

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED (BBJ)

eNIT/DGM(P-V)/INSPECTION&TESTING/R1/22-2018

DATE: 18.05.2018

(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)/INSPECTION&TESTING/R1/22-2018	DATE	18.05.2018
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NOTICE INVITING e-TENDER

Tenders are invited online in CPP's portal from reputed NABL's accredited & reputed Inspection & Test Houses for the following work:-

1.	NAME OF THE WORK	INSPECTION & TESTING JOB HAVING ALL SORTS OF INSPECTION & TESTING FACILITIES WITH INFRASTRUCTURES TO CARRY OUT THE DESTRUCTIVE, NON-DESTRUCTIVE AND NON-STANDARD TESTS, INSTRUMENTS CALIBRATION & OTHER RELATED WORKS TO ENABLE BBJ TO MAINTAIN THE REQUIRED QUALITY STANDARDS FOR ONGOING/FUTURE PROJECTS UNDER DIFFERENT INDIAN RAILWAY ZONES & OTHER CLIENTS.	
2.	PERIOD OF CONTRACT	FROM 01.07.2018 TO 30.06.2020 OR TILL COMPLETION OF TOTAL CONTRACT VALUE OF RS. 20.00 LAKH (EXCLUDING GST), WHICHEVER IS LATER.	
4.	EARNEST MONEY DEPOSIT (EMD)	Rs.25,000.00 (RUPEES TWENTY FIVE THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENT WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. <u>MSE UNITS WITH NSIC REGISTRATION</u> (SHOULD BE VALID ATLEAST UPTO TENDER VALIDITY PERIOD) FOR THE BOQ ITEM ARE EXEMPTED FROM SUBMISSION OF EMD <u>SUBJECT TO SUBMISSION OF DECLARATION OF THEIR UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP</u> . COPY OF NSIC CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED. EXISTING VENDORS MAY ADJUST EMD AMOUNT FROM THEIR PASSED BILL LAYING WITH BBJ, PROVIDED THEY MUST MENTION THE PARTICULAR BILL REFERENCE FOR EMD ADJUSTMENT. EMD OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO SECURITY DEPOSIT.	
5.	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT SYSTEM IN CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT https://eprocure.gov.in/eprocure/app . ONLY EMD AMOUNT, AS PHYSICAL INSTRUMENT, ARE TO BE SUBMITTED AT BBJ'S HEAD OFFICE AT 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700001, WEST BENGAL, BEFORE OPENING DATE OF TECHNICAL e-BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPPP'S WEBSITE AND BBJ'S WEBSITE, NOT TO BE PUBLISHED IN ANY NEWSPAPER.	
6.	DATE & TIME SCHEDULE	DATE OF PUBLISHING e-NIT	19.05.2018
		DOCUMENT DOWNLOAD START DATE	19.05.2018 - 10:00 HRS
		START DATE OF UPLOADING OF BID DOCUMENT	24.05.2018 - 10:00 HRS
		END DATE FOR UPLOADING OF BID DOCUMENT	01.06.2018 - 15:00 HRS
		DATE OF OPENING OF TECHNICAL BID	02.06.2018 - 15:00 HRS
		DATE OF OPENING OF FINANCIAL BID	To be notified later

(A. Neogi)
Dy. GM(P-V)

