

(A Government of India Enterprise)
 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
 website: www.bbjconst.com

1.	TENDER NOTICE NO & DATE	NIT/BBJ/TS/D-583/BEARING(ELASTOMERIC)/CHANDIGARH/3125 DATED 8TH APRIL,2016
2.	NAME OF THE WORK	MANUFACTURING, TESTING, INSPECTION, SUPPLY AND DELIVERY OF ELASTOMERIC BEARINGS AS PER RDSO'S DRAWING NO. RDSO/B-16016/3R (ALT-0) INCLUDING 4 NOS./BEARING 28 DIA C.S.K. GALVANIZED TURNED BOLTS WITH NUTS AND SPRING WASHER AND 6 NOS./BEARING 28 DIA GALVANIZED ANCHOR BOLTS, NUTS AND ROUND WASHERS FOR 24.4M SPAN GIRDER
03.	QUANTITY	AS PER BOQ
04.	DELIVERY/COMPLETION PERIOD	WITHIN 30 DAYS FROM THE DATE OF LOI OR ORDER WHICHEVR IS EARLIR.
05.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
06.	EARNEST MONEY DEPOSIT	Rs. 5,000/- (RUPEES FIVE THOUSAND ONLY) BY PAY ORDER/ DEMAND DRAFT IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMITTING EMD. EXISTING CONTRACTORS WORKING WITH BBJ MAY ADJUST THE EMD FROM THEIR PENDING BILLS.
07.	ISSUE OF TENDER DOCUMENT	BETWEEN 08.04.2016 AND 21.04.2016 DURING OFFICE HOURS AT BBJ OFFICE. THE TENDER DOCUMENTMENT MAY ALSO BE DOWNLOADED FROM website: www.bbjconst.com or www.eprocure.gov.in (CPP PORTAL). "CORRIGENDUM", IF ANY. WOULD APPEAR ONLY ON THE BBJ WEBSITE AND NOT TO BE PUBLISHED IN ANY NEWS PAPER.
08.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 11.30 AM ON 22.04.2016 AT BBJ OFFICE – 27 R.N.MUKHERJEE ROAD, KOLKATA-700 001
09.	OPENING OF TENDER (TECHNO COMMERCIAL PART)	ON 22.04.2016 AT BBJ OFFICE (27 R.N.MUKHERJEE ROAD,KOLKATA-700 001) AT 3:00 P.M.

(Tapas Sen)
 Supervisor(M&P)

TENDERER

BBJ

INSTRUCTION TO THE BIDDERS

1.	<u>SUBMISSION OF BID</u> : - Tenders to be submitted in TWO PARTS : -
a)	<u>TECHNO-COMMERCIAL PART</u> : - The techno-Commercial will consists of the following:
i)	<u>TENDER DOCUMENT EXCLUDING BOQ</u> The tender documents issued to the tenderers duly signed and sealed in each page EXCLUDING BILL OF QUANTITIES.
ii)	<u>TECHNO COMMERCIAL PART</u> :- The Techno Commercial Part should contain the following documents, which to be submitted with the offer :- (a). Manufacturer(s) is/are entitled to submit their offer. (b). Copy of VAT Registration Certificate. (c). Copy of PAN No. (iv). Copy of relevant documents/ experience certificate showing past experience in respect of supply of Elastomeric Bearings as per RDSO drawings to other Govt. Organisations/PSUs or Reputed Companies.
b)	<u>PRICE-PART</u> : - 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 "TENDER NOTICE NO." and "PRICE PART". Make and Model No of the machine to be mentioned in the price bid. The above 'TECHNO-COMMERCIAL PART' and 'PRICE-PART' to be put in a sealed envelope super scribing " <u>TENDER NOTICE NO.</u> " 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.
4.	The tender is to be submitted in a sealed cover and super scribed with Tender Reference, Due Date marked for Dy. General Manager(P-V), THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, R.N. Mukherjee Road, Kolkata-700 001 (W.B.).
5.	<u>VALIDITY OF TENDER</u> : – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.

SPECIAL CONDITION OF CONTRACT

SCC-1

1. **ELIGIBILITY CRITERIA:**

The tenderers must submit relevant documents/experience certificate showing past experience in respect of manufacture and supply of Elastomeric Bearing as per RDSO's drawing for Railway Bridge Girder.

2. **Manufacturer's Test Certificate and Guarantee & Warranty Certificate** must be enclosed along with each consignment.

3. **Delivery schedule** :- Delivery to be made within 30 days from the date of LOI/Order, whichever is earlier at our Chandigarh Project Site, Chandigarh under Northern Railway.

a) **EXTENSION OF DELIVERY PERIOD:** - If there is delay for reasons not attributable to the Bearing Manufacturer, BBJ, upon receipt of written request from the Bearing Manufacturer may extend the Milestone / Completion time as suitable and fit reasonable to BBJ. No extra claim (including escalation) of Bearing Manufacturer will be entertained in such cases of time extension being granted.

