

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO. LTD.**

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/HSFG BOLT/D-2821/2153/3134/36-2019

Date: 12.06.2019

(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.com](mailto:info@bbjconst.com); Website: [www.bbjconst.com](http://www.bbjconst.com);**

e-NIT No.	eNIT/DGM(P-V)/HSFG BOLT/D-2821/2153/3134/36-2019	DATE	12.06.2019
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**NOTICE INVITING e-TENDER**

Sealed Tenders under **two-part** bidding system from eligible vendors against the above NIT are invited for the following work:

01.	SCOPE OF SUPPLY	Supply of <b>High Strength Friction Grip Bolt</b> (Branded Quality) CL-8.8 as per RDSO Drawing No.B-11760/R with Nuts & Washer for 26x45.7M Span 25T Loading Welded Truss Girder in connection with Londa-Miraj Doubling Project under South Western Railway at Karnataka and Delivery to Fabrication Shop/ Sites at Karnataka.	
02.	QUANTITY	As per BOQ (as detailed in Annexure – A & B). Bidder should quote rate for all the items of BOQ.	
03.	COST OF TENDER DOCUMENT	<b>Rs.2,000/-</b> (Rupees two thousand only) by Demand Draft/ Banker's Cheque/ NEFT/ RTGS in favour of " <b>THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED</b> " payable at Kolkata. MSME/ NSIC/ SSI units will be waived from submitting tender fee subject to submission of declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.	
04.	EARNEST MONEY DEPOSIT (EMD)	<b>Rs.5,00,000/-</b> (Rupees five lakh only) by Demand Draft/ NEFT/ RTGS In favour of " <b>THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED</b> " payable at Kolkata. MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of declaration of Udyog Aadhar Memorandum (UAM) number on CPPP. Application of New Registration no. with NSIC will not be entertained.	
04.	SECURITY DEPOSIT	For successful bidder, above Earnest Money will be converted into Security Deposit and will be retained till successful completion of supply of HSFG Bolts with Nuts & Washer at Karnataka project site/ Fabrication Shop at Panagarh. For unsuccessful bidders, Earnest Money will be refunded after finalization of Order without any interest. 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/NEFT/RTGS, within 15 (fifteen) days from the date of receipt of LOA, otherwise LOA will be cancelled & withdrawn. The bidder will be debarred from participating in future bid for a period of 01 (one) year from the date of LOA.	
05.	MODE OF SUBMISSION	Online through E-Procurement system in CPPP <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . 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 opening of the technical e-bids.	
06.	DATE & TIME SCHEDULE	Date of Publishing NIT & Tender Documents	<b>12.06.2019</b>
		Document download Start Date	<b>12.06.2019 - 10:00 HRS</b>
		Start Date of uploading of bid document	<b>20.06.2019 - 10:00 HRS</b>
		End Date for uploading of bid document	<b>25.06.2019 - 15:00 HRS</b>
		Date of opening of Technical Bid	<b>26.06.2019 - 15:00 HRS</b>
	Date of opening of Financial Bid	<b>To be notified later</b>	

**(ANIMESH NEOGI)  
DGM(P-V)**

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**CHECK LIST**

SL. NO.	DESCRIPTION	DOCUMENTS
1.	<b>TECHNO-COMMERCIAL e-BID</b>	Following document to be uploaded online into CPP's Portal:-
a)	<b>Eligibility Criteria</b>	The bidder must submit all documents/evidence towards manufacture & supply of H.S.F.G Bolts CL-8.8 (As per RDSO Drawing No. B-11760/R) Conforming to IS:4000 (1992), IS:3757 (1985) (reaffirmed 2003), Nut confirming IS:6623 (2004) & IS:1367 (PART-6) and plain/taper washers (for ISMC) are confirming to IS:6649 to Govt. Agencies/ Public Sector Companies (i.e. PSUs). All the specifications are as per attached BBJ's Order Sheet No. HSFG/SITE/3134/45.7/01 (Rev.-A) Dt. 28.04.2019, No. HSFG/SHOP/3134/45.7/01 (Rev.-A) Dt. 28.04.2019.
b)	<b>Earnest Money Deposit (EMD)</b>	i) <b>Rs.5,00,000/- (Rupees five lakh only)</b> by Demand Draft/ NEFT/ RTGS in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at "Kolkata". ii) MSE units with NSIC registration (should be valid atleast up to tender validity period) for the BOQ items are exempted from submission of EMD subject to submission of declaration of their Udyog Aadhar Memorandum (UAM) number on CPPP. Copy of NSIC certificate & UAM no. need to submit. Application of new registration no. with NSIC will not be entertained.
c)	<b>PAN no.</b>	Copy of PAN card duly signed & with official stamp.
d)	<b>Income Tax Return (ITR)</b>	Income Tax Return (ITR) for last three (03) years ending as on 31.03.2018.
e)	<b>Good &amp; Service Tax (GST) Registration No</b>	Copy of Good & Service Tax (GST) registration certificate duly signed & with official stamp.
f)	<b>Submission of Tender Document</b>	Tender document duly signed with official stamp in each pages (excluding BILL OF QUANTITY)
2.	<b>PRICE e-BID / Bill of Quantity (BOQ)</b>	Properly filled up Bill of Quantities (BOQ) is to be uploaded in CPPP website. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ. <b>HSN/SAC code must be provided against each BOQ items.</b>

