

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM (P-V)/RAIL PILING/MOU-BNDM/2146/3127

DATE: 25.02.2016

(A Government of India Enterprise)
 27, RAJENDRA NATH MUKHERJEE ROAD
 KOLKATA - 700 001 (WEST BENGAL)
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TENDER NO.	NIT/DGM(P-V)/RAIL PILING/MOU-BNDM/2146/3127	DATE	25.02.2016
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01.	NAME OF THE WORK	RAIL PILING IN SIDE SLOPES OF EMBANKMENT ON THE BRIDGE APPROACH BANKS FOR BRIDGE NOS.150 (SPAN 3X12.2M COMPOSITE GIRDER), 156 (SPAN 1X24.4M COMPOSITE GIRDER), 162 (SPAN 3X12.2M COMPOSITE GIRDER), 166 (SPAN 1X24.4M COMPOSITE GIRDER), 168 (SPAN 2X12.2M COMPOSITE GIRDER) & 184 (SPAN 4X18.3M COMPOSITE GIRDER) IN CHAKRADHARPUR DIVISION OF S. E. RAILWAY.
02.	QUANTITY	AS PER BOQ
02.	COMPLETION PERIOD	4 (FOUR) MONTHS FROM DATE OF LOA OR WORK ORDER WHICHEVER IS EARLIER.
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
04.	EARNEST MONEY DEPOSIT	Rs.10,000/- (RUPEES TEN THOUSAND ONLY) BY PAY ORDER/ DEMAND DRAFT IN FAVOUR OF "THE BRAITHWAITE BURN & 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.
05.	ISSUE OF TENDER DOCUMENT	BETWEEN 26.02.2016 AND 03.03.2016 DURING OFFICE HOURS AT BBJ OFFICE. THE TENDER DOCUMENT MAY ALSO BE DOWNLOADED FROM website: 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 WOULD APPEAR ONLY ON THE BBJ WEBSITE AND NOT TO BE PUBLISHED IN ANY NEWS PAPER.
06.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 11.30 AM ON 04.03.2016 AT BBJ OFFICE.
07.	OPENDING OF TENDER (TECHNO COMMERCIAL PART)	ON 04.03.2016 AT BBJ OFFICE. AT 3:00 P.M.

TENDERER

BBJ

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INSTRUCTION TO BIDDERS

1.SUBMISSION OF TENDER” shall be read in conjunction with General Commercial Terms and conditions and any other documents forming part of this Tender Document wherever the context so requires. Notwithstanding the sub-division of the documents into the separate section, every part of each shall be deemed to be supplementary to and complementary to every other part and shall be read with the document so far as it may be practicable to do so wherever it is mentioned that the Sub-Contractor shall perform certain work or provide certain facilities, it is understood that the Sub-Contractor shall do so at their cost.

2. LANGUAGE

Bids and all accompanying document shall be in English. In case any accompanying documents are in other language, it shall be accompanied by an English translation. The English version shall prevail in matter of interpretation.

3. ELIGIBILITY CRITERIA

Experience of having successfully completed any civil works during last 7 years.

4. SUBMISSION OF BID

a) All the pages of the Tender document to be signed with Company’s seal by the bidders. The rates in the appropriate space in the **BILL OF QUANTITY (BOQ)** of the tender should be properly filled in both in figures and words. No overwriting, use of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry to be signed and sealed with Company’s seal. In the event of any difference between figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender.

b) The Tender shall be signed by the person legally authorized to enter into commitment on behalf of the Tenderer. All the pages of the Tender Document to be signed with Company’s seal by the Tenderer. Tenders to be submitted in single part.

c)The above sealed envelope super scribing **“TENDER NOTICE NO./NAME OF WORK”** to be submitted to BBJ. Please refer CHECK LIST (Annexure-III) in this regard.

5. EXEMPTION FOR MICRO & SMALL ENTERPRISES:

i) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given following benefits.

a) Issue of Tender set free of cost

b) Exemption from payment of Earnest Money Deposit

i) Firms registered with NSIC under its “Single Point Registration Scheme”.(Exemption will apply only to items / service indicated under description of work / supplies / services & value up to which the firms are registered with NSIC). To obtain above benefits, firms should necessarily submit valid copy of the Registration Certificate issued by NSIC. Firms in the process of obtaining NSIC Registration will not be considered for the benefits.

6. All costs and expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the Tenderer and BBJ shall bear no liability whatsoever on such cost expenses.

7. Conditional tenders may be rejected and no additional clause will be entertained.

TENDERER

BBJ

INSTRUCTION TO BIDDERS

8. 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 /bidders. In such case L1 bidder will get at least 60% of the total quantity.**

9. CURRENCIES OF BID AND PAYMENT

The Tenderer shall submit his price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

10. All duties, taxes, fees and other levies payable by the Sub-Contractor under the contract or any other cause shall be included in the quoted prices.

