

Bharat Bhari Udyog Nigam Limited  
( A Govt. of India Enterprise )

By order of the Govt., The Braithwaite Burn and Jessop Construction Co. Ltd. (A Govt of India Undertaking) stands amalgamated with Bharat Bhari Udyog Nigam Limited (A Govt of India Enterprise) w.e.f. 10.07.2015.

**Regd. Office:**26. Raja Santosh Road, **Corporate Office:** 27,Rajendra Nath Mukherjee Road  
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**Correspondences may be addressed to the corporate office.**

## **NOTICE INVITING TENDER**

1.	TENDER NOTICE NO	BBUNL/TS/D-1334/MOTOR AND PUSH TROLLEY/3112/2132
2.	TENDER NOTICE DATE	31.08.2015
3.	SCOPE OF SUPPLY	ONE NO.- LIGHT WIEIGHT MOTOR TROLLEY AND ONE NO.- PUSH TROLLEY. RDSO APPROVED VENDORS OF THE RESPECTIVE ITEMS ARE ONLY ENTITLED TO SUBMIT THEIR OFFER AGAINST THIS NIT.
4.	DELIVERY PERIOD	Within 30 days from the date of LOI/ORDER.
5.	COST OF TENDER	NIL
6.	EARNEST MONEY DEPOSIT	An amount of <b>Rs.5,000.00</b> (Rupees five thousand only) 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. The EMD amount of successful bidder will be released within 30 days after completion of total supply/service without any interest subject to receipt of request from the successful bidder. The Units registered with National Small Industries Corporation(NSIC) are exempted from payment of EMD subject to :- (a). The NSIC Registration Certificate still remains valid up to the date of validity

TENDERER(S)

BBUNL

		quotation (b). The bid is accompanied with a copy of valid NSIC Registration Certificate. (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.
7.	ISSUE OF TENDER DOCUMENT	FROM 31.08.2015 TO 07.09.2015 DURING OFFICE HOURS FROM BBJ HEAD OFFICE.
8.	LAST DATE OF SUBMISSION	UPTO 11.30 A.M. ON 08.09.2015
9.	OPENING OF TENDER (TECHNO-COMMERCIAL BID)	AT 2.30 P.M. ON 08.09.2015 AT CORPORAT OFFICE, KOLKATA.

(Tapas Sen)

TENDERER(S)

BBUNL

**INSTRUCTION TO THE BIDDERS**

1.	<b><u>SUBMISSION OF BID :</u></b> Tenders to be submitted in two parts: -
a)	<b><u>TECHNO-COMMERCIAL PART: -</u></b> The techno-Commercial will consists of the following:
i)	<b><u>TENDER DOCUMENT EXCLUDING BOQ-1</u></b> The tender documents issued to the tenderers duly signed and sealed in each page <b>EXCLUDING BILL OF QUANTITIES (BOQ-1)</b> .
ii)	<b><u>TECHNO COMMERCIAL PART :-</u></b> The Techno Commercial Part should contain Product Literature / Technical Details of the machine, offered against our requirement. The bidders (only approved RDSO approved vendors of the specific required item) who will quote against this NIT or our website display they should submit the copies of purchase orders/ paid bills/completion certificate for similar item towards experience of last five years ending on 31.12.2014 and copy of VAT Registration Certificate along with copy of valid Trade License and PAN Card. The bidders shall also submit the Audited / C.A. Certified Balance Sheet and Profit & Loss Accounts for the last three years ending 31.03.2015. For RDSO approved vendors, they must submit their valid RDSO Certificate and application for renewal, if any.
v)	<b><u>LIST OF DEVIATIONS:</u></b> The Tenderer must submit the list of deviations from the tender conditions, if any, as per <b>ANNEXURE -A</b> enclosed in this tender document.
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 " <b>TENDER NOTICE NO.</b> " and " <b>PRICE PART</b> ". Make and Model No of the machine to be mentioned in the price bid. The above ' <b>TECHNO-COMMERCIAL PART</b> ' and ' <b>PRICE-PART</b> ' to be put in a sealed envelope super scribing " <b>TENDER NOTICE NO.</b> " 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.	<b>VALIDITY OF TENDER: – 90 (NINETY) days</b> from the date of opening of tender or for a further period if mutually accepted.

