

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)

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Website:- www.bbjconst.com

NOTICE INVITING e-TENDER

eNIT/BBJ/DGM(P-V)/AN/HARDWOOD PLANK/3134/17-2020

Dated: 15.07.2020

Sealed e-Tenders under **Two – Part Bidding System** (i.e. Techno-Commercial Bid & Price Bid) are invited from reputed Suppliers and Sellers of Hardwood Plank (SAL WOOD) in connection with supply of “NEW HARDWOOD PLANK (SAL WOOD)” at The Braithwaite Burn And Jessop Construction Co. Ltd., Lounda - Miraz Bridge (Br.No. 184) Project Site, Karnataka under S. W. Railway. The description of New Hardwood Plank (Sal Wood Preferably) and Other Terms and Conditions are detailed hereunder:-

A.	SCOPE OF SUPPLY	Supply of New Hardwood Plank (Sal Wood) – 300 Nos.	
B.	DESCRIPTION OF NEW HARDWOOD PLANK (SAL WOOD)	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	16.07.2020
		Document Download Start Date	16.07.2020 - 10:00 HRS
		Start Date of Uploading of Bid Document	23.07.2020 - 10:00 HRS
		End Date for Uploading of Bid Document	29.07.2020 - 15:00 HRS
		Date of opening of Technical Bid ate of opening of Bid	30.07.2020 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(ए. नियोगी) / (A. Neogi)
DGM (P-V)

INSTRUCTION TO TENDERER

01	<p><u>REGISTRATION OF CONTRACTOR</u> Any reputed supplier/party 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.</p>
02	<p><u>DIGITAL SIGNATURE CERTIFICATE (DSC)</u> Each seller/supplier 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.</p>
03	<p><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 advertising agencies.. The Rate should be properly filled in the appropriate space in attached "BILL OF QUANTITY -1(BOQ-1)". Tenders to be submitted in two parts:</p>
a)	<p><u>TECHNO-COMMERCIAL PART:</u> The techno-Commercial will consists of the following: <u>TENDER DOCUMENT EXCLUDING BOQ-1</u> (i).The tender documents duly digitally signed EXCLUDING BILL OF QUANTITIES to be uploaded in the e-Procurement portal. (ii). As a proof of supply of "Hard Wood Plank(Sal Wood)" to any organization such as in Central Govt./State Govt./Reputed Public Sector Companies. Party should submit the copies of their Contracts/Orders for the last 3(three) years ending 31.03.2020; (iii). Copy of up to date valid Trade License from Concerned Authorities; (iv). Copy of PAN; (v). Copy of Income Tax Return Filed (Assessment Year) for the last 3(three) years ending 31.03.2020; (vi). Copy of GST Registration Certificate; (vii). Copy of Demand Draft / Pay Order of EMD..</p>
b)	<p><u>PRICE-PART: -</u> Properly filled up BILL OF QUANTITY-1 (BOQ-1) duly digitally signed to be uploaded in Financial Part.</p>
4	<p>Conditional tenders shall be straightway rejected and no additional clause will be entertained.</p>
5	<p>BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of supply/service/work to more than one agency/agencies without assigning any reason whatsoever. No claim will be entertained on account of this.</p>

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6	The tender is to be uploaded in e-Procurement portal and Hardcopy of EMD& Tender Fee (if any) to be sent within due date to Dy. General Manager(P-V), THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, R.N. Mukherjee Road, Kolkata-700 001 (West Bengal).
7	VALIDITY OF TENDER: – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.

(ए. नियोगी) / (A. Neogi)
DGM (P-V)

SPECIAL CONDITION OF CONTRACT

SCC-1

1.0 SCOPE OF SUPPLY:

Supply of New Hardwood Plank (Sal Wood) at The Braithwaite Burn and Jessop Construction Co.Ltd., Lounda-Miraz Bridge (Br. No. 184) Project site, Karnataka.