As the place of work execution is in the state of ODISHA, the successful bidder must get themselves registered with all tax and statutory authorities as per applicable laws of the state of ODISHA immediately on award of work and prior to start of work. No waybill/ road permit will be issued by us for bringing their own materials/ plants etc to site or return of the same.

11. VALIDITY OF TENDER

90(Ninety) days from the date of opening of tender or for a further period if mutually accepted. BBJ reserves the right to ask for the extension of validity, if any.

12. In case of ambiguities within clauses of different sections of this tender document, the order of preference will be in the following manner:

1ST: INSTRUCTIONS TO THE BIDDERS.

2ND: SCOPE OF WORK.

3RD: SPECIAL CONDITION OF CONTRACT.

4TH: TECHNICAL SPECIFICATION.

5TH: BILL OF QUANTITIES.

6TH: GENERAL CONDITION OF CONTRACT.

7TH: INDIAN STANDARDS.

13. General Arrangement (G.A.) drawing is not attached with this tender document. The bidders may see the General Arrangement drawing at BBJ's office at 27, R.N. Mukherjee Road, Kolkata-700 001 during Office hours till last date of issue of Tender.

14. Site Visit: - Before quoting, bidder must visit the place. Bidder should ensure/understand the nature of jobs to be executed by him. Accordingly, the bidder must give a declaration (**As per Annexure-IV**) separately in the Techno-commercial Bid that he has understood the job(s) and the obligations to be performed under the contract, if, awarded, and rates quoted accordingly. Afterward, no claim for increase of rate shall be accepted by BBJ on any ground.

SCOPE OF WORK

SOW-1

1.0	JOB CONTENT: (IN GENERAL, BUT MAY NOT BE LIMITED TO)
i)	Rail piling work as per BOQ.
ii)	Making necessary arrangement at site to ensure all safety and security of existing bridge embankment, piers, site personnel, Plant & Machineries, materials etc.
iii)	Receipt of Free-issue materials (Rails) from BBJ at Site and laying /stacking the items properly. No lead and lift will be extra for shifting the same to working point.
iv)	Arranging necessary inspection and getting the subject work approved by BBJ/ S.E. Railway or their Authorized Representative.
(2)	<u>SCOPE OF SUPPLY OF THE SUB-CONTRACTOR</u> (TO BE INCLUDED IN THE QUOTED PRICE)
i)	Plants & Machineries for Rail piling.
ii)	SUPERVISION for the subject work.
iii)	Gas, Fuel & Lubricant required for contractor's own machine / equipments only to be in contractor's scope.
(3)	FREE SUPPLY OF MATERIAL/FACILITES BY BBJ TO SUB-CONTRACTOR FOR RAIL PILING WORK AT MANOHARPUR SITE:
i)	BBJ will provide free of cost SUITABLE LAND near bridge site, if available for setting up Sub-Contractor's hutment and store.
ii)	BBJ will not provide accommodation / Tent for workmen and staffs at site.
iii)	Drawings will be issued by BBJ.

SPECIAL CONDITION OF THE CONTRACT

1.	<u>JOB CONTENT:</u>
a)	Rail piling work as per BOQ-1.
2.	<u>DATE OF COMMENCEMENT:</u> The date of commencement will be considered the date of issue of LETTER OF INTENT (LOI) OR WORK ORDER WHICHEVER IS EARLIER.
3.	<u>DELIVERY SCHEDULE:</u>
a)	The Sub-Contractor has to start mobilizing plant, machinery, manpower work can be started at site within 07 days from the date of LOI/ Order.
b)	Work are to be completed in all respect within a time frame of 4 (four) months including monsoon from the date of commencement as stated above. This includes the Mobilization Period.
4.	<u>MEASUREMENT:</u> Irrespective of whatever written in this tender documents, measurement of works for payment will be as per approved by BBJ/ S.E. Railway.
5.	<u>EARNEST MONEY:</u> The Earnest Money deposit of the successful bidder shall be retained towards part of the Security Deposit to facilitate the due and faithful fulfilment of the contract.
6.	<u>SECURITY DEPOSIT:</u>
a)	An amount equal to 5% (five) of the certified bill value of each R/A bill will be retained towards Security Deposit which will be released after completion of Maintenance /Defect Liability period.
b)	The Earnest Money of the successful bidder shall be converted to initial Security Deposit, as elaborated in Clause No.5 above.
c)	The Security Deposit deducted from the R.A. bills including initial Security Deposit will be released after completion of Defect Liability /Maintenance Period. The Security Deposit may be released against submission of B.G. of equivalent amount as per discretion of BBJ. The B.G. as mentioned above will be valid till the defect liability/ maintenance period of 12 (TWELVE) months from the date of completion of the entire work as per order.
7	<u>DEFECT LIABILITY PERIOD /MAINTENANCE PERIOD</u> The Sub-Contractor shall fully guarantee 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 work, the work shall upon notification of deficiency/ defect be promptly rectified by the Sub-contractor to the satisfaction of BBJ/ S.E. Railway or any Inspection Agency nominated by BBJ/ S.E. Railway without any delay and at no extra cost to BBJ. If the Sub-contractor 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 Sub-Contractor's risk and cost.

