

(A Government of India Enterprise)
 27, RAJENDRA NATH MUKHERJEE ROAD
 KOLKATA – 700 001 (WEST BENGAL)
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Auction Notice No.	NIT/DGM(P-V)/SCRAP/MUNGER/2132/3112	Date:	9 th May, 2016
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AUCTION NOTICE

The Braithwaite Burn And Jessop Construction Co. Ltd. (BBJ) intends to sell scrap through Auction on **“as is where is”** basis and as such sealed tenders are hereby invited from Industry owners, Scrap Dealers, Individuals and others who are interested in buying items as mentioned in **“Stock Name/ BOQ-1”**;

01.	STOCK NAME	(a) Good Quality HT/MS Scrap Borings generated from Plates & Sections (b) Good Quality HT/MS Scrap Generated from Plates & Sections (c) Empty Paint Drums (20 ltrs.)
02.	COST OF TENDER DOCUMENT (NON -REFUNDABLE)	Rs. 1,000/- (Rupees one thousand only) in the form of Demand Draft/ Pay Order in favour of “The Braithwaite Burn And Jessop Construction Company Limited”, payable at Kolkata. SSI units with NSIC registration are exempted from submitting tender document fee.
03.	EARNEST MONEY DEPOSIT	An amount equivalent to 25% (twenty five percent) of the accepted bid value/sale value in the form of Demand Draft/ Pay Order in favour of “The Braithwaite Burn And Jessop Construction Company Limited”, payable at Kolkata shall have to be submitted by the successful bidder within 7 (seven) days from the date of acceptance of bid.
04.	ISSUE OF TENDER DOCUMENT	Between 10th May, 2016 to 21st May, 2016 during office hours.
05.	LAST DATE & TIME OF RECEIPT OF TENDER	Receipt up to 15:00 Hrs. on 23rd May, 2016 at BBJ’s Registered Office.
06.	OPENING OF TENDER	On 23rd May, 2016 at 16:00 Hrs. at BBJ’s Registered office.

(Animesh Neogi)
DGM (P-V)

INSTRUCTION TO THE BIDDERS

1.	<p><u>SUBMISSION OF BID:</u></p> <p>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 BOQ 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.</p>
2.	<p><u>EARNEST MONEY DEPOSIT:</u></p> <p>Upon acceptance of the auction bid, the buyer/ successful bidder shall have to submit Earnest Money equivalent to 25% (twenty-five percent) of the accepted bid value/sale value within 7 (seven) days from the date of acceptance of bid, in form of Demand Draft/ Pay Order in favour of "The Braithwaite Burn And Jessop Construction Company Limited" payable at Kolkata. The EMD of the buyer/ successful bidder shall be adjusted with the auctioned/ sale price.</p>
3.	<p>The offer price shall be quoted for the scrap on per Metric Ton/LOT basis on "as is where is basis " as excluding government taxes and duties.</p>
4.	<p>The tender shall be awarded based on the highest offer received for individual item/stock. In other words, the successful bidder would be decided for each item based on the highest offer received for particular item. Accordingly, the delivery of each item would be issued separately to selected bidder for that particular item.</p>
5.	<p>Conditional tenders may be rejected and no additional clause will be entertained.</p>
6.	<p>VAT registration certificate should be submitted. All duties, taxes, fees and other levies payable by the Bidder/Implementing Agency under the contract or any other cause shall be included in the quoted prices.</p>
8.	<p>Contact Person:</p> <p><u>BBJ Head Office:</u></p> <ol style="list-style-type: none"> 1. Mr. Souvik Bhattacharya 2. Mr. Dhruva Dutta, AM (F&A) <p><u>Project Site:</u></p> <ol style="list-style-type: none"> 1. Mr. R. K. Singh, DGM (P-III) 2. Mr. Apurba Mazumdar/Store – 09204797846 3. Mr. D. K. Manna - 08092039589
7.	<p><u>VALIDITY OF TENDER : 90 (ninety)</u> days from the date of opening of tender or for a further period if mutually accepted.</p>

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 And 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 Industry owners, Scrap Dealers, Individuals in response to BBJ's Auction Notice.
- c) The "**ORDER**" shall mean a written Sale Order/Sale Acceptance Letter issued by BBJ.
- d) The "**PROJECT SITE**" shall mean "BBJ Ganga Bridge Site, Munger (Bihar).

