

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

(A Government of India Enterprise)

27,RAJENDRANATH MUKHERJEE ROAD

KOLKATA - 700 001 (WEST BENGAL)

PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961

E-MAIL: bbjproj@vsnl.net ; info@bbjconst.com

eTENDER NO.	NIT/DGM(P-V)/AN/TRANSPORT/2140/14-2019	DATE	28.02.2019
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NOTICE INVITING e-TENDERSealed e-Tenders under **single bid system** are invited from reputed transporters for the following work:

01.	NAME OF THE WORK	Transportation of plants equipments, bolts - nuts, consumables, store materials etc. from Ganga Bridge Site, Munger (Bihar) to Heavy Plant Yard, Kolkata.	
02.	QUANTITY	AS PER BILL OF QUANTITY (BOQ)	
03.	COST OF TENDER DOCUMENT(NON-REFUNDABLE)	NIL	
04.	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 & 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.	
05.	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT OF CPPP, NIC	
06	Date & Time Schedule:	Date of Publishing NIT & Tender	01.03.2019
		Document download Start Date	01.03.2019 - 10:00 HRS
		Start Date of uploading of bid document	08.03.2019- 11:00 HRS
		End Date for uploading of bid document	14.03.2019 - 15:00 HRS
		Date of opening of Bid	15.03.2019 - 15:00 HRS

(A.Neogi)
DGM(P-V)

INSTRUCTION TO TENDERER

01	<u>REGISTRATION OF CONTRACTOR</u> 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 onto https://eprocure.gov.in/eprocure .
02	<u>DIGITAL SIGNATURE CERTIFICATE (DSC)</u> Each contractor 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 Transporter DSC is given as a USB e-Token.
03	<u>SUBMISSION OF BID:</u> Bids to be submitted online through e-Procurement system of CPPP. Tender document to be digitally signed with Company's seal by the Transporters. The rates in the appropriate space in the BOQ should be properly filled in. Tenders to be submitted in two parts:
04	The tender documents duly digitally signed EXCLUDING BILL OF QUANTITIES to be uploaded in the e-Procurement portal.
05	<u>BILL OF QUANTITY (BOQ)</u> Properly filled up BILL OF QUANTITY (BOQ) duly digitally signed to be uploaded in Financial part.
06	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
07	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.
08	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 (W.B.).
09	<u>VALIDITY OF TENDER: – 90 (NINETY) days</u> from the date of opening of tender or for a further period if mutually accepted.
10	In case of new Transporter having no work experience with BBJ in last 5 years becomes successful Transporter, one B.G. for Rs. 2,00,000.00 (Rupees two lakhs only) to be submitted in favour of The Braithwaite Burn And Jessop Construction Company Limited which will be released after successful completion of the job.

DGM(P-V)

SPECIAL CONDITION OF CONTRACT**SCC-1**

- 1.0 The Transporter should sign and stamp on each page of the bid document.
- 1.1 Any information furnished by the Transporter applicant found to be incorrect would render him to be debarred from tendering or taking up any work with BBJ.

1.2 Earnest Money Deposit:

Deposit of Earnest Money amounting to Rs.25,000/- (Rupees Twenty five 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 completion of contract for successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

MSME/NSIC/SSI Units will be waived from submitting EMD subject to submission of Declaration of their UDYOGAADHAR MEMORANDUM(UAM) NUMBER ON CPPP

2.0 SCOPE OF WORK:

Transportation of plants equipments, bolts - nuts, consumables, store materials etc. from Ganga Bridge Site, Munger (Bihar) to Heavy Plant Yard, Kolkata.

(Detailed as per BOQ)

- a) Qty. variation - $\pm 20\%$.
- b) **BIDDERS ARE REQUESTED TO QUOTE PRICE AS PER TRIP BASIS.**
- c) Payment will be made by per Trip Basis.
- d) Any deviation of the above quotation will be treated as cancelled.
- e) Loading & unloading will be done by BBJ.
- f) **Any incidental charges for transportation on road to be borne by the party. Detention charges will not be paid for delay of loading at our site.**
- g) Each vehicle should be provided with appropriate communication system for monitoring movement.

