

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED (BBJ)**

eNIT/DGM(P-V)/SURVEYOR/2147/3128/17-2018

DATE: 05.04.2018

(A Government of India Enterprise)  
27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700 001, WEST BENGAL.  
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| e-Tender No. | eNIT/DGM(P-V)/SURVEYOR/2147/3128/17-2018 | DATE | 05.04.2018 |
|--------------|--|------|------------|

**NOTICE INVITING e-TENDER**

Tenders are invited online in CPP's portal from reputed SURVEYOR for the following work:-

|    |                             |  |                        |
|----|-----------------------------|--|------------------------|
| 1. | NAME OF THE WORK            | LAYING & ALIGNMENT OF BRIDGE CENTRE-LINE VIS-À-VIS CHECKING OF THE SAME BY SURVEYOR TEAM WITH TOTAL STATION INSTRUMENT OF 1MM (ONE) LEAST COUNT AND 1 (ONE) SECOND ACCURACY AND FIXING OF LEVEL & CHECKING THE PEDESTAL POINTS ON EACH PIER OF MAJOR BRIDGES IN CONNECTION WITH NEW B.G. ELECTRIFIED DOUBLE LINE RAILWAY TRACK IN BETWEEN KHARSIA AND GURDA IN CHHATTISGARH STATE UNDER SOUTH EAST CENTRAL RAILWAY   |                        |
| 2. | EARNEST MONEY DEPOSIT (EMD) | <b>Rs.5,000.00</b> (RUPEES FIVE THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF " <b>THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED</b> " PAYABLE AT " <b>KOLKATA</b> ".<br>TENDER DOCUMENT WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED.<br><u>MSE UNITS WITH NSIC REGISTRATION</u> (SHOULD BE VALID ATLEAST UPTO TENDER VALIDITY PERIOD) FOR THE BOQ ITEM ARE EXEMPTED FROM SUBMISSION OF EMD SUBJECT TO SUBMISSION OF DECLARATION OF THEIR <u>UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP</u> . COPY OF NSIC CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.<br>EXISTING VENDORS MAY ADJUST EMD AMOUNT FROM THEIR PASSED BILL LAYING WITH BBJ, PROVIDED THEY MUST MENTION THE PARTICULAR BILL REFERENCE FOR EMD ADJUSTMENT.<br>EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO SECURITY DEPOSIT. |                        |
| 3. | MODE OF SUBMISSION          | ONLINE THROUGH E-PROCUREMENT SYSTEM IN CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .<br>ONLY EMD AMOUNT, AS PHYSICAL INSTRUMENT, ARE TO BE SUBMITTED AT BBJ'S HEAD OFFICE AT 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700001, WEST BENGAL, BEFORE OPENING DATE OF TECHNICAL e-BID.<br>CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPPP'S WEBSITE AND BBJ'S WEBSITE, NOT TO BE PUBLISHED IN ANY NEWSPAPER.   |                        |
| 4. | DATE & TIME SCHEDULE        | DATE OF PUBLISHING e-NIT   | 06.04.2018             |
|    |                             | DOCUMENT DOWNLOAD START DATE   | 06.04.2018 - 10:00 HRS |
|    |                             | START DATE OF UPLOADING OF BID DOCUMENT  | 16.04.2018 - 10:00 HRS |
|    |                             | END DATE FOR UPLOADING OF BID DOCUMENT   | 20.04.2018 - 15:00 HRS |
|    |                             | DATE OF OPENING OF TECHNICAL BID   | 21.04.2018 - 15:00 HRS |
|    |                             | DATE OF OPENING OF FINANCIAL BID   | To be notified later   |

(A. Neogi)  
Dy. GM(P-V)

