

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.  
(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  
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TENDER NO.	NIT/DGM(P-V)/D-2064/W4 & F4/2140/MANIPUR/R1	DATE	10.08.2016
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### NOTICE INVITING TENDER

01.	SCOPE OF SUPPLY	WELDING CONSUMABLES- CLASS W-4 AND CLASS F-4 (WIRE FOR SUBMERGED ARC WELDING CONFORM TO IRS:M-39/01,AMENDED NO. 2 OF MAY,2005) REQUIRED ON PHASE WISE BASIS AT OUR GANGA BRIDGE SITE,MUNGER(BIHAR) FOR MANIPUR PROJECT WORK.
02.	DELIVERY PERIOD AND PLACE	DELIVERY TO BE MADE AT OUR GANGA BRIDGE SITE, MUNGER(BIHAR) IN TWO PHASES. ITEM OF PHASE-I TO BE DELIVERED WITHIN 30 DAYS FROM THE DATE OF LOI/ORDER WHICHEVER IS EARLIER. ITEM OF PHASE-II TO BE DELIVERED AS PER REQUIREMENT/INTIMATION BY OUR GANGA BRIDGE SITE,MUNGER(BIHAR) AFTER COMPLETION OF PHASE-I SUPPLY.
03.	QUANTITY	AS PER ENCLOSED BOQ-I
04.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
05.	EARNEST MONEY DEPOSIT	<p>An amount of <b>Rs.1,00,000.00</b>(Rupees one lakh only) to be submitted with individual offer, as EMD amount in form of account payee Demand Draft/Pay Order/Banker's Cheque in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata. Unsuccessful bidders will be refunded the Earnest Money Deposit amount after the award of the contract/order to the successful bidder.</p> <p>The EMD amount of successful bidder will be released within 30 days after completion of total supply/service/installation/work without any interest subject to receipt of written request from the successful bidder.</p> <p>The Units registered with National Small Industries Corporation(NSIC) are exempted from payment of EMD subject to :</p> <p>(a). The NSIC Registration Certificate till remains valid up to the date of validity quotation</p> <p>(b). The bid is accompanied with a copy of valid NSIC Registration Certificate.</p>

		(c). Photocopy of application for registration as NSIC for renewal of NSIC will not be acceptable. Such offers will be treated as offers received without EMD. (d). For existing supplier(s), the EMD amount may be adjusted from their passed bill(s) amount subject to submission of their written declaration with their offer in connection with adjustment of their EMD amount.
06.	ISSUE OF TENDER DOCUMENT	BETWEEN 10 <sup>TH</sup> AUGUST,2016 TO 16 <sup>TH</sup> AUGUST,2016 DURING OFFICE HOURS
06.	LAST DATE AND TIME OF RECEIPT OF TENDER	ON 17 <sup>TH</sup> AUGUST,2016 UP TO 2.00 P.M.
07.	OPENING DATE AND TIME OF TENDER/OFFER	AT 3.00 P.M. ON 17 <sup>TH</sup> AUGUST,2016 AT BBJ REGISTERED OFFICE, 27, RAJENDRA NATH MUKHERJEE ROAD,KOLKATA-700 001

(A.Neogi)  
DGM(P-V)

**INSTRUCTION TO TENDERER**

<b>01.</b>	<b><u>"SUBMISSION OF TENDER"</u></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 wherever it is mentioned that the Vendor shall perform certain supply, it is understood that the Vendor shall do so at their cost.
<b>02.</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>03.</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>BILL OF QUANTITIES</b> 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 words shall be considered for evaluating the tender.
<b>c)</b>	The tender is to be submitted in a sealed cover and superscribed with Tender Reference, Due Date marked for Dy.General Manager(P-V), The Braithwaite Burn And Jessop Construction Co. Ltd., 27, R.N.Mukherjee Road, Kolkata-700 001 (W.B.).
<b>d)</b>	All costs and expenses incidental to preparation of the tender, discussion, conference, pre-tender delivery 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><u>R.D.S.O. APPROVED MANUFACTURER:-</u></b> The tenderers must submit latest relevant documents showing that they are the R.D.S.O. approved suppliers (Par-I category) for supply of the relevant items of Welding Consumables.
<b>04.</b>	The bid documents should contain Proof of Tenderer's PAST EXPERIENCE pertaining to similar nature of supply.
<b>05.</b>	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
<b>06.</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>07.</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>08.</b>	All duties, taxes, fees and other levies payable by the Sub-Contractor under the contract or any other cause shall be included in the quoted prices.
<b>09.</b>	<b><u>Validity of Tender - 90 (ninety) days</u></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,

