

(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; Website: www.bbjconst.com

e-TENDER NO.	eNIT/DGM(P-V)/D-2843/DRAWING/ ALLAHABAD/2154/R1/34-2020	DATE	02.11.2020
--------------	--	------	------------

NOTICE INVITING E-TENDER

Sealed e-Tenders under **two-part bidding system** (i.e. Techno-Commercial & Price Bid) are invited from vendors who are technically & financially capable for carrying out the said work as per scope of work and who will fulfil the Qualifying Requirements (QR) given under are eligible to quote against the above NIT:

01.	NAME OF WORK	DEPLOYMENT OF AGENCY FOR PREPARATION OF FABRICATION DRAWING FOR 76.2M SPAN STEEL GIRDERS REQUIRED FOR BRIDGE OVER RIVER GANGA BETWEEN JHUSI AND DARAGANJ STATION AT ALLAHABAD.	
02.	QUANTITY	AS PER BOQ	
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
04.	EARNEST MONEY DEPOSIT	<p>Rs.25,000/- (Rupees twenty five thousand only) by Demand Draft/ Banker's Cheque in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" payable at Kolkata.</p> <p>MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.</p>	
05	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT OF CPPP, NIC	
06	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	03.11.2020
		Document download Start Date	03.11.2020 - 10:00 HRS
		Start Date of uploading of bid document	10.11.2020 - 10:00 HRS
		End Date for uploading of bid document	16.11.2020 - 15:00 HRS
		Date of opening of Technical	17.11.2020 - 15:00 HRS
		Date of opening of Financial	To be notified later

(A.Neogi)
DGM(P-V)

INSTRUCTION TO THE BIDDERS

1	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	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.	SUBMISSION OF BID Bids to be submitted online through e-Procurement system of CPPP. 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 will consists of the following: <ol style="list-style-type: none"> 1. Earnest Money Deposit: Scanned copy to be uploaded in e-Procurement portal and the physical instrument should reach BBJ-HO within the due date for submission of bid. 2. The tender documents duly digitally signed EXCLUDING BILL OF QUANTITIES to be uploaded in the e-Procurement portal. 3. Copy of GST Registration Certificate. 4. Copy of PAN 5. Copy of relevant documents/ experience certificate showing past experience in respect of FABRICATION DRAWINGS related to STEEL BRIDGE GIRDERS as per Clause no. 2.0 of "Special Condition of Contract". 6. Audited Balance Sheet and Profit & Loss A/c along with IT Return for last three FY ending 31st March, 2020
b)	PRICE-PART: Properly filled up BILL OF QUANTITY (BOQ-1) duly digitally signed to be uploaded in financial part.
4.	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
5.	BBJ administration reserves the right to accept/ reject any or all of the tenders and split the scope of supply to more than one agency/agencies without assigning any reason whatsoever. No claim will be entertained on account of this. In case of splitting of total scope of work by BBJ, the following ratio will be followed: a) The L1 bidder will get not less than 60% (sixty percent) of the total scope of work as per BOQ and at the lowest acceptable rate. B) THE L2/L3 bidder will get not more than 40% (forty percent) of total scope of work and at the lowest acceptable rate.
6.	All duties, taxes, fees and other levies payable (except GST) by the contractor under the contract or any other cause shall be included in the quoted prices.
8.	The tender is to be uploaded in e-Procurement portal and hardcopy of EMD & Tender Fee to be submitted within due date to Dy. General Manager(P-V), THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, R. N. Mukherjee Road, Kolkata-700 001
9.	VALIDITY OF TENDER: – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.
10.	LANGUAGE Bids and all accompanying document shall be in English. In case any accompanying documents are in other language, it shall be accompanied by an English translation. The English version shall prevail in matter of interpretation.

(A.Neogi)
DGM(P-V)

TENDERER(S)

BBJ

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 & 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 should have past experience in preparation of FABRICATION DRAWINGS related to "STEEL BRIDGE OPEN WEB THROUGH TYPE GIRDERS" for minimum span length of 61.0M.

3. SCOPE OF WORK:

- a) Preparation of Fabrication drawing for 76.2M Span Steel Girders alongwith Material List, DODL list and Fasteners List as per Structural Arrangement Drawing no. 2018-19/J-844/ST-01 dated 12.09.2020, Rev.0 (Double Tack) and to correlate with finally approved GA Drawing and design drawings for Joints & Members (issued by client RVNL).
- b) Agency will require to provide any clarifications in connection with prepared drawings, if sought by Proof checking consultant and/or BBJ and/or client RVNL during approving drawings.
- c) Submission of 03 (three) sets of each approved Fabrication Drawings, Material List, DODL list and Fasteners List alongwith the softcopy of the same (AutoCAD & Excel sheet).
- d) Quantity variation +/- 25% (plus/minus twenty five percent) to be considered.

4. EARNEST MONEY DEPOSIT:

Deposit of Earnest Money amounting to Rs.25,000/- (Rupees twenty five thousand only) may be made in the form of Pay Order/ Demand Draft 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 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 receipt of final approval of fabrication drawings etc. from Principal Client for the successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

5. COMPLETION PERIOD:

Preparation of fabrication drawings along with material list, DODL list and fasteners list to be completed within 90 (ninety) days from the date of LOA/Order as per priority list fixed by BBJ's Drawing office.

5.1 EXTENSION OF COMPLETION PERIOD:

If there is delay for reasons not attributable to the agency, BBJ, upon receipt of written request from the agency may extend the Milestone/ Completion time as suitable and fit reasonable to BBJ. No extra claim (including escalation) of agency will be entertained in such cases of time extension being granted.

6. PAYMENT TERMS:

- a) **80%** (eighty percent) payment within 45 (forty five) days from the date of completion of total drawing and supply of bill (with receipted challan and certification of respective project in-charge) with payment release advice of BBJ's Drawing office.
- b) Balance **20%** (twenty percent) will be paid within 45 (forty five) days after final approval of client RVNL or RVNL's appointed agency.

5. RATE:

The vendors must submit their offer strictly as per Bill of Quantities. The bidder must quote the Basic Rate including all other taxes & duties (excluding) for the items mentioned in BOQ. The price must be firm during the tenure of this contract.

Notes:

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.

6. TAXES & DUTIES:

The contractor 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 & 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.

7. GOODS AND SERVICE TAX (GST)

- 7.1 Without prejudice to stipulation in the tender, 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. Bidder shall quote their rate after considering the input tax credit on their input materials and services.

The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). 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.

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.

7.2 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.

8. FIRM PRICE:

Your rate shall remain firm and shall not attract escalation due to any reason whatsoever in pursuance of this contract from the date of LOA/Order.

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 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 LOI/LOA, otherwise LOI/LOA 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 LOA.

Security Deposit will be released after receipt of final approval of fabrication drawings etc. from client RVNL/ or their authorized agency.

10. LIQUIDATED DAMAGE:

If the successful bidder fail to complete the entire work within the stipulated period, 0.5% (zero decimal five percent) of order value will be deducted from bill for per week delay or part thereof subject to a maximum of 5% (five percent) of the total order value.

11. SUBLETTING OF WORK

No part of work 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.

12. 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 for which the present successful bidder herein shall be liable to pay all the incidental & extra cost to BBJ. 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.

The successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful 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.

8. 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.

(A. Neogi)
DGM(P-V)

