

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) 22103961  
E-MAIL: [bbj@india.com](mailto:bbj@india.com) ; [info@bbjconst.com](mailto:info@bbjconst.com)  
Website: [www.bbjconst.com](http://www.bbjconst.com)

<b>Tender No.</b>	<b>NIT/DGM(P-V)/D586/WAGON-REPAIR/ITEMS/2148/3129</b>	<b>Date</b>	<b>15<sup>th</sup> April, 2016</b>
-------------------	---	-------------	------------------------------------

**NOTICE INVITING TENDER**

Sealed Tenders under **two-part bidding system** (i.e. Techno-Commercial Bid & Price Bid) are invited from vendors who are technically & financially capable for supply of various "items" and who will fulfil the Qualifying Requirements (QR) given under are eligible to quote against the above NIT:

01	NAME OF THE WORK	Manufacture and Supply of various "Items" as mentioned in " <b>SOW-1</b> " / " <b>BOQ-1</b> " for repair of 3400 'C' category and 10500 'B' category Railway Wagon at Railway's Wagon Centre, Mughalsarai under East Central Railway, Hajipur.
02	QUANTITY	As Per <b>BOQ (1)</b>
03	COMPLETION PERIOD	To be supplied in phases within 06 (six) months from the date of Order.
04	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	<b>Rs. 5,000/-</b> (Rupees five thousand only) by Pay Order/ Demand Draft in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata. SSI Units with NSIC registration are exempted from submitting tender fee.
05	EARNEST MONEY DEPOSIT	<b>Rs. 4,00,000/-</b> (Rupees four lac only) by Pay Order/ Demand Draft in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata. SSI Units with NSIC registration are exempted from submitting EMD.
06	ISSUE OF TENDER DOCUMENT	Between <b>17<sup>th</sup> April, 2016</b> and <b>30<sup>th</sup> April, 2016</b> during office hours at BBJ's Registered office. The tender documents may also be downloaded from the websites <a href="http://www.bbjconst.com">www.bbjconst.com</a> or <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> (CPP Portal). "Corrigendum", if any, will appear in BBJ's website only and shall not be published in any newspaper.
07	LAST DATE & TIME OF RECEIPT OF TENDER	Receipt up to <b>11:30 Hrs.</b> on <b>2<sup>nd</sup> May, 2016</b> at BBJ's Registered office.
08	OPENING OF TENDER (TECHNO COMMERCIAL PART)	On <b>2<sup>nd</sup> May, 2016</b> AT BBJ's Registered office AT <b>15:00 Hrs.</b>

**INSTRUCTION TO THE BIDDERS**

1.	<b><u>SUBMISSION OF BID</u></b> : - Tenders to be submitted in <b>TWO PARTS</b> : -
a)	<b><u>TECHNO-COMMERCIAL PART</u></b> : - The techno-Commercial will consists of the following:
i)	<b><u>TENDER DOCUMENT EXCLUDING BOQ</u></b> The tender documents issued to the tenderers duly signed and sealed in each page EXCLUDING BILL OF QUANTITIES.
ii)	<b><u>TECHNO COMMERCIAL PART</u></b> : -  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 (d) Copy of valid RDSO approval certificates for the tendered items (e) Copy of valid Trade License (f) Copy of relevant documents/ experience certificate showing past experience in respect to Clause no. 1.0 of "SCC-1" for supply of tendered items (ref. "SOW-1") as per RDSO Drawings & Specifications. (g) Audited Balance Sheet and Profit & Loss A/c alongwith IT Return for last three FY ending 31 <sup>st</sup> March, 2016
b)	<b><u>PRICE-PART</u></b> : - 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.	<b><u>VALIDITY OF TENDER</u></b> : – <b>90 (NINETY) days</b> from the date of opening of tender or for a further period if mutually accepted.

