

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM(P-II)/SB/ H.T. RIVET/2132/3112

DATED: 18.04.2013

(A Government of India Undertaking)
27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA - 700 001 (WEST BENGAL)
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TENDER NO.	NIT/DGM(P-II)/SB/ H.T. RIVET/2132/3112	DATE	18.04.2013
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NOTICE INVITING TENDER

Sealed Tenders are invited from reputed suppliers for the following work:

01.	SCOPE OF SUPPLY	SUPPLY OF H.T. RIVET FOR GANGA BRIDGE SITE MUNGER
02.	QUANTITY	AS PER BOQ - 1
03.	COST OF TENDER DOCUMENT (NON -REFUNDABLE)	1000/- (Rupees One Thousand only)
04.	EARNEST MONEY DEPOSIT	Rs. 2,50,000.00 (RUPEES TWO LAKH FIFTY THOUSAND ONLY) BY DD/BANKER'S CHEQUE/ PAY ORDER IN FAVOUR OF 'THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LTD.' PAYABLE AT KOLKATA AND FOR EXISTING VENDORS THE SAME MAY BE ADJUSTED FROM THEIR PASSED BILL AMOUNT PROVIDED THEY APPLY FOR THE SAME. SSI UNIT WITH NSIC REGN. FOR SIMILAR JOB MAY APPLY FOR WAIVING OF TENDER FEE & EMD DEPOSIT.
05.	SECURITY DEPOSIT	ABOVE EARNEST MONEY WILL BE CONVERTED IN SECURITY DEPOSIT FOR SUCCESSFUL BIDDER/S AND FOR UNSUCCESSFUL BIDDERS THE EARNEST MONEY WILL BE REFUNDED AFTER FINALIZATION OF ORDER.
06.	ISSUE OF TENDER DOCUMENT	BETWEEN 18.04.2013 TO 18.05.2013 DURING OFFICE HOURS.
07.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 15:00 HRS. ON 20.05.2013 AT BBJ H.O.
08.	OPENING OF TENDER (TECHNO-COMMERCIAL PART)	ON 20.05.2013 AT 15:30 HRS. AT BBJ H.O.

(SUNDAR BANERJEE)
 DGM(P-II)

TENDERER(S)BBJ

CHECK LIST

SL. NO.	DESCRIPTION	DOCUMENTS
1.	TECHNO-COMMERCIAL PART	To be put in a sealed envelope superscribing " Tender Notice No." & " TECHNO-COMMERCIAL PART".
a)	Eligibility Criteria	i)The bidder must submit all documents/evidence towards manufacture & supply of H.T. Rivets as per IS:1149. ii)The bidder must declare the source of procurement of raw materials i.e. rivet bars (killed /semi-killed quality as per IS: 1149) as indicated in Technical Specification TS-1 and submit relevant documents.
b)	Earnest Money Deposit	1) Rs. 2,50,000/= (Rupees Two Lakh fifty thousand only) by Demand Draft /Banker's Cheque/Pay Order in favour of The Braithwaite Burn & Jessop Construction Company Limited" payable at Kolkata. 2) The units registered with DGS&D, SSI units registered with NSIC and PSU Units / RDSO approved Vendors may be exempted from submission of EMD and Tender fee. 3) For existing Supplier/Vendors the same may be adjusted from their passed bill amount provided they apply for the same.
c)	List of Deviation	As per Annexure- "B" to be signed sealed.
d)	Tender Document except BOQ-1 & BOQ-2	All the pages to be signed and sealed.
2.	PRICE PART	To be put in a sealed envelope superscribing " Tender Notice No." & " PRICE PART"
A)	BOQ-1	The rates to be filled up in figure & words for BOQ-1 duly sealed and signed by the bidder.
3.	TENDER	A sealed Envelope superscribing "Tender Notice No." / "Scope of Supply" containing a)Techno-commercial Part b) Price Part