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**INSTRUCTION TO BIDDERS**

**IB-1**

01.	<b>Registration of Contractor:</b> 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 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
02.	<b>Digital Signature certificate (DSC):</b> 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 ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.
03.	<b>SUBMISSION OF e-BID:</b> Tenders to be submitted online in CPP's Portal in two parts: (A) TECHNO-COMMERCIAL e-BID (B) PRICE e-Bid
(A)	<b>TECHNO-COMMERCIAL e-BID:</b> The Techno-commercial bid will consist of the following:
i)	<b>ELIGIBILITY CRITERIA:</b> The bidder must submit all documents/evidence towards manufacture & supply of H.S.F.G Bolts CL-8.8 (As per RDSO Drawing No.B-11760/R) Conforming to IS:4000 (1992), IS:3757(1985) (reaffirmed 2003), Nut conforming to CL-8, IS:6623(2004) & IS:1367(PART-6) and plain/taper washers (for ISMC) are conforming to IS:6649 to Govt. Agencies/ Public Sector companies (i.e. PSUs). All the specifications are as per attached BBJ's Order Sheet No. HSFG/SITE/3134/45.7/01 (Rev.-A) Dt. 28.04.2019, No. HSFG/SHOP/3134/45.7/01 (Rev.-A) Dt. 28.04.2019.
ii)	<b>EARNEST MONEY DEPOSIT (EMD):</b> An amount of <b>Rs.5,00,000/-</b> (Rupees five lakh only) in form of Demand Draft/Pay Order/ NEFT/ RTGS in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at "Kolkata". Unsuccessful bidders will be refunded the Earnest Money Deposit after the award of the contract to the successful bidder without any interest. For successful bidder, Earnest Money Deposit (EMD) will be converted into Security Deposit and will be retained by BBJ till successful completion of supply of materials without any interest. 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/NEFT/RTGS, within 15 (fifteen) days from the date of receipt of LOA, otherwise LOA will be cancelled & withdrawn. The bidder will be debarred from participating in future bid for a period of 01 (one) year from the date of LOA.
iii)	Copy of PAN card duly signed with official stamp;
iv)	Income Tax Return (ITR) for last three (03) years ending as on 31.03.2018;
v)	Copy of Good & Service Tax (GST) registration certificate duly signed with official stamp.
vi)	Tender document duly signed with official stamp in each pages (excluding BILL OF QUANTITY)
(B)	<b>PRICE e-BID:</b> Properly filled up Bill of Quantities (BOQ) is to be uploaded in CPPP website. 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 items.
04.	<b>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. However, in case of splitting, the L1 bidder will get 60% (sixty percent) or more of the total quantity, depending upon the requirement of BBJ.</b>

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**INSTRUCTION TO BIDDERS**

**IB-2**

05.	<p><b><u>SPLITTING OF SCOPE OF SUPPLY</u></b></p> <p>BBJ reserve the absolute right to split the SCOPE OF SUPPLY in respect of SIZE &amp; QUANTITY among the Techno-commercially qualified bidders as per BBJ's requirement and decision. However, in such case, the ratio will be 60%:40% between L1:L2 bidders, if L2 bidder matches the rate, terms and conditions of L1 bidder. If it is divided between three parties, the ratio will be 50%:30%:20% between L1:L2:L3 bidders, if L2 &amp; L3 bidders match the rate, terms and conditions of L1 bidder.</p> <p>However, any party will not have any claim towards reduction of such quantity from their scope of supply and such splitting of Scope of Supply will be done at negotiated Lowest accepted rate only.</p> <p>Order quantity will be reviewed periodically by BBJ and considering the status of production and supply of Bolts, quantities may be revise/reduce as per BBJ's requirement to suit the project work.</p> <p>BBJ's decision, in this regard, will be final and binding on the supplier(s) and no claim will be entertained on this account.</p>
06.	<p><b><u>VALIDITY OF TENDER:</u></b> – 90 (ninety) days from the date of opening of tender or for a further period if mutually accepted.</p>
07.	<p>Conditional tenders shall be straightway rejected and no additional clause will be entertained.</p>