**SOW-1**

**SCOPE OF WORKS**

**1.0 Supply of various "Bought Out Items" as per RDSO Drawing no. & Specifications:**

Sl. No.	Item Description	RDSO Dwg. No./Spec.	Qty.	Unit
01	Corner Stanchion	WD-80007-S-06	14	Nos.
02	Side Stanchion	WD-80007-S-17, consists of 10 items Alt.-15.	694	Nos.
03	Door Mediator	Component Arrangement: WD-90007-S-01 & WD-80007-S-05. Doorway Crossbar Assembly (consists of 7 items): WD-80007-S-05, Alt.-23. Item no. 2 – 1 no., Item no. 15 – 2 nos., Item no. 14 – 1 no. & Dwg. No. WD-90007-S-1, Alt.-13, Item no. 2 – 4 nos., Item no. 8 – 2 nos., Item no. 14 – 4 nos., Item no. 15 – 2 nos. i.e. total 7 items in assembled condition.	902	Nos.
04	Door	WD-90007-S-1, Item no. 1 to 11 Alt.-13.	1038	Nos.
05	Door Hinge Foot	IRS Dwg. No. W/DW-287, Alt.-6	167	Nos.
06	Ladder Component			
	(a) Ladder Hand Hold	WD-80007-S-06 Item-8, Alt.-16. Material Specifications – IS:1239, Part-1	34	Nos.
	(b) Ladder Pipe	WD-80007-S-06 Item-7, Alt.-16 Material Specifications – IS:1239, Part-1	1700	Nos.
	(c) Foot Step	WD-80007-S-10 Item-34, Alt.-21	340	Nos.
07	Pershad Label Holder	WD-80007-S-05 Item no.-10, Alt.-23. Ref. Dwg. W/ML-11	68	Nos.
08	Door Lock Component	Bracket & Pin	11120	Nos.
		Gravity Cotter with Rivet	1940	Nos.
09	Door Checking Spring	WD-90007-S-01	583	Nos.

Note:

1. Steel material specifications of assembly/ sub assembly/ components as mentioned in above referred respective drawings/sketches for steel fabricated items wherever applicable to be revised as per RDSO's letter no. MW/Specification dated 31.01/01.02.2013 (copy at Annexure – "A")
2. Inspection Authority: RITES/ East Central Railway, Hajipur.
3. Inspection procedure as applicable for Railway supply to be followed by RITES.

**SPECIAL CONDITION OF CONTRACT**

**1.0 ELIGIBILITY CRITERIA:**

- 1.1 The bidder must submit relevant documents/ experience certificate showing past experience in respect of manufacture and supply of tendered items (ref. "SOW-1") as per RDSO's drawing & specifications during last 7 (seven) years ending 31<sup>st</sup> March, 2016.
- 1.1.1 Such experiences should cover manufacture & supply of 01 (one) similar order of value not less than **Rs. 160.00 lac**.  
OR
- 1.1.2 02 (two) similar orders having each value not less than **Rs. 100.00 lac**  
OR
- 1.1.3 03 (three) similar orders having each value not less than **Rs. 80.00 lac**

Copies of orders along with completion documents are to be submitted.

- 1.2 Vendors should either be a registered firm and should have a minimum average annual financial turnover of **Rs. 60.00 lac** in last 3 (three) financial years and should submit audited Balance Sheet and Profit & Loss Account for last three years ending 31<sup>st</sup> March, 2016.
- 1.3 Vendor should have earned net profit in any of the above last three years.
- 1.4 **Earnest Money Deposit:**

Deposit of EMD amounting to **Rs. 4,00,000/-** (Rupees four lac only) may be made in the form of Pay Order/ Demand Draft drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 120 (one hundred twenty days) from the date of opening of the tender. In case the tenderer withdraws their offer within validity period of their offer or fails to undertake the contract after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected.

EMD will be converted to Security Deposit and will be kept till completion of Defect Liability Period for the successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

**2.0 COMMENCEMENT & DELIVERY SCHEDULE**

Supply should commence within **15 (fifteen) days** from the date of LOI/ Order and entire delivery to be completed in phases **within 06 (six) months** from the date of LOI/ Order, whichever is earlier at our Project Site i.e. Railway Wagon Centre, Mughalsarai under East Central Railway, Hajipur.

**SPECIAL CONDITION OF CONTRACT**

**2.1 EXTENSION OF DELIVERY PERIOD:**

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

**3.0 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 for the items 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.

**4.0 PAYMENT TERMS:**

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

- a) **90% (Ninety percent)** payment shall be made within 30 (thirty) days after receipt of materials in good condition at FOR destination mentioned in BOQ against submission of the following documents (Dispatch Memo):
- 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.
  - iv) Guarantee Certificate.
  - v) Inspection Clearance certificate.
  - 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 fitment of items at project site.