2.0 DELIVERY PLACE :-

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.(A GOVT. OF INDIA ENTERPRISE), RLY. BRIDGE NO. 184, KRISHNA BRIDGE SITE, PO:-KUDACHI, TALUKA:- RAIBAG, DIST:- BELGAUM, STATE:- KARNATAKA, PIN:- 591311.

3.0 DELIVERY PERIOD :-

Within 30 days (including Inspection Period) from the date of LOI/Order whichever is earlier along with Inspection Report/Certificate.

4.0 QUANTITY :- 300 Nos.

5.0 INSPECTION :-

Inspection to be done by BBJ at your Works/Factory/Go-down before dispatch.

6.0 STATUTORY OBLIGATION :-

All necessary Legal Matters/Statutory in connection with the transportation of New Hardwood Plank(Sal Wood) will be your responsibility. BBJ will not responsible for any financial/contractual obligations.

7.0 RATE :-

The Bidder must submit their rate strictly as per Bill of Quantity-1(BOQ-1) to be digitally signed and also to be uploaded in Financial Part. The Bidder must quote their Basic Price/Unit Price which will be inclusive of delivery charges up to BBJ Karnataka Project site(Br.No.184),Karnataka. GST(as applicable) will be extra. The price must be firm during the tenure of this supply/contract and no escalation of any account will be allowed.

8.0 PAYMENT :-

Payment will be made **within 45**(forty five) days from the date of submission of bill with receipted challan.

9.0 EARNEST MONEY DEPOSIT(EMD):-

An amount of Rs.25,000.00(Rupees twenty five thousand only) to be submitted as EMD amount in 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 CPP.

The EMD amount of successful bidder will be converted into Security Deposit and will be retained by BBJ till successfully completion of supply of New Hardwood Plank(Sal Wood) without any interest. On receipt of formal application from the supplier for releasing the EMD, BBJ will release the amount after completion of entire supply. The EMD lodged by the un-successful bidder shall be refunded to them immediately after finalization of the tender.

10.0 SECURITY DEPOSIT:-

For successful bidder, Earnest Money Deposit (EMD) will be converted into Security Deposit and will be retained by BBJ till successfully completion of supply of New Hardwood Plank (Sal Wood) without any interest. On receipt of formal application from the supplier for releasing the EMD, BBJ will release the amount after completion of entire supply.

MSME/NSIC/SSI units, who are exempted from submitting EMD, shall have to submit Security Deposit of the amount equivalent of EMD in the form of Demand Draft/Pay Order/NEFT/RTGS/Bank Guarantee within 15 (fifteen) days from the date of receipt of LOI/LOA, otherwise LOI/LOA will be cancelled and withdrawn. The bidder will be debarred from participating in future bid for a period of 01(one)year the date of LOI/LOA.

11.0 Any deviation of your Bid/Offer/Quotation will be treated as cancelled.

12.0 TERMINATION OF CONTRACT:

If the supplier fails to complete the total supply/work/service as per requirement and within the stipulated delivery period, BBJ reserves the right to cancel the order, wither in part or full as the situation demands and get the supply/work done by deploying other agency/party by issuing first seven days and then 48 hours notice. Additional cost, if incurred, shall be recovered from EMD amount and Security Deposit amount.

13.0 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 agencies/parties.

14.0 GOODS AND SERVICE TAX (GST)

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/service 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.

15.0 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.

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.

16.0 IMPORTANT NOTES:

BBJ reserves the right to:

- 16.1** Increase/ decrease/ alter the delivery place/ scope of supply/quantity with corresponding change in the value of contract.
- 16.2** May ask for further qualification during techno commercial scrutiny of bids received.
- 16.3** BBJ shall not be liable for any expenses incurred by service/work in preparation of bid irrespective of whether it is accepted or not.
- 16.4** 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.
- 16.5** If the bidder 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.
- 16.6** 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 expenses.
- 16.7** 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)