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**SCC-1**

**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, Rajendra Nath Mukherjee Road, Kolkata- 700001.
- b) The "TENDER" shall mean the proposal submitted by the Tenderer/Bidder in response to BBJ's Notice of Invitation to this Tender Document.
- c) The "ORDER" shall mean a written Purchase Order issued by BBJ.
- d) The "SUPPLIER" / "MANUFACTURER" shall mean the person, firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.
- e) S.W. Railway means "South Western Railway" and/or their Authorized representatives.

**2. SCOPE OF SUPPLY:** As per BILL OF QUANTITY (BOQ)

**3. VARIATION IN QUANTITIES:** Variation will be within  $\pm$  25% of the ordered quantity.

**4. INSPECTION & TESTING:**

Manufacturer's Test Certificate & By BBJ/ S.W. Railway/ S.W. Rly's Approved Agency.

**The following aspects may be noted in this regard:**

- a) In addition to above, random samples of the Bolts shall be collected by BBJ/ S.W. Railway/ S.W. Rly's Approved Agency for Third Party Testing by NABL accredited Laboratory at any stage to confirm the fulfilment of the acceptance criteria.
- b) In case of rejection of Bolts at any stage by any of the above inspection agencies, the defective lot/lots of Bolts must be replaced by the supplier by a fresh lot for further inspection and testing by the inspection agency nominated by BBJ within a reasonable time without any extra cost to BBJ. Inspection and test report clearing this replacement lot with acceptable test results as per relevant IS codes and confirming all the requirements must be submitted before dispatch. Inspection certificate shall not absolve the supplier from replenishing defective Bolts at any stage.
- c) Inspection Charges will be reimbursed by BBJ at actual on submission of all the relevant documentary evidences along with bill against delivery, subject to acceptance of the lot by the inspection agency.
- d) Detailed inspection and acceptance criteria as per approved QAP is enclosed as Annexure.

**5. FIRM PRICE:**

Rate shall remain firm and shall not attract escalation due to any reason such as Steel price hike whatsoever in pursuance of this contract during the delivery period or up to the extended delivery period as the case may be from the date of purchase order. No escalation or any variation in prices is payable to the supplier on account of any increase or modification in the tax structure or introduction/modification of existing levy structure.

**6. TAXES & DUTIES:**

The contractor 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 BBJ for any duties/taxes to be imposed on procurement of any materials/obtaining of any services for execution of this contract.

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**SPECIAL CONDITION OF CONTRACT**

**SCC-2**

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

- a) The quoted price shall be **exclusive 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 supplier'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 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 regular interval as per contract condition and uploaded 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 bidder, the same shall be recovered from Bidder's bill.

**8. New Levies / Taxes**

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.

- 9. PAYMENT TERMS:** 100% payment within 30 (thirty) days after receipt of clear bill/invoice and certification thereof by the concerned Department/Site. etc.

- 10 DELIVERY:** Delivery to be made in Karnataka state, at any or all the addresses mentioned below:-.

**(A) SHOP BOLTS:**

- 1) **The Braithwaite Burn & Jessop Construction Company Limited**  
**C/o Vrinda Engineers Pvt. Ltd.**  
Plot No. 276, 276-305, Debshal,  
Near Shanti Niketan Road, Kankora,  
Ausgram, Burdwan, West Bengal – 713418;
- 2) **The Braithwaite Burn & Jessop Construction Company Limited**  
**C/o Kalyani Alloy Castings Pvt. Ltd.**  
Industrial Growth Center, Chandmari More,  
Muragacha Road,  
Kalyani, Nadia  
West Bengal - 741245

**(B) SITE BOLTS:**

- 1) **The Braithwaite Burn & Jessop Construction Company Limited**  
Bridge No. 125,  
Between Gokak Road-Ghataprabha Railway Stations,  
South Western Railway  
Karnataka
- 2) **The Braithwaite Burn & Jessop Construction Company Limited**  
Bridge No. 184,  
Between Kudachi-Ugarkhurd Railway Stations,  
South Western Railway  
Karnataka

**SPECIAL CONDITION OF CONTRACT**

**SCC-3**

**11. DELIVERY PERIOD:**

Total quantity are to be delivered in phases (as per the instruction of BBJ) starting from end of 2<sup>nd</sup> month from the date of LOA/Order and entire order to be completed within 08 (eight) months from the date of LOA/ Order, whichever is earlier.

