

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

(A Govt. of India Enterprise)

NIT/DGM(P-V)/AN/PAINT/D/2065/2140

DATED: 20.07.2016

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/PAINT/D/2065/2140	DATE	20.07.2016
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NOTICE INVITING TENDER

Sealed Tenders are invited for supply of paints required for Bridge No. 164 for Manipur Project, delivery at Ganga Bridge Site, Munger (Bihar) as per following terms and conditions:-

01.	SCOPE OF SUPPLY	SUPPLY OF PAINTS REQUIRED AT OUR GANGA BRIDGE SITE, MUNGER (BIHAR) FOR MANIPUR PROJECT. OFFERS ARE TO BE RECEIVED ONLY FROM THE FOLLOWING PAINTS MANUFACTURERS OR THEIR AUTHORISED DEALERS:- (A) BERGER PAINTS (B) SHALIMAR PAINTS (C) ASIAN PAINTS (D) JENSON & NICHOLSON (E) KANSAI NEROLAC PAINTS (F) PARAGON PAINTS
02.	QUANTITY	AS PER ENCLOSED BOQ.
03.	COST OF TENDER DOCUMENT (NON -REFUNDABLE)	An amount of Rs. 1,000/- (Rupees one thousand only) to be submitted by Demand Draft or Pay Order in favour of "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" payable at "Kolkata". SSI unit with NSIC Registration for similar type of paint are exempted from providing cost of tender.
04.	EARNEST MONEY DEPOSIT (EMD)	An amount of Rs. 50,000.00 (Rupees Fifty thousand only) to be submitted with individual offer, as EMD amount, in form of Demand Draft or Pay Order in favour of "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" payable at "Kolkata". 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. For Unsuccessful bidders , EMD amount will be refunded after completion of award of the contract/order to the successful bidder, without any interest.

TENDERER(S)

BBJ

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		<p>For successful bidder, EMD amount will be retained for 30 (Thirty) days after completion of total supply/work without any interest. EMD amount will be released, subject to receipt of written request from the bidder, without any interest.</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 to NSIC, for renewal of NSIC, will not be acceptable. Such offers will be treated as offers received without EMD.</p>
05.	SECURITY DEPOSIT	<p>Above Earnest Money Deposit (EMD) will be converted in Security Deposit for successful bidder(s). The security deposit will be retained for 30 (Thirty) days after completion of successful supply/work. EMD amount will be released, subject to receipt of written request from the bidder, without any interest.</p>
06.	ISSUE OF TENDER DOCUMENT	<p>BETWEEN 20.07.2016 TO 18.08.2016 DURING OFFICE HOURS.</p>
07	LAST DATE & TIME OF RECEIPT OF TENDER	<p>RECEIPT UP TO 13:00 HRS. ON 19.08.2016 AT BBJ HEAD OFFICE.</p>
08	OPENING OF TENDER (TECHNO-COMMERCIAL PART)	<p>ON 19.08.2016 AT 15:00 HRS. AT BBJ HEAD OFFICE.</p>

**(ANIMESH NEOGI)
DGM(P-V)**

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CHECK LIST

SL No	DESCRIPTION	DOCUMENTS
1.	TECHNO-COMMERCIAL PART	To be put in a sealed envelope mentioning "Tender No." & "TECHNO-COMMERCIAL PART".
(a)	Eligibility Criteria	The bidder must enclose followings document stamped with official sealed & signed:- <ol style="list-style-type: none">1. Copy of Authorised Dealer Certificate;2. Copy of VAT/CST Registration Certificate;3. Copy of PAN Card;4. The bidders experience and past experience on supplies for last 3 years (Order Copies & work completion certificate to be appended) as per BOQ.5. Shelf life;6. Covering area with DFT;
(b)	Cost of tender Document (Non Refundable)	An amount of Rs. 1,000/- (Rupees one thousand only) to be submitted by Demand Draft or Pay Order in favour of "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" payable at "Kolkata".
(c)	Earnest Money Deposit	An amount of Rs. 50,000.00 (Rupees Fifty thousand only) to be submitted, with individual offer in form of Demand Draft or Pay Order in favour of "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" payable at "Kolkata".
(d)	Tender Document excluding BOQ-1	All the pages to be enclosed with your official stamped & signed and in sealed envelope. No conditional tender shall be entertained.
2.	PRICE PART	To be put in a sealed envelope mentioning "Tender No." & "PRICE PART".
(a)	Bill of Quantity (BOQ)	The rates to be filled up in figure & words for BOQ, duly sealed and signed by the bidder. All duties, taxes, fees and other levies including Delivery charge payable by the Manufacturer / Supplier shall be included in the quoted prices.
3.	Tender Document	The above "Tech-Commercial part" & "Price part" should be enclosed in a separate sealed Envelope superscribing "Tender No." & "Scope of Supply" and "Last date & time of submission of offer". The sealed envelope should be reached to our Head Office on or before last date & time of submission of offer, as mentioned in our NIT.

