

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA - 700 001 (WEST BENGAL)
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E-Tenders under **one-part bidding system** (i.e. Techno-Commercial & Price Bid in one part) are invited from contractors/ firms who are technically & financially capable to carry out the work as per this NIT are invited for the following work;

01.	TENDER NOTICE NO. & Date	eNIT/DGM(P-V)/BEARING-BUFFER-SLAB/BR.164/2140/26-2018, Date: 26.06.2018	
02.	NAME OF THE WORK	Modification of Bearing Slabs and Buffer Slabs required for cantilever erection of 103.0m and 69.0m span of girders of Bridge No-164, Manipur	
03.	QUANTITY	As Per BOQ-1	
04.	COMPLETION PERIOD	04 (four) months from the date of issue of LOA/ Order, whichever is earlier.	
06.	COST OF TENDER DOCUMENT	Nil	
07.	EARNEST MONEY	Rs.30,000/- (Rupees thirty thousand only) in the form of Demand Draft/ Pay Order/ Banker's Cheque in favour of "The Braithwaite Burn And Jessop Construction Co. Ltd.", payable at Kolkata. MSME/ SSI Units with NSIC registration are exempted from submitting EMD subject to submission of declaration of their UAM number on CPPP.	
08.	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
09.	DATE & TIME SCHEDULE:	Date of Publishing NIT & Tender Documents	26.06.2018
		Document download Start Date	26.06.2018 - 10:00 HRS
		Start Date of uploading of bid document	04.07.2018 - 10:00 HRS
		End Date for uploading of bid document	10.07.2018 - 15:00 HRS
		Date of opening of Technical Bid & Financial Bid	11.07.2018 - 15:00 HRS

(A. NEOGI)
DGM (P-V)

INSTRUCTION TO THE BIDDERS

1.0 REGISTRATION OF CONTRACTOR

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/app>

2.0 DIGITAL SIGNATURE CERTIFICATE (DSC)

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 Guideline to bidder DSC is given as a USB e-Token.

3.0 SUBMISSION OF BID:

Bids to be submitted online through e-Procurement system of Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure/app>). **Physical instrument of the Earnest Money have to be submitted in this office before opening of 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 **one-part**:

TECHNO-COMMERCIAL & PRICE PART: The Techno-Commercial & Price part will consist of -

PRE-QUALIFICATION CRITERIA OF THE BIDDER

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of Technical Bid. Any bidder not qualifying technical criteria will be rejected and price shall not be considered.

Following documents, that are to be submitted/ upload with the offer:

- (a) Earnest Money amounting to **Rs.30,000/-** (Rupees thirty thousand only) in the form of Pay Order/ Demand Draft/ Banker's Cheque drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata. Scanned copy to be uploaded in portal and instrument to be submitted physically along with other documents.
- (b) GST Registration Certificate
- (c) Copy of PAN CARD
- (d) Digitally signed copy of tender documents of BBJ
- (e) Copy of relevant documents/ experience certificate showing past experience in respect of work as per eligibility criteria at Clause 2.0 of Special Conditions of Contract.
- (f) Properly filled up BILL OF QUANTITY (BOQ-1) duly digitally signed to be uploaded in financial part.

4.0 CONDITIONAL TENDERS AND/ OR TENDERS WITH DEVIATIONS SHALL BE STRAIGHTWAY REJECTED AND NO ADDITIONAL CLAUSE WILL BE ENTERTAINED.

5.0 VALIDITY OF TENDER: – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.

7.0 **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.

SPECIAL CONDITION OF CONTRACT

1.0 SCOPE OF WORK:

- 1.1 Transportation of 4 nos. Buffer slabs and 4 nos. Bearing slabs from our Heavy Plant Yard, P-82, Taratala Road, Garden reach, Kokata-700024, to successful bidder's place of work including unloading at your shop (loading at HPY will be done by BBJ).
- 1.2 Machine Cutting of Bearing & Buffer slab as per dimension mentioned in the drawing.
- 1.3 Successful bidder is to prepare one sample of size 230mm x 225mm x 300mm from the cut-out portion of bearing slab.
- 1.4 Successful bidder is to prepare one sample size 155mm x 225mm x 300mm from the cut-out portion of buffer slab.
- 1.5 Making threaded groove in the bearing slab & buffer slab as per drawing.
- 1.6 Making eye bolts as per dimension and quantity mentioned in the drawing.
- 1.7 Back transport of all the above material including cut out portion and test samples from successful bidder's place of work to Heavy Plant Yard (unloading at HPY will be done by BBJ).

