

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED
NIT/DGM(P-V)/D-599/BEARING/3124/TALCHER/R1 DT. 27.06.2016

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.

(A GOVT. OF INDIA ENTERPRISE)

Regd. Office: 27, RAJENDRA NATH MUKHERJEE ROAD

P.O.Box No. 264, Kolkata - 700 001 (WEST BENGAL)

PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 -3961

E-MAIL: bbj@india.com ; info@bbjconst.com

Website:- www.bbjconst.com

1.	TENDER NOTICE NO	NIT/DGM (P-V)/D-599/BEARING/3124/TALCHER/R1
2.	DATE	27.06.2016
3.	SCOPE OF THE WORK	Manufacture & Supply of POT cum PTFE Bearings (complete set of Fixed Type Bearing for 61.0M span and Complete set of Sliding/Free Type Bearing for 61.0M span) with all fasteners required for construction of new B.G. Line between Talcher-Bimalgarh.
4.	TIME OF COMPLETION	As per Delivery Schedule detailed in the special condition of contract.
5.	COST OF TENDER	NIL
6.	EARNEST MONEY DEPOSIT	<p>An amount of Rs.5,000.00(Rupees five thousand only) to be submitted with individual offer, as EMD amount in form of account payee Demand Draft/Pay Order/Banker's Cheque in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata. Unsuccessful bidders will be refunded the Earnest Money Deposit amount after the award of the contract/order to the successful bidder.</p> <p>The EMD amount of successful bidder will be released within 30 days after completion of total supply/service/installation/work without any interest subject to receipt of written request from the successful bidder.</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 as NSIC for renewal of NSIC will not be acceptable. Such offers will be treated as offers received without EMD.</p>

TENDERER(S)

BBJ

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		(d). 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.
7.	ISSUE OF TENDER DOCUMENT	FROM 27.06.2016 to 11.07.2016 DURING OFFICE HOURS FROM BBJ REGISTERED OFFICE.
8.	LAST DATE & TIME OF SUBMISSION	UPTO 1.00 PM ON 12.07.2016.
9.	OPENING OF TENDER (TECHNO-COMMERCIAL BID)	AT AROUND 3.30 PM ON 12.07.2016 AT BBJ REGISTERED OFFICE-27 R.N.MUKHERJEE ROAD,KOLKATA-700 001

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

TENDERER(S)

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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-1 & 2</u> The tender documents issued to the tenderers duly signed and sealed in each page EXCLUDING BILL OF QUANTITIES (BOQ-1 &2).
ii)	<u>PAST EXPERIENCE:</u> The tenderers must submit relevant documents/experience certificate showing past experience in respect of manufacture and supply of POT cum PTFE Bearing as per RDSO's drawing.
b)	<u>PRICE-PART:</u> Properly filled up bill of quantities (BOQ-1 & 2) duly sealed and signed to be put in a sealed envelope super scribing " TENDER NOTICE NO. " and " PRICE PART ". The above ' TECHNO-COMMERCIAL PART ' and ' PRICE-PART ' to be put in a sealed envelope super scribing " TENDER NOTICE NO./NAME OF THE WORK " 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. In case of splitting of total scope of Supply by BBJ, the following ratio will be followed: A) the L1 bidder will get not less than 60% (sixty percent) of the total scope of supply as per BOQ-1 and at the lowest acceptable rate. B) THE L2/L3 bidder will get not more than 40% (forty percent) of total scope of supply and at the lowest acceptable rate.
4.	Bidders may kindly note that placement of order may be subject to approval of East Coast Railway.
5.	All duties, taxes, fees and other levies payable by the contractor under the contract or any other cause shall be included in the quoted prices.
6.	VALIDITY OF TENDER: – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.
7.	COMPLETION TIME: - The entire work in all respect should be completed AS PER DELIVERY SCHEDULE DETAILED IN THE SPECIAL CONDITION OF CONTRACT.