TENDERER

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BBJ

INSTRUCTION TO BIDDERS

IB-1

01.	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://eprocure.gov.in/eprocure/app
02.	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 website (https://eprocure.gov.in/eprocure/app) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.
03.	SUBMISSION OF e-BID: Tenders to be submitted online in CPP's Portal in two parts: (A) TECHNO-COMMERCIAL e-BID (B) PRICE e-Bid
(A)	TECHNO-COMMERCIAL e-BID: THE Techno-commercial bid will consist of the following:
i.	Experience: Bidder should have experience for successfully completion of Inspection & Testing work for Railways products <u>during the last two (02) years ending as on 31.03.2018.</u> Copy of Purchase Order/Job completion certificate/relevant document, received from clients, duly signed & stamped in each pages proving your past experience to be submitted online in CPPP.
ii.	Pre-Qualification Criteria (PQC): Documentary evidence satisfying the following Pre-Qualification Criteria (PQC) should be provided by the bidders, as part of Technical Bid: a) Contractor must be certified by the National Accreditation Board for Testing and Calibration Laboratories (NABL). b) Contractor's office and Test laboratory must be in or around Kolkata and Howrah. c) Contractor shall have the testing facilities for all the items generally required in industry. d) Contractor shall provide non-destructive testing facilities to any site/location in India as per our projects requirement, if necessary. e) Contractor shall have Calibration facilities for measuring instruments and gauges. f) Contractor shall have knowledgeable, competent and skilled personnel. g) Must be accepted to the leading Inspection Authorities like RDSO, RITES etc. h) Must be acceptable to the Central and State Government Organizations like Defense, Railways, Ports etc., Steel, Oil, Power Sectors, CPWD, different State PWDs etc. i) Must be acceptable to all the major industrial houses, both private and public sectors. j) Quality of service of contractor must be of high level. k) Time schedule must be maintained by the contractor. l) All the inspection and testing facilities shall be available as and when required by us.
iii.	Copy of the following documents duly signed & with official stamped are to be uploaded into CPPP's: a) Copy of PAN & Income Tax Return (ITR) for last three years ending as on 30.03.2017; b) Copy of Good & Service Tax (GST) registration certificate, c) Copy of NSIC certificate & UAM no. for MSEs, if claim for exemption of EMD. d) The eNIT document duly signed with official stamp in each pages.
iv.	Earnest Money Deposit of Rs.25,000.00 (Rupees Twenty Five Thousand only) in the form of <u>Demand Draft or Pay order</u> in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at "Kolkata". EMD in physical instrument is to be submitted to BBJ's Head office before opening of Techno-Commercial e-bid. EMD amount of successful bidder will be converted into security deposit.

INSTRUCTION TO BIDDERS

IB-2

v.	<p>All the above document (including scanned copy of the EMD) are to be uploaded in CPP's portal (https://eprocure.gov.in/eprocure/app) within the end date of uploading.</p> <p>Only EMD, as physical instrument, to be submitted in BBJ's office addressing to The DGM(P-V), The Braithwaite Burn & Jessop Construction Company Limited at 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700001, before opening date of Techno-Commercial e-bid.</p>
(B)	<p>PRICE e-Bid: Properly filled up Bill of Quantities (BOQ) is to be uploaded in CPPP website in .xls format. 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.</p>
04.	<p>Conditional tenders shall be straightway rejected and no additional clause will be entertained.</p>
05.	<p>BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of work into more than one agency in the ratio of 60%:40% between L1 & L2 bidders (provided L2 bidder accepts L1 rate) respectively without assigning any reason whatsoever. No claim will be entertained on account of this. However, any party will not have any claim towards reduction of such quantity from their scope of supply and such splitting of scope of work will be done at negotiated lowest accepted rate only.</p>
06.	<p>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.</p>
07.	<p>EXEMPTION FOR MICRO & SMALL ENTERPRISES:-</p> <ul style="list-style-type: none">i) Micro & Small Enterprises (MSE) units registered with National Small Industries Corporation (NSIC) will be given following benefits:-<ul style="list-style-type: none">a) Issue of Tender set free of cost i.e. Cost of tender is NIL;b) Exemption from submission of Earnest Money Deposit (EMD);ii) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/service indicated under description of work/supplies/services & value up to which the firms are registered with NSIC). To obtain above benefits, firms should necessarily submit valid (valid at least up to this tender validity period) copy of the Registration Certificate issued by NSIC.iii) Firms in the process of obtaining NSIC Registration or renewal of previous NSIC Registration will not be considered for above benefits.
08.	<p>All costs and expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.</p>
09.	<p>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 bidder whom tender is not accepted shall not be entitled to claim any cost, charges or expenses incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ.</p>
10.	<p>VALIDITY OF TENDER: 90 (Ninety) days from the date of opening of tender or for a further period if mutually accepted.</p>

(A. Neogi)
Dy. GM(P-V)

SPECIAL CONDITION OF CONTRACT

SCC-1

1. DEFINATIONS 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 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 Work Order issued by BBJ.
- d) The "**Tenderer/Bidder**" shall mean the person, firm or Company whom Tender has been accepted by BBJ.

