

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

eNIT/DGM(P-V)/EL.BR/3127/R1/58-2017

Date: 07.08.2017

(A Government of India Enterprise)
 27, RAJENDRA NATH MUKHERJEE ROAD
 KOLKATA - 700 001 (WEST BENGAL)
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01.	TENDER NOTICE NO. & Date	eNIT/DGM(P-V)/EL.BR/3127/R1/58-2017 Dated 07.08.2017	
02.	NAME OF THE WORK	MANUFACTURING, TESTING, INSPECTION, SUPPLY AND DELIVERY OF ELASTOMERIC BEARINGS AS PER RDSO'S DRAWINGS WITH ALL FASTENERS I.E. SADDLE BOLTS, ANCHOR BOLTS AND ANCHOR PINS AT SITE FOR MANOHARPUR-BONDAMUNDA PROJECT.	
03.	QUANTITY	AS PER BOQ (BOQ-1)	
04.	COMPLETION PERIOD	02 (TWO) MONTHS FROM THE DATE OF ISSUE OF LOI/ ORDER, WHICHEVER IS EARLIER.	
05.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL	
06.	EARNEST MONEY DEPOSIT	Rs.50,000/- (RUPEES FIFTY 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 EMD. EXISTING CONTRACTORS WORKING WITH BBJ MAY ADJUST THE EMD FROM THEIR PENDING BILLS.	
07.	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
08.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	08.08.2017
		Document download Start Date	08.08.2017 - 10:00 HRS
		Start Date of uploading of bid document	11.08.2017 - 10:00 HRS
		End Date for uploading of bid document	17.08.2017 - 15:00 HRS
		Date of opening of Technical Bid	18.08.2017 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(A. NEOGI)
DGM (P-V)

INSTRUCTION TO THE BIDDERS**1.0 REGISTRATION OF CONTRACTOR**

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://eprocure.gov.in/eprocure/app>

2.0 DIGITAL SIGNATURE CERTIFICATE (DSC)

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Guideline to bidder DSC is given as a USB e-Token.

3.0 SUBMISSION OF BID:

Bids to be submitted online through e-Procurement system of Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure/app>). **Physical instrument towards EMD shall have to be submitted to this office before opening of technical bid.**

Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the **BOQ** should be properly filled in. Tenders to be submitted in **two parts**:

a) **TECHNO-COMMERCIAL PART:** The Techno-Commercial part will consist of -

i) PRE QUALIFICATION CRITERIA OF THE BIDDER

Documentary evidence satisfying the Pre-Qualification Criteria (POC) should be provided as part of Technical Bid. Any bidder not qualifying POC criteria will be rejected and price bid will not be opened.

The Techno Commercial Part should contain the following documents, which to be submitted/upload with the offer:

- (a) Only Manufacturers are eligible to submit their offer.
- (b) Copy of GST Registration Certificate.
- (c) Copy of PAN CARD
- (d) Copy of PF Registration Certificate
- (e) Digitally signed copy of tender documents
- (f) RDSO approval letter (latest) for manufacture & supply of Elastomeric Bearings
- (g) EMD amounting to Rs.50,000/- (Rupees fifty thousand only) in the form of Pay Order/ Demand Draft drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata. Scanned copy to be uploaded in portal and instrument to be submitted physically.
- (h) Copy of relevant documents/ experience certificate showing past experience in respect of supply of Bearings as per Eligibility Criteria to other Govt. Organisations/ PSUs.

b) PRICE-PART -

Properly filled up BILL OF QUANTITY (BOQ-1) duly digitally signed to be uploaded in Financial part.

4.0 Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.**5.0 VALIDITY OF TENDER: – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.**

SCOPE OF WORK

- 1.0 The "Scope of Work" includes manufacture, testing, inspection, supply and delivery of Elastomeric Bearings as per following;
- (a) **08 (EIGHT) SPAN SET ELASTOMERIC BEARING** for 12.2 M Girder based on RDSO's Drawing no. **RDSO/B-11752/4R** with all fasteners i.e. Saddle Bolts, Anchor Bolts and Anchor Pins.
 - (b) **04 (FOUR) SPAN SET ELASTOMERIC BEARING** for 18.3 M Girder based on RDSO's Drawing no. **RDSO/B-11753/5R1** with all fasteners i.e. Saddle Bolts, Anchor Bolts and Anchor Pins.
 - (c) **02 (TWO) SPAN SET ELASTOMERIC BEARING** for 24.4 M Girder based on RDSO's Drawing no. **RDSO/B-11751/4R2** with all fasteners i.e. Saddle Bolts, Anchor Bolts and Anchor Pins.

