

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.

NIT/DGM(P-V)/AN/CS-FITTINGS/2132/3112/Addl/R1

DATE: 17.09.15

(Regd. Office: 26. Raja Santosh Road, **Corporate Office:** 27, Rajendra Nath Mukherjee Road,
Alipore, Kolkata-700027 Kolkata - 700001
Phone: (033)24795535 Fax: 033)24797046 Phone: (033)22485841-44 Fax: 033-22103961
Email: info@bbjconst.com, bbj@india.com, Website: www.bbunl.com, www.bbjconst.com

Correspondences may be addressed to the corporate office

TENDER NO.	NIT/DGM(P-V)/AN/CS-FITTINGS/2132/3112/Addl/R1	DATE	17.09.15
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NOTICE INVITING TENDER

01.	NAME OF THE WORK	SUPPLY OF GALVANIZED AND UN-GALVANISED CHANNEL SLEEPER FITTINGS & FIXTURES AS PER LIST ENCLOSED FOR MUNGER BRIDGE, BIHAR (E. C. Railway).
02.	QUANTITY	AS PER BOQ
03.	COMPLETION PERIOD	75 DAYS FROM DATE OF LOI OR PURCHASE ORDER WHICHEVER IS EARLIER.
04.	COST OF TENDER DOCUMENT	NIL
05.	EARNEST MONEY DEPOSIT	Rs. 25,000/= (RUPEES TWENTY FIVE 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 BBUNL/BBJ MAY ADJUST THE EMD FROM THEIR PENDING BILLS.
06.	ISSUE OF TENDER DOCUMENT	BETWEEN 18.09.2015 TO 26.09.2015 DURING OFFICE HOURS AT BBUNL CORPORATE OFFICE.
07.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 11.00 AM ON 28.09.2015 AT BBUNL CORPORATE OFFICE..
08.	OPENING OF TENDER (TECHNO COMMERCIAL PART)	ON 28.09.2015 AT BBUNL CORPORATE OFFICE AT 3:00 P.M.

(ANIMESH NEOGI)
DGM(P-V)

TENDERER

BBUNL

IB-1

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

- a) Firms must have experience of completion of one work of similar nature i.e. manufacturing and Supply of Steel Channel Sleepers Fittings suitable for Railway Steel Bridges and supplying to Railways / Government organisations. Joint Venture is not permitted for this work.
- b) Experience and past performance on similar contracts for last 2 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. The rates in the appropriate space in the **BILL OF QUANTITIES (BOQ)** should be properly filled, 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.

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INSTRUCTION TO BIDDERS

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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. Tenders to be submitted in two parts as per following:

c) TECHNO-COMMERCIAL PART

The Techno-Commercial bid should contain the following:

i) The Tender document including drawing etc. issued to the bidders (Excluding BILL OF QUANTITY-(BOQ) duly signed and sealed in each page.

ii) Documents in support of ELIGIBILITY CRITERIA as mentioned in Clause No.3 above.

iii) **Copy of PAN number and VAT registration number** should be furnished along with the Techno-commercial bid.

vi) Earnest Money Deposit (EMD) of **Rs. 25,000/=**(Rupees twenty five thousand only), in the form of pay order/ demand draft in favour of "The Braithwaite Burn and Jessop Construction Co. Ltd." and payable at Kolkata. For the case of successful bidder this EMD will be converted to Security Deposit till completion of Defect Liability Period. Regular / existing supplier(s)/ sub-contractor(s) having overdue bills with the Company viz. The Braithwaite Burn and Jessop Construction Co. Ltd. and willing to adjust the same against Earnest Money Deposit, may apply for the same.

The above documents are to be put in a sealed envelope superscribing "**TENDER NOTICE NO. AND TECHNO-COMMERCIAL PART**" to be submitted to BBUNL.

d) PRICE PART

Properly filled up BILL OF QUANTITY (BOQ) issued to the bidders in the tender document duly sealed and signed shall be put in a sealed envelope superscribing "**TENDER NOTICE NO.**" and "**PRICE PART**".

e) The above two sealed envelope i.e. 'TECHNO-COMMERCIAL PART' and 'PRICE-PART' shall be put in a sealed envelope superscribing "**TENDER NOTICE NO./NAME OF WORK**" to be submitted to BBUNL.

