

**THE BRAITHWAITE BURN AND 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: [info.bbjconst@bbjconst.com](mailto:info.bbjconst@bbjconst.com)

<b>ATC No.</b>	<b>eNIT/GM(P&amp;P)/TATA955- TRANSPORT/NS/2154/3135/G-114-2023</b>	<b>DATE</b>	<b>22<sup>nd</sup> Aug. 2023</b>
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**NOTICE INVITING e-TENDER.**

Sealed e-Tenders under a **Two-Part bidding system** are invited from reputed transporters for the following work:

<b>01.</b>	<b>NAME OF THE WORK</b>	TRANSPORTATION OF 01 NO. TATA 955 ALC CRANE FROM ERECTION YARD AT JHUSI END TO DARAGANJ END AND RETURN TO JHUSI END FOR BBJ'S GANGA BRIDGE SITE, PRAYAGRAJ, UTTAR PRADESH.
<b>02.</b>	<b>QUANTITY</b>	AS PER BILL OF QUANTITY (BOQ)
<b>03.</b>	<b>COST OF TENDER DOCUMENT (NON-REFUNDABLE)</b>	NIL
<b>04.</b>	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<b>RS.25,000/-</b> (RUPEES TWENTY-FIVE THOUSAND ONLY) (RUPEES ONE LAKH ONLY) BY DEMAND DRAFT/ BANKER'S CHEQUE/ NEFT/ RTGS IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA.  MICRO AND SMALL ENTERPRISES (MSE) WILL BE WAIVED FROM SUBMITTING EMD SUBJECT TO SUBMISSION OF THE DECLARATION OF UAM/ UDYAM NUMBER ON THE PORTAL.
<b>05.</b>	<b>MODE OF SUBMISSION</b>	ONLINE THROUGH GEM PORTAL

(अनिमेष नियोगी)/ (Animesh Neogi)

महाप्रबंधक (परियोजना और खरीद / General Manager (Project &amp; Purchase)

**INSTRUCTION TO TENDERER**

<b>01</b>	<b><u>REGISTRATION OF CONTRACTOR</u></b> Any contractor willing to take part in the process of e-Bidding will have to be enrolled & registered with the Government e-Marketplace, through logging onto <a href="https://gem.gov.in">https://gem.gov.in</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 Transporter DSC is given as a USB e-Token.
<b>03</b>	<b><u>SUBMISSION OF BID:</u></b> Bids to be submitted online through GeM Portal. Tender document to be digitally signed with Company's seal by the Transporters. The rates in the appropriate space in the BOQ should be properly filled in. Tenders to be submitted in two parts:
<b>a)</b>	<b><u>TECHNO-COMMERCIAL PART:</u></b> The techno-Commercial will consists of the following:
<b>i)</b>	<b><u>TENDER DOCUMENT EXCLUDING BOQ</u></b> The tender documents duly digitally signed EXCLUDING BILL OF QUANTITIES to be uploaded in the Gem portal.
<b>ii)</b>	<b>(a) <u>PRE-QUALIFICATION CRITERIA OF THE BIDDER</u></b> Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of the Technical Bid. Any bidder not qualifying PQC criteria will be rejected, and price bid will not be opened. The Techno Commercial Part should contain the following documents, which to be submitted/ uploaded with the offer: <b>(b) <u>Earnest Money Deposit &amp; Tender Fee</u></b> <b>Tender Document Fee (₹ Nil/-) &amp; Earnest Money Deposit (₹ 25,000/-)</b> in the form of Pay Order/ Demand Draft/ NEFT/ RTGS drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata. MSE units will be waived from submitting Tender Fee/ EMD subject to submission of declaration of UDYAM certificate number on GeM. <b>Scanned copy to be uploaded in portal and instrument to be submitted. physically along with the other documents within the due date for submission of bid.</b> <b>(c) <u>Documents as per eligibility criteria.</u></b> <b>(d) <u>Copy of GST Registration Certificate.</u></b> <b>(e) <u>Copy of PAN CARD</u></b> <b>(f) <u>Digitally signed copy of tender documents</u></b> <b>(g) <u>Copy of relevant documents/ experience certificate showing past experience in respect to Clause no. 1.0 of Special Conditions of Contract.</u></b>
<b>b)</b>	<b><u>PRICE-PART: -</u></b> Properly filled up BILL OF QUANTITY (BOQ) duly digitally signed to be uploaded in Financial part.
<b>4</b>	<b>Conditional tenders shall be straightway rejected, and no additional clause will be entertained.</b>
<b>5</b>	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.
<b>6</b>	The tender is to be uploaded in e-Procurement portal and hardcopy of EMD & Tender Fee to be submitted within due date to General Manager(P&P), THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED, 27, R.N. Mukherjee Road, Kolkata-700 001 (W.B.).