**TENDERER**

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**BBJ**

**INSTRUCTION TO BIDDERS**

**IB-1**

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| 01.  | <b><u>Registration of Contractor:</u></b> 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 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>  |
| 02.  | <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 website ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.  |
| 03.  | <b><u>SUBMISSION OF e-BID:</u></b> Tenders to be submitted online in CPP's Portal in two parts:<br>(A) TECHNO-COMMERCIAL e-BID (B) RICE e-Bid  |
| (A)  | <b><u>TECHNO-COMMERCIAL e-BID:</u></b> THE Techno-commercial bid will consist of the following:  |
| i.   | <b><u>Eligibility Criteria:</u></b><br>Documentary evidence as copy of Work Order and relevant document satisfying the following eligibility Criteria should be provided by the bidders, as part of Technical Bid:<br>a) Bidder should have experience for successfully completion of surveying work for Indian Railways <u>during the last three (03) years ending as on 31.03.2018.</u><br>b) Bidder should have experienced Surveyors/Assistant Surveyors, having Degree holders with minimum 03 (three) years or 05 (five) yeas for Diploma holder in this field.  |
| ii.  | <b><u>Copy of the following documents duly signed &amp; with official stamped are to be uploaded into CPPP's:</u></b><br>a) Copy of valid Trade License issued by an Appropriate Authority for doing surveying work;<br>b) Copy of PAN & Income Tax Return (ITR) for last 03 years ending as on 31.03.2017;<br>c) Copy of Good & Service Tax (GST) registration certificate,<br>d) Copy of NSIC certificate for MSE units, if claim for exemption of EMD & Cost of tender.<br>e) The e-NIT document duly signed with official stamp in each pages.   |
| iii. | Earnest Money Deposit of Rs.5,000.00 (Rupees Five Thousand only) in the form of Demand Draft or Pay order in favour of " <b>The Braithwaite Burn &amp; Jessop Construction Company Limited</b> " payable at ' <b>Kolkata</b> '. <u>EMD in physical instrument is to be submitted to BBJ's Head office before opening of Techno-Commercial e-bid.</u> EMD amount of successful bidder will be converted into security deposit.<br><br>MSME bidder(s), willing to get exemption from EMD submission, are required to submit declaration of their <u>UDYOG AADHAR MEMORANDUM (UAM) number</u> on CPPP apart from submission of copy of NSIC certificate. Copy of the UAM number along with the declaration submitted to CPPP to be submitted along with the technical bid, failing which such bidders will not be able to enjoy the exemptions for the tenders invited. |
| iv.  | All the above document (including scanned copy of the EMD) are to be uploaded in CPP's portal ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) within the end date of uploading of this eNIT.<br>Only EMD, as physical instrument, is to be submitted in BBJ's office addressing to The DGM(P-V), The Braithwaite Burn & Jessop Construction Company Limited at 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700001, before opening date of Techno-Commercial e-bid.   |

**INSTRUCTION TO BIDDERS**

**IB-2**

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|------------|--|
| <b>(B)</b> | <b><u>PRICE e-Bid:</u></b><br>Properly filled up Bill of Quantities (BOQ) is to be uploaded in CPPP website in Xls format. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ. <b>HSN/SAC code must be provided against each BOQ items.</b>   |
| 04.        | <b>Conditional tenders</b> shall be straightway rejected and no additional clause will be entertained.   |
| 05.        | BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of work into more than one agency in the ratio of 60%:40% between L1 & L2 bidders (provided L2 bidder accepts L1 rate) respectively without assigning any reason whatsoever. No claim will be entertained on account of this. However, any party will not have any claim towards reduction of such quantity from their scope of supply and such splitting of scope of work will be done at negotiated lowest accepted rate only.  |
| 06.        | <b><u>LANGUAGE:</u></b><br>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.   |
| 07.        | <b><u>EXEMPTION FOR MICRO &amp; SMALL ENTERPRISES:-</u></b><br>i) Micro & Small Enterprises (MSE) units registered with National Small Industries Corporation (NSIC) will be given following benefits:-<br>a) Issue of Tender set free of cost i.e Cost of tender is NIL;<br>b) Exemption from submission of Earnest Money Deposit (EMD);<br>ii) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/service indicated under description of work/supplies/services & value up to which the firms are registered with NSIC). To obtain above benefits, firms should necessarily submit valid (valid at least up to this tender validity period) copy of the Registration Certificate issued by NSIC.<br>iii) Firms in the process of obtaining NSIC Registration or renewal of previous NSIC Registration will not be considered for above benefits. |
| 08.        | All costs and expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.  |
| 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 bidder whom tender is not accepted shall not be entitled to claim any cost, charges or expenses incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ.   |
| 10.        | <b><u>VALIDITY OF TENDER:</u></b><br><b>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. DEFINITIONS 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, Rajendra Nath Mukherjee Road, Kolkata - 700001.
- 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 Work Order issued by BBJ.
- d) The "**Tenderer/Bidder**" shall mean the person, firm or Company whom Tender has been accepted by BBJ.

