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e-Tender No.	eNIT/DGM(P-V)/AN/DRIFT/D2814/D2865/3132/3134/37-2019	Date	12.06.2019
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**NOTICE INVITING e-TENDER**

Sealed e-Tenders under **two-part bidding system** (i.e. Techno-Commercial & Price Bid) are invited from vendors who are technically & financially capable for manufacturing and supplying graded Parallel Barrel Drift (Gr.IRS M4 Class - IV) as per scope of work and who will fulfil the Qualifying Requirements (QR) given under are eligible to quote against the above NIT:

01	NAME OF THE WORK	Manufacturing and Supplying Parallel Barrel Drift (Gr.IRS M4 Class - IV) as per BBJ Drawing No. 3132/18.3M/06 (Rev-0) dated 26.01.2019, 3132/45.7M /05 (Rev-0) dated 26.01.2019, 3132/SK/30.5M/05 (Rev-0) dated 02.04.2019 & 3134/45.7M/05 (Rev-0) dated 28.02.2019 as per BOQ-1 & BOQ-2.	
02	QUANTITY	As Per <b>BOQ (1 &amp; 2)</b>	
03	COST OF TENDER (NON-REFUNDABLE)	NIL	
04	EARNEST MONEY	Rs. 25,000/- (Rupees Twenty five thousand only) in the form of Demand Draft/ Pay Order in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata. MSME/ SSI Units with NSIC registration are exempted from submitting EMD.	
05	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT OF CPPP, NIC	
06	Date & Time Schedule:	Date of Publishing NIT & Tender	<b>12.06.2019</b>
		Document download Start Date	<b>12.06.2019- 10:00 HRS</b>
		Start Date of uploading of bid document	<b>13.06.2019- 10:00 HRS</b>
		End Date for uploading of bid document	<b>18.06.2019- 15:00 HRS</b>
		Date of opening of Technical Bid	<b>19.06.2019- 15:00 HRS</b>
		Date of opening of Financial Bid	<b>To be notified later</b>

(A.Neogi)  
DGM(P-V)

**INSTRUCTION TO THE BIDDERS**

1	<p><b><u>REGISTRATION OF BIDDER</u></b>          Any bidder willing to take part in the process of e-Tendering will have to be enrolled &amp; registered with the Government e-Procurement system, through logging on to <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p>
2	<p><b><u>DIGITAL SIGNATURE CERTIFICATE (DSC)</u></b>          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 the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token.</p>
3	<p><b><u>SUBMISSION OF BID:</u></b>          Bids to be submitted online through e-Procurement system of CPPP. Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the BOQ should be properly filled in. Tenders to be submitted in <b>two parts:</b></p>
a)	<p><b><u>TECHNO-COMMERCIAL PART:</u></b>          The techno-Commercial will consists of the following:</p>
i)	<p><b><u>TENDER DOCUMENT EXCLUDING BOQ</u></b>          The tender documents duly digitally signed EXCLUDING BILL OF QUANTITIES to be uploaded in the e-Procurement portal.</p>
ii)	<p><b><u>TECHNO COMMERCIAL PART: -</u></b>          The Techno Commercial Part should contain the following documents, which to be submitted with the offer: -  <b>(a) <u>TENDER DOCUMENT EXCLUDING BOQ</u></b>          The tender documents duly digitally signed EXCLUDING BILL OF QUANTITIES to be uploaded in the e-Procurement portal.  <b>(b) Earnest Money Deposit</b>          Scanned copy to be uploaded in e-Procurement portal and the physical instrument should reach BBJ-HO within the due date for submission of bid.  <b>(c) Copy of GST Registration Certificate.</b>  <b>(d) Copy of PAN</b>  <b>(e) Copy of relevant documents/experience certificate showing past experience in respect to Clause no. 1.0 of "SCC-1".</b></p>
b)	<p><b><u>PRICE-PART: -</u></b>          Properly filled up BILL OF QUANTITY (BOQ-1) duly digitally signed to be uploaded in Financial part.</p>

**INSTRUCTION TO THE BIDDERS**

4.	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
5.	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.
6.	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.).
7.	<b>VALIDITY OF TENDER: – 90 (NINETY) days</b> from the date of opening of tender or for a further period if mutually accepted.

**SPECIAL CONDITION OF CONTRACT**

**SCC-1**

**1.0 ELIGIBILITY CRITERIA:**

- 1.1 The Bidder(s) should have successfully manufactured and supplied Parallel Barrel Drift (Gr.IRS M4 Class - IV) to Government / PSU(s) Agencies / Organisations during last 3(Three) years.
- 1.2 Bid document should be type written. The Bidder should sign and stamp on each page of the bid document. Overwriting should be avoided.
- 1.3 Any information furnished by the Bidder applicant found to be incorrect would render him to be debarred from tendering or taking up any work with BBJ.

**1.4 Earnest Money Deposit:**

Deposit of Earnest Money amounting to Rs. 25000/- (Rupees Twenty five Thousand 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 Defect Liability Period for the successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

**2.0 SCOPE OF WORK:**

Manufacturing and Supplying Parallel Barrel Drift Grade IRS M4 CLASS -IV as per BBJ Drawing No. BBJ's Drawing Nos. 3132/18.3M/06 (Rev-0) dated 26.01.2019, 3132/45.7M/05 (Rev-0) dated 26.01.2019, 3132/SK/30.5M/05 (Rev-0) dated 02.04.2019 & 3134/45.7M/05 (Rev-0) dated 28.02.2019 as per BOQ-1 & BOQ-2.