<b>7</b>	<b>VALIDITY OF TENDER: – 90 (NINETY) days</b> from the date of opening of tender or for a further period if mutually accepted.
<b>8</b>	In case of new Transporter having no work experience with BBJ in last 5 years becomes successful Transporter, then one B.G. for Rs. 2,00,000.00 (Rupees two lakhs only) to be submitted by them in favour of The Braithwaite Burn And Jessop Construction Company Limited which will be released after successful completion of the job in all manner.

**GM(P&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) **"TENDER"** shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Transporter/ Dealer/ Agency in response to BBJ's Notice of Invitation to this Tender Document.
- (c) **"ORDER"** shall mean a written Work/Purchase Order issued by BBJ.
- (d) **"TENDERER/ BIDDER/ TRANSPORTER"** shall mean the person, firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.
- (e) **"SUCCESSFUL BIDDER/ TRANSPORTER"** whose tender has been finally accepted by BBJ.

**2. ELIGIBILITY CRITERIA:**

2.1 **The bidder must have experience for transportation of materials during the last seven years ending last day of the month previous to the one in which the tender was invited.**

2.2 Bid document should be neatly typed. The Bidder/Transporter should sign and stamp on each page of the bid document. Overwriting is not allowed.

2.3 Any information furnished by the bidder subsequently found to be incorrect would render the bidder in-eligible for the present bid and will be debarred from bidding or taking up any work with BBJ in future.

**2.4 Earnest Money Deposit:**

Deposit of Earnest Money amounting to **Rs.25,000/-** (Rupees Twenty-five thousand only) may be made in the form of Pay Order/ Demand Draft 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 bidder withdraws their offer within validity period of their offer or fails to undertake the work 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 Techno-Commercial bid shall be rejected.

EMD will be converted to Security Deposit and will be kept till completion of the work plus 60 days. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

**3. SCOPE OF WORK:**

TRANSPORTATION OF 01 NO. TATA 955 ALC CRANE FROM ERECTION YARD AT JHUSI END TO DARAGANJ END AND BACK TO JHUSI END FOR BBJ'S GANGA BRIDGE SITE, PRAYAGRAJ.

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

- (i) The agency should provide a trailer in good working conditions suitable for transportation of TATA 955ALC Crane excluding its counterweight and boom.

- (ii) The contractual period shall be initially for a period of 06 (six) months for 02 nos. Trip. It may be extended as per Site requirement.
- (iii) Any incidental charges for transportation on road to be borne by the transporter. Detention Charges will not be paid for delay of loading/unloading at our site.
- (iv) The Agency will be responsible for any accidental incidents/damage during transportation and the cost towards accident/damage/loss during operation of the engaged trailer will be borne by the Transporter. BBJ will not be responsible for any contractual/legal obligation in this regard.
- (v) Loading and unloading will be done by BBJ.
- (vi) Before quoting the price of the tender, the agency must visit the site to be familiar with the nature of work.
- (vii) The location of erection of one span at Daraganj End is situated at about 8 to 10 Km from Jhusi End and the road between Jhusi and Daraganj End passes through densely populated locality and also the crane has to cross the road bridge (Shastri Bridge) across river Ganga. Hence, a suitable arrangement is required for transportation of the above crane from erection site Jhusi end to Daraganj end.
- (viii) Bidders are requested to quote price as per Trip Basis.
- (ix) Payment will be made on a Trip Basis.
- (x) Any deviation to the above quotation will be treated as cancelled.
- (xi) Each vehicle should be provided with an appropriate communication system for monitoring movement.
- (xii) The Bidder/transporter should visit both Point (loading & unloading) points to see road conditions and materials before quoting their rates. As the materials are not standard shape & size. Bidder must visit site at Allahabad to see the materials before bidding.
- (xiii) **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.**
- (xiv) **Immediate commencement with 48 hrs. notice for deploying vehicle.**
- (xv) Rate should be quoted Trip basis. The rate should be inclusive at all but exclusive of GST as per Rule.
- (xvi) Bidder must visit to see items for accessing materials for suitable transported required.
- (xvii) **Transit insurance will be covered by BBJ. In case, BBJ fails to cover transit insurance, then the successful bidder/transporter have to provide the same and charges for insurance will be reimbursed by BBJ at actual on submission of all relevant documentary evidence along with bill against delivery. In all cases the successful bidder shall co-operate with BBJ in every manner whatsoever.**

