

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

NIT/DGM(P-VTRANSPORT/09 MT TRUCK/2132/3112

DATED 08.07.2015

(A Government of India Undertaking)  
**27, RAJENDRA NATH MUKHERJEE ROAD**  
**KOLKATA - 700 001 (WEST BENGAL)**  
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<b>TENDER NO.</b>	<b>NIT/DGM(P-V)/ TRANSPORT/09 MT TRUCK/ 2132/ 3112</b>	<b>DATE</b>	<b>08.07.2015</b>
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**NOTICE INVITING TENDER**

Sealed Tenders are invited from reputed Transporters for the following work:

01.	<b>NAME OF THE WORK</b>	<b>TRANSPORTATION OF MATERIALS, PLANTS, EQUIPMENTS, WOODEN SLEEPER, TOOLS &amp; TACKLES ETC. FROM GANGA BRIDGE SITE, MUNGER(BIHAR) TO HEAVY PLANT YARD, KOLKATA.</b>
02	<b>QUANTITY</b>	<b>AS PER BOQ-1.</b>
03	<b>COST OF TENDER DOCUMENT (NON -REFUNDABLE)</b>	<b>Rs.1,000/- ( Rupees One thousand only)</b>
04	<b>EARNEST MONEY DEPOSIT</b>	<b>Rs. 25,000.00 (RUPEES TWENTY FIVE THOUSAND ONLY) BY DD/BANKER'S CHEQUE/ PAY ORDER IN FAVOUR OF 'THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LTD.' PAYABLE AT KOLKATA AND FOR EXISTING VENDORS THE SAME MAY BE ADJUSTED FROM THEIR PASSED BILL AMOUNT PROVIDED THEY APPLY FOR THE SAME IN THEIR OFFER.</b>
05	<b>SECURITY DEPOSIT</b>	<b>ABOVE EARNEST MONEY WILL BE CONVERTED IN SECURITY DEPOSIT FOR SUCCESSFUL BIDDER/S AND FOR UNSUCCESSFUL BIDDERS THE EARNEST MONEY WILL BE REFUNDED AFTER PLACING ORDER.</b>
06	<b>ISSUE OF TENDER DOCUMENT</b>	<b>BETWEEN 09.07.2015 TO 08.08.2015 DURING OFFICE HOURS.</b>
07	<b>LAST DATE &amp; TIME OF RECEIPT OF TENDER</b>	<b>RECEIPT UP TO 11.30 AM ON 10.08.2015.</b>
08	<b>OPENING OF TENDER (TECHNO-COMMERCIAL PART)</b>	<b>ON 10.08.2015 at 2.30 PM</b>

(ANIMESH NEOGI)  
DGM(P-V)

TENDERER(S)BBJ

**CHECK LIST**

SL. NO.	DESCRIPTION	DOCUMENTS
1.	TECHNO-COMMERCIAL PART	To be put in a sealed envelope superscribing " Tender Notice No." & " TECHNO-COMMERCIAL PART".
a)	Eligibility Criteria	i)The bidder must submit all documents/evidence towards their PAN, Service Tax Registration Certificate. ii) Experience of having successfully executed similar works during last five years.
b)	Earnest Money Deposit	<b>1) Rs. 25,000/= (Rupees Twenty five thousand only)</b> by Demand Draft /Banker's Cheque/Pay Order in favour of " The Braithwaite Burn & Jessop Construction Company Limited" payable at Kolkata. 2) For existing Transporters the same may be adjusted from their passed bill amount provided they apply for the same in their offer.
c)	List of Deviation	As per Annexure- "B" to be signed sealed.
d)	Tender Document except BOQ-1	All the pages to be signed and sealed.
2.	PRICE PART	To be put in a sealed envelope superscribing " Tender Notice No." & " PRICE PART "
A)	<b>BOQ-1</b>	The rates to be filled up in figure & words for BOQ-1 duly sealed and signed by the bidder.
3.	TENDER	A sealed Envelope superscribing "Tender Notice No." / "Scope of Work" containing a)Techno-commercial Part b) Price Part