INSTRUCTION TO THE BIDDERS

1.	<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, 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. Tenders to be submitted in two parts:-
a)	<u>TECHNO-COMMERCIAL PART</u> The techno-Commercial part will consists of -
i)	<u>ELIGIBILITY CRITERIA</u> The bidder must submit all documents/evidence towards manufacture & supply of H.T. Rivets as per IS:1149. The bidder must declare the source of procurement of raw materials i.e. rivet bars (killed /semi-killed quality as per IS: 1149) as indicated in Technical Specification TS-1 and submit relevant documents.
ii)	<u>EARNEST MONEY DEPOSIT</u> An amount of Rs. 2,50,000/- (Rupees two lakh fifty thousand only) in form of Demand Draft/Pay Order in favour of "The Braithwaite Burn And Jessop Construction Company Limited" payable at Kolkata. Unsuccessful bidders will be refunded the Earnest Money Deposit after the award of the contract to the successful bidder without any interest.
iii)	<u>LIST OF DEVIATIONS</u> The bidder must submit the deviations from BBJ tender conditions as per proforma enclosed as " ANNEXURE-B ".
iv)	The tender documents issued to the bidders duly signed and sealed in each page except the BILL OF QUANTITY (BOQ-1).
b)	<u>PRICE-PART</u> Properly filled up BILL OF QUANTITY (BOQ-1) duly sealed and signed to be put in a sealed envelope superscribing " TENDER NOTICE NO. " and " PRICE PART ".

IB-2

INSTRUCTION TO THE BIDDERS

b)	The above 'Techno-Commercial Part' and 'Price-Part' to be put in a sealed envelope superscribing " <u>TENDER NOTICE NO./SCOPE OF SUPPLY</u> " to be submitted to BBJ.
2.	Conditional tenders may be 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. In case of splitting the L1 bidder will get 60% or more of the total quantity depending upon the requirement of BBJ.
4.	All duties, taxes, fees and other levies payable by the Manufacturer/Supplier under the contract or any other cause shall be included in the quoted prices.
5.	VALIDITY OF TENDER: – 90 (ninety) days from the date of opening of tender or for a further period if mutually accepted.

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TS-1

TECHNICAL SPECIFICATION

1. Raw Material for H.T. Rivet Bars should be Killed/Semi-Killed quality as indicated in IS:1149 and the same to be procured from any of the E.C. Railway's approved manufacturers viz. SURYA ALLOY INDUSTRIES LTD, SUNFLAG IRON & STEEL COMPANY LTD. / R.I.N.L. / INDIA SUPERCRAFT INDUSTRIES LTD. Raw materials of above specification may also be procured from any other reputed manufacturers to be proposed by the bidder subject to approval of samples by E.C. Railway after testing from E.C. Railway's approved/authorized laboratories. Before commencement of manufacture of rivets the rivet manufacturers must submit documentary evidence such as challans, test certificates etc. substantiating the raw materials and their sources.
2. Each rivet head must contain embossed "HT" and rivet manufacturer's identification marking.
3. Quality assurance Plan to be strictly followed and enclosed as ANNEXURE-A.

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DGM(P-II)

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**”/”**RIVET MANUFACTURER**” shall mean the person, firm or Company (hereinafter called Tenderer) whose Tender has been accepted by BBJ.
- e) E.C. RAILWAY shall mean EAST CENTRAL RAILWAY and/or their Authorized Representatives.

2. SCOPE OF SUPPLY:

As per technical Specification –TS-1: And BOQ -1

3. VARIATION IN QUANTITIES:

The rivet size varies from 50MM to 250 MM, however BBJ reserves the right to alter the sizes & quantities of the rivets. If due to change in the sizes & quantities of the rivets, there be variations, resulting in increase or decrease in quantities, payment will be made only for the actual quantities supplied at the ordered rates. If there be sufficient cause, the BBJ may grant extension of the date of completion suitably. Such circumstance, shall in no way affect or vitiate the contract or alter the character thereof, or entitle the supplier to damages or compensation there for except as provided for in this contract. Variation will be within +/- 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 SIZE & 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 matches the rate, terms and conditions of L1 bidder.

SCC-2

SPECIAL CONDITION OF CONTRACT

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. The splitting of scope of supply will be done as per following:

Order quantity will be reviewed periodically by BBJ and considering the status of production and supply of rivets, 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.

5. INSPECTION:

By BBJ,QA and/or E.C. RLY or their Authorized Representative.

The following aspects may be noted in this regard:

- a) The inspection Agencies will conduct all tests as prescribed in QAP (enclosed as ANNEXURE-A) before issuing of Test Certificate.
- b) The Test Certificate shall cover all the test results as per specifications laid down in the QAP mentioned above.
- c) In addition to above, random samples of the rivets shall be collected by BBJ and/or E.C. Railway for Third Party Testing at any stage to confirm the fulfilment of the acceptance criteria.
- d) In case of rejection of rivets at any stage by any of the above inspection agencies, the defective lot/lots of rivets must be replaced by the supplier by a fresh lot with further inspection and testing by the inspection agency nominated by BBJ within a reasonable time without any extra cost to BBJ. Inspection and test report clearing this replacement lot with positive test results and confirming all the requirements must be submitted before dispatch. Inspection certificate shall not absolve the supplier from replenishing defective rivets 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.

