

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

(A Government of India Enterprise)  
27, RAJENDRA NATH MUKHERJEE ROAD  
KOLKATA - 700 001 (WEST BENGAL)  
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TENDER NO.	BBJ/TS/CLASS A1(4.00mm)/RDSO/D-1764/2148	DATE	04.07.2016
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**NOTICE INVITING TENDER**

01.	SCOPE OF SUPPLY	4.0MM DIA MANUAL METAL ARC WELDING ELECTRODES (SIZE :- 4MM DIA X 450MM LONG), CLASS A1 (RUTILE TYPE), MEDIUM COATING (SPECIFICATION NO. IRS-M-28/12, CODE AS PER IS:814-2004, IS/AWS CODE ER 4112) REQUIRED FOR REPAIRING OF 3400- 'C' CATEGORY AND 10,500- 'B' CATEGORY UNLOADABLE WAGONS AT MUGHALSARAI (WAGON CARE CENTRE).
02.	DELIVERY PERIOD AND PLACE	DELIVERY TO BE MADE AT OUR MUGALSARAI PROJECT SITE IN TWO PHASES BUT TOTAL QUANTITY TO BE DELIVERED WITHIN 06(SIX) MONTHS FROM THE DATE OF LOI/ORDER, WHICHEVER IS EARLIER.
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.50,000.00</b>(Rupees fifty thousand 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. 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> <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.</p>

		(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.	LAST DATE & TIME OF SUBMISSION OF TENDER	ON <b>18<sup>TH</sup> JULY,2016</b> DURING OFFICE HOURS.
07.	OPENING DATE AND TIME OF TECHNO COMMERCIAL OFFER	At 11.30 A.M. <b>ON 19<sup>TH</sup> JULY,2016.</b>

(Tapas Sen)  
Supervisor(M&P)

**INSTRUCTION TO THE BIDDERS**

1.	<b><u>SUBMISSION OF BID :</u></b> Tenders to be submitted in <b>TWO PARTS-</b>
a)	<b><u>TECHNO-COMMERCIAL PART: -</u></b> The techno-Commercial will consists of the following:
i)	<b><u>TENDER DOCUMENT EXCLUDING BOQ-1</u></b> The tender documents issued to the tenderers duly signed and sealed in each page <b>EXCLUDING BILL OF QUANTITIES (BOQ-1)</b> . Conditional Tenders shall be straightway rejected and no additional clause will be entertained. 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.
ii)	<b><u>TECHNO COMMERCIAL PART :-</u></b> The Techno Commercial Part should contain <b>the following documents, which to be submitted with the offer :-</b> (a). Manufacturer(S) is/are entitled to submit their offer with latest relevant documents showing that they are the <b>R.D.S.O.</b> approved suppliers/vendors for supply of the relevant items of welding consumables. (b). Copy of VAT Registration Certificate. (c). Copy of PAN No. (d). Copy of relevant documents/pasT experience certificate pertaining to similar nature of supply to other Govt. Organisations/PSUs or Reputed Companies. (e). All the pages of the tender documents 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 is to be signed and sealed with company's seal. In the event of any difference between figure and words of the quoted rates, the rate in word shall be considered for evaluating the tender.
iii)	<b><u>LIST OF DEVIATIONS:</u></b> The Tenderer must submit the list of deviations from the tender conditions, if any, as per <b>ANNEXURE -A</b> enclosed in this tender document.
b)	<b><u>PRICE-PART:</u></b> The price bid will be opened based on techno commercially acceptable bidders. Properly filled up bill of quantities duly sealed and signed to be put in a sealed envelope super scribing " <b>TENDER NOTICE NO.</b> " and " <b>PRICE PART</b> ". Make and Model No of the machine to be mentioned in the price bid. The above ' <b>TECHNO-COMMERCIAL PART</b> ' and ' <b>PRICE-PART</b> ' to be put in a sealed envelope super scribing " <b>TENDER NOTICE NO. AND TENDER DATE</b> " to be submitted to BBJ.
2.	Conditional tenders shall be straightway rejected and no additional clause

	will be entertained.
3.	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. BBJ also reserves the absolute right to split up and award the requirement between two or more tenderers.
4.	The tender is to be submitted in a sealed cover and super scribed with Tender Reference, Due Date marked for Tapas Sen, Supervisor(M&P),The Braithwaite Burn & Jessop Construction Company Limited, 27, R.N.Mukherjee Road, Kolkata-700 001 (W.B.).
5.	<b>VALIDITY OF TENDER: – 90 (NINETY) days</b> from the date of opening of tender or for a further period if mutually accepted.

(Tapas Sen)  
Supervisor(M&P)

## SPECIAL CONDITION OF CONTRACT

SCC-1

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

1. The bidder must be **RDSO approved VENDOR** for supply of the above items and must attach **documentary evidence** showing that they are enlisted in the RDSO "**LIST OF VALID APPROVED VENDOR**".
2. The bidder should mention their **brand 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 Mughalsarai Site (Wagon Care Centre),Mughalsarai in 02(two) phases but total quantity to be delivered within 06(six) months from the date of LOI/Order, whichever is earlier.

### **(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 Mughalsarai) **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 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). INSPECTION:-**

(a). Inspection Authority :- RITES

(b). Inspection procedure as applicable for Railway supply to be followed by RITES.

### **(F). 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.

### **(G). 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.

**(H). 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 of 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.

**(I). 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 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.

(Tapas Sen)  
Supervisor(M&P)

**ANNEXURE - A**

**LIST OF DEVIATIONS**

SL. NO.	BBJ NIT TENDER CLAUSE NO.	BIDDER'S DEVIATED CONDITIONS

**NOTES:** IN CASE OF NO DEVIATIONS FROM BBJ TENDER CONDITIONS, THE TENDERER MUST STRIKE OUT THE ABOVE FORMAT & WRITE NIL DEVIATION.

**BOQ-I**

**BILL OF QUANTITIES**

SL. NO.	ITEM	UNIT	TOTAL QNTY	BASIC RATE PER UNIT	EXCISE DUTY ON BASIC RATE	SALES TAX/VAT/CES ON BASIC RATE
				(Rs.)	(Rs.)	(Rs.)
1	2	3	4	5	6	7
1	MANUAL METAL ARC WELDING ELECTRODE, CLASS A1 (RUITLE TYPE), COATING TYPE: -MEDIUM (SPECIFICATION NO. IRS:M-28/12, CODE AS PER IS;814-2004, IS/AWS CODE ER 4112					
a)	4.0 MM DIA X 450 MM LONG	NOS.	10,00,000 (Ten Lakh)			

(Tapas Sen)  
Supervisor(M&P)



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NIT NO. BBJ/TS/CLASS A1(4.00 MM)/RDSO/D-1764/2148 DT. 04.07.2016