

THE BRAITHWAITE BURN & 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: bbjproj@vsnl.net ; bbj@india.com

TENDER NO.	NIT/PUR/SB/ISMC/2148	DATE	21.05.2016
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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 IS:2062-2011 E250 Quality A with Cu, Channel sections for repairing of 3400 'C' Category and 10500 'B' category unloadable wagons at Mughalsarai for East Central Railway, Mughalsarai, U.P.
02.	QUANTITY	AS PER BOQ-1
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
04.	EARNEST MONEY DEPOSIT	NIL
05.	ISSUE OF TENDER DOCUMENT	BETWEEN 21/05/2016 TO 27/05/2016 UP TO 1-00 PM
06.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 11.00 AM ON 28/05/2016.
07.	OPENING OF TENDER	ON 28/05/2016 AT 11.30 AM

(A.Neogi)
DGM (P-V))

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**IB-1****INSTRUCTION TO TENDERER**

1.	" 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 subdivision 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.
2.	<u>LANGUAGE</u> 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.
3.	<u>SUBMISSION OF TENDER</u>
a)	The Tender shall be signed by the person legally authorized 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 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(Cont), The Braithwaite Burn & 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.
4.	The Bidder must fill the Schedule of Rate (vide BOQ-1) with the appropriate column being duly filled in, signed and sealed.
5.	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
6.	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.
7.	<u>CURRENCIES OF BID AND PAYMENT:</u> The Tenderer shall submit his price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
8.	All duties, taxes, fees and other levies payable by the supplier under the contract or any other cause shall be included in the quoted prices.
9.	Validity of Tender - 30 (thirty) 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.

DGM (CONT)

TENDERER(S)

BBJ

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**SCC-1****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:**SUPPLY OF RAW MATERIAL FOR SITE (AS PER BOQ-1)**

Excise Gate Pass to be given along with materials to avail MODVAT benefit. Please clearly mention the amount of MODVAT benefit per MT., otherwise Tender will be cancelled. Without EXCISE REGISTRATION in the name of the Tenderer, the Tender will be automatically cancelled.

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:

Payment will be made after delivery of materials of SAIL/ JSPL/ RINL / TISCO make along with co-related invoices and test certificate and acceptance of the same by RITES after testing as per Railways' requirement (for materials supplied from non SAIL source).

5. DELIVERY:

Delivery to be made within 2 to 3 weeks from the of LOI/order date along with SAIL/ JSPL/ TISCO/ RINL Invoice and co-related Test Certificate at East Central Railway, Plant Depot, Mughalsarai. Pin -232101 ECC No. – Will be intimated later.

6. TERMINATION:

BBJ reserve the right to terminate the order by given 1(one) week notice at any point of time in case of non performance / non compliance of delivery schedule / defective materials.

DGM (CONT)

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**SCC-2****7. 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.

8. INSPECTION AND TESTING:

- (i) Mill's Test Certificates shall accompany along with each supply.
- (ii) Materials supplied from producers other than SAIL will be tested by RITES Ltd. Inspection procedure as applicable for Railway supply to be followed by RITES) as per E.C. Railway's requirement.

9. ROLLING MARGIN- + 2%.

10. **SPLITTING OF ORDER** : BBJ reserves the right to place order for entire quantity on lowest (L-1) bidder in the even L-1 bidder is a MSME Company or BBJ reserves the right to split the tender quantity. In case of splitting decided, the same shall be in the ratio 70:30.

11. BBJ shall not be responsible for any loss or damage to any person or property that may be sustained in the course of transportation / movement of goods and all claims by any person/ institution shall be settled by the supplier including loss or injury to any third party and from all liabilities resulting from negligence or default of supplier's employees or any other person in the course handling any transportation/ movement of such goods

12. Materials will be shipped to :

The Braithwaite Burn And Jessop Construction Co Ltd
East Central Railway, Plant Depot, Mughalsarai. Pin -232101
ECC No. – Will be intimated later.

13. **Risk Purchase:** In the event of failure or delayed supplies, the order may be cancelled and the BBJ reserves the right to get the job done by other Agency/Agencies as per the order on Risk Purchase basis and shall recover the extra cost thereof, if incurred from the supplier. SD/ PBG of the defaulting firm may also be forfeited.

14. **Guarantee / Warranty:** Any complaints on quality of material shall be promptly settled and replacement if any shall be done free of cost. In the event rejection / lamination are found in plates, the supplier has to make free replacement of the same immediately at their cost and arrangement.

DGM (CONT)

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

BOQ - 1

SI No.	DESCRIPTION (MM)	UNIT	QUANTITY (MT.)	PRICE PER MT (Rs.) (In figure and in words)
	All sections confirming to IS:2062-2011 E 250 Quality A with Cu. SOURCE -SAIL/RINL/JSPL/TISCO			
1.	ISMC100X50 - @10 M long	MT	50	

NOTES:-

- (a) All sections confirming to IS:2062-2011 E 250 Quality A with Cu SOURCE SAIL/RINL/JSPL/TISCO
- (b) Mill's Test Certificates shall accompany along with each supply.
- (c) Materials supplied from producers other than SAIL will be tested by RITES Ltd. Inspection procedure as applicable for Railway supply to be followed by RITES) as per E.C. Railway's requirement.
- (d) VAT/CST as applicable will be extra.
- (e) Entry Tax will be borne by BBJ during the contract period.
- (f) Quantity variation will be considered up to (+)/(-) 20%.
- (g) Road Permit will be arranged by BBJ.

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