(A Government of India Enterprises)

27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA- 700 001, West Bengal. Ρ

| h: | (033)2248 5841-44; Fax:(033)2210-3961; | WEB SIT | ГЕ: <u>ww</u> | <u>/w.bbjconst.com;</u> | Email: | info@bbjconst.co | m; |
|----|--|---------|---------------|-------------------------|--------|------------------|----|
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| | | Ν | JC |) | |

NIT/DGM(P-V)/Metallising/Painting/2143

09.08.2016

DATE

NOTICE INVITING TENDER

Sealed Tenders are invited from reputed contractors or agencies for the following work:-

| 1. | NAME OF THE WORK | ENGAGEMENT OF CONTRACTOR / AGENCY FOR SAND BLASTING, METALLISING & PAINTING JOB OF 1X61 MTR. OPEN WEB WELDED STEEL SPAN IN CONNECTION OF NEW BG LINE BETWEEN TALCHER- BIMALGARH, UNDER EAST COAST RAILWAY. | | | |
|----|--|--|--|--|--|
| 2. | QUANTITY | AS PER BOQ | | | |
| 3. | COMPLETION PERIOD | Three (03) Month from the date of LOI or Work Order, which ever is earlier | | | |
| 4. | 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 (SHOULD BE VALID UPTO THE DATE OF TENDER SUBMISSION) ARE EXEMPTED FROM SUBMISSION OF EMD. | | | |
| | | EXISTING CONTRACTORS WORKING WITH BBJ MAY ADJUST EMD FROM THEIR PENDING BILLS AT BBJ. | | | |
| | | EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO INITIAL SECURITY DEPOSIT. | | | |
| 5. | SECURITY DEPOSIT | 5% (FIVE) OF CONTRACT VALUE. | | | |
| | | SECURITY DEPOSIT WILL BE DEDUCTED FROM EACH CERTIFIED BILL VALUE. | | | |
| | | SECURITY DEPOSIT WILL BE RETAINED UPTO MAINTENANCE/DEFECT LIABILITY PERIOD. | | | |
| 6. | ISSUE OF TENDER DOCUMENT | BETWEEN 09.08.2016 AND 22.08.2016 DURING OFFICE HOURS AT BBJ OFFICE. THE TENDER DOCUMENMENT MAY ALSO BE DOWNLOADED FROM website: <u>www.bbjconst.com</u> or <u>www.eprocure.gov.in</u> (CPP PORTAL). "CORRIGENDUM", IF ANY. WOULD APPEAR ONLY ON THE BBJ'S WEBSITE. | | | |
| 7. | LAST DATE & TIME OF RECEIPT OF TENDER | RECEIPT UP TO 11.00AM ON 23.08.2016 AT BBJ OFFICE. | | | |
| 8. | OPENDING OF TENDER DOCUMENT | ON 11.30AM ON 23.08.2016 AT BBJ OFFICE. | | | |

(A. NEOGI) DGM(P-V)

TENDERER

BBJ

(A Government of India Enterprises) 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA- 700 001, West Bengal. Ph: (033)2248 5841-44; Fax:(033)2210-3961; WEB SITE: www.bbjconst.com; Email: info@bbjconst.com;

