

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

(A Govt. of India Enterprise)

eNIT/DGM(P-V)/AN/TRANSPORT/3129/28-2018

DT. 02.07.2018

27, RAJENDRA NATH MUKHERJEE ROAD  
KOLKATA - 700 001 (WEST BENGAL)  
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e-TENDER NO.	eNIT/DGM(P-V)/AN/TRANSPORT/3129/28-2018	DATE	02.07.2018
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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 Site materials, Plate Channel, Porta Cabin, Labour hutment, Hydra Compressor, DG Set, welding rectifier, other machinery, Mis. Store materials, Electrical items, wagon door and other wagon components etc from Mughalsarai Wagon Care Centre Site to Heavy Plant Yard, Kolkata.	
02.	QUANTITY	AS PER BOQ-1	
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
04.	EARNEST MONEY DEPOSIT	RS.1,00,000.00 (RUPEES ONE LAKH 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	<b>02.07.2018</b>
		Document download Start Date	<b>03.07.2018 - 10:00 HRS</b>
		Start Date of uploading of bid document	<b>09.07.2018 - 10:00 HRS</b>
		End Date for uploading of bid document	<b>16.07.2018 - 15:00 HRS</b>
		Date of opening of Bid	<b>17.07.2018 - 15:00 HRS</b>

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

TENDERER(S)

BBJ

**INSTRUCTION TO BIDDERER**

<b>01</b>	<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">https://eprocure.gov.in/eprocure</a> .
<b>02</b>	<b><u>DIGITAL SIGNATURE CERTIFICATE (DSC)</u></b> 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.
<b>03</b>	<b><u>SUBMISSION OF BID:</u></b> Bids to be submitted online through e-Procurement system of Central Public Procurement Portal (CPPP) ( <a href="https://eprocure.gov.in/eprocure">https://eprocure.gov.in/eprocure</a> ). <b>Physical instrument towards Tender Document Fee (if required) and EMD (if required) have to be submitted to this office before opening of the bid.</b> Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the <b>BOQ</b> should be properly filled in. Tenders to be submitted in <b>Single</b> part:
<b>04</b>	<b>"SUBMISSION OF TENDER"</b> 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.
<b>05.</b>	<b><u>LANGUAGE</u></b> 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.
<b>06.</b>	<b><u>SUBMISSION OF TENDER</u></b>
<b>a)</b>	The Tender shall be signed by the person legally authorised to enter into commitment on behalf of the Tenderer.
<b>b)</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 <b>BOQ-1</b> should be properly filled.
<b>c)</b>	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.
<b>07.</b>	<b>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.</b>
<b>08.</b>	Conditional tenders shall be straightway rejected and no additional clause will be entertained.

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<b>09.</b>	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.
<b>10.</b>	<b><u>CURRENCIES OF BID AND PAYMENT:</u></b> The Tenderer shall submit his price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
<b>11.</b>	All duties, fees and other levies payable by the supplier under the contract or any other cause shall be included in the quoted prices.
<b>12</b>	<b>Important Notes;</b> 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.
<b>13.</b>	<b>Validity of Tender – 90 (ninety) days</b> 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.
<b>14</b>	<b>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.</b>

(A Neogi)  
DGM(P-V)

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 Site materials, Plate Channel, Porta Cabin, Labour hutment, Hydra Compressor, DG Set, welding rectifier, other machinery, Mis. Store materials, Electrical items, wagon door and other wagon components etc from Mughalsarai Wagon Care Centre Site to Heavy Plant Yard, Kolkata. **BOQ-1.**
- b) Qty. variation -  $\pm 20\%$ .
- c) Trailer 22 MT Capacity for trip basis & Truck 16 MT Capacity for trip basis.
- 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 at Munger 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 ARE REQUESTED TO QUOTE PRICE AS TRIP BASIS.**
- m) Bidders must visit site to see items for accessing materials for suitable transport required.

**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:**

Sl. No	Description
1	5mm and 6mm thick Plate 50mm X 50mm Angle 100mm Channel - 682 MT
2	Porta Cabin – 4 Nos.
3	Labour Hutment, Miscellaneous Plates for Jig etc. (22 MT)
4	04 Nos Hydra
5	Compressor 3 Nos, DG Set 1 No. and other small items
6	80 Nos welding rectifier and other machineries
7	Miscellaneous store materials
8	Electrical items including cable, bus bar, main switch, furniture etc.
9	Wagon Door (900 nos) and other bought out wagon components.

**8. 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.

**9. 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.

**10. TOTAL DURATION OF TIME:**

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

**11. 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.

**SCC-3**

**12. 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.

**12.1 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.

**12.2 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)**