

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/AN/TRANSPORT/2147/3128/75-2017

DT. 15.11.2017

27, RAJENDRA NATH 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

e-TENDER NO.	eNIT/DGM(P-V)/AN/TRANSPORT/2147/3128/75-2017	DATE	15.11.2017
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NOTICE INVITING eTENDER

E-Tender under single bid system are invited from reputed transporters and details given in "Scope of Work"/ "BOQ-1" as per given details hereunder:

01.	NAME OF THE WORK	Transportation of BBJ's Materials, 12 MT Hydra crane, Rails etc from Heavy Plant yard, Kolkata to Kharsia Bridge Site and Return. And Transportation of BBJ's Materials from Talcher Bridge Site, Odisha to Kharsia Bridge Site.	
02.	QUANTITY	AS PER BOQ-1.	
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
04.	EARNEST MONEY DEPOSIT	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. EXISTING SUPPLIERS MAY ADJUST THE EMD FROM THEIR PENDING BILLS. SSI UNIT WITH NSIC REGISTRATION WILL BE WAIVED FROM SUBMITTING EMD.	
05	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
06	Date & Time Schedule	Date of Publishing NIT & Tender Documents	16.11.2017
		Document download Start Date	16.11.2017 - 10:00 HRS
		Start Date of uploading of bid document	16.11.2017 - 15:00 HRS
		End Date for uploading of bid document	22.11.2017 - 15:00 HRS
		Date of opening of Bid	23.11.2017 - 15:00 HRS

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TENDERER(S)

BBJ

INSTRUCTION TO BIDDERER

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 on to 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 bidder DSC is given as a USB e-Token.
03	<u>SUBMISSION OF BID:</u> Bids to be submitted online through e-Procurement system of Central Public Procurement Portal (CPPP) (https://eprocure.gov.in/eprocure). Physical instrument towards Tender Document Fee (if required) and EMD (if required) have to be submitted to this office before opening of the bid. 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 Single part:
04	"SUBMISSION OF TENDER" shall be read in conjunction with General Commercial Terms and conditions and any other documents forming part of this Tender Document wherever the context so requires. Notwithstanding the sub-division of the documents into the separate section, every part of each shall be deemed to be supplementary to and complementary to every other part and shall be read with the document so far as it may be practicable to do so.
05.	<u>LANGUAGE</u> Bids and all accompanying document shall be in English. In case any accompanying documents are in other language, it shall be accompanied by an English translation. The English version shall prevail in matter of interpretation.
06.	<u>SUBMISSION OF TENDER</u>
a)	The Tender shall be signed by the person legally authorised to enter into commitment on behalf of the Tenderer.
b)	All the pages of the tender document to be signed with Company's seal by the Tenderer. The rates in the appropriate space in the BOQ-1 should be properly filled.
c)	All costs and expenses incidental to 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.
07.	The Bidder must fill the Schedule of Rate (vide BOQ-1) with the appropriate column being duly filled in, digitally signed and sealed to be uploaded.
08.	Conditional tenders shall be straightway rejected and no additional clause will be entertained.

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09.	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.
10.	<u>CURRENCIES OF BID AND PAYMENT:</u> The Tenderer shall submit his price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
11.	All duties, taxes, fees and other levies payable by the supplier under the contract or any other cause shall be included in the quoted prices.
12	Important Notes; BBJ reserves the right to: a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever. b) Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract. c) Postpone or extend the above mentioned date, split and distribute the work among more than one contractor without assigning any reason what so ever. d) May ask for further qualification during techno commercial scrutiny of bids received. e) BBJ shall not be responsible for any delay, loss, damage for bids sent by post. f) BBJ shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not. g) 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. h) 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.
13.	Validity of Tender – 90 (ninety) days from the date of opening of tender or for a further period if mutually accepted. BBJ reserves the right to ask for the extension of validity, if any.
14	In case of a new successful bidder, one B.G for Rs. 2,00,000.00 (Rupees two lakh 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.

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TENDERER(S)

BBJ

SPECIAL CONDITION OF CONTRACT

1. DEFINATIONS AND INTERPRETATION:

In this Tender Document, as hereinafter defined, the following words and expressions shall have the meaning as under

- a) "**BBJ**" shall mean The Braithwaite Burn & Jessop Construction Company Limited having its registered Office at 27, R. N. Mukherjee Road, Kolkata- 700 001.
- b) The "**TENDER**" shall mean the proposal submitted by the Tenderer/ Bidder in response to BBJ's Notice of Invitation to this Tender Document.
- c) The "**ORDER**" shall mean a written Purchase Order issued by BBJ.
- d) The "**TRANSPORTER**" shall mean the person, firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.

2. SCOPE OF WORK:

- a) Transportation of BBJ's Materials, 12 MT Hydra crane, Rails etc from Heavy Plant yard, Kolkata to Kharsia Bridge Site and return.
And
Transportation of BBJ's Materials from Talcher Bridge Site, Odisha to Kharsia Bridge Site as per BOQ-1.
- b) Qty. variation - $\pm 20\%$.
- c) Trailer of 22 MT Capacity & Truck of 16 MT Capacity shall be provided.
- d) Loading and unloading will be done by BBJ.
- e) Detention charge will not be paid for delay of loading.
- f) Any deviation of the above quotation the bid will be treated as cancelled.
- g) Transport to be placed at loading point within 48 hours after BBJ's confirmation.
- 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 to see the materials before bidding.
- i) Before submitting the Tender, the Tenderer(s) will get satisfied himself/themselves by actual inspection of routes and road conditions.
- j) Any incidental expenses during transportation will be borne by Transporter and BBJ has no liability in this regard.
- k) No claims for change of route, if it necessitates during transporting of materials shall be entertained.
- l) Bidders must visit site to see items for accessing materials for suitable transport required of before quoting rate.

3. FIRM PRICE:

Your rate shall remain firm and shall not attract escalation due to any reason such as diesel price hike whatsoever in pursuance of this contract for a period of six months from the date of order.

4. PAYMENT TERMS:

Within 30 days from delivery.

5. TRANSIT PERIOD:

To be mentioned clearly for only transportation of each trip.

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. DETAILS OF MATERIALS TO BE TRANSPORTED:

Hydra Crane – 12 MT

Rails – More than 12 Meter long materials.

Other materials – Standard and may be seen during site inspection.

8. TOTAL DURATION OF TIME:

The job to be completed by 06 months from the date of LOI /Order.

9. 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.

10. 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.

11. TERMINATION OF CONTRACT:

If the bidder fails to complete the total work/ 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.

12. 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.

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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 at per with 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.

13. 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.

14.1 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 no GST-TDS is applicable. If the same is applicable in future, 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.

**(A. Neogi)
DGM (P-V)**

TENDERER(S)

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