<u>IB-1</u>

INSTRUCTION TO BIDDERS

| 1. | SUBMISSION OF BID : All the pages of the tender document should sign with Company's seal | | | | | | |
|----|---|--|--|--|--|--|--|
| | by the bidders. The rates in the appropriate space in the Bill of Quantities (BOQ) should be | | | | | | |
| | properly filled, both in figures and words. No overwriting, using of correction fluid will be | | | | | | |
| | allowed. Any correction will be done by scoring out the incorrect entry and inserting the new en | | | | | | |
| | 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. | | | | | | |
| 2. | Documents to be submitted with tender document:- | | | | | | |
| a) | Experience certificate pertaining to job of similar nature. The Sub-Contractor should have | | | | | | |
| | completed in last five years at least one similar nature job at project site. Should have successfully | | | | | | |
| | completed painting work in erected steel structure. Copy of relevant document duly signed & | | | | | | |
| | stamped in support of previous experience is to be enclosed. | | | | | | |
| b) | Copy of the following documents duly signed & with official stamped:- | | | | | | |
| | (i) PAN along with Income Tax Return (ITR) for last three (03) years, | | | | | | |
| | (ii) VAT, Central Sales Tax, Excise registration Certificate, | | | | | | |
| | (iii) Provident Fund & ESI Registration Certificate, | | | | | | |
| | (iv) Audited Annual Accounts (Profit & Loss account and Balance sheet) for last 3 years; | | | | | | |
| | (v) NSIC certificate (should be valid up to the date of tender submission) for SSI units. | | | | | | |
| c) | Earnest Money Deposit of Rs 25,000/= (Rupees Twenty five thousand only) in the form of | | | | | | |
| | Demand Draft or Pay Order drawn in favour of "THE BRAITHWAITE BURN & JESSOP | | | | | | |
| N | CONSTRUCTION COMPANY LIMITED" Payable at "Kolkata". | | | | | | |
| d) | PRICE PART : The tenderer should submit properly filled up Bill of Quantity (BOQ) with | | | | | | |
| | official stamp & sign. All duties , taxes , fees and other levies , payable by the Sub-Contractor | | | | | | |
| | under the contract or any other cause, shall be included in their quoted price. Document, as mentioned above i.e. 2(a) to 2 (d), are to be put in sealed envelop superscribing | | | | | | |
| e) | "TENDER NOTICE NO. & Date" mentioning Last date of submission of tender. | | | | | | |
| 3. | Conditional tenders shall straightway be rejected and no additional clause will be | | | | | | |
| з. | entertained. | | | | | | |
| 4. | BBJ reserves the right to accept/reject any or all of the tenders without assigning any reason | | | | | | |
| ч. | whatsoever. BBJ also reserve the right to split the scope of work into more than one sub- | | | | | | |
| | contractors in the ratio of 60%:40% between L1 & L2 bidders (provided L2 bidder accepts L1 | | | | | | |
| | rate) respectively without assigning any reason. No claim will be entertained on account of this. | | | | | | |
| 5. | <u>VALIDITY OF TENDER</u> – 90 (Ninety) days from the date of opening of tender or for a | | | | | | |
| 0. | further period if mutually accepted. | | | | | | |
| 6. | <u>COMPLETION TIME</u> – The entire work should be completed within three (03) months from | | | | | | |
| 0. | the date of LoI/Work Order, whichever is earlier. | | | | | | |
| 7. | PREFERENCE OF DOCUMENTS: In case of ambiguities, order of preference is as follows: | | | | | | |
| | 1 st : INSTRUCTIONS TO THE BIDDERS. | | | | | | |
| | 2 ND : SCOPE OF WORK. | | | | | | |
| | 3RD: SPECIAL CONDITION OF CONTRACT. | | | | | | |
| | 4 TH : TECHNICAL SPECIFICATION. | | | | | | |
| | 5 TH : BILL OF QUANTITIES. | | | | | | |
| | 6 TH : INDIAN STANDARDS. | | | | | | |