**SPECIAL CONDITION OF CONTRACT**

**5.0 PERFORMANCE GUARANTEE**

As security for proper and faithful fulfilment of the obligation under the order, you shall furnish to us Performance Guarantee equivalent to 5% (five 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 (fifteen) days from the date of issuance of LOI/ Order in favour of "The Braithwaite Burn And Jessop Construction Company Limited". The Performance Guarantee shall remain valid till completion of entire contract period plus 12 (twelve) months i.e. up to end of Defect Liability Period.

**6.0 SECURITY DEPOSIT:**

As security for proper and faithful fulfilment of the obligation under the order, Security Deposit equivalent to 5% (five percent) of the total Contract Value shall be deducted and should be kept valid till completion of entire contract period plus 12 (twelve) months i.e. up to end of Defect Liability Period. Security Deposit shall be in the following manner;

The Earnest Money deposited by the contractor along with the tender will be retained by the BBJ as part of Security Deposit. The balance amount to make up the with the total amount of Security Deposit, may be deposited by the Agency in the form of Demand Draft/Pay Order or may be recovered by percentage deduction from the contractor's 'on account' bills.

Recovery of Security Deposit: The Security Deposit/ rate of recovery/ mode of recovery shall be as under:

- (i) Security Deposit for work should be 5% of the Contract value.
- (ii) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- (iii) Security deposits will be recovered only from the running bills of the contractor and no other mode of collecting SD such as SD in the form of instruments like BG etc., shall be accepted towards security Deposit.

Security Deposit & Performance Guarantee shall be returned to the contractor after completion of entire Order plus 12 (twelve) months i.e. after the end of Defect Liability Period and subsequent to the following:

- (a) After passing the final bill based on "No Claim Certificate" with the approval of the Competent Authority.
- (b) Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned contractor. This certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to BBJ against the contract concerned.

**SPECIAL CONDITION OF CONTRACT**

**7.0 GUARANTEE/ DEFECT LIABILITY PERIOD:**

The vendor fully guarantees 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 entire contract**, the work shall upon notification of deficiency/ defect be promptly rectified by the vendor to the satisfaction of BBJ /RITES/E.C. Railway or any Inspection Agency nominated by BBJ/E.C Railway without any delay and at no extra cost to BBJ. If the vendor 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 vendor's risk and cost.

**8.0 CONFIDENTIALITY OF DOCUMENTS**

The Vendor shall treat all documents, specifications, drawings and contents therein as private and confidential.

**9.0 SUBLETTING OF WORK**

No part of Work Order nor any share or interest thereof shall in any manner of degree be transferred, assigned or sublet by the vendor directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

**10.0 INSPECTION OF WORKS**

BBJ/ RAILWAY's/ RITES's representatives or Engineer-In-Charge will have full power and authority to inspect the works at work shop or site, at any time and the Vendor shall afford or provide for Engineer-In-Charge every facility and assistance to carry out such inspection. The Agency shall at all times during the usual working hours and all other times at which reasonable notice of the intention of Engineer-In-Charge or his representative to visit the works shall have been given, the vendor's representative duly accredited in writing, be present for the purpose.

**11.0 LIQUIDATED DAMAGE:**

If the vendor fails to submit inspection offer within stipulated period, 0.5% (zero decimal five percent) of order value will be deducted from bill for per week delay subject to a maximum of 5% (five percent) of the total order value.

**12.0 INSPECTION/ TESTING/TEST CERTIFICATES:**

12.1 The acceptance of material is subject to Inspection/ Testing by East Central Railway/ RITES/ or Any Other approved authority.

12.2 All expenses involved for Inspection/Testing shall be borne by the vendor/ manufacturer.

TENDERER

BBJ

**SPECIAL CONDITION OF CONTRACT**

- 12.3 The vendor/ manufacturer has 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 Central Railway/ RITES/ or any other approved authority without any extra cost to BBJ.
- 12.4 **INSPECTION CALL LETTER** should be sent by the tendered item vendor/ Manufacturer minimum **7 (Seven) days in advance** at BBJ Office at 27, R. N. Mukherjee Road, Kolkata-700001.
- (a) All Test Certificates for raw materials (both physical and chemical) and finished materials are to be provided and submitted by the Vendor/ Manufacturer at the time of Inspection and along with supply without any extra cost to BBJ.
- (b) **"ENGINEER"** shall mean the Engineering Officer appointed by BBJ/ RITES/ EC Railway who shall supervise and be In-Charge of the works for purposes of this contract.