**3.0 DELIVERY SCHEDULE**

Total delivery to be completed within 3 (three) months from date of LOI or Purchase order in phases consisting of each size as per BBJ's requirement as per following:

- a) **FIRST PHASE** – 50% of total ordered quantity within 02 (Two) months from the date of LOI/Purchase Order whichever is earlier.
- b) **LAST PHASE** –Balance 50% of ordered quantity within 03 (three) month from date of LOI or Purchase order whichever is earlier.

Delivery to be made in Heavy Plant Yard, address mentioned below:-.

The Braithwaite Burn & Jessop Construction Company Limited  
Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata-700024.  
And

The Braithwaite Burn & Jessop Construction Company Limited  
Bridge No. 63, Krishna Bridge, Adjacent to Krishna Dam, N.H.13. Almatti,  
Dist – Vijayapur, Karnataka – 586201.

**4.0 VARIATION IN QUANTITIES:**

Variation will be within  $\pm$  50% of the ordered quantity.

**SPECIAL CONDITION OF CONTRACT**

**SCC-2**

**5.0. INSPECTION & TESTING:**

By BBJ(QA)/S.W Rly/S.W Rly's nominated agency.  
Inspection charge if any will be borne by BBJ with the cost of Drift as sample required.

**6.0 EXTENSION OF COMPLETION PERIOD:**

If there is delay for reasons not attributable to the agency, BBJ, upon receipt of written request from the agency may extend the Milestone/ Completion time as suitable and fit reasonable to BBJ. No extra claim (including escalation) of bidder will be entertained in such cases of time extension being granted.

**7.0 PAYMENT TERMS:** Within 30 days after receipt of clear bill/invoice.

**7.1 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.

**8.0 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.

**9.0 GOODS AND SERVICE TAX (GST)**

**9.1** 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.**

**SPECIAL CONDITION OF CONTRACT**

**SCC-3**

**9.2 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.

**10.0 SECURITY DEPOSIT:**

The Earnest Money deposited by the Agency along with the tender will be retained by the BBJ as Security Deposit.

**11.0 LIQUIDATED DAMAGE:**

If the successful bidder fail to complete the entire work within the stipulated period, 0.5% (zero decimal five percent) of order value will be deducted from bill for per week delay or part thereof subject to a maximum of 5% (five percent) of the total order value.

**12.0 ARBITRATION**

In the event of any questions arising out of the Contract or ancillary/ incidental as to the terms and conditions of it or relate to any matter for execution and/or performance of the contract, the same shall in-so-facto be referred to the appropriate Authority and the interpretation made by the said authority shall be final and binding upon the parties.

Notwithstanding the above, should there be any, disputes or differences by and between the parties arising out of anything under the contract, the same shall within 30 days of its occurrence first be referred to the said authority for conciliation and/or determination by the said authority. If the findings of the said authority should be acceptable by parties to the contract as communicated in writing within the next following 30 days of making reference to it. Nevertheless, the parties at their sole option shall within the next following 30 days choose to refer or cause the matter to be referred to the Arbitrator of Person in writing, whereupon the appropriate Authority shall within two weeks hence take steps for appointment of Arbitrator of Person from amongst the officers whether or not connected in the matter and the same shall be communicated in writing to the parties making reference within the next following two weeks and the same shall be final and binding upon the parties. The Arbitrator shall enter into the reference by appropriate notice of communication to be served or cause the said notice to be served upon the parties summoning the respective parties to attend the proceedings at the date time and venue. The proceedings of Arbitration shall be as per the Arbitration and Conciliation Act 1996 as amended up to date. Jurisdiction of the matter shall be within the appropriate Courts of Kolkata. Acceptance of Order/ LOI of the concerned agency shall be deemed to be the Free Consent given by party under the law towards execution of these covenants of contract under the Contract of Arbitration.

**SPECIAL CONDITION OF CONTRACT**

**SCC-4**

**13.0 TERMINATION OF CONTRACT:**

If the bidder fails to complete the total supply 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 bidder's bill.

**14.0 IMPORTANT NOTES;**

BBJ reserves the right to:

- 14.1** In the event of failure on the part of the bidder/ contractor to complete the job within the reasonable period of time as decided by the Purchaser, the purchaser reserves the right to get the job done by other Agency/ Agencies as per the order and invoke EMD.
- 14.2** Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- 14.3** Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- 14.4** Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
- 14.5** May ask for further qualification during techno commercial scrutiny of bids received.
- 14.6** BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- 14.7** BBJ shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- 14.8** Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 14.9** 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.
- 14.10** Supplier will stand guarantee for the quality supplied item. If the supplied quantity found defective, the defective quantity to be replaced by the supplier at their risk and cost.
- 14.11** Quoted rate should inclusive of all taxes and Delivery charges at our Site except Goods & Service Tax.
- 14.12** All specification are as per attached BBJ's Drawing Nos. 3132/18.3M/06 (Rev-0) dated 26.01.2019, 3132/45.7M/05 (Rev-0) dated 26.01.2019, 3132/SK/30.5M/05 (Rev-0) dated 02.04.2019 & 3134/45.7M/05 (Rev-0) dated 28.02.2019.

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