2. DETAILED SCRAP/ STOCK

BBJ intends to sell scrap through Auction on "**as is where is**" basis as available at Project Site at Munger (Bihar). **The stock under the present tender shall generally comprise of the following:**

- (a) Good Quality **HT/MS Scrap Borings** generated from Plates & Sections – **10 MT.**
- (b) Good Quality **HT/MS Scrap** Generated from Plates & Sections – **700 MT.**
- (c) **Empty Paint Drums (20 ltrs.) - 1 LOT = 4000 NOS.**

3. ACCEPTANCE OF OFFER

The successful tenderer will be intimated about the acceptance of their offer by Registered Post/ Telephonically/ Email. The tenderer should return the duplicate copy of the offer/contract duly signed and stamped as token of acceptance.

4. PAYMENT OF SALE VALUE:

On acceptance of the bid and submission of EMD, "Sale Order" would be issued to the successful bidder and the Full Amount payable/ applicable for material value plus taxes shall have to be submitted by buyer/ successful bidder to BBJ **within 4 (four) weeks** from the date of Sale Order in the form of Demand Draft in favour of "The Braithwaite Burn And Jessop Construction Co. Ltd.", payable at Kolkata. If the full amount as per Sale Order is not submitted to BBJ within prescribed date, the order shall be cancelled and EMD shall be forfeited.

5. DELIVERY:

On receipt of full payment i.e. total value of materials plus taxes & duties, BBJ shall issue "Delivery Order" for lifting of materials. The materials/ scraps as per the Delivery Order should be lifted within **30 (thirty) days** from the date of issue of the said Order. Scrap lifting should be carried out in presence of BBJ's representative/ site personnel along with authorized representative of the successful bidder. The authorized representative of the successful bidder should carry & submit photo – ID proof viz. Driving License, Aadhar Card, PAN Card, Voter's ID, Passport etc. alongwith Company's authorization for lifting of materials.

In case of non-lifting of materials within specified date, the order shall be cancelled and the entire amount deposited towards sale value shall be forfeited.

6. GROUND RENT:

Ground Rent @1% (one percent) of total order value per week or part thereof beyond 30 (thirty) days will be levied up to maximum 2 (two) weeks provided written request is received within expiry of 30 (thirty) days of free lifting period. If no such request is received, the Order shall be cancelled.

7. QUALITY & QUANTITY

The scrap is offered purely on 'AS IS WHERE IS' basis and pick and choose method of bidding is strictly prohibited. The tenderer should thoroughly satisfy themselves about the nature, conditions and quality of material at the time of inspection. The Scrap equipment and material are sold on LOT basis. The entire material lying in the lot will have to be lifted by the purchaser so as to clear the entire lot at a time.

8. LIFTING & COLLECTION

8.1 Lifting/Removal of all scrap from "as is where" basis will be the total and complete risk and responsibility of scrap purchaser only.

8.2 The purchaser should follow the procedure of Department with regard to entry of vehicle, issue of material in force at the time of taking delivery. Cost of segregation/ Cutting/ bundling/ loading/ unloading/ transportation etc. of scrap materials are to be borne by the purchaser(s).

8.3 All statutory requirement and labour enactments should be strictly followed in respect of persons employed by the Purchaser(s).

8.4 The purchaser's representatives, workers, Lorry drivers and others will have to strictly observe the working hours and regulations regarding the discipline and security while they are inside the premises of Department. Any violation of the regulation regarding discipline and security will lead to forfeiture of EMD and termination of the contract by BBJ.

8.5 The Purchaser(s) must not indulge in any corrupt or unlawful practice while executing the contract. If any such case is reported and established, BBJ will have full rights to forfeit the EMD and cancel the contract.