SPECIAL CONDITION OF CONTRACT**SCC-2**

- h) The transporter should visit the both point (loading & unloading) to see the road conditions and the materials before quoting their rates. As the materials are not standard shape & size. Bidder must visit site at Kharsia Site to see the materials before bidding.
- i) **Penalty: In case of delayed placement of vehicle for lifting of materials at loading point beyond 48 hours of notification of the same by BBJ through phone/ sms/ email/ fax/ letter (anyone or multimode) or delay beyond the agreed transit period penalty at the rate of Rs.100 per MT per day will be deducted from the bills.**
- j) **Immediate commencement with 48 hrs notice for deploying vehicle.**
- k) Rate should be quoted per trip basis. **The rate should be inclusive of all but exclusive of GST as per Rule.**

3. PAYMENT TERMS:

Within 30 days from the date of delivery of the materials with proper document at project site.

4. TRANSIT PERIOD:

To be mentioned clearly for only transportation of each trip by Trailer & Truck.

5. VALIDITY OF CONTRACT:

12 (Twelve) months from the date of LOA/Work order.

6. LIQUIDATED DAMAGE:

If the Transporter fails to complete the job within stipulated transit period, 0.5% of order value will be deducted from bill for per week delay subject to a maximum of 5% of the total order value.

7. 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 /agencies. Cost incurred for the above shall be recovered from the contractor's bill and Security Deposit.

8. TIME EXTENSION:

If the Transportation part or full quantity is delayed due to reasons not attributable to the transporter, extension of time without L. D. may be permitted as per the discretion of BBJ. However, for such extension the transporter has to apply with valid and authentic reasons prior to expiry of delivery time. However, if the delay in transportation is attributable to the transporter L.D. clause as per CL. NO. 6 will be implemented.

- 9. BBJ reserves the right to award different BOQ items (s) on different parties. Work in hand of bidders will be considered while placing the order.

SPECIAL CONDITION OF CONTRACT**SCC-3****10. SITE ADDRESS:**

The BBJ Construction Co. Ltd.
Ganga Bridge Site-Munger
(Near – Laldaraja)
Dist. – Munger, Bihar
Pin – 811-201.

The BBJ Construction Co. Ltd.
Heavy Plant Yard,
P-82 Taratala Road, Garden Reach, Kolkata-700024.

11. SUBMISSION OF INVOICE:

The invoice raised by the transporter for the transport carried out in a particular month should reach BBJ-Head Office within 5th of the next month e.g. invoice for transport in Dec-18 must reach BBJ-Head Office, Kolkata by 5thJan-19.

12. 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 GST, which will be extra as applicable) and delivery charges at site for the items mentioned in BOQ.** The price must be firm during the tenure of this contract and no escalation on any account will be allowed.

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.

13.0 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 the Company in respect of any duties/ taxes to be imposed on procurement of materials for execution of contract.

SPECIAL CONDITION OF CONTRACT**SCC-4****14.0 GOODS AND SERVICE TAX (GST)**

14.1 Without prejudice to stipulation in General Conditions of Contract, 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.

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.

14.2 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.

15.0 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 and Performance Guarantee shall be invoked. Additionally, supplier's pending bill, if any, shall also be forfeited to recover the additional cost.

SPECIAL CONDITION OF CONTRACT**SCC-5****16.0 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 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.

17.0 IMPORTANT NOTES:

BBJ reserves the right to:

17.1 Accept or reject any bid received at its discretion without assigning any reasons whatsoever.

17.2 Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.

SPECIAL CONDITION OF CONTRACT**SCC-6**

- 17.3** Postpone or extend the above-mentioned date, split and distribute the work among more than one Transporter without assigning any reason what so ever.
- 17.4** May ask for further qualification during techno commercial scrutiny of bids received.
- 17.5** BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- 17.6** BBJ shall not be liable for any expenses incurred by Transporter in preparation of bid irrespective of whether it is accepted or not.
- 17.7** Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any Transporter found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 17.8** If the Transporter deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.
- 17.9** All costs and incidental expenses for preparation of the tender, discussion, conference, pre-tender site visit, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost expenses.
- 17.10** The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

(Animesh Neogi)
Dy. General Manager (P-V)