

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM(P-V)/D-598/ELASTOMERIC-BEARING/IRCON/2147

Date 26.10.2016

(A Government of India Enterprise)
 27, RAJENDRA NATH MUKHERJEE ROAD
 KOLKATA - 700 001 (WEST BENGAL)
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 E-MAIL: ; info@bbjconst.com, bbj@india.com
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| 01. | TENDER NOTICE NO. & Date | NIT/DGM(P-V)/D-598/ELASTOMERIC-BEARING/IRCON/2147 DATE 26th October, 2016 |
| 02. | NAME OF THE WORK | MANUFACTURING, TESTING, INSPECTION, SUPPLY AND DELIVERY OF ELASTOMERIC BEARINGS AS PER RSDO'S DRAWING NOS. RSDO/B-16014/4 WITH ALL FASTENERS I.E. SADDLE BOLTS, ANCHOR BOLTS AND ANCHOR PINS FOR IRCON-CHHATTISGARH PROJECT. |
| 03. | QUANTITY | AS PER BOQ (BOQ-1) |
| 04. | COMPLETION PERIOD | 03 (THREE) MONTHS FROM THE DATE OF ISSUE OF LOI/ ORDER, WHICHEVER IS EARLIER. |
| 06. | COST OF TENDER DOCUMENT (NON-REFUNDABLE) | NIL |
| 07. | 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. |
| 08. | ISSUE OF TENDER DOCUMENT | BETWEEN 26th October, 2016 AND 8th November, 2016 DURING OFFICE HOURS AT BBJ OFFICE. THE TENDER DOCUMENT MAY ALSO BE DOWNLOADED FROM BBJ'S WEBSITE AT 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 WOULD APPEAR ONLY ON THE BBJ WEBSITE AND NOT TO BE PUBLISHED IN ANY NEWS PAPER. |
| 09. | LAST DATE & TIME OF RECEIPT OF TENDER | RECEIPT UP TO 15:00 HRS ON 9th November, 2016 AT BBJ OFFICE. |
| 10. | OPENING OF TENDER (TECHNO COMMERCIAL PART) | ON 9th November, 2016 AT BBJ OFFICE AT 16:00 HRS. |

(A. NEOGI)
DGM(P-V)

INSTRUCTION TO THE BIDDERS

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| 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</u> The tender documents issued to the tenderers duly signed and sealed in each page EXCLUDING BILL OF QUANTITIES (BOQ-1). |
| ii) | <u>TECHNO COMMERCIAL PART:</u> The Techno Commercial Part should contain the following documents, which to be submitted with the offer: (a) Only Manufacturers are eligible to submit their offer. (b) Copy of VAT/CST Registration Certificate. (c) Copy of PAN CARD (iv) 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) | <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". 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 and/or tenders with Deviations 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. | 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) **04 SPAN SET ELASTOMERIC BEARING** [each set comprising of 2 nos. fixed bearings and 2 nos. free bearings] for 12.2M Girder based on RDSO's drawing no. RDSO/B-16014/4 with all fasteners i.e. Saddle Bolts, Anchor Bolts and Anchor Pins.
- 2.0 Sizes/ Dias of Saddle Bolts, Anchor Bolts and Anchor Pins: As per RDSO's drawing no. RDSO/B-16014/4.
- 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 12.2M span bearings are 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's Dwg. No. RSO/B-16014/4 (Bearing Dwg.)

SPECIAL CONDITION OF CONTRACT

1. ELIGIBILITY CRITERIA:

i) **Technical Qualifications Criteria:**

Elastomeric Bearings:

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 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 IRCON INTERNATIONAL LIMITED 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 shall mean IRCON INTERNATIONAL LIMITED, New Delhi having its Registered Office at Plot No. C-4, District Centre, Saket, New Delhi-110017 and shall include their representatives, successors and permitted assigns.

