

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

(A Government of India Enterprise)

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](mailto:bbjproj@vsnl.net) ; [info@bbjconst.com](mailto:info@bbjconst.com)

eTENDER NO.	eNIT/DGM(P-V)/PUR/SB/TRANSPORT/2140/10-2018	DATE	25.01.2018
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**NOTICE INVITING e-TENDER**

E-Tenders are invited from reputed transporters for the following work:

01.	<b>NAME OF THE WORK</b>	TRANSPORTATION OF STEEL PLATES, SECTIONS ETC. FROM SAIL-BSO/ PATNA, FATHUA STOCK YARD TO GANGA BRIDGE SITE, MUNGER, BIHAR.	
02.	<b>QUANTITY</b>	550 MT	
03.	<b>COST OF TENDER DOCUMENT</b>	NIL	
04.	<b>EARNEST MONEY DEPOSIT(EMD)</b>	<p><b>RS. 25,000.00</b>(RUPEES TWENTY FIVE THOUSAND ONLY) IN THE FORM OF DEMAND DRAFT/PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. EXISTING SUPPLIERS MAY ADJUST THE EMD FROM THEIR PENDING BILLS.</p> <p>MSE UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD VALIDATES UP TO TENDER VALIDITY PERIOD) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING EMD. COPY OF NSIC CERTIFICATE NEED TO BE SUBMITTED WITH BID. <b>APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.</b></p> <p>FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER FINALIZATION OF WORK/ PURCHASE ORDER, WITHOUT ANY INTEREST.</p>	
05.	<b>MODE OF SUBMISSION</b>	ONLINE THROUGH E-PROCUREMENT OF CPPP, NIC	
06	<b>Date &amp; Time Schedule:</b>	Date of Publishing NIT & Tender Documents	<b>25.01.2018</b>
		Document download Start Date	<b>25.01.2018 - 13:00 HRS</b>
		Start Date of uploading of bid document	<b>01.02.2018 - 10:00 HRS</b>
		End Date for uploading of bid document	<b>07.02.2018 - 15:00 HRS</b>
		Date of opening of Technical Bid	<b>08.02.2018 - 15:00 HRS</b>
		Date of opening of Financial Bid	<b>To be notified later</b>

(A.Neogi)  
DGM(P-V)

**INSTRUCTION TO TENDERER**

<b>01</b>	<b>Registration of Contractor</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 onto <a href="https://eprocure.gov.in/eprocure">https://eprocure.gov.in/eprocure</a> .
<b>02</b>	<b>Digital Signature certificate(DSC)</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>SUBMISSION OF BID:</b> Bids to be submitted on line through e-Procurement system of Central Public Procurement Portal(CPPP)( <a href="https://eprocure.gov.in/eprocure">https://eprocure.gov.in/eprocure</a> ). Hard copy of the uploaded/submitted bid shall have to be submitted to this office physically along with the EMD. 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.
<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.
<b>05</b>	<b>Eligibility Criteria: Bidder must submit with their bid documentary evidence for transportation of structural steel materials from SAIL plants/warehouse/conversion agent for and on behalf of Government organisations/ PSUs etc. within the last 3 years.</b>
<b>06</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>07</b>	<b>SUBMISSION OF TENDER</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 incidental expenses for 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>08</b>	<b>The Bidder must fill the Schedule of Rate (vide BOQ-1) with the appropriate column being duly filled in, signed and sealed.</b>
<b>09</b>	Conditional tenders shall be straightway rejected and no additional clause will be entertained.

10	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.
11	<b>CURRENCIES OF BID AND PAYMENT:</b> The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
12	All duties, taxes, fees and other levies payable by the TRANSPORTER under the contract or any other cause shall be included in the quoted prices.
13	<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.
14	In case of new bidder having no work experience with BBJ in last 5 years becomes successful bidder, one B.G. for Rs. 2,00,000.00 (Rupees two lakhs 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.

DGM(P-V)

### **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 And Jessop Construction Company Limited having its Head 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.