TENDERER

BBUNL

INSTRUCTION TO BIDDERS

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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

ii) 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 (valid up to the date of validity of quotation) of the Registration Certificate issued by NSIC. **Firms in the process of obtaining NSIC Registration or renewal will not be considered for the benefits.**

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

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

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 BBUNL. BBUNL 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 BBUNL. BBUNL 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. Only Entry Tax will be borne by BBUNL /BBJ as applicable.

11. VALIDITY OF TENDER

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

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INSTRUCTION TO BIDDERS

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13. 2 nos drawings and specifications (5 pages) are attached with this NIT for manufacturing of channel sleeper fittings. For further details bidders may get in touch with BBUNL Corporate Office at 27, R.N. Mukherjee Road, Kolkata-700 001, Tel (033) 22485841 to 44 during office hours (10am to 1pm and 02pm to 05pm) till last date of issue of Tender.

TENDERER

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SCC-1

SPECIAL CONDITION OF CONTRACT

1.	<u>SCOPE OF WORK:</u> Supplying, fabrication and transportation of galvanized and un-galvanised (as per list enclosed) fixtures and fasteners of steel channel sleepers complete as per approved drawing prepared based on RDSO's drawing no. RDSO/B-1636R and RDSO/B-1636/1 R2 (ALT.-2) including the cost of steel sections all fixtures and fastenings, galvanized M.S. pad plates, elastomeric pads, hook bolts, nut, washers etc. labour, tools and plants and equipments including galvanizing works of all steel components complete in all respect as per special conditions and specifications for steel channel sleeper of railway tender no. 36 of 2008-09 (single) enclosed and BBUNL's stringer drawing no. 2132/121.6M/045 (TYP.) and 2132/31.5M/028 (TYP). A list of each set of channel sleepers fittings are provided by BBUNL. The rate is inclusive of inspection charges of all fixtures and fastenings of steel channel sleeper from reputed laboratories. Fittings should be provided in waterproof and strong box packets to avoid damages during transportation and storing.
2.	<u>TECHNICAL SPECIFICATIONS:</u> Technical specifications for manufacturing of all fittings to be followed as per East Central Railway's (ECR) special conditions and specifications for steel channel sleepers enclosed herewith
3.	<u>INSPECTION /TESTING / TEST CERTIFICATES:</u>
a)	The finished steel channel sleepers fittings are subject to inspection by RITES for steel fittings items and RDSO for rubber fittings items.
b)	All expenses involved for Inspection/Testing shall be borne by the Agency.
c)	The 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 BBUNL/E. C. Railway/RITES/RDSO or their Authorized Representative without any extra cost to BBUNL.
d)	All fittings and fixtures shall be procured from RDSO approved sources as circulated under RDSO's letter no. CF/EF/Policy dt. 13/3/96 as amended up to date. All fittings and fixtures may be inspected by RITES and RDSO as per requirement of Railway and/or authorised representatives.

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SCC-2

SPECIAL CONDITION OF CONTRACT

4.	<u>DELIVERY PERIOD:</u> 75 days from date of LOI or Purchase Order whichever is earlier.
5.	<u>DELIVERY AT:</u> The Braithwaite Burn & Jessop Construction Co. Ltd.(Bharat Bhari Udyog Nigam Ltd.) Ganga Bridge Site, Near Lal Darwaja, Munger, Bihar-811201
6.	<u>EARNEST MONEY:</u> You are to submit Earnest Money of Rs.25,000/= (Rs. twenty five thousand only) in the form of Demand Draft / Pay Order / Banker's Cheque only in favour of "The Braithwaite Burn & Jessop Construction Company Limited" Payable at Kolkata.
7.	<u>PAYMENT:</u>
a)	90% (Ninety) of the accepted rate will be released within 30 days after delivery of steel channel sleepers fittings at Ganga Bridge site, Munger (in phases as per consignment) and submission of bill/challan duly certified by BBUNL representative along with other necessary documentations.
b)	The E.M.D. deposited by the successful bidder will be kept as security deposit & will be released after completion of delivery of total ordered quantity at Munger bridge site, Bihar
c)	Balance 10% (Ten) of the total contract value will be released within 30 days after successful completion of the " PERFORMANCE GUARANTEE PERIOD " of 12 month from the date of supply of Steel Channel Sleepers Fittings.
8	<u>PERFORMANCE GUARANTEE:</u>
a)	On completion of the delivery of the Steel Channel Sleepers fittings to BBUNL, Ganga Bridge Site, Munger, Bihar, the Manufacturer shall be responsible for replacement of spare parts/ items covering the defects attributable to the Steel Channel Sleeper Manufacturer for a further PERIOD OF 12 MONTHS FROM THE DATE OF DELIVERY at Ganga Bridge site, Munger.
b)	The Manufacturer shall make good and remedy at his own expenses within such period as stipulated by BBUNL, any defect which may develop or may be noticed before the expiry of 12 months.