2.0 ELIGIBILITY:

- 2.1 Having experience in machining work of engineering tools etc. Necessary certificates or work orders to be attached.
- 2.2 The contractor/ firm should own sufficient equipment for proper and timely execution of work.

3.0 EARNEST MONEY DEPOSIT (EMD):

Deposit of Earnest Money amounting to **Rs.30,000/-** (Rupees thirty thousand only) in the form of Pay Order/ Demand Draft/ Banker's Cheque 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 tenderer withdraws their offer within validity period of their offer or fails to undertake the contract 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 bid shall be rejected. The same shall be returned back by BBJ after completion of job satisfactorily and all the materials are received by us at HPY. For unsuccessful bidders, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

4.0 DATE OF COMMENCEMENT:

The date of commencement will be considered the date of issue of Letter of Award (LOA) or Work Order, whichever is earlier.

5.0 COMPLETION SCHEDULE:

The entire work to be completed in all respect within a time frame of **04 (four) months** from the date of commencement as stated above. The successful bidder shall be responsible for proper completion of structures, workmanship, liability for defects during the period of execution. In the event of failure on the part of the successful bidder to rectify the defects, the same may without prejudice to any other right available to it in law be rectified by BBJ for an on behalf of the contractor and at the cost and expenditure of the successful bidder. BBJ shall have the right to deduct on set off the expenses incurred by it in rectifying the defects/ maintaining the project as aforesaid from or against any amount due and payable or becoming due and payable by BBJ to the successful bidder under this agreement or any other contract whatsoever. The date

of completion shall be calculated from the date of issue of completion certificate as furnished by the Engineer-in-Charge of the project on behalf of BBJ.

5.1 **EXTENSION OF COMPLETION PERIOD:**

If there is delay for reasons not attributable to the bidder, BBJ, upon receipt of written request from the bidder may extend the Completion time as suitable and fit reasonable to BBJ. No extra claim other than granting suitable extension of time of delivery of bidder will be entertained in such cases of time extension being granted.

6.0 **INSPECTION & TESTING:**

Inspection of Work will be done by BBJ's Authorized Representative and the bidder is required to get the work passed through BBJ's Authorized representative.

7.0 **SECURITY DEPOSIT:**

As security for proper and faithful fulfilment of the obligation under the order, Security Deposit shall be **Rs.50,000/-** and should be kept valid till completion of entire contract. The same shall be returned back by BBJ after completion of job satisfactorily and all the materials are received by us at HPY. Security Deposit shall be in the following manner;

Security Deposit, may be deposited by the successful bidder in the form of Demand Draft/ Pay Order/ Banker's Cheque or may be submitted in the form of Bank Guarantee from any Nationalized/ Scheduled Bank in the prescribed format of BBJ within 15 days from the date of issue of Letter of Award (LOA)/Order.

8.0 **RATE**

The bidder must submit their rate in "**Lump-Sum Basis**" strictly as per Bill of Quantities BOQ of this tender document. The price must be firm during the tenure of this contract & 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.

9.0 **TAXES & DUTIES:**

The bidder 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.

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

10.1 Without prejudice to stipulation in the tender, 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.

10.2 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.

11.0 **PAYMENTS**

11.1 Payment will be made within 30 (thirty) days from the date of supply of items at HPY subject to certification of BBJ.

11.2 Statutory deductions shall be made at source.

12.0 **PRICE VARIATION:**

This is a fixed rate contract and no price variation/ adjustment on any account is admissible during the tenure of the contract including extended time, if any, granted by BBJ. PRICE SHALL REMAIN FIRM FOR THE ENTIRE PERIOD OF WORK.

13.0 **IDLE CHARGES:**

NO IDLE CHARGES for Labour, Plant, Establishment etc. is tenable under this contract for whatsoever the reasons be.

14.0 **SUB-LETTING:**

The bidder shall not sub-let any part of the job as detailed in the Scope of Work of this tender document. In case it is felt absolutely necessary, the same may be allowed subject to prior written approval from BBJ.

15.0 **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.

16.0 **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 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.

17.0 **INDEMNITY**

Bidder shall indemnify BBJ against all claims in respect of their contractual obligations in the event of non-compliance of statutory rules/ obligations/ laws/ taxes & duties etc.

18.0 **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.

19.0 **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. General Manager (Project-V)