6. **RATE :-**

The vendors must submit their offer strictly as per Bill of Quantities BOQ of this tender document. The bidder must quote the Basic price, Excise Duty, all other taxes & duties and delivery charges at site mentioned in BOQ. 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.

7. **PAYMENT TERMS:-**

The payment shall be made from our office in the following manner :-

a) 90% (Ninety percent) payment shall be made within 30 days after receipt of materials in good condition at FOR destination mentioned in BOQ against submission of the following documents:

i) Invoice /Bill

ii)Transporter's C/N

iii)Proof of delivery i.e. Delivery Challan duly signed by our Project Site for receipt of material.

iv)Test certificates for raw materials and finished materials.

v)Guarantee Certificate.

vi)Inspection Clearance certificate.

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vii)Packing List.

viii)Copy of Security cum Performance Guarantee.

b) Balance **10% (Ten percent)** payment shall be made against submission of final bill after installation and proper placement of Bearings at Bridge.

c) In case, the payment is made by Demand Draft, draft charges shall be deducted from the bill.

8. **PERFORMANCE GUARANTEE:-**

As security for proper and faithful fulfillment of the obligation under the order, you shall furnish to us Security Deposit equal to **10% (Ten percent) of the total Contract Value of the Order** by Bank Draft or in the form of a Bank Guarantee of equivalent amount from a Nationalized Bank (as per format to be provided by BBJ) **within 15 days** from the date of issuance of order favoring "The Braithwaite Burn & Jessop Construction Company Limited". The performance Guarantee should be kept valid till end of Guarantee Period / Defect Liability Period" mentioned in clause no.9 below).

9. **GUARANTEE/ DEFECT LIABILITY PERIOD :-**

The Sub-Contractor shall fully guarantee all workmanship in scope of his work to perform strictly in accordance with the specifications. The workmanship shall be free from all defects. Should any workmanship not perform as intended or should workmanship prove defective within a period of 12 (twelve) months from the date of completion of the work, the work shall upon notification of deficiency/ defect be promptly rectified by the Sub-contractor to the satisfaction of BBJ /N. Railway or any Inspection Agency nominated by BBJ/N. Railway without any delay and at no extra cost to BBJ. If the Sub-contractor fails to effect proper replacement within a reasonable time of receipt of BBJ's notification to this effect, BBJ shall be free to take such corrective action at the Sub-Contractor's risk and cost.

10. **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.

11. **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 its 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

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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.

12) **TERMINATION OF CONTRACT:-**

If the supplier/party failure to complete the total work/supply/service as per requirement and within the stipulated completion period, 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 by issuing first seven days and then 48 hours notice. Additional cost if incurred shall be recovered from the supplier's bill.

13) **INSPECTION/TESTING/TEST CERTIFICATES:**

- a) The acceptance of material is subject to Inspection / Testing by Northern Railway/RITES/or Any Other approved authority.
 - b) All expenses involved for Inspection/Testing shall be borne by the Bearing manufacturer.
 - c) The Bearing manufacturer have to provide assistance, instruments, machine, labour and any material which are required for examining, measuring and testing of any materials and workmanship as may be selected and required by Northern Railway/RITES/or any other approved authority without any extra cost to BBJ.
 - d) **INSPECTION CALL LETTER** should be sent by the Bearing Manufacturer minimum **7 (Seven) days in advance** at BBJ Office at 27, R. N. Mukherjee Road, Kolkata-700 001.
 - e) All Test Certificates for raw materials (both physical and chemical) and finished materials are to be provided and submitted by the Bearing Manufacturer at the time of Inspection and along with supply without any extra cost to BBJ.
- 14) "**ENGINEER**" shall mean the Engineering Officer appointed by BBJ /RITES/ N. Railway who shall supervise and be In-Charge of the works for purposes of this contract.

BILL OF QUANTITIES

SL. NO.	ITEM	UNIT	TOTAL QNTY	RATE PER UNIT TO BE MENTIONED IN FIGURE AND WORDS BOTH. (Rs.)
1	2	3	4	5
(a)	MANUFACTURING, TESTING, INSPECTION, SUPPLY AND DELIVERY OF ELASTOMERIC BEARINGS AS PER RDSO'S DRAWING NO. RDSO/B-16016/3R (ALT-0) INCLUDING 4 NOS./BEARING 28 DIA C.S.K. GALVANIZED TURNED BOLTS WITH NUT & SPRING WASHER AND 6 NOS./BEARING 28 DIA GALVANIZED ANCHOR BOLTS, NUTS & ROUND WASHERS FOR 24.4M SPAN GIRDER.	SET	04 (FOUR)	
	Excise Duty on Basic Rate, if any (please mention clearly)			
	VAT/CST on Basic Rate (to be mentioned clearly)			
	Delivery Charges on Basic Rate (to be mentioned clearly)			

(Tapas Sen)
 Supervisor(M&P)