**2. SCOPE OF WORK:**

- a) Mobilization of one (1) Survey Team along with one (1) Electronic Total Station and other allied accessories to our Chhattisgarh project site and demobilization of the same on completion of field work in each phase.
- b) Deployment of one (1) Survey Team consisting of two (2) Surveyors (at least 1 (one) surveyor having experience of minimum 03 (three) years for Degree holder or 05 (five) yeas for Diploma holder in this field), two (2) Assistant Surveyors and Two (2) Survey Helpers along with one (1) Electronic Total Station instrument with 1 (one) second accuracy and 1mm (one) least count for alignment of bridge (Centre line) and fixing of level (capable of measuring a distance of approx. 500mtrs. (five hundred) in reflector less mode and approximately 6km (six) with single prism under good weather condition) Prism Pole, Prism Stand and allied accessories in four Phases.
- c) Laying of Bridge Centre-line vis-à-vis checking of the same along with fixing & checking the pedestal points on each pier of major bridges in connection with new B.G. electrified double line railway track in between Kharsia and Gurda in Chhattisgarh state, the superstructure of which is under construction.
- d) Marking of levels on pier cap as obtained by the electronic Total Stations as above.
- e) A jointly signed survey report to be submitted as per agreed format and frequency showing the coordinates with cardinal points and levels of the item/location surveyed will be submitted by the agency.
- f) Whenever required, the surveyor team has to carry out accurate instrumental survey to establish co-ordinate, layout and proper verification system at site.
- g) Valid calibration certificates for the instruments to be used in the work must be provided.

**3. TERMS AND CONDITIONS:**

- a) The site will be handed over to the agency/contractor free from any dispute and local disturbances. Necessary permission required from various statutory bodies/owners of land would be made available to the agency, prior to the commencement of work.
- b) Necessary conveyance for bringing the Survey Team (6 to 7 Nos.) of the agency/contractor from Railway Station to the Project site and back on completion of field work will be provided by BBJ at free of cost to the agency/contractor.
- c) Suitable accommodation near the project site with the minimum facilities of charging the survey Instruments will be provided by BBJ free of cost to the agency/contractor.

**SPECIAL CONDITION OF CONTRACT**

**SCC-2**

- d) Necessary conveyance of the Surveyors of the agency/contractor from his place of stay to the site of work and back will be provided by BBJ at free of cost to the agency/contractor.
- e) All the necessary assistance at site for movement of the Surveyors of the agency/contractor from one pier to another will be provided by BBJ to the agency/contractor free of cost.
- f) The co-ordinates of the cardinal points will be checked by the authorized representative of BBJ/IRCON/Railway Authority and/or their authorized representative at frequent intervals on receipt of intimation from the Surveyor of the agency/contractor.
- g) Payment will be made for all days from the date of reaching the Survey Team of the agency/contractor at site to the date of leaving the site, irrespective of Sundays and Holidays.

**4. TIME SCHEDULE:**

The Survey Team of the agency shall reach the site within seven (7) days of issuance of Letter of Award (LOA) or Work Order, whichever is earlier. The entire scope of work is expected to be completed within 6 (six) months from the date of LOA/work order and as per direction of Site-In-charge of IRCON-Kharsia site, Chhattisgarh, as per following schedule:-

- a) Deployment of Survey Team in 4 (four) Phases @10 (ten) days per phase;
- b) Mobilisation & Demobilisation for 4 round trips;

**5. PAYMENT TERMS:**

- a) **Ninety percent (90%) payment** will be made at fortnightly interval on submission of bill/invoice duly certified by Site-In-charge of Chhattisgarh Site.
- b) **Balance ten percent (10%) payment** will be made on approval of the work by the Competent Authority i.e. IRCON / South East Central Railway.
- c) Payment will be made for all days from the date of reaching the Survey Team of the agency/contractor at site to the date of leaving the site, irrespective of Sundays and Holidays.

**6. SECURITY DEPOSIT:**

Earnest Money Deposit (EMD) by the successful bidder will be converted into security deposit and will be retained by BBJ till successfully completion of contract period, without any interest.

**7. 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 BBJ for any duties/taxes to be imposed on procurement of any materials/obtaining of any services for execution of this contract.

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.

**SPECIAL CONDITION OF CONTRACT**

**SCC-3**

**8. GOODS AND SERVICE TAX (GST):**

- a) 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.**
- b) In this job, as transfer of property of goods is involved in connection with immovable property, GST under supply of services is applicable. 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.**
- c) 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.
- d) 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.

**9. 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. Work variation limit: ± 50% of BOQ items.**

**11. Liquidated Damage (LD):**

For delay in time, 0.5% (half percent) of the bill/invoice value per week of delay, subject to maximum limit of 5% (Five percent) of contract value to be deducted, as agreed damages.

**12. TERMINATION OF CONTRACT:**

In case of failure to discharge the duties as per 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. In that case, BBJ shall encash agency/contractor's Security Deposit and forfeit any other due pending with the agency/contractor.

**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.

**(A.Neogi)  
Dy. GM(P-V)**