**12. DELIVERY PERIOD EXTENSION**

If there is delay for reasons not attributable to the supplier/contractor, BBJ upon receipt of written request justifying such delay from the Supplier may extend the Delivery period as suitable and fit reasonable to BBJ. No extra claim of supplier will be entertained in such cases of time extension being granted.

**13. 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 of HSFG Bolts, Nuts & Washer without any interest. On receipt of formal application from the supplier for releasing of 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/ NEFT/ RTGS, within 15 (fifteen) days from the date of receipt of LOA, otherwise LOA will be cancelled & withdrawn. The bidder will be debarred from participating in future bid for a period of 01 (one) year the date of LOA.

**14. GUARANTEE:**

Supplier will stand guarantee for the quality supplied item. If the supplied quantity found defective, the defective quantity to be replaced by the supplier at their risk and cost.

**15. SUBLETTING OF WORK**

No part of our Purchase Order nor any share or interest thereof shall, in any manner, be transferred, assigned or sublet by the successful bidder/supplier directly or indirectly to any person or firm or company, whatsoever the name, without the prior consent in writing of BBJ and IRCON.

**16. LIQUIDATED DAMAGE:**

If the Supplier fails to supply the quantity within stipulated delivery period, as mentioned in the order, 0.5% (zero point five percent) of order value will be deducted from bill/invoice for per week of delay or part thereof, subject to a maximum of 5% (five percent) of the total order value.

**17. TERMINATION OF CONTRACT:**

If the supplier/party failure to complete the total work/ supply/ service 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. On account of termination due to noncompliance of contractual obligations, EMD/ Security Deposit shall be forfeited. Additionally, supplier's pending bill, if any, shall also be forfeited to recover the additional cost.

**18. ARBITRATION:**

In the case of dispute arising between the Employer and Contractor related to any matter arising out of or connected with this Contract, such dispute shall be referred to the Arbitral Tribunal consisting of 03 (three) arbitrators, one each to be appointed by the Employer and Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act

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**SCC-4**

as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrators, upon the request of either or both parties, the presiding arbitrator shall be appointed by the President, Institution of Permanent Way Engineers (India), New Delhi. The Indian Arbitration and Conciliation Act, 1996 the rules there under and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings;

If one of the parties fails to appoint its arbitrators in pursuance of para (1) above, within 60 days after receipt of the notice of the appointment of its arbitrators by the other party, the Secretary General of the Permanent Court of Arbitration, The Hague or The President, Institution of Permanent Way Engineers, India, New Delhi shall appoint the Arbitrator. A certified copy of the Secretary General's order or The President, Institution of Permanent Way Engineers, India, New Delhi order, as the case may be, making such an appointment shall be furnished to both the parties.

Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

All arbitration awards shall be in writing and shall state the reasons for the award.

**19. 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.

**20. NOTE to BOQ:**

- a) Quoted rate should inclusive of all taxes, Duties, Royalties, Delivery charges at our Karnataka Project Site except Goods & Service Tax which will be paid extra by BBJ as per supplier's bill/invoice.
- b) All specification are as per attached BBJ's Order Sheet No. HSFG/SITE/3134/45.7/01 (Rev.-A) Dt. 28.04.2019, No. HSFG/SHOP/3134/45.7/01 (Rev.-A) Dt. 28.04.2019.
- c) Bolts are HIGH STRENGTH FRICTION GRIP bolts of CL.8.8 (As per RDSO drawing no.B-11760/R) confirming to IS:4000 (1992), IS:3757 (1985) (reaffirmed 2003);
- d) All Nuts are conforming to IS:6623(2004) & IS:1367(PART-6) and Plain/Taper washers (for ISMC) are conforming to IS:6649.
- e) Each HSFG HEX. HD. Bolt consists of one DTI washer, One plain & one HEX. HD. Nut.
- f) All Bolts, Nuts & Washers must have identification mark and manufacturer's symbol & property class.
- g) All Bolts, Nuts & Washers must have Manufacturer's Test Certificate in addition three sets of random sample consisting of 1 no Hex. HD. Bolt + Hex. HD. Nut + Plain washer/ Taper washer from each lot to be sent to reputed independent NABL accredited Laboratory.
- h) All Bolt, Nuts & Washer should have coating of Zinc phosphate as per IS 1367 (PART-XII).
- i) Bolts length with respect to Grip & Thread length details to be verified by the party prior to approval of manufacturing.
- j) Dimensional details to be provided by the party for prior approval before manufacture.

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