(xviii) GST waybill (if required) will be arranged by the successful bidder while transporting materials.

(xix) Loading time – 48 Hours.

**4. PAYMENT TERMS:**

Within 45 days after receipt of monthly hire charges bill duly certified by SIC of the respective project site.

**5. VALIDITY OF CONTRACT:**

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

**6. SECURITY DEPOSIT:**

The Earnest Money deposited by the Agency along with the tender will be retained by the BBJ as Security Deposit. MSE units, who are exempted from submitting EMD, shall have to submit Security Deposit of the amount equivalent of EMD in the form of Demand Draft/Pay Order/ NEFT/ RTGS/ Bank Guarantee within 15 (fifteen) days from the date of receipt of LOI/LOA, otherwise LOI/LOA will be cancelled and withdrawn. The bidder will be debarred from participating in a future bid for a period of 01 (one) year the date of LOI/LOA.

**7. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Work order
- 2) Letter of Award (LOA)
- 3) Schedule of Items, Rates & Quantities
- 4) Special Conditions of the Contract (SCC)
- 5) Scope of Work (SOW)
- 6) Notice Inviting Tender
- 7) Instructions to the Bidders (IB)

**8. LIQUIDATED DAMAGE:**

If the Transporter fails to complete the job within the stipulated transit period, 0.5% of the order value will be deducted from the bill for per week delay subject to a maximum of 5% of the total order value.

**9. TERMINATION OF CONTRACT:**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies for which the present successful bidder herein shall be liable to pay all the incidental & extra cost to BBJ. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful bidder for any ground whatsoever.

The successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

The defaulting successful bidder shall not be issued any completion certificate for the contract.

All the statutory obligations including maintaining the all other local rules & regulations/ rules of local Govt. bodies should be abide & complied by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful Bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.) and the decision of BBJ in this respect shall be final.

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful bidder does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the BBJ, then BBJ shall be entitled after giving 48 hours' notice in writing to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

**10. TIME EXTENSION:**

If the Transportation part or full quantity is delayed due to reasons not attributable to the successful bidder/transporter, extension of time without L. D. may be permitted as per the discretion of BBJ. However, for such extension the successful bidder/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 successful bidder/transporter then L.D. clause as per CL. NO. 9 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 Company Limited  
Ganga Bridge Project, Katka Road (Old G.T Road),  
Near Jhusi, Dist.: Prayagraj, Pin – 211 019 (UP)

**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 5th of the next month** e.g., invoice for transport in Dec-23 must reach BBJ-Head Office, Kolkata by 5<sup>th</sup>Jan-24.

**14. RATE**

The vendors must submit their offer strictly as per Bill of Quantities. **The bidder must quote the Basic Rate including all other taxes & duties (excluding GST, which will be extra as applicable) and delivery charges at site for the items mentioned in BOQ.** The price must be firm during the tenure of this contract and 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.