NOTE: EACH "SPAN SET" CONSISTS 04 (FOUR) NOS. ELASTOMERIC BEARING

- 2.0 Sizes/ Dias of Saddle Bolts, Anchor Bolts and Anchor Pins: As per above RDSO's drawings.
- 2.1 Drawings for the above bearings are to be made by the manufacturer based on RDSO's drawings above noted and to get the same approved by the Engineer prior to final manufacture the above required items.
- 2.2 Following relevant RDSO's drawings for 12.2 M, 18.3 M and 24.4 M span bearings are not attached with this tender document and the bidders may see the drawings at BBJ office at 27, R.N. Mukherjee Road, Kolkata-700 001 during Office hours till last date of issue of Tender;
- a. For 12.2M Span - i) **RDSO/B-11752/4R**
 - b. For 18.3M Span - ii) **RDSO/B-11753/5R1**
 - c. For 24.4M Span - iii) **RDSO/B-11751/4R2**

SPECIAL CONDITION OF CONTRACT**1. ELIGIBILITY CRITERIA:****i) Technical Qualifications Criteria:**

Bidder should be RDSO approved vendor (latest) and must produce RDSO's (latest) approval letter for manufacture and supply of Elastomeric Bearings. The bidder should possess experience of successfully completed manufacture and supply of Elastomeric Bearings for Railway steel bridge girders of minimum 12M span or more to Government organization(s)/ Central and State PSU(s)/ PSE(s) during the last 5 years.

Note: Manufacture and Supply of bearings for Bridges shall only be considered.

ii) Earnest Money Deposit:

Deposit of EMD amounting to **Rs.50,000/-** (Rupees fifty thousand 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 90 (ninety 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. **Manufacturer's Test Certificate and Guarantee & Warranty Certificate** must be enclosed along with each consignment. Manufacturer(s) are required to get the bearings inspected & approved by South Eastern Railway or BBJ or its authorized representative prior delivery.

Inspection of bearings shall be done by the Engineer or any other organisation (e.g. RDSO, RITES etc.) as approved by the Engineer and the contractor shall produce manufactures test certificates, and inspection marks from the organisation so nominated for inspection at his own cost. The contractor shall also arrange and effort all facilities at his own cost for the purpose of Inspection and test of all or any of the components of the bearings and metals used therein. Load test of the bearings shall be carried out at contractor's cost, if considered necessary by the Engineer.

ENGINEER mean South Eastern Railway or BBJ and shall include their representatives, successors and permitted assigns.

3. **Delivery Schedule:** Delivery to be made within **02 (two) months** from the date of LOI/ Order, whichever is earlier. The destination for delivery of the Bearings will be:
(i) **Manoharpur - Bondamunda project site at Jaraikela, Parodih, Jharkhand.**

4. 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.

5. RATE:

The vendors must submit their offer strictly as per **Bill of Quantities [BOQ-1]** of this tender document. The bidder must quote the **Basic price which is inclusive of all but exclusive of**

GST at F.O.R. destination. The price must be firm during the tenure of this supply/ contract & no escalation on any account will be allowed. Entry Tax, if any, 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.

6. **TAXES & DUTIES:**

The contractor shall be exclusively responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax) that may be levied from time to time according to the Laws & regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by the Company in respect of any duties/ taxes to be imposed on procurement of materials for execution of contract.

6.1 **GOODS AND SERVICE TAX (GST)**

Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive of **Goods and Service Tax**. The GST as legally leviable & payable by the bidder under the provisions of applicable law/act shall be paid extra by BBJ as per bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services.

The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). Bid without GST number shall be cancelled.

