

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

P.O.Box No. 264, Kolkata - 700 001 (WEST BENGAL)

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

E-MAIL: info.bbjconst@bbjconst.com

Website:- www.bbjconst.com

NIT/BBJ/M&P/COURIER SERVICE/2023

Dated: 14.02.2023

Sealed Tenders under Single – Bid System (i.e. Techno-Commercial Part & Price Part) are invited from Reputed and Eperieneced Kolkata based Agencies of Courier Services to provide courier of documents and valuable goods as and when required basis.

1 SUBMISSION OF BID :-

The interested agencies are required to submit their technical and financial bid separately. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover superscribing "Tender Notice No and date".

The following documents to be submitted with technical bid as "Pre-Qualification Criteria" of the bidders :

- (a). Copy of GST Registration Certificate;
- (b). Copy of PAN Card ;
- (c). Copy of relevant Documents/Experience Certificate/Orders with co-related Tax Invoices of any Govt. Deptt/Semi Govt Deptt/Govt. of India Enterprise/Undertaking of providing Courier Services in logistics and distribution of documents and parcels on all over India basis during last 3(three) years ending 31.01.2023
- (d). BBJ Tender Document (except Price Part) with stamp and signature on each pages.
- (e). Copy of Address Proof that agency's office is located at Kolkata.
Any bidder not qualifying Pre-Qualification Criteria will be rejected and price bid will not be opened.

2. SCOPE OF WORK:- Official Documents, Parcels, Valuable Goods and Packages are to be collected by the Courier Agency from BBJ Head Office,Kolkata as and when required basis and to be delivered at our different Project Sites, Railway Offices, Ministry of Heavy Industry, Other Government Authorities and Private Sectors in all over India.

3. GENERAL TERMS & CONDITIONS :

- (I) It shall be the responsibility of the courier agency to promptly respond to BBJ,Kolkata, Non-tampering of packages and documentation and ensure safe delivery of the documents/packages to the destination without any damage.
- (II) Proof of Delivery(POD) of the materials/packages should be given to The BBJ Construction Co.Ltd.,Kolkata. POD should be invariably contain the consignee stamp and signature. Two copies of POD/Booking to be enclosed with the bill.
- (III) Facilities to track the courier through website should be available.
- (IV) Obtain necessary license, permit, consent, sanction, etc., as may be required or called for from/by local or any other authority for doing such work. The agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time of State or Local Govt. as applicable to the agency or to this contract without any liability and responsibility to The BBJ Construction Co. Ltd whatsoever it may be.
- (V) In case, the materials/pacels/documents ae delivered at wrong destination or short delivered , it will be the responsibility of the bidders to collect the material/ articles/ documents/parcels and deliver to the correc place at the risk and expenditure of

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड

bidders. Bidders will not be eligible for any payment on account of such additional trips involved.

- (VI) To bear all taxes, rates charges, levies or claims, whatsoever, as may be imposed by the State/Central Government or any local body or authority. To furnish such proof of payment of compliance or the obligations including registration certificates, receipts licenses, clearance certificates etc as may be required by the BBJ Construction Co.Ltd,Kolkata from time to time.
- (VII) The agency shall not, in any way, discontinue/withdraw the services on their own during the contract period.
- (VIII) The personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of The BBJ Construction Co.Ltd./ Govt. of India/any State/or any Union Territory.
- (IX) All road permits or licenses or any other relevant authorization from competent authority as required for running the vehicles shall be obtained by the bidders at its own cost. All Air and Road Rules pertaining to different states should be followed by the bidders.
- (X) It shall be the responsibility and obligation of the bidders to ensure safety and security of the consignment entrusted to him for carriage and to effect the delivery to the designated place in the same sound condition as received by him and within the time schedule stipulated. Any destruction, deterioration, or damage or breakage caused to the consignment, charges will be charged from the bidders.
- (XI) Before submission of the bill, the agency shall ensure that the materials/packages are properly delivered in good conditions and POD enclosed.
- (XII) The BBJ Construction Co. Ltd .,Kolkata shall be the sole authority to decide and judge the quality of the service rendered by the agency and all other matters and his decision shall be final and binding.

4. **DELIVERY PERIOD :-**The documents or parcels as the case shall be delivered at the desired destination(Within or Outside India) within the period of 3-4 working days from the date of collection from BBJ Head Office.

5. **PERIOD OF CONTRACT :-**Contract Period will be awarded for 12(twelve) months effective from the date of order.