**INSTRUCTION TO THE BIDDERS**

1.	<b><u>SUBMISSION OF BID</u></b> - All the pages of the tender document to be signed with Company's seal by the bidders. The rates in the appropriate space in the <b>BOQ</b> should be properly filled, both in figures and words. No overwriting, using of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry to be signed and sealed with Company's seal. In the event of any difference between figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender. Tenders to be submitted in <b>two parts</b> : -
a)	<b><u>TECHNO-COMMERCIAL PART</u></b> The techno-Commercial part will consists of -
i)	<b><u>ELIGIBILITY CRITERIA</u></b> The bidder must submit all documents/evidence towards their PAN, Service Tax Registration Certificate and Experience of having successfully executed similar works during last five years.
ii)	<b><u>EARNEST MONEY DEPOSIT</u></b> An amount of Rs. 25,000/- (Rupees Twenty five thousand only) in form of Demand Draft/Pay Order in favour of "The Braithwaite Burn And Jessop Construction Company Limited" payable at Kolkata. Unsuccessful bidders will be refunded the Earnest Money Deposit after the award of the contract to the successful bidder without any interest. Existing vendors the same may be adjusted from their passed bill amount provided they apply for the same in their offer.
iii)	<b><u>LIST OF DEVIATIONS</u></b> The bidder must submit the deviations from BBJ tender conditions as per proforma enclosed as " <b>ANNEXURE-B</b> ".
iv)	The tender documents issued to the bidders duly signed and sealed in each page except the BILL OF QUANTITY (BOQ-1).
b)	<b><u>PRICE-PART</u></b> Properly filled up <b>BILL OF QUANTITY (BOQ-1)</b> duly sealed and signed to be put in a sealed envelope superscribing " <b>TENDER NOTICE NO.</b> " and " <b>PRICE PART</b> ".

**INSTRUCTION TO THE BIDDERS**

b)	The above 'Techno-Commercial Part' and 'Price-Part' to be put in a sealed envelope superscribing " <b><u>TENDER NOTICE NO./SCOPE OF WORK</u></b> " to be submitted to BBJ.
2.	Conditional tenders may be rejected and no additional clause will be entertained.
3.	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. In case of splitting the L1 bidder will get 60% or more of the total quantity depending upon the requirement of BBJ.
4.	All duties, taxes, fees and other levies [except service tax and entry tax] are payable by the Transporter for the scope of work defined in this tender and shall be included in the quoted rate. Way bill and entry tax if applicable shall be on BBJ's account. Service Tax will be paid by BBJ to the Service Tax authority.
5.	In case of a new successful bidder (i.e bidders who do not have provided transport services to BBJ in the last 5 years), one B.G. for Rs.2,00,000.00 (Rupees two lakhs only) to be submitted in favour of "The Braithwaite Burn & Jessop Construction Company Limited" which will be released after successful completion of the job.
6	<b>VALIDITY OF TENDER: - 90 (ninety) days</b> from the date of opening of tender or for a further period if mutually accepted.

(ANIMESH NEOGI)  
DGM(P-V)

**SPECIAL CONDITION OF CONTRACT**

**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, 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 Work Order issued by BBJ.
- d) The "**TRANSPORTER**" shall mean the person, firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.
- e) E.C. RAILWAY shall mean EAST CENTRAL RAILWAY and/or their Authorized Representatives.

**2. SCOPE OF WORK:**

As per BOQ-1

**3. TERMS & CONDITIONS OF TENDER**

- A) Loading and unloading will be done by BBJ.
- B) Transporter should provide lashing chains, ropes and associated d-shackles, turnbuckles etc.
- C) Bidder/Transporter must indicate the route to be followed for transportation and the travel time required. However, the travel time as will be agreed and accepted by BBJ and the bidder will be indicated in the order. Any deviation to that may attract penal action from BBJ.
- D) Bidder/Transporter must provide a certificate of familiarity with route as well as loading and unloading points and facilities available therein.
- E) In case there is any difficulty in movement of the loaded vehicle after leaving the loading point, the agency must arrange alternate means to reach destination by the agreed time. Otherwise BBJ may take any penal action as deem fit.
- F) Period of transportation will be initially for **6 months and extendable up to 12months.**

