

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

eNIT/DGM(P-V)/UNLOADING-STACKING/2150/3131/61-2019

DATED: 18.12.2019

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700 001, WEST BENGAL.
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e-Tender No.	eNIT/DGM(P-V)/UNLOADING-STACKING/2150/3131/61-2019	DATE	18.12.2019
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NOTICE INVITING e-TENDER

e-Tender under two-bid system (i.e. "Techno-Commercial Part" & "Price Part") are invited from eligible vendors for unloading and stacking of materials as per the "Scope of Work"/ "BOQ", and details mentioned hereunder:

A.	NAME OF WORK	Unloading and Stacking of materials at Bridge No.15 and 19 of Mizoram for Mizoram Railway Bridge Project.	
B.	SCOPE OF WORK	As per attached Scope of Work/ BOQ	
C.	EARNEST MONEY DEPOSIT (EMD)	Rs.25,000.00 (Rupees twenty five thousand only) in form of Demand Draft/ Pay Order in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD. " payable at <u>KOLKATA</u> . 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	19.12.2019
		Document Download Start Date	19.12.2019 - 10:00 HRS
		Start Date of Uploading of Bid Document	26.12.2019 - 10:00 HRS
		End Date for Uploading of Bid Document	01.01.2020 - 15:00 HRS
		Date of opening of Technical Bid	02.01.2020 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(ए. नियोगी) / (A. Neogi)
DGM (P-V)

INSTRUCTION TO TENDERERS

General Instruction / General Terms & Conditions:

1.0 The tender is comprising of two (2) Parts:

- (a) Part – I : Techno Commercial Bid
(b) Part – II : Price Bid

2.0 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.

3.0 ELIGIBILITY CRITERIA:

The bidder should have experience of 5 years in unloading of materials by Crane/Hydra at Northeast region which should be supported by valid and acceptable documents.

4.0 SCOPE OF WORK:-

Unloading and Stacking of materials at Bridge No.15 and 19 of Mizoram for Mizoram Railway Bridge Project. Following points may be noted for the work:

01. Girder components vary up to 12.00m
02. Maximum weight of girder components is 5.00MT
03. The components after unloading are to be stacked properly and should be well above ground surface for which sleepers, gutkas or equivalent materials are to be arranged by contractor.
04. The contractor shall be responsible for any loss or damage to the Girder components while unloading and stacking.
05. The worker should come with proper safety equipment at site.
06. Loose joint materials shall be kept under heavy load of girder or as per direction of site representative of BBJ so that no theft can be taken place.
07. Crane/Hydra, tools, tackles, sleepers, gutka, slings etc. will be arranged by contractor.
08. Wooden/ Concrete sleepers etc. to be arranged by the Agency for stacking of materials.
09. Necessary permit/license of crane/manpower have to be arranged by contractor.

5.0 PERIOD OF RATE CONTRACT:

Period of Contract shall be **for 06 (six) months** from the date of placement of LOA/Order, whichever is earlier. We, however, reserve the right to extend the contract as may be required or terminate the contract at any time without assigning any reason whatsoever by giving three weeks notice in advance.

6.0 VALIDITY OF THE OFFER:

The offer should remain valid for minimum period of 90 days from the date of opening of tender.

7.0 MODE OF SUBMISSION OF BID:-

BIDs to be submitted through online through e-Procurement System of CPPP at <https://eprocure.gov.in/eprocure/app>. A Hard Copy of EMD shall have to be submitted to this office. Bids will be in two separate part. 1st Part will be treated as Techno **Commercial Bid** and 2nd Part will be treated as **Price Bid**.

The offer/bid should comprise of:

- (i) Part-I : Techno-commercial Bid & EMD
- (ii) Part-II : Price Bid

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

8.0 Techno Commercial Bid (Part-I) will contain the following documents:

- a) **Earnest Money Deposit** (EMD) of **Rs.25,000.00** (Rupees twenty five thousand only) is required to be submitted in form of Demand Draft / Pay Order drawn 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 OF CPPP.