SPECIAL CONDITION OF THE CONTRACT

8.	<u>R.A.BILLS:</u> R. A. Bills for work done in a particular month will be submitted monthly along with Inspection Certificates and other relevant Documents.
9.	<u>SUBMISSION & PAYMENT OF BILLS:</u> All the bills as mentioned above are to be submitted at Site and the payments will be made from BBJ corporate office at Kolkata.
10.	<u>PAYMENT TERMS:</u>
a)	95% (ninety five) against RA bill within 15 days from the date of submission of clear bill duly certified by Site-In-Charge/BBJ, Manoharpur Site.
b)	05% after one months from the date of completion of work and final reconciliation of materials.
c)	Deduction on account of Security Deposit as per clause no.6 above will be effected from the above payments mentioned in clause no. 10(a) & (b) above.
11.	<u>PRICE VARIATION:</u> This is a fixed rate contract and no price variation / adjustment on any account is admissible during the tenure of the contract including extended time, if any, granted by BBJ. PRICE SHALL REMAIN FIRM FOR THE ENTIRE SCOPE OF WORK.
12.	<u>TAXES & DUTIES:</u> Sub-Contractor's price should include all taxes & duties applicable for execution of the subject work.
13.	<u>MATERIAL RECONCILIATION:</u>
a)	Wastage will be allowed in consumption of material or as agreed by BBJ.
14.	<u>TIME EXTENSION:</u> If there is delay for reasons not attributable to the Sub-Contractor, BBJ, upon receipt of written request from the Sub-Contractor may extend the Completion time as suitable and fit reasonable to BBJ. No extra claim other than granting suitable extension of time of delivery of Sub-Contractor will be entertained in such cases of time extension being granted.
15.	<u>CLAIM/ EXTRA WORKS:</u>
a)	No claim will be tenable in case there is delay in providing facilities/services/supply by BBJ.
b)	In case any extra works are to be carried out by the Sub-Contractor as per instructions of Site-In-Charge/BBJ, Manoharpur Site, the rate of the same will be derived:
i)	From the rate of the existing similar items;
iii)	However, BBJ's decision for the above will be final and binding on the Sub-Contractor in this regard.
16.	<u>IDLE CHARGES:</u>
	NO IDLE CHARGES for Labour, Plant, Establishment etc. is tenable under this contract for whatsoever the reasons be.

SPECIAL CONDITION OF THE CONTRACT

17.	<p><u>SUB-LETTING:</u> The Sub-contractor shall not sub-let any part of the job as detailed in the Scope of Work of this tender document. In case it is felt absolutely necessary, the same may be allowed subject to prior written approval from Site-In-Charge/ BBJ, Manoharpur Site.</p>
18.	<p><u>LIQUIDATED DAMAGE:</u> Failure to achieve overall completion (Clause No. 4 & 18 of SCC): 0.5% (half) of the order value per week subject to a maximum of 05% (five) of the total order value.</p>
19.	<p><u>ARBITRATION</u> In the event of any questions arising out of the Contract or ancillary/ incidental 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 within 30 days of its occurrence shall first be referred to the said authority for conciliation and/or determination by the said authority if at all any disputes or difference is existing , the findings of the said authority should be accepted by parties to the contract, 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 shall 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 and 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 under the Contract of Arbitration.</p>

SPECIAL CONDITION OF THE CONTRACT

20.	<p><u>RISK PURCHASE</u> <u>TERMINATION OF CONTRACT</u></p> <p>a) If the Sub-Contractor persistently disregard the instructions of BBJ/S.E.RLY or whatever any of the providers of the contract and fails to adhere to the agreed programme by a margin of 10% (Ten) of the stipulated period or failed to deploy competent or additional staff and labourers as required by BBJ for project crashing, BBJ shall be at liberty terminate the contract in full or part as would be applicable by issuing first seven days and then 48 hours notice.</p> <p>b) In case of failure to complete the work 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. Additional cost if incurred shall be recovered from the Sub-Contractor's bill and Security Deposit.</p>
21.	<p><u>JURISDICTION OF COURT</u></p> <p>The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.</p>

