

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

(A Govt. of India Enterprise)

NIT/DGM(P-V)/AN/T.F BOLT/D2868/2153/3134

DT. 28.05.2019

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 ; info@bbjconst.com

TENDER NO.	NIT/DGM(P-V)/AN/T.F BOLT/D2868/2153/3134	DATE	28.05.2019
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NOTICE INVITING TENDER

Sealed Tenders are invited from reputed suppliers for the following work:

01.	NAME OF THE WORK	SUPPLY OF TURNED & FITTED BOLT (GR. 8.8), NUT (GR. 8) AND 2 NOS WASHER REQUIRED FOR LONDA-MIRAJ PROJECT SITE AT KARNATAKA.
02.	QUANTITY	AS PER BOQ-1
03.	COST OF TENDER DOCUMENT (NON - REFUNDABLE)	NIL
04.	EARNEST MONEY DEPOSIT	NIL
05.	SECURITY DEPOSIT	NIL
06.	ISSUE OF TENDER DOCUMENT	BETWEEN 28.05.2019 TO 07.06.2019 DURING OFFICE HOURS.
07.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 01.00 PM ON 10.06.2019.
08.	OPENING OF TENDER	ON 10.06.2019 AT 04.00 PM

**(A. NEOGI)
DGM(P-V)**

TENDERER(S)

BBJ

INSTRUCTION TO TENDERER

01.	“SUBMISSION OF TENDER” 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.
02.	LANGUAGE 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.
03.	SUBMISSION OF TENDER
a)	The Tender shall be signed by the person legally authorised to enter into commitment on behalf of the Tenderer.
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 SCHEDULE OF RATE (vide BOQ-1) 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.
c)	The tender is to be submitted in a sealed cover and superscribed with Tender Reference, Due Date, marked for the Deputy General Manager(P-V), The Braithwaite Burn And Jessop Construction Company Limited, 27, R.N. Mukherjee Road, Kolkata-700 001 (W.B.).
d)	All costs and expenses incidental to 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.
04.	The Bidder must fill the Schedule of Rate (vide BOQ-1) with the appropriate column being duly filled in, signed and sealed.
05.	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
06.	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.
07.	CURRENCIES OF BID AND PAYMENT: The Tenderer shall submit his price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
08.	All duties, taxes, fees and other levies payable by the supplier under the contract or any other cause shall be mentioned separately.
09.	Validity of Tender – 90 (Ninety) days 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.

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 & 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 Tenderer/ Bidder in response to BBJ’s Notice of Invitation to this Tender Document.
- c) The “**ORDER**” shall mean a written Purchase Order issued by BBJ.
- d) The “**SUPPLIER**” shall mean the person, firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.

2. SCOPE OF WORK:

- a) Supply of Turned & Fitted Bolt (GR. 8.8), Nut (GR. 8) and 2 Nos Washer required for Londa-Miraj Project Site at Karnatak as per BOQ-1.
- b) Specification as per enclosed Drawing Nos. 3134/SK/02 Rev0 dated 25.02.2019.

3. FIRM PRICE:

Your rate shall remain firm and shall not attract escalation due to any reason such as Steel 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 after receipt of clear bill with proper documents.

5. INSPECTION: By BBJ(QA)/S.W Rly/ S.W Rly’s approved agency.

6. Inspection offer to be submitted within 45 days from order date.

7. DELIVERY – Delivery to be made at Londa-Miraj Project Site, Bridge No. 184, South Western Railway, Kudachi Station, Karnataka – 591 218.

8. Inspection charge if any will be borne by BBJ with the cost of T.F Bolt set as sample required.

9. Quantity Variation + 20%

10. 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.

11. 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.

12. EXTENSION OF TIME:

If the delivery part or full quantity is delayed due reasons not attributable to the supplier, extension of time without L.D may be permitted as per the discretion of BBJ. However, for such extension the supplier has to apply with valid and authentic reasons prior to expiry of delivery time. However, if the delay in delivery is attributable to the supplier's L.D. Clause as per CL. No. 10 will be implemented.

13. GUARANTEE:

Supplier will stand guarantee for the supplied quantity. If the supplied Qty. found defective, the defective Qty to be replaced by the supplier at their risk and cost.

14. 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. GOODS AND SERVICE TAX (GST)

15.1 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 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.**

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.

16. 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.

17.0 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 anything under the contract, the same shall within 30 days of its 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 within 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 as per the Arbitration and Conciliation Act 1996 as amended up to date. Jurisdiction of the matter shall be within 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.

**(A. NEOGI)
DGM(P-V)**

BOQ-1

BILL OF QUANTITIES

SL. NO.	DESCRIPTION	UNIT	QUANTITY	HSN CODE	RATE PER SET. (Rs) (In Figures and in Words)
A	<u>TURNED & FITTED BOLT CONSIST OF 1 NO. NUT & 2 NOS. ROUND WASHER</u> (Sketch Nos. Drawing Nos. 3134/SK/02 Rev0 dated 25.02.2019.)				
1	40mm dia X 140mm Length	No.	460		
	<i>GST Extra</i> <i>Other, if any</i>				

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