8.6 The Purchaser(s) will be allowed to take delivery of scrap during office hours with prior intimation to the BBJ Head Office & Site Office.

9. TAXES AND DUTIES

Bihar Sales Tax/VAT @5% (five percent) or as applicable shall be levied for this contract and the same has to be paid by the way of Demand Draft in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata.

Income Tax @1% or as applicable on the purchase price will be charged. Purchase price shall mean Base Price + other taxes & duties. Exemptions shall be given to manufacturers and processors on production of exemption certificate from the concerned accessing officer of the income tax department. Exemption is not available retailers/ traders.

The rates quoted by the bidder shall include all Excise Duties, Custom Duties, Import Duties, VAT, Octroi, Royalty and all other taxes, that may be levied according to the Laws and Regulations now in force and also here after imposed, increased or modified from time to time on such materials under the Contract.

10. SUBLETTING

Assignment of contract and / or subletting of this contract either in whole or in part is strictly prohibited. BBJ may at his discretion terminate the contract and forfeit the full amount in the event of parting of any interest, in assignment of and/ or subletting of the contract, either in whole or in part by the Purchaser, if and when the fact of such parting assignment and/or subletting comes to light.

11. VARIATION: +/- 20% (twenty percent)

12. INSPECTION:

The tendered stores/ scrap shall be kept open for inspection during 11th May, 2016 to 21st May, 2016. The interested tenderers may inspect the tendered materials on any working days between 11.00 am to 5.00 pm except Saturday/ Sunday or holidays at BBJ's Ganga Bridge Project Site, Munger (Bihar). The prospective tenderers may contact officials as mentioned in Para 8 of "IB-1" prior visit for inspection. Only one person from each firm will be permitted for inspection of the items. The person inspecting the items should record their firm's name, his name, and his position in the Inspection Register. The person should produce proof of documentary evidence like authorization letter in their letter pad/ visiting card/ identification card, driving license, passport, PAN card etc. before inspection. The Tenderers will be permitted to inspect the items only once and they will not be entertained again.

13. VALIDITY OF CONTRACT

The contract shall be valid up to the period of the Delivery Order or up to the extended period of validity of Delivery Order, if any.

14. 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.

15. OTHER IMPORTANT POINTS:

14.1 In the event of any dispute with regard to Sales Tax or any other statutory levies the matter has to be taken up directly with the concerned Authorities by the purchaser.

14.2 All pages of tender documents shall be stamped & signed and the same shall form an integral part of the tender documents.

14.3 Unless otherwise specified the rates will be considered as basic rate without taxes & duties which will be extra as would be applicable on the date of delivery.

14.4 Incomplete and conditional offers are liable for rejection.

14.5 Weight of empty & loaded trucks shall be done at BBJ's designated weighbridge at random and weight in the printed slips will be final for the particular truck and the same will be binding on the buyer.

16. IMPORTANT NOTES;

(A) BBJ reserves the right to:

- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- (ii) Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- (iii) Postpone or extend the above mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
- (iv) May ask for further qualification during techno commercial scrutiny of bids received.
- (v) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- (vi) BBJ shall not be liable for any expenses incurred by bidder for delivery of materials or during preparation of bid irrespective of whether it is accepted or not.
- (vii) 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.
- (viii) 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.

BOQ-1

Sl. No.	Particulars	Quantity	Unit	Base Rate (in Rs./ Words)	Total Amt. (in Rs./ Words)
1.	HT/MS Scrap Borings	10	MT		
2.	HT/MS Scrap	700	MT		
3.	Empty Paint Drums (20 Ltrs.)	01 (4000 Nos.)	LOT		
4.	Sub-Total (A)				
5.	Bihar Sales Tax/ VAT@5% or as applicable on (A) above				
6.	Sub-Total (B)				
7.	Income Tax @ 1% on (B) above				
8.	Net Amount				
	Amount in Words:				

(Bidders Signature & Seal)