2. SCOPE OF WORK:

Inspection and testing of various items (Destructive and Non-Destructive conforming to the specifications of Indian Standards and other specification, Non-standard specification etc.), calibration of instruments, special services and other related works as per our requirement for ongoing projects and upcoming/future projects during next couple of years for our clients in connection with Quality Control (QC) and Quality Assurance (QA) related activities in BBJ and whenever necessary that will be intimated to you in writing from time to time.

You are to carry out the inspection and testing as per our requirement and whenever necessary, that will be intimated to you in writing.

For providing special services and Non-destructive tests (except in and around Kolkata and Howrah) the expenditure against to and fro journey, fooding, lodging etc. will be reimbursed by BBJ against submission of relevant documents along with the bills/invoices.

3. VALIDITY OF RATE:

Your quoted rate for all testing and inspection items must be valid for the period from 01st July, 2018 to 30th June, 2020 or completion of total contract value of Rs.20.00 (Twenty) Lakhs, whichever is later.

4. CONTRACT PERIOD:

From 01.07.2018 to 30.06.2020 or till completion of total contract value of Rs.20.00 (Twenty) lakh (excluding GST), whichever is later.

5. PAYMENT TERMS:

Payment will be released within 30 (thirty) days after submission of cleared bill/Invoice with relevant documents, duly certified by Engineer-in-charge/BBJ's representative with proper certification of completion of work.

6. SECURITY DEPOSIT:

Earnest Money Deposit (EMD) by the successful bidder will be converted into security deposit and will be retained by BBJ till successfully completion of contract period, without any interest.

MSE bidder who get exemption from submission of EMD and become L1 bidder, they has to submit the required amount of Security Deposit of Rs.25,000.00 (INR Twenty five thousand).

SPECIAL CONDITION OF CONTRACT

SCC-2

7. 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.

8. 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 bidder's bill. **Bidder shall quote their rate after considering the input tax credit on their input materials and services.**
- b) In this job, as transfer of property of goods is involved in connection with immovable property, GST under supply of services is applicable. 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.**
- c) At present no GST-TDS is applicable. If the same is applicable in future, 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.

9. 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.

10. TERMINATION OF CONTRACT:

In case of failure to discharge the duties as per our requirement, 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. In that case, BBJ shall encash contractor's Security Deposit and forfeit any other due pending with the contractor.

11. 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)
Dy. GM(P-V)**

OTHER EXTRA CHARGES

(To be provided by BBJ on actual after production of valid documents of expenses)

SL. NO.	DESCRIPTION
1.	Lodging expenses for two/three persons in a moderate Hotel/Guest House
2.	To & Fro Railway fare between Kolkata/Howrah and Working site or BBJ's establishment outside Kolkata/Howrah by AC Chair Car/AC-III/AC-II depending on the availability of Tickets.
3.	Transportation arrangement and expenses at Working site or BBJ's establishment outside Kolkata/Howrah

ASSISTANCE TO BE PROVIDED AT WORKING SITE OR BBJ'S ESTABLISHMENT

SL. NO.	DESCRIPTION
1.	Assistance for placement of the material necessary for Ultrasonic and Radiography Testing
2.	Assistance for clearing the surface under testing
3.	Electrical connections nearest to the job
4.	Proper lighting arrangement if the job is to be continued in the evening or at night
5.	Safe custody of the instrument/equipment during the idle period (non performing time)

(A.Neogi)
Dy.GM(P-IV)