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SPECIAL CONDITION OF CONTRACT

c)	In case the manufacturer fails to make adequate arrangements to rectify the defects within seven days after receipt of Notice from BBUNL, necessary arrangements will be made by BBUNL to rectify the defects without further Notice to the Manufacturer and cost of such rectification shall be recovered from the amount kept by BBUNL towards Performance Guarantee.
9.	<u>TAXES & DUTIES</u> : Bidders should clearly indicate in their bid (in the <u>TECHNO-COMMERCIAL PART</u>) the taxes, duties, cess etc considered in the bid and rates/amount thereof. Manufacturer's rate for the above work should be inclusive of all taxes and duties applicable during the tenure of the contract. Entry Tax will be borne by BBUNL / BBJ as applicable.
10	<u>SPLITTING</u> : Due to urgency of project and quantum of job, the total job can be sub-divided to more than one agency at L1 rate as per decision of the BBUNL Management without showing any reason. However, for such case the ratio of splitting will be 60%:40% between L1 & L2 respectively (if divided between L1 & L2 parties only).
11	<u>PRICE VARIATION</u> : NO PRICE-VARIATION OF ANY KIND WILL BE ALLOWED IN THIS CONTRACT under any circumstances. Price shall remain firm for entire scope of work.
12	<u>RISK PURCHASE</u> :
a)	<u>TERMINATION OF CONTRACT</u> : If the Manufacturer persistently disregard the instruction of BBUNL or failed to adhere to the agreed programme by a margin of 10% of the stipulated period, BBUNL shall be at liberty to terminate the contract in full or part as would be applicable by issuing first seven days and then 48 hours notice.
b)	In case of failure to complete the work as per requirement and within the stipulated completion period, BBUNL 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 Manufacturer's bill and Security deposit.
13	<u>LIQUIDATED DAMAGE</u> : If the Manufacturer fails to complete the job within stipulated time period, 0.5% of order value will be deducted from the bill for per week of delay subject to maximum 5% of order value.

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SCC-4

SPECIAL CONDITION OF CONTRACT

14	<u>EXTENSION OF TIME OF DELIVERY</u> There is delay for reasons not attributable to the manufacturer, BBUNL upon receipt of written request justifying such delay from the manufacturer may extend the Delivery period as suitable and fit reasonable to BBUNL. No extra claim of manufacturer will be entertained in such cases of time extension being granted.
15	<u>QUANTITY VARIATION</u> Quantity may vary +/- 25% for which no extra claim of the manufacturer will be entertained.

(Animesh Neogi)
Dy. General Manager (P-V)

TENDERER

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PRICE PART

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BOQ

BILL OF QUANTITIES

SL. NO	DESCRIPTION OF WORK	UNIT	QTY	RATE (Rs.) (in figures and in words)	AMOUNT (Rs.) (in figures and in words)
1	Supplying, fabrication and transportation of galvanized and un-galvanized steel channel sleepers' fittings (fixtures and fastening complete – as per list enclosed) as per approved drawing prepared based on RDSO's drawing no. RDSO/B-1636R and RDSO/B-1636/1 R2 (ALT.-2) including the cost of steel sections all fixtures and fastenings, galvanized M.S. pad plates, elastomeric pads, hook bolts, nut, washers etc. labour, tools and plants and equipments including galvanizing works of all steel components complete in all respect as per special conditions and specifications for steel channel sleeper of railway tender no. 36 of 2008-09 (single) enclosed and BBUNL's stringer drawing no. 2132/121.6/045 (TYP.) and 2132/31.5M/028 (TYP).as per drawing and list of fittings provided by BBUNL. (i) The rate is also inclusive of inspection charges of all components of channel sleepers including all fixtures and fastenings from RITES/ RDSO.	Set	261		

NOTE: The Rate will be inclusive of all Taxes as applicable except Entry Tax. Entry Tax will be borne by BBUNL/BBJ.

(Animesh Neogi)
DGM(P-V)

TENDERER

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