SPECIAL CONDITION OF CONTRACT

1) SCOPE OF SUPPLY:

- a) The **POT cum PTFE BEARINGS** are required for construction of new B.G. Line between Talcher - Bimalgarh under East Coast Railway.
- b) Design, approval, manufacturing, testing and supplying POT/POT-PTFE Bearing as per RDSO Drawing No. B-11576 complete as per technical specification and drawings as per direction of Engineer for non-seismic vertical load.
- c) All the bearings shall be load tested to 1.25 times the maximum design capacity including seismic force.
- d) The manufacturer's certificate along with test proof and design shall be submitted to Engineer for the approval before their use in work.
- e) The Engineer will select two bearings out of total quantity for bearings for testing from RDSO/Lucknow, the supplier shall get them tested from RDSO/Lucknow.
- f) All raw materials, consumables, paints, fixtures, plants & equipments for the above scope of supply to be provided by the manufacturer.

2) **QUANTITY:** Fixed Type for 61.00m welded triangulated steel girder (02 nos.) and Free Type for 61.0m welded triangulated steel girder (02 nos.)

3) INSPECTION/TESTING/TEST CERTIFICATES:

- a) The acceptance of material is subject to Inspection/Testing by East Coast Railway and / or their authorised agency like RDSO, RITES etc in presence of BBJ and Manufacturer's representative.
 - 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 East Coast Railway / RDSO / RITES without any extra cost to BBJ.
 - d) **INSPECTION CALL LETTER** should be sent by the Bearing Manufacturer minimum **5 (five) days in advance** at our Registered 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.
- 4) **DELIVERY PERIOD:** - All bearings to be supplied at our Heavy Plant yard, P-82 Taratala Road, Garden Reach, Kolkata-700 0024 within **30 to 45** (thirty to forty-five) days from the date of LOI/PURCHASE ORDER.
- 5) **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) **PRICE:**

a) The price to be quoted on the basis of delivery of material at our Heavy Plant Yard, P-82 Taratal Road, Garden Reach, Kolkata-700 024.

The Price shall remain firm and shall not attract any escalation whatsoever till completion of entire scope of supply. Entry Tax, if any, will be borne by BBJ.

b) Transit Insurance, freight charges, Packing and Forwarding charges are to be included in the quoted price for safe delivery of the ordered material to Consignee's address by Road Transport on door delivery basis.

c) The bidder shall submit the break up of total price – Basic, Excise, Sales Tax/VAT and others, if any in the Price Bid (As per BOQ-2).

7) **TAXES & DUTIES:**

The price to be quoted by the Bearing manufacturer must include all taxes and duties and other levies for the entire scope of work.

8) **EXCISE DUTY GATE PASS**

Necessary EXCISE DUTY GATE PASS (EDGP) to be provided by the Manufacturer/ supplier for availing MODVAT/CENVAT benefits.

9) **PAYMENT TERMS:**

The payment shall be made from Head Office in the following manner :-

a) 90% (Ninety percent) payment shall be made within 30 days after receipt of materials in good condition to our Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata-700024 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.**

vii) **Packing List.**

viii) **Copy of Security cum Performance Guarantee.**

b) Balance **10% (Ten percent)** payment shall be made within 30 days thereafter against submission of final bill.

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

10) **GUARANTEE / DEFECT LIABILITY PERIOD:**

The Bearing Manufacturer shall fully guarantee all the materials in scope of supply to perform strictly in accordance with the specifications. The materials shall be free from all defects in respect of design, materials and workmanship etc. Should any material not perform as intended or should design, materials

and workmanship prove defective within a period of **12 (twelve) months from the date of installation or 18 (eighteen) months from the date of receipt of last supply whichever is earlier**, the material shall upon notification of deficiency/defect be promptly replaced by the Bearing manufacturer to the satisfaction of RDSO/BBJ/E.C. Railway without any delay and at no extra cost to BBJ. If the Bearing manufacturer fail to effect proper replacement within a reasonable time of receipt of RDSO/ BBJ / East Coast Railway's notification to this effect, BBJ, shall be free to take such corrective action at your risk and cost.