#### **2. SCOPE OF WORK:**

**TRANSPORTATION OF STRUCTURAL STEEL PLATES, SECTIONS ETC. FROM SAIL-BSO/PATNA, FATHUA STOCK YARD TO GANGA BRIDGE SITE, MUNGER, BIHAR.**

**(Detailed as per BOQ-1)**

- a) Qty. variation -  $\pm 50\%$ .
- b) Rate should be quoted per MT basis.
- c) **Minimum tonnage clause is not applicable, unless & otherwise instructed in writing.**
- d) Payment will be made as per weighment certificate received by BBJ at Site. Bidder has to satisfy themselves regarding routes and availability of weigh Bridge nearby to site for weighment before entering to site for unloading at site. Otherwise payment will be made on the basis of sectional weight or weighment at loading point, whichever is lower.
- e) Any deviation of the above quotation will be treated as cancelled.
- f) Loading will be done by SAIL, Yards and unloading will be done by BBJ, Munger Site.
- g) **Any incidental charges for lifting at SAIL - Plant/ yard/ warehouse and during transportation on road to be borne by the party. Detention charges will not be paid for delay of loading at SAIL - Plant/ yard/ warehouse & our site.**
- h) **Appropriate vehicle for lifting Section and plates to be placed as soon as intimated by SAIL/ BBJ.**
- i) Each vehicle should be provided with appropriate communication system for monitoring movement.
- j) The transporter should visit the both point (loading & unloading) to see the road conditions and the materials before quoting their rates.

- k) **Penalty: In case of delayed placement of vehicle for lifting of materials at loading point beyond 48 hours of notification of the same by BBJ through phone/ sms/ email/ fax/ letter (anyone or multimode) or delay beyond the agreed transit period penalty at the rate of Rs.100 per MT per day will be deducted from the bills.**

**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 the date of delivery of the materials with proper document at project site.

**5. TRANSIT PERIOD:**

To be mentioned clearly for only transportation of each trip by Trailer.

**6. TIME PERIOD:**

**06 (Six)** months from the date of LOI/Work order.

**7. 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.

**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. 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. 7 will be implemented.

**11.** BBJ reserves the right to award different BOQ items (s) on different parties. Work in hand of bidders will be considered while placing the order.

**12. SITE ADDRESS:**

The Braithwaite Burn And Jessop Construction Co. Ltd.  
Ganga Bridge Site,  
Near Lal Darwaja, Munger,  
Bihar – 811 201.

**13. SUBMISSION OF INVOICE:**

**The invoice raised by the transporter for the transport carried out in a particular month should reach BBJ-Head Office within 5<sup>th</sup> of the next month** e.g. invoice for transport in Dec-17 must reach BBJ-Head Office, Kolkata by 5<sup>th</sup>Jan-18.

**14. NOTE:**

- a) Qty. variation  $\pm$  50 %.
- b) Rate should be quoted per MT basis.
- c) **Minimum tonnage clause is not applicable, unless & otherwise instructed in writing.**
- d) **Payment will be made as per weighment certificate received by BBJ at Munger Project Site.**
- e) **In case of deviation to the above, the quotation will be treated as cancelled.**
- f) Loading will be done by SAIL, Yards and/or any other location in adjoining area within 30km radius unloading will be done by BBJ, Site.
- g) Any incidental charges for lifting at Plant/ yard/ warehouse and during transportation on road to be borne by the party. Detention charges will not be paid for delay of loading at SAIL, Plant/ yard/ warehouse & our site.
- i) Appropriate vehicle, for lifting plates, to be placed as soon as intimated by SAIL/ BBJ.
- j) Each vehicle should be provided with appropriate communication system for monitoring movement.
- k) Payment terms – 30 days from delivery of the materials with proper document.
- l) **Immediate commencement with 48 hrs notice for deploying vehicle.**
- m) Road Permit will be arranged by BBJ.
- n) Rate should be quoted per MT basis. **The rate should be inclusive of all but exclusive of GST as per Rule.**
- o) **Loading time – 48 Hours.**

**15. 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.

**15.1 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.

**15.2 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.

**(Animesh Neogi)**  
**Dy. General Manager (P-V)**