

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

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NOTICE INVITING e-TENDER

eNIT/BBJ/DGM(P-V)/AN/SALWOOD SLEEPER/3132/59-2019

Dated: 07.12.2019

Offers are invited **through ON LINE through e-Procurement system of CPPP** from reputed suppliers and sellers of Sal Wooden Sleeper(BG Type) in connection with supply of "SAL WOODEN SLEEPER(BG Type)" at The Braithwaite Burn And Jessop Construction Co. Ltd., Gadag-Hotgi Bridge (Br.No.8) Project Site and also at Lounda - Miraz Bridge (Br.No. 184) Project Site, Karnataka under S. W. Railway. The description of Sal Wooden Sleeper (BG Type) and Other Terms and Conditions are detailed hereunder :-

A.	SCOPE OF SUPPLY	Supply of Sal Wooden Sleeper (BG Type)	
B.	DESCRIPTION OF SAL WOODEN SLEEPER (BG TYPE)	As per attached Scope of Work/ BOQ-1	
C.	EARNEST MONEY DEPOSIT (EMD)	Rs.25,000.00 (Rupees Twenty Five Thousand only) in the form of Demand Draft/ Pay Order in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD. "PAYABLE AT KOLKATA. MSME/NSIC/SSI Units will be waived from submitting EMD subject to submission of Declaration of their UDYOG AADHAR MEMORANDUM(UAM) NUMBER OF CPPP.	
D.	MODE OF SUBMISSION	Online through e-Procurement System of CPPP.	
E.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	07.12.2019
		Document Download Start Date	07.12.2019 - 11:00 HRS
		Start Date of Uploading of Bid Document	13.12.2019 - 10:00 HRS
		End Date for Uploading of Bid Document	20.12.2019 - 15:00 HRS
		Date of opening of Bid	21.12.2019 - 15:00 HRS

(ए. नियोगी) / (A. Neogi)
DGM (P-V)

GENERAL TERMS & CONDITIONS :-

- 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.
 1. **Following documents are to be uploaded and also submitted by each supplier/vendor with their Bid positively.**
 - (a). Copy of up to date valid Trade License from concerned Authorities;
 - (b). Copy of GST Registration Certificate;
 - (c). Copy of PAN Card;
 - (d). Copy of Demand Draft/Pay Order of EMD;
 - (e). **As a proof of supply of "SAL WOODEN SLEEPER - BG TYPE" to any organization such as in Central Govt./State Government/Reputed Public Sector Companies for last 3(three) years ending 31st March,2019, failing which the tender will be disqualified.**
 - (f). Copy of **Indian Income Tax Return Acknowledgement** from concerned authorities for the following **Assessment Year :-**
 - (g). Assessment Year :- 2017-2018
 - (h). Assessment Year :- 2018-2019
 - (i). Assessment Year :- 2019-2020
 - (j) **The General terms & conditions of this NIT to be signed with official stamp by the tenderer in each page as a token of unconditional acceptance of all notes and terms & conditions of the Tender.**
 2. **Rate :-** The bidder must submit their offer **strictly as per Bill of Quantity (BOQ-1)** of this tender document. The bidder must quote their Basic Price/Unit Price which will be inclusive of delivery charges up to BBJ Karnataka Project Sites, as noted below in serial number 4(i.e. Delivery Place & Quantity). **GST(as applicable) will be treated as extra.** The price must be firm during the tenure of this supply/contract and no escalation of any account will be allowed.
 3. **Validity of Offer :** Your offer should be valid and firm for a period of 90(ninety) days the date of opening of offer.
 4. **Delivery Place & Qnty. :-**
 - (A) THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.
RLY. BRIDGE NO. 184, KRISHNA BRIDGE SITE,PO:- KUDACHI
TALUKA:- RAIBAG, DIST:- BELGAUM, STATE:- KARNATAKA, PIN:- 591311
Quantity :- 100 Nos.
 - (B) THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.
RLY. BRIDGE NO. 8 (HOLE ALUR), 1 KM FROM HOLE ALUR RAILWAY STATION
DIST:- GADAG, STATE:- KARNATAKA, PIN:- 582203
Quantity :- 150 Nos.

5. **Delivery Period**: - Within 30 days(including Inspection Period) from the date LOI/Order whichever is earlier along with Inspection Report/Certificate.
6. **Payment** :- Within 30 days from the date of delivery and submission of bill with receipted challan.
7. **Earnest Money Deposit** :- An amount of **Rs.25,000.00**(Rupees twenty five thousand only) to be submitted with individual offer, **as EMD amount** in form of **Demand Draft/Pay Order** 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 Declaration of their UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP.
The EMD amount of successful bidder will be converted into Security Deposit and the same amount will be released to the respective bidder within 30 days after completion of total supply./service/work without any interest subject to receipt of formal request from the awarded bidder.
The EMD lodged by the un-successful tender shall be refunded to the un-successful bidders immediately after finalization of the Tender.
8. **Statutory Obligation**:- All necessary legal matters/statutory in connection with the transportation of Sal Wooden Sleeper(BG type) will be your responsibility. BBJ will not be responsible for any financial/contractual obligations.
9. **Inspection**:- Inspection to be done by BBJ at your work prior to dispatch.
10. **Liquidated Damage** :- If you fail to complete supply as per our order within stipulated period, 0.5% of order value will be deducted from your bill for per week of delay subject to maximum of 5% of order value.
11. **Termination of Contract**:- If the supplier 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. Additional cost if incurred shall be recovered from the supplier's bill.
12. **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.
13. **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 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.

(ए. नियोगी) / (A. Neogi)
DGM (P-V)