6. **VALIDITY OF TENDER :** 90 (Ninety) days from the date of opening of tender or for a further period if mutually accepted.

7. **RATE:**

The bidder must submit their offer strictly as per **Bill of Quantities(BOQ)** of this tender document.

The bidder must quote their rates with applicable tax, if any which should be shown separately, there should not be any upward revision of rate other than the statutory tax during the contract period for which bidder shall produce documentary evidence.

Notes:

The award of the order or rejection of the bidder'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 whose tender is not accepted shall not be entitled to claim any cost/ charges or expenses incidental to or incurred by the bidder through or in connection with the preparation and submission of the Tender/Offer to BBJ and in this regard the sole discretion of BBJ shall be final. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

8. **PAYMENT TERMS:**

Payment will be made on monthly basis based on Proof of Delivery duly certified by P&A Department.

9. GOODS AND SERVICE TAX (GST)

- (a). The **quoted price shall be exclusive of Goods and Service Tax (GST)**. The GST as legally leviable & payable by the successful bidder under the provisions of applicable law/ act shall be paid extra by BBJ as per successful bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services. HSN code must be provided by the bidder in BOQ.
- (b) The bidder shall get registered with the GST authorities and their registration certificate shall be submitted along the bid documents (techno commercial). Bid without GST number (in the name of the Bidder) shall be cancelled.
- (c) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the 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 order terms & conditions and uploaded their supply invoice in GSTN Portal through GSTR-1 return within 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.

10. LIQUIDATED DAMAGE:

If the successful bidder causes any delay in performance as per LOA/ Order by disobeying the stipulated time frame then BBJ shall have the right to charge penalty @ 0.50% (zero decimal five zero percent) of the order value per week or part thereof, subject to a maximum of 5% (five percent) of Order value and the decision of BBJ in this respect shall be final.

11. SUBLETTING OF WORK

No part of Work/Purchase Order 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. 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.

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड

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.

13. 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. 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.

14. 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.

15. IMPORTANT NOTES;

BBJ reserves the right to:

- 15.1** To cancel/discharge the tender at any point of time/at any stage.
- 15.2** Increase/ decrease/ alter the quantity/ duration of contract period/delivery period/time of supply with corresponding change in the value of contract.
- 15.3** May ask for further qualification during techno commercial scrutiny of bids received.
- 15.4** BBJ shall not be liable for any expenses incurred by service/work/supply in preparation of bid irrespective of whether it is accepted or not.
- 15.5** Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any party/ agency found to have engaged in canvassing shall be liable to have his bid rejected summarily.

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड

- 15.6 If the Tenderer 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/bid.
- 15.7 All costs and incidental expenses for preparation of the tender, discussion, conference, pre-tender, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost of expenses.
- 15.8 The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
- 15.9 Incomplete tenders, who are not accompanied with all the required documents and conditional tenders are liable for rejection without assigning any reason thereof.
- 15.10 Tenders in which any of the particulars and prescribed information is missing or is incomplete in any respect and / or the prescribed conditions are not fulfilled shall be considered non-responsive and are liable to be rejected.
- 15.11 The right to accept the tender will rest with the Company (i.e. The Braithwaite Burn and Jessop Construction Co. Ltd.). Further BBJ does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatever.
16. **Bid submission End Date and Time** : 20th February,2023 up to 5.00PM.

(Tapas Sen)
Assistant Officer(M&P)

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

P.O.Box No. 264, Kolkata - 700 001 (WEST BENGAL)

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

E-MAIL: info.bbjconst@bbjconst.com

Website:- www.bbjconst.com

NIT/BBJ/M&P/COURIER SERVICE/2023

Dated: 14.02.2023

BILL OF QUANTITY

| A | Weight for delivery Documents | Rate Per Document in Indian Rupee (Rate should be mentioned in figure and words both) |
|---|--|--|
| 1 | 0 (Zero) to 500 (Five Hundred) Grams | |
| 2 | Add 500 Grams & Part thereof | |
| B | Weight for delivery of Materials | Rate Per Kilogram in Indian Rupee (Rate should be mentioned in figure and words both) |
| C | Other Taxes & Duties will be extta as applicable | % of the following charges to be specified in figure and words both |
| 1 | Fuel Charges | |
| 2 | CAF (Currency Adhustment Factor) | |
| 3 | IDC(Infra Development and Cost Surcharge) | |
| 4 | Emergency Situation Surcharges (ESS) | |

(Tapas Sen)
Assistant Officer(M&P)