THE EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO INITIAL SECURITY DEPOSIT AND THE SAME AMOUNT WILL BE RELEASED TO SUCCESSFUL BIDDER AFTER 06 MONTHS AFTER COMPLETION OF TOTAL SERVICE/WORK WITHOUT ANY INTEREST SUBJECT TO RECEIPT OF FORMAL REQUEST FROM THE AWARDED BIDDER.

The Earnest Money submitted by the un-successful tenderer shall be refunded to the unsuccessful Bidders immediately after finalization of the Tender.

The MSME / NSIC / SSI bidders to note and ensure that the nature of services mentioned in the MSME/NSIC Certificate matches with the nature of services of tendered work. In case the nature of services mentioned in the MSME/NSIC Certificate do not match with nature of services of the tendered work, the offer will be treated as "Without EMD" and may be rejected.

The documents of the followings are to be uploaded with proper official seal and signature :-

- b) Bidders should have experience of 5 years in unloading of materials by Crane/ Hydra at Northeast region which should be supported by valid and acceptable documents.
- c) Copy of Income Tax Return Acknowledgement for the following Assessment Year :-
2016-2017, 2017-2018 & 2018-2019

- d) Copy of GST Registration Certificate;
- e) Copy of PAN;
- f) The eNIT document duly signed with official stamp in each pages.

9.0 Rates are to be quoted as per enclosed Price Schedule Format/BOQ.

PRICE BID (PART – II)

1. Properly filled up Schedule of Rate/ 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.
2. 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. HSN/SAC code must be provided by the bidder in BOQ.**
3. This part must be free from any condition.

10.0 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 reject any and/or all Tender/s without assigning any reasons for the same. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

11.0 PAYMENT TERMS :-

Within **30 (thirty) days** from the date of delivery and submission of bill with receipted challan in the following manner;

- **100% (one hundred percent)** payment shall be released after producing bill of unloading along with document of unloading certified by BBJ representative at site on monthly basis.

12.0 TAXES & DUTIES:

The contractor shall be exclusively responsible for payment of all Taxes 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 taxes to be imposed on procurement of materials for execution of contract. 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.

13.0 SECURITY DEPOSIT:

As security for proper and faithful fulfilment of the obligation under the order, Security Deposit equivalent to **5% (five percent)** of the total Contract Value shall be deducted and should be kept valid till completion of entire contract period plus 06 (six) months. Security Deposit shall be in the following manner;

The Earnest Money deposited by the contractor along with the tender will be retained by the BBJ as part of Security Deposit. The balance amount to make up the total amount of Security Deposit, may be deposited by the Agency in the form of Demand Draft/ Pay Order or may be recovered by percentage deduction from the contractor's bills.

Recovery of Security Deposit: The Security Deposit/ rate of recovery/ mode of recovery shall be as under:

- (i) Security Deposit for work should be **5%** (five percent) of the Contract value and shall be recovered from the bill.
- (iii) Security deposits will be recovered **@10%** (ten percent) of the gross bill value of the contractor and no other mode of collecting SD such as SD in the form of instruments like BG etc., shall be accepted towards security Deposit.

Security Deposit shall be returned to the contractor after completion of entire Order plus 06 (six) months and subsequent to the following:

- a. After passing the final bill based on "No Claim Certificate" with the approval of the Competent Authority.
- b. Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned contractor. This certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to BBJ against the contract concerned.

14.0 LIQUIDATED DAMAGE :-

If you fail to supply as per our schedule date, 0.5% of order value / individual item value will be deducted from your bill for per week of delay subject to maximum of 5% of order value/each item value.

15.0 TERMINATION OF CONTRACT :-

If the supplier is failed to complete the supply as per our requirement and within stipulated delivery period, BBJ reserves the right to cancel the order, wither in part of full as the situation demands and get the supply by deploying other supplier by issuing first seven days and then 48 hours notice. Additional cost if incurred shall be recovered from the supplier's bill.

16.0 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.

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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.

17.0 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.

(ए. नियोगी)/(A. Neogi)
DGM(P-V)