**SPECIAL CONDITION OF CONTRACT**

- G) Price will remain firm for transportation commenced during the period of 12 months from the date of order.
- H) Requisition/ notice for placing vehicle may be given in any form verbal/ written/ electronic system (phone, fax, e-mail, SMS, messenger applications etc). We will try to provide at least 48 hours notice but in some cases it may be less than 24 hours. Failure in placing vehicle within our specified time will attract penalty at the rate of detention charge same as per following clause.
- I) No detention charge will be paid up to 24 hours of placing the vehicle at loading point or reaching the unloading point reported. Bidder must indicate detention charges payable per hour beyond the initial period of 24 hours of placing the vehicle. Merely quoting detention charges will not entitle the party to claim detention charges unless and until the same is accepted by BBJ and mentioned in the order.
- J) Round the clock vehicle tracking facilities to be provided by the transporter. Driver's mobile no(s) must be mentioned on the consignment note issued by the agency.
- K) In case of transporting wooden items, transporter will require to get clearance from appropriate authority. No extra payment will be made by BBJ on this account.

**4. VARIATION IN QUANTITIES:**

Quantity Variation  $\pm 25\%$

**5. SPLITTING OF SCOPE OF SUPPLY**

BBJ reserve the absolute right to split the SCOPE OF WORK in respect of Transporting materials among the Techno-commercially qualified bidders as per BBJ's requirement and decision. However, in such case the L1 bidder will get 60% or more of the total quantity depending upon the requirement of BBJ.

However, any party will not have any claim towards reduction of such quantity from their scope of work and such splitting of Scope of work will be done at Negotiated Lowest Accepted Rate only. The splitting of scope of supply will be done as per following:

**SCC-3**

**SPECIAL CONDITION OF CONTRACT**

- **LOWEST BIDDER** - 60% (Sixty percent) or more ;
- **OTHER BIDDERS** - 40% (Forty percent) or in equal proportion only as the case may be.

Order quantity will be reviewed periodically by BBJ and considering the status of transportation may be revised/ reduced as per BBJ's requirement to suit the project work. BBJ's decision in this regard will be final and binding on the Transporter(s) and no claim will be entertained on this account.

**6. 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.

**7. PAYMENT TERMS:**

Within 30 days after receipt of clear bill.

**8. TRANSIT PERIOD :**

To be mentioned clearly for transportation of each trip by Truck and/or Trailer.

**9. 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.

**10. TERMINATION OF CONTRACT:**

In case of failure to discharge the duties as per our 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 /agencies. Cost incurred for the above shall be recovered from the contractor's bill and Security Deposit.

**11. TERMINATION OF CONTRACT:**

In case of failure to discharge the duties as per our 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 /agencies. Cost incurred for the above shall be recovered from the contractor's bill and Security Deposit.

**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.

(ANIMESH NEOGI)  
DGM(P-V)

TENDERER(S)

BBJ

ANNEXURE-B"

LIST OF DEVIATIONS

SL. NO.	BBJ TENDER CONDITION		BIDDER'S DEVIATED CONDITIONS
	CLAUSE REF.	DESCRIPTION	
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NOTE: INCASE OF NO DEVIATION, THE BIDDER MUST STRIKE OUT THE ABOVE AND WRITE NIL DEVIATION



**BOQ-1**

**BILL OF QUANTITIES**

SL. NO.	DESCRIPTION	QUANTITY (MT)	RATE PER MT. (Rs.) (In Figures and in Words)	Transit Period
01.	Transportation of materials, plants, equipments, wooden sleeper, tools & tackles etc. from Ganga bridge site, Munger (Bihar) to Heavy Plant Yard, Kolkata.  I] By Truck(09 MT Capacity)  Qty. variation - $\pm$ 25%.  Service Tax will be paid by BBJ to the Service Tax authority.  No underload consignment will be entertained without approval of BBJ	135 MT		

NOTE: The rate should be inclusive of all but exclusive of SERVICE TAX as per rule applicable. Entry Tax if any will be borne by BBJ.

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DGM(P-V)

TENDERER(S)

BBJ