

(A Government of India Enterprise)  
27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700001, West Bengal.  
PHONE NO. (033) 2248 5841-44; FAX: (033) 2210-3961  
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**NOTICE INVITING TENDER**

NIT NO.	NIT/DGM(P-V)/OXYGEN/3129/D/593	DATE	20.05.2016
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**Sealed Tenders are invited from reputed suppliers or authorised dealers for the following work/supply :-**

01.	NAME OF THE WORK	SUPPLY OF OXYGEN GAS REQUIRED AT MUGHALSARAI RAILWAY WAGON SHOP, MUGHALSARAI (UTTAR PRADESH)
02.	QUANTITY	AS PER ENCLOSED BOQ - 1
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
04.	EARNEST MONEY DEPOSIT (EMD)	<ul style="list-style-type: none"><li>Rs.25,000.00 (RUPEES TWENTY FIVE THOUSAND ONLY) IN CROSSED DEMAND DRAFT OR PAY ORDER OR BANKER'S CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA" TO BE SUBMITTED ALONG WITH THE TENDER.</li><li>FOR EXISTING SUPPLIER THE SAME MAY BE ADJUSTED FROM THEIR PASSED BILL AMOUNT.</li><li>SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMISSION OF EMD.</li><li>EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONSIDERED AS SECURITY DEPOSIT AND WILL BE RELEASED WITHIN 30 (THIRTY) DAYS AFTER COMPLETION OF TOTAL SUPPLY/SERVICE WITHOUT ANY INTEREST SUBJECT TO RECEIPT OF FORMAL REQUEST FROM THE BIDDER.</li><li>EMD AMOUNT OF UNSUCCESSFUL BIDDER WILL BE RELEASED WITHIN 30 (THIRTY) DAYS AFTER FINALISATION OF PURCHASE ORDER WITHOUT ANY INTEREST.</li></ul>
05.	ISSUE OF TENDER DOCUMENT	BETWEEN 20.05.2016 TO 26.05.2016 DURING OFFICE HOURS.
06.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 1.00 P.M ON 27.05.2016
07.	OPENING DATE AND TIME OF TENDER	27.05.2016 AT 03.00 P.M. AT BBJ HEAD OFFICE, KOLKATA

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

**INSTRUCTION TO BIDDER (IB)**

01.	<b>"SUBMISSION OF TENDER"</b> 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.	<b><u>LANGUAGE</u></b> 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.	<b><u>SUBMISSION OF TENDER</u></b>
a)	The Tender shall be signed by the person legally authorised to enter into commitment on behalf of the Tenderer.
b)	Submit copy of <b>VAT/CST registration certificate</b> duly signed with company seal
c)	EMD amount of Rs.25,000/- as mentioned in NIT
d)	<ul style="list-style-type: none"> <li>• All the pages of the tender document to be signed with Company's seal by the Bidder. The rates in the appropriate space in the <b>SCHEDULE OF RATE</b> should be properly filled, <b>both in figures and words</b>.</li> <li>• 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.</li> <li>• In the event of any difference between figure &amp; words of the quoted rates, <b>the rate in Word shall be considered for evaluation the tender</b>.</li> </ul>
e)	The tender is to be submitted in a sealed cover and superscribed with Tender Reference i.e. NIT No., Due Date marked for the Deputy General Manager (P-V), BBJ Construction Company Limited, 27, R.N.Mukherjee Road, Kolkata-1 (W.B.)
04.	All costs and expenses incidental to preparation of the tender, discussion, conference, pre-tender site visit, pre-award discussion or any type of related expenses with BBJ shall be to the account of bidder and BBJ shall bear no liability whatsoever on such cost expenses.
05.	<b>The Bidder must fill the "BILL OF QUANTITIES" (BOQ-1) with the appropriate column in signed and sealed.</b>
06.	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
07.	<ul style="list-style-type: none"> <li>• The award of the order or rejection of the bidder'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.</li> <li>• A tenderer who's 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.</li> <li>• BBJ also reserves the absolute right to split up and award the requirement between L1 &amp; L2 bidders as 60:40 ratio, subject to acceptance of L1 price by L2 bidder or L1, L2 &amp; L3 bidders as 50:30:20 ratio, subject to acceptance of L1 price by L2 &amp; L3 bidders.</li> </ul>
08.	<b><u>CURRENCIES OF BID AND PAYMENT:</u></b> The bidder must submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
09.	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.
10.	<b>Validity of Tender – 90 (ninety) days</b> 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 Head Office at 27, R. N. Mukherjee Road, Kolkata-700001, West Bengal.
- b) The "**Bidder**" shall mean the proposal submitted by the Tenderer/ Bidder in response to BBUNL's Notice of Invitation to this Tender Document.
- c) The "**ORDER**" shall mean a written Work Order issued by BBJ.

**2. SCOPE OF WORK:**

- (i) To supply OXYGEN Gas at Mughalsarai Railway Wagon Shop, Mughalsarai (Uttar Pradesh).
- (ii) Prompt and efficient service from the supplier/authorized Dealer for the above supply is necessary.
- (iii) Terms and conditions and Security Deposit/other charges if any should be clearly mentioned in your offer.

**3. RATE:**

- (i) **The rate should be included all applicable taxes and duties during the tenure of the contract. Rate of Transportation of gas cylinder to site and back transportation of empty cylinder also should be included in quoted rate.**
- (ii) The rate should remain firm and shall not attract any escalation due to any reason.
- (iii) You should mention the quantity of gas per cylinder.
- (iv) Entry Tax will be borne by BBJ during the contract period.

**4. DELIVERY:** Delivery to be made as per time to time requirement and intimation from our Mughalsarai project site (Uttar Pradesh).

**5. PAYMENT TERMS:** Within 30 (thirty) days from the date of submission of bill, duly certified from Mughalsarai project site.

**6. 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. Cost incurred for the above shall be recovered from the contractor's bill and Security Deposit.

**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. TIME OF SUPPLY:** Total supply will be done by 12 (twelve) months from the date of issuance of LOI/Order. However, supply to be made as per requirement and intimation from our Mughalsarai project site (Uttar Pradesh).

9. BBJ will provide Way Bill. Entry Tax, if any, will also be paid by BBJ during the contract period.

**BOQ-1**

**BILL OF QUANTITIES**

SL. NO.	DESCRIPTION	UNIT	QUANTITY	RATE PER UNIT (Rs.) (In Figures and in Words)	TOTAL PRICE (Rs.) (In Figures and in Words)
01.	Supply of OXYGEN Gas	Cubic metre	49,000 (Forty Nine thousand)		

Rate of Taxes & Duties:

Others, if any:

**Notes:-**

- 1) Quoted Price should be included all applicable taxes & duties;
- 2) Should mentioned actual quantity of Oxygen gas per cylinder positively.
- 3) Cost of Transportation of gas cylinder to site and back transportation of empty cylinder also should be included in quoted rate.
- 4) BBJ will provide Way Bill. Entry Tax, if any, will also be paid by BBJ during the contract period.

(A Neogi)  
DGM(P-V)

**TENDERER(S)**

**BBJ**