SPECIAL CONDITION OF CONTRACT

3. **Delivery Schedule:** Delivery to be made within **03 (three) months** from the date of LOI/Order, whichever is earlier. The destination for delivery of the Bearings will be:
- (i) **Bridge site at Chhattisgarh (Bridge Nos. 24, 17 & 6A – in between Kharsia and Gurda new line under South East Central Railway), near Kharsia town.**

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, Excise Duty, VAT/CST, any other taxes & duties, as applicable and delivery charges 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 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. **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.

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

7. 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 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.

8. 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 only from the 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:

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- 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.

9. 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.

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. 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.

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 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 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.

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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.

13. 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.

14. INSPECTION OF WORKS

IRCON INTERNATIONAL LIMITED'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.

15. INSPECTION/ TESTING/ TEST CERTIFICATES:

a) The acceptance of material is subject to Inspection/ Testing by IRCON INTERNATIONAL LIMITED 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.

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- 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 IRCON INTERNATIONAL LIMITED or their Authorized Representative without any extra cost to BBJ.
- d) **INSPECTION CALL LETTER** should be sent by the Bearing Manufacturer at least **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.
- f) "ENGINEER" shall mean the IRCON INTERNATIONAL LIMITED, New Delhi having its Registered Office at Plot No. C-4, District Centre, Saket, New Delhi-110017 and shall include their representatives, successors and permitted assigns.

16. 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.

17. 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.

18. 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.

19. IMPORTANT NOTES:

BBJ reserves the right to:

SPECIAL CONDITION OF CONTRACT

- 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.

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM(P-V)/D-598/ELASTOMERIC-BEARING/IRCON/2147

Date 26.10.2016

CHECK LIST

ANNEXURE-A

PAGE-1

| SL. NO. | DESCRIPTION | REMARKS | DOCUMENTS ATTACHED BY THE BIDDER |
|---------|--|---|----------------------------------|
| 1. | TECHNO-COMMERCIAL BID | | |
| a) | The Tender shall be signed by the person legally authorized to enter into commitment on behalf of the Tenderer. | A Letter in this effect to be submitted by the bidder. | |
| b) | Cost of Tender Document | Original D.D./ Pay order or Photo-copy of BBJ's Money receipt to be attached. | |
| c) | The Original / Downloaded Tender document issued to the bidders (Excluding BILL OF QUANTITY -BOQ) duly signed and sealed in each page. | All the documents to be signed and sealed with company' seal. | |
| d) | Documents in support of ELIGIBILITY CRITERIA as mentioned in Clause No. 3 above. | All the documents to be signed and sealed with company' seal. | |
| e) | Copy of PAN number and VAT registration number should be furnished along with the Techno-commercial bid. | All the documents to be signed and sealed with company' seal. | |
| f) | Company's audited Balance Sheet for last 3 (three) years. | Last three years audited balance sheet to be attached. | |
| h) | Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees FIFTY THOUSAND only), in the form of pay order/demand draft drawn in favor of "The Braithwaite Burn and Jessop Construction Co. Ltd." and payable at Kolkata. | Original E.M.D. to be attached. | |
| 2. | PRICE BID | | |
| a) | Properly filled up BILL OF QUANTITY (BOQ-1) issued to the bidders in the tender document duly sealed and signed | Original BOQ-1 duly signed and sealed | |

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM(P-V)/D-598/ELASTOMERIC-BEARING/IRCON/2147

Date 26.10.2016

BOQ-1

BILL OF QUANTITIES

| Sl. No | Item Description | Qty. | Unit | Base Rate | Excise Duty | VAT/ CST | Delivery (if any) | Total Unit Rate | Amount |
|--------------|---|--------------|----------|-----------|-------------|----------|-------------------|-----------------|--------|
| 01 | ELASTOMERIC BEARING [each set comprising of 2 nos. fixed bearings and 2 nos. free bearings] for 12.2M Girder as per RSDO's drawing no. RDSO/B-16014/4 with all fasteners i.e. Saddle Bolts, Anchor Bolts and Anchor Pins as per approved Technical Specifications including all material, labour & machineries etc. | 04 (four) | Span set | | | | | | |
| TOTAL | | | | | | | | | |

(A. Neogi)
DGM(P-V)