ANNEXURE-I

LIST OF DEVIATIONS

SL. NO.	BBJ NIT TENDER CLAUSE NO.	BIDDER'S DEVIATED CONDITIONS
(1)	(2)	(3)
1.		
2.		
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NOTE: IN CASE OF NO DEVIATIONS FROM BBJ TENDER CONDITIONS, THE TENDERER MUST STRIKE OUT THE COLUMN (3) ABOVE & WRITE NIL DEVIATION;

FORMAT

CERTIFICATE

(ON COMPANY LETTER HEAD)

REF.:

DATE:

SUB: DEPLOYMENT OF WORKMEN AT MANOHARPUR SITE,
MANOHARPUR (ODISHA & JHARKHAND)

REF.: **BBJ WORK ORDER NO. NIT/DGM(P-V)/RAIL PILING/ MOU-**
BNDM /2146/3127 DATED 25.02.2016

This is to certify that we have complied with all the Statutory Obligation for our workmen engaged for the subject work which includes payment of Minimum Wages, P.F. & E.S.I. contribution and other benefits as per prevailing Labour Laws and other Statutes/Rules in the State of ODISHA & JHARKHAND

We hereby indemnify our employer M/s. **THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED** regarding compliance of all Statutory requirement of Labour Laws as stated above. M/s. **THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED** will have no responsibility in this regard.

(Authorized Signatory)
Signature with Office Seal

CHECK LIST

ANNEXURE-III

SL. NO.	DESCRIPTION	REMARKS	DOCUMENTS ATTACHED BY THE BIDDER
1.			
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	NIL	
c)	The Original / Downloaded Tender document issued to the bidders 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	All the documents to be signed and sealed with company' seal.	
f)	Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees TEN THOUSAND only), in the form of pay order/ demand draft drawn in favour of "The Braithwaite Burn and Jessop Construction Co. Ltd." and payable at Kolkata.	Original E.M.D. to be attached.	
g)	LIST OF DEVIATIONS duly filled as per BBJ format.	To be submitted as per BBJ format duly signed & sealed.	
h)	Agency's Familiarization	To be submitted as per BBJ format duly signed & sealed.	
i)	Properly filled up BILL OF QUANTITY (BOQ) issued to the bidders in the tender document duly sealed and signed	Original BOQ duly signed and sealed	

ANNEXURE-IV

AGENCY'S FAMILARIZATION

(ON COMPANY LETTER HEAD)

Name of work: RAIL PILING IN SIDE SLOPES OF EMBANKMENT ON THE BRIDGE APPROACH BANKS FOR BRIDGE NOS.150 (SPAN 3X12.2M COMPOSITE GIRDER), 156 (SPAN 1X24.4M COMPOSITE GIRDER), 162 (SPAN 3X12.2M COMPOSITE GIRDER), 166 (SPAN 1X24.4M COMPOSITE GIRDER), 168 (SPAN 2X12.2M COMPOSITE GIRDER) & 184 (SPAN 4X18.3M COMPOSITE GIRDER) IN CHAKRADHARPUR DIVISION OF S. E. RAILWAY.

I/We hereby solemnly declare that I/we have visited the site of above work and have familiarized myself/ourselves of the working conditions there in all respects and in particular the following:

- Topography of the area and existing Road network (highways & Village, Pucca & Kacha) and availability of Service Roads.
- Soil Conditions at the site of the work.
- Sources and availability of construction material.
- Rates for Construction materials.
- Availability of local labour, both skilled and unskilled and the prevailing labour rates.
- Availability of Water, Electricity and communication facilities.
- Availability of space for putting up labour camps, offices Store Godowns, Engineering yards etc.

Name of Work: RAIL PILING IN SIDE SLOPES OF EMBANKMENT ON THE BRIDGE APPROACH BANKS FOR BRIDGE NOS.150 (SPAN 3X12.2M COMPOSITE GIRDER), 156 (SPAN 1X24.4M COMPOSITE GIRDER), 162 (SPAN 3X12.2M COMPOSITE GIRDER), 166 (SPAN 1X24.4M COMPOSITE GIRDER), 168 (SPAN 2X12.2M COMPOSITE GIRDER) & 184 (SPAN 4X18.3M COMPOSITE GIRDER) IN CHAKRADHARPUR DIVISION OF S. E. RAILWAY.

Sl. No.	Description	Qty	Unit	Rate (Rs.)	Amt. (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
1	Rail piling with contractor's equipments in side slopes of embankment on the Bridge approach banks. BBJ will supply rails. Contractor has to arrange all labour, tools and machinery required for the purpose. Driving of piles is to be done as per the directions of Engineer-in-charge at site. The rate includes all lead and lift and rehandling of rails at site.	2500	Rmt		