**13.0 QUANTITY VARIATION:**

Order quantity may vary  $\pm$  30%.

**14.0 RISK PURCHASE:**

In the event of failure on the part of the supplier/ contractor to complete the job within the reasonable period of time as decided by the Purchaser, the purchaser reserves the right to get the job done by other Agency/ Agencies as per the order on Risk Purchase basis and shall recover the extra cost thereof, if incurred, from the contractor.

**15.0 REJECTION/ REPLACEMENT:**

Notwithstanding the fact that the materials have been duly inspected and covered by Dispatch Memo. The supplier shall arrange for free replacement/ rectification of rejected/ defective components if any, detected during or after fitment at project site, on receipt of our written advice to that effect. The replacement of the components shall be made within 15 (fifteen) days from the date of our advice, failing which, we reserve the right to purchase the said quantity from other sources at supplier's cost. Collection of rejected materials from our Stores and delivery of replacement supplies at our Works will be at supplier's cost and responsibility. If the rejected materials are not removed from our premises within a reasonable period, we will dispose the same off without any notice to supplier.

**16.0 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

**SCC-6**

**SPECIAL CONDITION OF CONTRACT**

the parties arising out of anything 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 within the next following 30 days of making reference to it. Nevertheless, the parties at their sole option shall within 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 within 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 within 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 within 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.

**17.0 INDEMNITY**

Bidder shall indemnify BBJ against all claims in respect of their contractual obligations in the event of non-compliance of statutory rules/ obligations/ laws/ taxes & duties etc.

**18.0 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.

**19.0 IMPORTANT NOTES;**

19.1 BBJ reserves the right to:

19.1.1 Accept or reject any bid received at its discretion without assigning any reasons whatsoever.

19.1.2 Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.

TENDERER

BBJ

19.1.3 Postpone or extend the above mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.

**SCC-7**

**SPECIAL CONDITION OF CONTRACT**

19.1.4 May ask for further qualification during techno commercial scrutiny of bids received.

19.1.5 BBJ shall not be responsible for any delay, loss, damage for bids sent by post.

19.1.6 BBJ shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.

14.1.7 Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.

14.1.8 If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.

**BILL OF QUANTITIES**

Sl. No	Item Description	Qty.	Unit	Base Rate	Excise Duty	VAT/ CST	Delivery (if any)	Total Rate
01	<b>Corner Stanchion</b> (WD-80007-S-06)	14	Nos.					
02	<b>Side Stanchion</b> (WD-80007-S-17, consists of 10 items Alt.-15.)	694	Nos.					
03	<b>Door Mediator Component</b> (Arrangement: WD-90007-S-01 & WD-80007-S-05. Doorway Crossbar Assembly (consists of 7 items): WD-80007-S-05, Alt.-23. Item no. 2 – 1 no., Item no. 15 – 2 nos., Item no. 14 – 1 no. & Dwg. No. WD-90007-S-1, Alt.-13, Item no. 2 – 4 nos., Item no. 8 – 2 nos., Item no. 14 – 4 nos., Item no. 15 – 2 nos. i.e. total 7 items in assembled condition)	902	Nos.					
04	<b>Door</b> (WD-90007-S-1, Item no. 1 to 11 Alt.-13)	1038	Nos.					
05	<b>Door Hinge Foot</b> (IRS Dwg. No. W/DW-287, Alt.-6)	167	Nos.					
06	<b>Ladder Component</b>							
	<b>(a) Ladder Hand Hold</b> (WD-80007-S-06 Item-8, Alt.-16. Material Specifications – IS:1239, Part-1)	34	Nos.					
	<b>(b) Ladder Pipe</b> (WD-80007-S-06 Item-7, Alt.-16 Material Specifications – IS:1239, Part-1)	1700	Nos.					
	<b>(c) Foot Step</b> (WD-80007-S-10 Item-34, Alt.-21)	340	Nos.					
07	<b>Pershad Label Holder</b> (WD-80007-S-05 Item no.-10, Alt.-23. Ref. Dwg. W/ML-11)	68	Nos.					
08	<b>Door Lock Component</b>							
	<b>Bracket &amp; Pin</b>	11120	Nos.					
	<b>Gravity Cotter with Rivet</b>	1940	Nos.					
09	<b>Door Checking Spring</b> (WD-90007-S-01)	583	Nos.					

