and Jessop Construction Co. Ltd.(A Govt. of India Enterprise), Ganga Bridge Project, Katka Road(Old G.T.Road), Near Jhunsi Railwat Station,PO:Jhunsi, Dist:Prayagraj, Pin:211019(U.P.) BBJ GST Registration No. 09AAACT9760B1ZA.
iv.	EARNEST MONEY DEPOSIT (EMD)	Not applicable.
v.	RATE PER UNIT	Rate per Unit should be inclusive of delivery charges up to Delivery Place as stated above and GST(as applicable).
vi.	PAYMENT	Within 45 days from the date of supply and submission of clear bill with receipted challan duly certified by BBJ.
vii.	REVERSE AUCTION	Not applicable
viii.	SPLIT PROVISION	Not applicable
ix.	DOCUMENTS	The following documents should be uploaded/submitted by the tenderer/bidder with their offer: (a). Copy of GST Registration Certificate; (b). Copy of PAN Card (c). Copy BBJ Tender – ATC (except Price Part) duly sealed & signed on each pages. (d). Copy of valid/renewed Dealership Certificate/Authorization Letter issued by M/s. ESAB India Limited OR Slf Declaration by the Original Manufacturer i.e. M/s. ESAB India Limited in their official letter head.
x.	MODE OF SUBMISSION	Online through Government e-Marketplace System (GeM) – https://gem.gov.in

तपस सेन/(Tapas Sen)

सहायक अधिकारी(एम एंड पी)/ Assistant Officer(M&P)

INSTRUCTION TO THE BIDDERS

1.0 **MODE OF SUBMISSION OF BID:-**

Any eligible bidder/tenderer/contractor (as per tender criteria) those are enrolled and registered with the Government e-Procurement System, through logging on to <https://gem.gov.in>, may submit their Bid online through e-Tendering System of GeM Portal – <https://gem.gov.in>.

Tender Document to be digitally signed by the bidders/tenderers/contractors with their official seal. The rates in appropriate space in the **Bill of Quantity (BOQ)** should be properly filled in. Tenders to be submitted in SINGLE PART.

Hard copy of the uploaded/submitted Bid (Only Technical Part) to be submitted to this office physically.

2.0 Bids will be in **SINGLE PART (Technical & Commercial Part both)**

Incomplete tenders submitted with qualified conditions(s) at variance with Instruction to Tenderers/ General Terms & Conditions are liable to be rejected summarily.

3.0 Any deviation of your Bid/Offer/Quotation will be treated as cancelled.

4.0 **(a). TECHNICAL PART :-**

The **Technical Part** should contain the **following documents**, which to be submitted/uploaded by the bidder with the offer :-

(i) Copy of GST Registration Certificate;

(ii) Copy of PAN CARD ;

(iii) BBJ Tender – ATC (**except Price Part**) duly signed with official stamp on each pages;

(iv) The intending Bidder, in case of Original Manufacturer – i.e. M/s. ESAB India Limited shall submit a self-declaration on their Official Letter-Head alongwith Technical Bid, conforming that they are self Manufacturer.

OR

(v) Copy of valid/renewed Dealership Certificate/Authorization Letter issued by M/s. ESAB India Limited.

(b). PRICE/COMMERCIAL -PART :-

Properly filled up **BILL OF QUANTITY (BOQ)** 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 include delivery charges up to delivery palce 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).

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

6.0 **VALIDITY OF TENDER: – 90 (NINETY) 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 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" shall mean whose tender has been accepted by BBJ.

2. **DESCRIPTION OF ITEMS / SCOPE OF WORK/SUPPLY :-**

Spare(s) for "ESAB" make MIG Welding Machine as under :

- (a). Mig Welding Torch – PSF 415-3 Mtr. Long = 10 Nos.

3. **DELIVERY PLACE :-**

At The Braithwaite Burn and Jessop Construction Co. Ltd.(A Govt. of India Enterprise), Ganga Bridge Project, Katka Road(Old G.T.Road), Near Jhunsi Railway Station,PO:Jhunsi, Dist:Prayagraj, Pin:211019(U.P.) .

BBJ GST Reistration No. 09AAACT9760B1ZA.

4. **DELIVERY PERIOD :-**

Delivery to be completed within 15 days from the date of order.

5. **RATE :-**

The bidder must submit their offer **strictly as per Bill of Quantity(BOQ)** of this tender document.

The bidder must quote their Basic Price/Unit Price which will be inclusive of delivery charges up to delivery place and GST(as applicable).

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

- (i). BBJ has reserve the right to curtail the quantity/delivery time/contract period and to terminate the contract/delivery at any time without assigning any reason whatsoever by giving three weeks notice in advance.

6. **PAYMENT :-**

Payment will be made **within 45 days** from the date of delivery and submission of Bill/Tax Invoice with receipted challan duly certified by BBJ.

7. **EARNEST MONEY DEPOSIT :-**

Not Applicable.

8. **SECURITY DEPOSIT:-**

Not applicable.

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

Not applicable.

10. **REVERSE AUCTION :**

Not applicable.

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

The quoted price should be **inclusive of Goods and Service Tax (GST)**. The GST as legally leviable & payable by the Tenderer under the provisions of applicable law/act shall be paid extra by BBJ as per Tenderer's bill. Tenderer shall quote their rate after considering the input tax credit on their input materials and services.

The Tenderer shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (Techno Commercial Bid). **Bid without GST number shall be cancelled.**

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.

Tenderer shall raise their tax invoice in regular interval as per contract condition and uploaded their supply/service invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to Tenderer, the same shall be recovered from Tenderer's bill.

12. **LIQUIDATED DAMAGES:**

If the successful bidder causes any delay in supply as per Order by disobeying the stipulated time frame then BBJ shall have the right to charge penalty @ 0.50% (zero decimal five zero percent) of the order value per week or part thereof, subject to a maximum of 5% (five percent) of Order value and the decision of BBJ in this respect shall be final.

13. **SUBLETTING OF WORK/SUPPLY:**

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.

14. **TAXES & DUTIES :**

The bidder 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.

15. **NEW LEVIES / TAXES :**

In case Government imposes any new levy/tax after award of the work/supply 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.

16. **GUARANTEE :**

If the supplied item/quantity is found defective, the defective item/quantity is to be replaced by the supplier at their risk and cost.

17. **TERMINATION OF THE 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.

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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.

18. **JURISDICTION OF COURT:-**

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

19. **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 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.

20. **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 :-

- (a). Schedule of Items, Rates & Quantities
- (b). Scope of Work/Supply
- (c). Notice Inviting Tender
- (d). Instructions to the Bidders (IB)
- (e). General Conditions of Contract
- (f). Order

21.0 **IMPORTANT NOTES:**

BBJ reserves the right to:

- 21.1 To cancel/discharge the tender at any point of time/at any stage.
- 21.2 Increase/ decrease/ alter the quantity/ duration of contract period/delivery period/time of supply with corresponding change in the value of contract.
- 21.3 May ask for further qualification during techno commercial scrutiny of bids received.
- 21.4 BBJ shall not be liable for any expenses incurred by service/work/ssupply in preparation of bid irrespective of whether it is accepted or not.
- 21.5 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.
- 21.6 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.
- 21.7 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.
- 21.8 The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
- 21.9 Incomplete tenders, who are not accompanied with all the required documents and conditional tenders are liable for rejection without assigning any reason thereof.
- 21.10 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.
- 21.11 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.

तपस सेन/(Tapas Sen)

सहायक अधिकारी(एम एंड पी)/ Assistant Officer(M&P)