

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION CO LTD.

(A GOVERNMENT OF INDIA ENTERPRISE)
27, R.N. MUKHERJEE ROAD, KOLKATA – 700 001

1.	TENDER NOTICE NO.	NIT/DGM(P-V)/SB/REFILLING FIRE EXTINGUISHER-HPY-2016
2.	DATE	26.07.2016
3.	SCOPE OF WORK/CONTRACT	REFILLING OF EXISTING FIRE EXTINGUISHERS INSTALLED AT OUR HEAVY PLANT YARD
4.	PERIOD OF CONTRACT	FOR ONE YEAR
5.	DATE OF ISSUE OF TENDER	BETWEEN 26.07.2016 TO 01.08.2016 DURING OFFICE HOURS
6.	TIME AND LAST DATE OF SUBMISSION OF TENDER	UPTO 10.30 HRS ON 02.08.2016
7.	DATE OF OPENING	ON 02.08.2016 at 2.30 P.M.

(SIBAJI BANERJEE)

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INSTRUCTION TO BIDDERS

1. **Submission of Bid:** 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 **BILL OF QUANTITY** 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.
2. The bidder must fill the **BILL OF QUANTITY** (vide BOQ-1) with the appropriate column being duly filled-in, signed and sealed.
3. Conditional tenders shall be straightway rejected and no additional clause will be entertained.
4. BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of work to more than one agency/agencies without assigning any reason whatsoever. No claim will be entertained on account of this.
5. All duties, taxes, fees and other levies payable by the Agency under the contract or any other cause shall be included in the quoted price.
6. Validity of Tender – 90 days from the date of opening of tender or for a further period if mutually accepted.
7. Past experience with relevant documents should be submitted with the offer.
8. Copy of Valid IS Certificate and Valid IS Code should be submitted at the time of submitting tender.

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SPECIAL CONDITIONS OF CONTRACT

1. **SCOPE OF WORK:**

- (i) To carry out complete refilling work of cylinders at our Heavy Plant Yard.
- (ii) Prompt and efficient service on part of the Agency in respect of the above is necessary.
- (iii) The bidders should visit at our at our Heavy Plant Yard to inspect before quoting the rate.

2. **DURATION OF THE CONTRACT:**

For a period of one year from the date of refilling.

3. **RATE:**

The rate should include all taxes and duties applicable during the tenure of the tender.

4. **PAYMENT TERMS:**

Within 30 days from the date of refilling of cylinders and submission of duly certified bill by the Competent Authority.

5. **LIQUIDATED DAMAGE:** If the supplier fails to complete with refilling work within the stipulated period, an amount of 0.5% of order value will be deducted from their bill per week delay subject to a maximum of 5% of the total order value.

6. **ARBITRATION**

In the event of any question 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 with in the next following 30 days of making reference to it. Nevertheless, the parties at their sole option shall with in 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 with in 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.

7. 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 the agency's bill.