(A.Neogi)  
Dy.GM(P-V)

## **SPECIAL CONDITION OF CONTRACT**

**SCC-1**

### **(A). TERMS & CONDITIONS:**

1. The bidder must be **RDSO approved VENDOR** for supply of our required items (as mentioned in BOQ-I) and must attach **documentary evidence** showing that they are enlisted in the RDSO "**LIST OF VALID APPROVED VENDOR**" (**Part-I**) category.
2. The bidder should mention their **brand name, manufacturer's name** against each item as per specification.
3. **Manufacturer's Test Certificate** must be enclosed along with each consignment indicating shelf life/expiry date of the items given above.

**(B). Delivery Place and Schedule:** Delivery to be made at BBJ Ganga Bridge site, Munger(Bihar) in 02(two) phases as follows :-

<u>Description of item</u>	<u>Phase-I</u>	<u>Delivery date</u>	<u>Phase-II</u>
(i). SAW W4 (4.00MM DIA)	5500 Kg.	Within 30 days	5500 Kg.
(ii). SAW W4 (3.15MM DIA)	7000 Kg	Within 30 days	5750 Kg.
(iii). SAW F4	8150 Kg.	Within 30 days	7350 Kg.

Phase-II items are to be delivered after completion of Phase-I items subject to requirement/intimation by our Ganga Bridge Site, time to time.

### **(C). RATE :**

The vendors must submit their offer **strictly as per Bill of Quantities BOQ-1** of this tender document. The bidder must quote **the Basic price, Excise Duty, all other taxes & duties and delivery charges** (at Ganga Bridge Site, Munger) Per **unit item** as per BOQ-1. The price must be firm during the tenure of this supply contract & no escalation on any account will be allowed. Entry Tax, if any, will be borne by BBJ.

#### **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.**

### **(D). PAYMENT TERMS**

**100% payment** will be made within 30 days from the date of supply and submission of bill with receipted challan along with Manufacturer's Test Certificate.

### **(E). VARIATION OF QUANTITIES:-**

If due to change in design/drawing/specification/requirement, if there is increase/decrease in items /quantities to any extent or both, BBJ reserves the right to make payment only for the actual quantity of supply with the same rate, terms & conditions of the original order on them by BBJ.

**(F). LIQUIDATED DAMAGE:-**

If the Supplier fails to submit inspection offer within stipulated 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.

**(G). TERMINATION OF THE CONTRACT.**

In the case of failure to complete the supply as per requirement and within the stipulated delivery period, BBJ reserves the right to cancel the order in part or full as the situation demands and get the supply done by other vendor/vendors. Additional cost if incurred shall be recovered from the supplier's Bill.

**(H). 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 any thing under the contract, the same shall within 30 days of it's 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 with in 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 with in 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.

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**BOQ-I**  
**BILL OF QUANTITIES**

SL. NO.	ITEM	UNIT	TOTAL QNTY	BASIC RATE PER UNIT  (Rs.)	EXCISE DUTY ON BASIC RATE  (Rs.)	SALES TAX/VAT/CS T ON BASIC RATE  (Rs.)	DELIVERY CHARGES ON BASIC RATE (UP TO GANGA BRIDGE SITE, MUNGER, BIHAR) (Rs.)	TOTAL RATE PER UNIT  (5+6+7+8)  (Rs.)
1	2	3	4	5	6	7	8	9
1	CLASS W-4 (WIRE FOR SUBMERGED ARC WELDING CONFORM TO IRS:M-39/01, AMENDED NO. 2 OF MAY,2005)							
a)	4.0 MM DIA	KG.	11,000 (eleven thousand)					
b)	3.15 MM DIA	KG.	12,750 (twelve thousand seven hundred fifty)					
c)	CLASS F-4 (WIRE FOR SUBMERGED ARC WELDING CONFORM TO IRS:M-39/01, AMENDED NO. 2 OF MAY,2005)	KG.	15,500 (fifteen thousand five hundred)					

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