TENDERER(S)BBJ

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IB-1

INSTRUCTION TO THE BIDDERS

1.	<p><u>SUBMISSION OF BID:-</u> 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 BOQ should be properly filled, both in figures and words. No overwriting by using 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.</p> <p>Tenders to be submitted in two parts i.e. Tech-Commercial & Price part.</p>
a)	<p><u>TECHNO-COMMERCIAL PART</u> The techno-Commercial part will consist -</p>
i)	<p><u>ELIGIBILITY CRITERIA:-</u> The bidder must enclose followings stamped with official sealed & signed:-</p> <ol style="list-style-type: none">1. Copy of Authorised Dealer Certificate;2. Copy of VAT/CST Registration Certificate;3. Copy of PAN Card;4. The bidders experience and past experience on supplies for last 3 years (Order Copies & work completion certificate to be appended) as per BOQ.5. Shelf life;6. Covering area with DFT;
ii)	<p><u>COST OF TENDER DOCUMENT (NON -REFUNDABLE)</u> An amount of Rs. 1,000.00 (Rupees one thousand only) to be submitted by Demand Draft or Pay Order in favour of "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" payable at "Kolkata". SSI unit with NSIC Registration for similar type of paint are exempted from providing cost of tender.</p>
iii)	<p><u>EARNEST MONEY DEPOSIT (EMD):</u> An amount of Rs. 50,000.00(Rupees Fifty thousand only) in form of Demand Draft or Pay Order in favour of "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" payable at "Kolkata".</p> <p>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.</p> <p>Unsuccessful bidders will be refunded the Earnest Money Deposit after completion of award of the contract to the successful bidder, without any interest.</p> <p>For successful bidder, EMD amount will be retained for 30 (Thirty) days after completion of total supply/work without any interest. EMD amount will be released, subject to receipt of written request from the bidder, without any interest.</p>

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IB-2

iv)	The tender documents issued to the bidders duly signed and sealed in each page.
v)	No conditional tender shall be entertained.
b)	<u>PRICE-PART:</u> Properly filled up BILL OF QUANTITY (BOQ) duly sealed and signed to be put in a sealed envelope superscribing " <u>TENDER NOTICE NO.</u> " & " <u>PRICE PART</u> ". All duties, taxes, fees and other levies including Delivery charge payable by the Manufacturer/Supplier shall be included in the quoted prices.
3.	The above 'Techno-Commercial Part' and 'Price-Part' to be put in a separate sealed envelope superscribing " <u>TENDER NOTICE NO.</u> " & " <u>SCOPE OF SUPPLY</u> " and " <u>Last date & time of submission of offer</u> ". The sealed envelope should be reached to our Head Office on or before last date & time of submission of offer, as mentioned in our NIT.
4.	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. In case of splitting of scope of work, the L1 bidder will get 60% or more of the total quantity, depending upon the requirement of BBJ.
5.	VALIDITY OF TENDER: – 90 (ninety) days from the date of opening of tender or for a further period if mutually accepted.

(ANIMESH NEOGI)
DGM(P-V)

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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 And Jessop Construction Company Limited having its Head Office at 27, R. N. Mukherjee Road, Kolkata- 700001.
- 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**"/**MANUFACTURER**" shall mean the person, firm or Company (hereinafter called Tenderer) who's Tender has been accepted by BBJ.
- e) **N. F RAILWAY** shall mean NORTH FRONTIER RAILWAY and/or their Authorized Representatives.

2. SCOPE OF SUPPLY:

As per Bill of Quantity (BOQ).

3. VARIATION IN QUANTITIES:

Variation will be within $\pm 25\%$ of the ordered quantity.

4. SPLITTING OF SCOPE OF SUPPLY

BBJ reserve the absolute right to split the SCOPE OF SUPPLY in respect of QUANTITY among the Techno-commercially qualified bidders as per BBJ's requirement and decision. However, in such case, the ratio will be 60%:40% between L1:L2 bidders, if L2 bidder matches the rate, terms and conditions of L1 bidder.