11) **LIQUIDATED DAMAGE:**

If the Bearing Manufacturer fail to deliver the materials within the time schedule as specified in this bid document or as agreed mutually thereafter, then BBJ at their sole discretion shall recover from the Bearing Manufacturer an amount as **liquidated damage @ 0.5(half) % per week of delay or part thereof subject to a maximum of 5(five)% of the total order value.**

12) **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 ip-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 it's 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 within 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 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.

13) **TERMINATION OF CONTRACT:**

a) If the Bearing manufacturer persistently disregard the instructions of BBJ/E. C. Railway or their authorized representative whatever any of the providers of the contract and failed to adhere to the agreed schedule by a margin of **10%** (Ten) of the stipulated period or failed to supply as per delivery schedule given above, BBJ shall be at liberty to terminate the contract in full or part as would be applicable by issuing first seven days' notice and on expiry of the same 48 hours notice.

b) In case of termination of Contract as aforesaid, B.B.J. reserves the right to get the work done by deploying other agency / agencies. Additional cost if incurred due to this shall be recovered from the Bearing Manufacturer's bill.

(A. Neogi)
DY. G.M. (P-V)

PRICE PART

BOQ-1

BILL OF QUANTITIES

SL. NO.	DESCRIPTION	UNIT	QNTY	RATE (Rs.) (IN FIG. & WORDS)	AMOUNT (Rs.) (IN FIG. & WORDS)
1.	DESIGN, APPROVAL, MANUFACTURING, TESTING AND SUPPLYING POT/POT-PTFE BEARING ON PIERS AND ABUTMENTS AS PER RDSO DRAWING NO. B-11576 COMPLETE AS PER TECHNICAL SPECIFICATION AND DRAWINGS AS PER DIRECTION OF ENGINEER FOR NON SEISMIC VERTICAL LOAD INCLUDING SADDLE TURNED FITTED BOLT 40 DIA, CLASS-6.6 AND 40 DIA ANCHOR BOLTS WITH 500MM LONG. FOR REFERENCE OTHER DRAWINGS TO BE FOLLOWED AS UNDER: - I. RDSO Drg. No. RDSO/BA-11551 II. Rly's Drg. No. CBS0032 III. BBJ's Drg. No. 2143/09				
a)	FIXED TYPE FOR 61.0M WELDED TRANGULATED STEEL GIRDER	NOS.	02 (TWO)		
b)	FREE TYPE FOR 61.0M WELDED TRANGULATED STEEL GIRDER	NOS.	02 (TWO)		
	Taxes and Duties if any (To be specified properly) :-				

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BILL OF QUANTITIES

BOQ-2

BREAK- UP OF PRICE PER UNIT

FOR BOQ-1 ITEM NO. 1 (a)

A. FOR FIXED TYPE BEARING

Sl. No.	Description	Amount (Rs.)	Remarks
1	UNIT BASIC RATE		
2	EXCISE DUTY		
3	SALES TAX		
4	ANY OTHER TAXES AND DUTIES		
5	PACKING & FORWARDING CHARGES, TRANSIT INSURANCE, FREIGHT		
6	TOTAL UNIT PRICE		

FOR BOQ-1 ITEM NO. 1 (b)

B. FOR FREE/EXPANSION TYPE BEARING

Sl. No.	Description	Amount (Rs.)	Remarks
1	UNIT BASIC RATE		
2	EXCISE DUTY		
3	SALES TAX		
4	ANY OTHER TAXES AND DUTIES		
5	PACKING & FORWARDING CHARGES, TRANSIT INSURANCE, FREIGHT		
6	TOTAL UNIT PRICE		

NOTE: - (i) THE BIDDER MUST FILL UP BOQ-1 & BOQ-2.

(A. Neogi)
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