SCC-3

SPECIAL CONDITION OF CONTRACT

6. FIRM PRICE:

Rate shall remain firm and shall not attract escalation due to any reason such as Steel price hike whatsoever in pursuance of this contract during the delivery period or upto the extended delivery period as the case may be from the date of order.

7. PAYMENT TERMS:

Within 30 days after receipt of clear bill.

8. DELIVERY:

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

9. Delivery Period

Total delivery to be completed within 6 (Six) months from date of LOI or Purchase order in phases consisting of each size as per BBJ's requirement.

Phase 1: 33% of total quantity within 2 1/2 months from date of LOI/ Order

Phase 2: 33% of total quantity within 2 months from date of LOI/ Order

Phase 3: Balance quantity within 1 1/2 months from date of LOI/ Order

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 being granted.

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.

SCC-4

SPECIAL CONDITION OF CONTRACT

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.

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DGM(P-II)

BOQ-1

BILL OF QUANTITIES – SITE RIVET

SL. NO.	DESCRIPTION	UNIT	QUANTITY	RATE PER KG (In Figures and in Words)
01	24 mm dia X different lengths. (HTS)	Kg.	220000	
	NOTE: i. All rivets are H.T. Conforming to IS: 1149, IS: 1929 ii. Details of Rivet list is enclosed. iii. Raw Material for H.T. Rivet Bars should be Killed/Semi-Killed quality as indicated in IS:1149 and the same to be procured from any of the E.C. Railway's approved manufacturers viz. SURYA ALLOY INDUSTRIES LTD/ R.I.N.L. / INDIA SUPERCRAFT INDUSTRIES LTD. Raw materials of above specification may also be procured from any other reputed manufacturers to be proposed by the bidder subject to approval of samples by E.C. Railway after testing from E.C. Railway's approved/ authorized laboratories. Before commencement of manufacture of rivets the rivet manufacturers must submit documentary evidence such as challans, test certificates etc. substantiating the raw materials and their sources.			

NOTE: The rate to be quoted should include all taxes & Duties and Delivery charges at our Ganga Bridge Site, Munger (Bihar). The Entry Tax will be paid BBJ which should not be included in the quoted rate.

(SUNDAR BANERJEE)
DGM(P-II)

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

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DATED: 18.04.2013

Annexure - A

QUALITY ASSURANCE PLAN –AS AP PLICABLE FOR PARTICULAR ITEMS(S) OF PROCUREMENT

Sl. No	Component & Operation	Characteristic to be checked	Mode of Inspection	Extent of checking		Reference Document	Acceptance Norm	Formats & Records	Remarks
				Purchaser	Inspection Authority				
A	B	C	D	E	F	G	H	I	J
1.	Rivets, Bolts & Nuts.	a) Physical Conditions b) Dimensions check c) Material quality d) Manufacturer's Test Certificates	a) Visual checking b) Measurement c)Chemical analysis & Physical tests d) Verification of Manufacturer's Test certificates	100% lot items in col. C.	100% lot as per relevant IS. Specification and random sampling by ECR	Manufacturers' Test Certificates & Challans. Inspection Report provided by BBJ after their own Inspection & testing of rivets, bolts, Nuts with Test Results provided by NABL approved Test Laboratory.	Specification IS:1149 IS:1929 IS: 1363 IS: 1364 IS: 1367 (PART III) IS:1367 (PART VI) IS: 2016 As applicable	Manufacturers' Test Certificates. Inspection Report by BBJ with Test Results from NABL approved Test Laboratory.	Rivets, Bolts & Nuts will be supplied by BBJ's regular vendors or suppliers as approved by Railways with Manufacturer s' Test Certificates. Further Tests for Rivets, Bolts & Nuts will be done by BBJ. Manufacturer s are duly approved by ECR.

TENDERER(S)

BBJ

ANNEXURE-B"

LIST OF DEVIATIONS

SL. NO.	BBJ TENDER CONDITION		BIDDER'S DEVIATED CONDITIONS
	CLAUSE REF.	DESCRIPTION	
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NOTE: INCASE OF NO DEVIATION, THE BIDDER MUST STRIKE OUT THE ABOVE AND WRITE NIL DEVIATION