

The Braithwaite Burn And Jessop Construction Company Limited
(A Govt. of India Enterprise)

NIT/DGM(P-V)/A.N./RED OXIDE PAINT/2148

DT. 11.09.2017

27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA - 700 001 (WEST BENGAL)
PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961
E-MAIL: info@BBJconst.com ; BBJ@india.com

TENDER NO.	NIT/DGM(P-V)/A.N./RED OXIDE PAINT/2148	DATE	11.09.2017
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NOTICE INVITING TENDER

Sealed Tenders are invited for supply of paint required for repair of 3400 'C' Category & 10500 'B' Category unloadable Wagon at Mughalsari (Wagon Care Centre) as per following terms and conditions :-

01.	SCOPE OF SUPPLY	SUPPLY OF PAINT REQUIRED AT OUR MUGHALSARI (WAGON CARE CENTRE) FOR REPAIR OF 3400 'C' CATEGORY & 10500 'B' CATEGORY UNLOADABLE WAGON. OFFERS ARE TO BE RECEIVED ONLY FROM RDSO APPROVED VENDORS.
02.	QUANTITY	AS PER ENCLOSED BOQ-1.
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
04.	EARNEST MONEY DEPOSIT	NIL
05.	ISSUE OF TENDER DOCUMENT	BETWEEN 11.09.2017 TO 18.09.2017 DURING OFFICE HOURS.
06.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 01.00 P.M. ON 20.09.2017
07.	OPENING OF TENDER	ON 20.09.2017 AT 03.00 P.M.

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

TENDERER(S)

BBJ

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IB-1

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 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 And 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 included in the quoted prices.
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.

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SCC-1

SPECIAL CONDITION OF CONTRACT

1. DEFINATIONS 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 and Jessop Construction Company Limited having its corporate 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. ELIGIBILITY CRITERIA :

The bidder must enclose their **GST Registration Certificate**, Copy of **PAN Card** with their offer and **Certificate of Approval of Railway Authority**. The bidder must also submit the copy of successfully delivered the items as mentioned in our BOQ-1 of this tender documents failing which the bid will be rejected.

3. SCOPE OF SUPPLY:

SUPPLY OF PAINTS. (As per BOQ-I enclosed).

Bidders need to visit site to observe the finish quality of existing painted surface so paints supplied as per order match with the same finish.

4. INSPECTION:

- a) Inspection to be done by RITES.
- b) After supply of the paint, the same may be tested at any laboratory as per RITES discretion. If paint fails in testing, the total quantity to be replaced by the supplier at their risk and cost and inspection charge will be deducted in case of failure in testing only.

5. FIRM PRICE:

Your rate shall remain firm and shall not attract escalation due to any reason and the price will be valid till **September, 2018** or completion of supply whichever is earlier.

6. PAYMENT TERMS:

Within 30 days after receipt of clear bill.

7. DELIVERY:

Total delivery to be completed within 12 (Twelve) months along with Inspection Certificate from date of LOI or Purchase order in 2 (two) phases (**as per direction of SIC/Mughalsari or as will intimated by site**) consisting of each size as per BBJ's requirement.

Phase 1: 500 Ltr. of total quantity delivered immediately from date of LOI/ Order

Last Phase: Balance quantity within 12 months from date of LOI/ Order.

Delivery schedule will be confirmed after getting approval from Railway Authority.

8. QUALITY: Following to be mentioned for each type of Paint :-

- a) Shelf life.
- b) Covering area with DFT.

9. LIQUIDATED DAMAGE:

If the Supplier fails to supply 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.

10. 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.

11. 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.

12. Quantity Variation \pm 25%.

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SCC-2

13. 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.

13.1 Goods and Service Tax (GST)

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 no GST-TDS is applicable. If the same is applicable in future, 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.

13.2 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.

Dy.GM(P-V)

TENDERER(S)

BBJ

BOQ-1

BILL OF QUANTITIES

SL. NO.	DESCRIPTION	UNIT	QUANTITY	HSN CODE	RATE PER LTR. (Rs.) (In Figures and in Words)
1	RED OXIDE TO ISC-446 RDSO SPECIFICATION M&C/PCN/122/ 2006	Ltr.	1,500		
	GST EXTRA				

Notes :-

1. Inspection charge will be borne by BBJ as per actual Invoice of RITES.
2. Each drum should be marked with batch no. and manufacturing date.
3. If paint fails in testing, the total quantity to be replaced by the party at their risk and cost and inspection charge will be deducted in case of failure in testing.
4. Quantities are tentative.
5. **Paints should not be more than 3(three) month old from manufacturing date at the time of delivery.**
6. **Quantity variation \pm 25%**

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