At present no GST-TDS is applicable. If the same is applicable in future, deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper **Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.**

Bidder shall raise their tax invoice in regular interval as per contract condition and uploaded their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.

6.2 **NEW LEVIES/ TAXES**

In case Government imposes any new levy / tax after award of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax is applicable to this contract.

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 (thirty) days after receipt of bearings in good condition at FOR destination mentioned in BOQ-1 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.
 - (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 against submission of final bill after installation and proper placement of bearings at bridge and acceptance by S. E. Railway.
- 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 fulfilment of the obligation under the order, the successful bidder 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 Scheduled/ Nationalized Bank (as per format to be provided by BBJ) within 15 (fifteen) days from the date of issuance of LOI in favour of "The Braithwaite Burn And Jessop Construction Company Limited". On submission of the PBG, "Order" shall be issued. The PBG shall remain valid till completion of entire contract period plus 12 (twelve) months i.e. up to end of Defect Liability Period.

9. **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 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 and shall be recovered from the bill.
- (iii) Security deposits will be recovered @10% of Gross Bill Value 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.

10. **DEFECT LIABILITY PERIOD:**

Any part of the bearing or any item failing or providing unsatisfactory in service due to defective material or workmanship within a period of **12 (twelve) months** from the date of completion of the work shall have to be replaced by the supplier at his own expenses. Should any design modifications be made in any part of the bearing offered, the period of 12 months would commence from the date, the modified part is commissioned in service. The cost of such modification shall be borne by the supplier.

11. **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.

12. **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.

13. **ARBITRATION:**

In the case of dispute arising between the Employer and Contractor related to any matter arising out of or connected with this Contract, such dispute shall be referred to the Arbitral Tribunal consisting of 03 (three) arbitrators, one each to be appointed by the Employer and Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrators, upon the request of either or both parties, the presiding arbitrator shall be appointed by the President, Institution of Permanent Way Engineers (India), New Delhi. The Indian Arbitration and Conciliation Act, 1996 the rules there under and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings;

If one of the parties fails to appoint its arbitrators in pursuance of para (1) above, within 60 days after receipt of the notice of the appointment of its arbitrators by the other party, the Secretary General of the Permanent Court of Arbitration, The Hague or The President, Institution of Permanent Way Engineers, India, New Delhi shall appoint the Arbitrator. A certified copy of the Secretary General's order or The President, Institution of Permanent Way Engineers, India, New Delhi order, as the case may be, making such an appointment shall be furnished to both the parties. Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The decision of the majority of arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

14. **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.

15. **INSPECTION OF WORKS**

S.E. Railway's representative or Engineer-In-Charge or their authorized representative 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.

16. INSPECTION/ TESTING/ TEST CERTIFICATES:

- a) The acceptance of material is subject to Inspection/ Testing by S.E. Railway's or their authorized representative.
Inspection of bearings shall be done by the Engineer or any other organisation (e.g. RDSO, RITES etc) as approved by the Engineer and the contractor shall produce manufactures test certificates, and inspection marks from the organisation so nominated for inspection at his own cost. The contractor shall also arrange and effort all facilities at his own cost for the purpose of Inspection and test of all or any of the components of the bearings and metals used therein. Load test of the bearings shall be carried out at contractor's cost, if considered necessary by the Engineer.
- 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 S.E. Railway or their Authorized Representative without any extra cost to BBJ.
- d) **INSPECTION CALL LETTER** should be sent by the Bearing Manufacturer at least **07 (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.

17. 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.

18. REJECTION/ REPLACEMENT:

Notwithstanding the fact that the materials have been duly inspected and covered by Dispatch Memo, the supplier shall arrange for replacement/ rectification free of cost to BBJ for rejected/ defective components, if any, detected during or after fitment at project site, on receipt of our written advice to that effect. The replacement/ rectification 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 work sites 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.

19. 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.

20. IMPORTANT NOTES:

BBJ reserves the right to:

- 19.1 Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- 19.2 Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- 19.3 Postpone or extend the above mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
- 19.4 May ask for further qualification during techno commercial scrutiny of bids received.
- 19.5 BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- 19.6 BBJ shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.

- 19.7 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.
- 19.8 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.

(A. NEOGI)
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