If it is divided between three parties, the ratio will be 50%:30%:20% between L1:L2:L3 bidders, if L2 & L3 bidders match the rate, terms and conditions of L1 bidder.

However, any party will not have any claim towards reduction of such quantity from their scope of supply and such splitting of Scope of Supply will be done at Negotiated Lowest Accepted Rate only.

Ordered quantity will be reviewed periodically by BBJ and considering the status of production and supply of Paints, quantities may be revised/reduced as per BBJ's requirement to suit the project work. BBJ's decision in this regard will be final and binding on the supplier(s) and no claim will be entertained on this account.

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SCC-2

SPECIAL CONDITION OF CONTRACT

5. INSPECTION:

Inspection will be carried out by BBJ(QA), and/or N.F. Railway or their Authorized Representative.

The following aspects may be noted in this regard:

- a) In addition to above, random samples of the Paints shall be collected by BBJ(QA) and/or N. F. Railway and/or their Authorized Representative for Third Party Testing at any stage to confirm the fulfilment of the acceptance criteria.
- b) In case of rejection of Paints at any stage of inspection & testing by any of the above inspection agencies, the defective lot/lots of Paints must be replaced by the supplier with a fresh lot for further inspection and testing within a reasonable time, without any extra cost to BBJ.
- c) Inspection and test report clearing this replacement lot with positive test results and confirming all the requirements must be submitted before dispatch.
- d) Inspection certificate shall not absolve the supplier from replenishing defective Paints at any stage.
- e) Inspection Charges will be reimbursed by BBJ at actual on submission of all the relevant documentary evidences along with bill against delivery, subject to acceptance of the lot by the inspection agency.
- f) Delivery to be made alongwith Manufacturer's Test Certificate.

6. FIRM PRICE:

Rate shall remain firm and shall not attract escalation due to any reason whatsoever in pursuance of this contract during the delivery period or up to the extended delivery period, as the case may be, from the date of Purchase Order.

7. PAYMENT TERMS:

Within 30 days after receipt of clear bill along with supporting document.

8. DELIVERY Place:

Delivery to be made at our Ganga Bridge Site, Munger (Bihar).

9. Delivery Period

Total quantity to be delivered within 06 (Six) months from date of Purchase order or as per requirement of Site.

10. DELIVERY PERIOD EXTENSION

If there is delay for reasons not attributable to the Supplier, BBJ upon receipt of written request justifying such delay from the Supplier, may extend the Delivery period as suitable and fit reasonable to BBJ. No extra claim of supplier will be entertained in such cases of time extension.

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SCC-3

SPECIAL CONDITION OF CONTRACT

11. GUARANTEE:

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

12. LIQUIDATED DAMAGE:

If the Supplier fails to supply the quantity within stipulated delivery period, as mentioned in the order, 0.5% (half percent) of balance order value will be deducted from bill for per week of delay or part thereof, subject to a maximum of 5% (five percent) of the total order value.

13. 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 supply done by deploying other agency /agencies. Cost incurred for the above shall be recovered from the supplier's bill and Security Deposit.

14. 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.

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

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

16. Rate : Price will remain firm for paints commenced during the period of 12 months from the date of order.

17. BBJ will provide Way Bill. Entry Tax, if any, will also be paid by BBJ.

**(ANIMESH NEOGI)
DGM(P-V)**

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BOQ

BILL OF QUANTITIES

SL. NO.	DESCRIPTION	UNIT	QUANTITY	RATE PER LTR. (Rs.) (In Figures and in Words)
1	Wash Primer (IS: 5666)	Ltr.	4000	
2	Zinc Chrome Red Oxide Priming (IS:2074)	Ltr.	400	
3	Ready Mixed zinc Chromate Priming (IS:104)	Ltr.	10000	
4	Aluminium Paint (IS:2339)	Ltr.	3000	
	Excise Duty			
	VAT/CST			
	Others, if any			

NOTE:

1. Quoted price should inclusive of all taxes & duties and delivery charge to our Ganga Bridge site project, Munger (Bihar).
2. Entry Tax, if any, will be borne by BBJ.
3. Each drum should be marked with batch no. and manufacturing date.
4. 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.
5. Quantities are tentative.
6. **Paints should not be more than 1(one) month old from manufacturing date at the time of delivery.**

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DGM(P-V)

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