## SPECIAL CONDITION OF CONTRACT

### 1) SCOPE OF SUPPLY:-

- (a). LIGHT WEIGHT MOTOR TROLLEY = 01 NO. } **As per RDSO**
- (b). LIGHT WEIGHT PUSH TROLLEY = 01 NO. } **Specifications.**
- (c). **Instruction Manuals :-**
- Each machine shall be supplied with a complete kit of tools and spare parts required by the operator in emergency and for normal working of the machine
  - Detailed operating manual, maintenance, safety and service manuals shall be specifically prepared and three copies of the same shall be supplied with each machine.
  - Frequency of various maintenance operations like servicing, overhauling etc. shall be indicated by the system
- (d). **Spare Parts :-**
- The expected life of the components should be indicated along with their condemning limits. The machine should be supplied with the necessary spare parts for the operation and maintenance for a period of two years. The spare parts required should be detailed in a separate list indicating description, part number, quantity and possible source of procurement.
  - The manufacturer shall be responsible for the subsequent availability of spares to ensure trouble free service during the life time of the machine
- (e). **Maker's Test Certificate :-** Copies of the maker's certificate guaranteeing the performance of the machine should be supplied in duplicate alongwith the delivery of the each machine.
- (f). **Guarantee :-** Any part of the machine failing or providing unsatisfactory in service due to defective design, material or workmanship within 12 months from the date of supply shall be replaced by the supplier at his own expenses. Should any design modifications be made in any part of the equipment 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.
- (h). **Service Engineer :-** The contractor/supplier shall provide at reasonable cost the service of competent engineers during the guarantee period. The service engineers shall be available for instructions to operating, repair and maintenance staff.
- (i). **Inspection :-** The inspection of the machines shall be carried out by the purchaser or any other agency authorised by the

purchaser. The inspection procedure and the test scheme should be submitted to the purchaser for approval. The cost of inspection and testing required by the purchaser shall be borne by the supplier.

(j). **Training** :- Adequate training in operation and maintenance of the machine shall be imparted to Railway Operators at the rate of one operator per machine.

2) **DELIVERY PLACE & PERIOD:** - Delivery to be made at our Ganga Bridge Site, Munger (Bihar) within 30 days from the date of order.

3) **PRICE:**

a) The price to be quoted on the basis of delivery of material at our Ganga Bridge Site, Munger (Bihar). Entry Tax will be borne by BBJ.

b) The Price shall remain firm and shall not attract any escalation whatsoever till completion of entire scope of supply.

c) 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.

4) Installation and Demonstration to be made at our Ganga Bridge Site, Munger (Bihar).

5) **Security Deposit** :- 10%(Ten) of the order value in the form of Demand Draft / Bank Guarantee / Pay Order to be submitted before receiving the order. The Security Deposit amount shall remain valid up to the guarantee/warranty period.

6) **TAXES & DUTIES:**

The price to be quoted by the bidders must include all taxes and duties and other levies for the entire scope of work. Entry Tax will be borne by BBJ.

7) **EXCISE DUTY GATE PASS**

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

8) **PAYMENT TERMS:**

(a). No advance payment shall be paid.

(b). 90% of the value of the machine/equipments along with full Taxes & Duties and Freight Charges shall be made on receipt of the Machine in The BBJ Construction Co. Ltd. in good condition. The bill for 90% payment shall accompany with Inspection Certificate and Despatch Documents. Balance 10% of the value of the equipment shall be made on successful commissioning and trial run for at least 2 weeks. All payments shall be released within 30 days from the date of submission of bill with relevant documents.

9) **LIQUIDATED DAMAGE:**

If you fail to complete total supply as per our order within stipulated period, 0.5% of order value will be deducted from your bill for per week of delay subject to maximum of 5% of order value.

TENDERER(S)

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10) **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 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 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.

11) **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.

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TENDERER(S)

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**ANNEXURE - A**

**LIST OF DEVIATIONS**

SL. NO. (1)	BBJ NIT TENDER CLAUSE NO. (2)	BIDDER'S DEVIATED CONDITIONS (3)

NOTE: IN CASE OF NO DEVIATIONS FROM BBJ TENDER CONDITIONS, THE TENDERER MUST STRIKE OUT THE COLUMN (3) ABOVE & WRITE NIL DEVIATION;

TENDERER(S)

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## PRICE PART

### BILL OF QUANTITIES

SL. NO.	DESCRIPTION OF ITEMS	UNIT	QNTY	RATE (Rs.) (IN FIG. & WORDS)	AMOUNT (Rs.) (IN FIG. & WORDS)
1.	LIGHT WEIGHT MOTOR TROLLEY – AS PER RESO SPECIFICATION.	No.	01(ONE) complete set		
2.	LIGHT WEIGHT PUSH TROLLEY – AS PER RDSO SPECIFICATION.	No.	01(ONE) complete set		
	Taxes & Duties (if any)				To be specified

**Notes :-** Entry Tax will be borne by BBJ

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