**15.0 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.

**16.0 GOODS AND SERVICE TAX (GST):**

- i) The successful bidder shall be liable to pay all applicable taxes including Goods and Service Tax (GST) or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, as applicable, separately in the bill/ invoice/ debit/ credit notes. Successful bidder shall quote their GST Identification No. (GSTIN) in all its bills/invoices/ debit/credit notes.
- ii) The successful bidder has to provide a proper invoice/ debit/ credit notes bearing QR Code wherever applicable in the form and manner prescribed under rules of the GST Act/ rules containing all the particulars mentioned therein. In the event the successful bidder fails to provide the invoice/debit/credit notes in the form and manner prescribed under GST, then in the event of such non-compliance of the GST Act/Rules, the successful bidder shall be liable to indemnify for any losses to the Company.
- iii) The successful bidder shall raise their tax invoice in the regular interval as per contract condition and upload 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 the bidder, the same shall be recovered from Bidder's bill.
- iv) The successful bidder shall upload/ submit/ report all supply invoices/ debit/ credit notes details in the form of prescribed statements/returns on the GSTN portal on or before the prescribed due dates date as per GST act/rules. The successful bidder shall pay the balance payable GST amount against supplies made to the Company on a monthly basis within due date from the appointed date regularly. Successful bidder shall reconcile the differences/ mismatches in submissions on GSTN portal if any before submission of their final monthly return.
- v) The successful bidder shall issue a credit note or debit note (if any) with reference to an original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from the Company and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. Successful bidder shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Company promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the successful bidder in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest etc. arises due to non-compliance by the successful bidder, the same shall be reimbursed by the successful bidder to the Company. In case the successful bidder disqualifies in any of the above, please note that the input tax credit (GST) shall not be available to



- the Company and the Company has right to hold the GST amount without any intimation until the matter get resolved and credit is available to the Company.
- vi) In the event where the input tax credit of the GST charged by the successful bidder is denied by the tax authorities to the Company, the Company shall be entitled to recover such amount from the successful bidder by way of adjustment from the next tax invoice/debit note. In addition to the amount of GST, the Company shall also be entitled to recover from the successful bidder interest along with applicable penalty imposed on the Company under GST laws. It is further agreed that in case the successful bidder fails to charge GST, if applicable, on the services/activities forming part of this agreement, at the time of raising invoices; the Company shall not be liable or responsible for reimbursing such tax, at any later date.
  - vii) The Company reserves the right to change the aforesaid GST/ Tax terms and conditions as notified from time to time by Government of India or respective State Governments. It is further clarified that all payments under this agreement shall be subject to withholding taxes, if applicable.
  - viii) At present GST-TDS is applicable. 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.

#### **17.0 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.

#### **18.0 INDEMNITY**

The successful Bidder shall immediately indemnify BBJ against any claim or loss suffered by BBJ due to non-performance of any contractual obligation by the successful bidder.

#### **19.0 ARBITRATION**

In case a dispute or difference of any kind whatsoever, arises out of or relates to the Contract or ancillary / incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the Contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision / recommendation / interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

On the failure of the procedure prescribed above or if a party is dissatisfied with the decisions / recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by a notice in writing to the Competent Authority of BBJ clearly evince the intention to refer the disputes and differences that have arisen between the parties to Arbitration by constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated/ cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.

It is also agreed by the parties that the Arbitration Proceedings shall be conducted in English language. The venue of Arbitration shall be Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

**20.0 IMPORTANT NOTES:**

BBJ reserves the right to:

- 20.1 Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- 20.2 Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- 20.3 Postpone or extend the above-mentioned date, split and distribute the work among more than one Transporter without assigning any reason what so ever.
- 20.4 May ask for further qualification during techno commercial scrutiny of bids received.
- 20.5 BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- 20.6 BBJ shall not be liable for any expenses incurred by Transporter in preparation of bid irrespective of whether it is accepted or not.
- 20.7 Canvassing i.e., soliciting favour, seeking advantage etc. in any form is strictly prohibited and any Transporter found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 20.8 If the Transporter 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.
- 20.9 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.
- 20.10 The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

(अनिमेष नियोगी)/ (Animesh Neogi)  
महाप्रबंधक (परियोजना और खरीद / General Manager (Project & Purchase)