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<u>SOW-1</u>

SCOPE OF WORK

| 1. | JOB CONTENT: (IN GENERAL, BUT MAY NOT BE LIMITED TO) | | | | | |
|--|--|--|--|--|--|--|
| (A) | FOR SAND BLASTING, METALLIZING AND PAINTING WORK AT TALCHE | | | | | |
| V - V | BRIDGE SITE, TALCHER, ORISSA. | | | | | |
| The job to be carried out in accordance to the BOQ and as per advise by ou | | | | | | |
| | and also consists of the followings: | | | | | |
| (i) | (a) Surface cleaning and Sand blasting; | | | | | |
| (-) | (b) Spray metallising by Aluminium wire; | | | | | |
| | (c) Immediately after spray of aluminium metallising, First coat of Etch Primer (Base+oil) to be | | | | | |
| | applied; | | | | | |
| | (d) The second coat shall be Zinc Chromate primer to IS:104 (20 micron film thickness); | | | | | |
| | (e) The third coat shall be Aluminium Paint to IS:2339 (15 micron film thickness); | | | | | |
| | N.B. - Details of procedures for sand blasting and metallising and painting along with IS | | | | | |
| | specifications of consumables are detailed in Technical Specification. | | | | | |
| (ii) | | | | | | |
| (1) | tackles etc. The contractor will supply all the consumables as per specifications. The contractor shall | | | | | |
| | also supply sand, gas, oil and lubricants, Aluminium wire and etch primer for metallising. The rate in | | | | | |
| | BOQ shall be inclusive of above free supply items. The testing expenses, as instructed by East Coast | | | | | |
| | Railway of above items, are to be borne by the contractor. | | | | | |
| (iii) | Establishing Sub-contractor's own Site Office, Store & Security arrangement at site duly approved by | | | | | |
| (11) | Site-In-Charge/BBJ. Making necessary arrangement at site to ensure all safety and security of site | | | | | |
| | personnel, Plant & Machineries, material etc. | | | | | |
| (iv) | Receipt of fabricated materials from BBJ at Metallising/Painting Yard and laying/stacking the items | | | | | |
| (11) | properly | | | | | |
| (v) | Sand Blasting, Metallising and Painting as per requirement and as per technical specification. | | | | | |
| (vi) | | | | | | |
| (vii) | To undertake all testing as specified in the Technical Specification of this tender document. | | | | | |
| (viii) | Arranging necessary testing & inspection and getting the subject work approved by BBJ/ East Coast | | | | | |
| () | RAILWAY or their Authorised Representative. | | | | | |
| (ix) | All cost and expenses incidental to pre-tender site visit, pre-award discussion with BBJ shall be to the | | | | | |
| () | account of the tenderer & BBJ shall bear no liability on such cost expenses. | | | | | |
| (B) | SCOPE OF SUPPLY OF THE SUB-CONTRACTOR:- | | | | | |
| (-) | (TO BE INCLUDED IN THE QUOTED PRICE) | | | | | |
| (i) | All labour, equipments, machineries, tools & tackles etc. required for execution of the work. | | | | | |
| (ii) | Supervision for the subject work. | | | | | |
| (iii) | Sand and Metallising wire as per East Coast Railways technical specification enclosed (to be | | | | | |
| | procured from manufacturers approved by BBJ/ East Coast RAILWAY and no claim will be | | | | | |
| | entertained by us). Supply of Manufacturer's Test Certificates for metallising wire. | | | | | |
| (iv) | | | | | | |
| (v) | All consumables like spray gun, paint brush etc., whatsoever required for proper execution of the | | | | | |
| | work to be supplied by sub-contractor. | | | | | |
| (vi) | | | | | | |
| (vii) | Providing thickness measuring gauge as specified in Technical Specification of this tender document. | | | | | |
| (C) | FREE SUPPLY BY BBJ TO SUB-CONTRACTOR AT TALCHER PROJECT SITE:- | | | | | |
| (i) | BBJ will provide free service of crane for handling and re-handling of fabricated components. | | | | | |
| (ii) | BBJ will also supply paints for 2 nd coat primer (Zinc Chromate to IS:104) and 3 rd Coat aluminium paint | | | | | |
| | to IS:2339 at free of cost. BBJ will not provide any staying arrangement for contractor's labour. | | | | | |
| (iii) | BBJ will provide free of cost suitable land near work site for set up of sub-contractor's metallising / | | | | | |
| | painting yard. Land will be also given to the sub-contractor free of cost for setting up site office/store. | | | | | |
| | | | | | | |

(A Government of India Enterprises) 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA- 700 001, West Bengal. Ph: (033)2248 5841-44; Fax:(033)2210-3961; WEB SITE: www.bbjconst.com; Email: info@bbjconst.com; TECHNICAL SPECIFICATION

Technical specification of East Coast RAILWAY may be collected from BBJ H.O.

1 SURFACE PREPARATION (FOR ALL TYPES OF PAINTING & METALLISING)

- (i) The Surface of steel shall be free from oil, grease, bituminous materials or other foreign matter and shall provide an adequate key for the sprayed metallic coating. This may be achieved by flame cleaning or by sand blasting. However, the abrasive once use for cleaning heavily contaminated surface should not be reused even through rescreened.
- (ii) Final cleaning is done by abrasives i.e chilled iron grit G.24, as defined in BS:2451 or washed salt free angular silica sand of mesh size 12 to 30 with a minimum of 40% retained on a 20 mesh screen, as detailed below:-
 - (a) Air Pressure: Not less than 2.109 Kg per Sq. cm.
 - (b) **Nozzle position**: At right angles to an approximately 22.5 cm from the surface
 - (c) **Nozzle dia**: Not exceeding 12mm
- (iii) The final surface roughness achieved shall be comparable to roughness with a reference surface produced in accordance with Appendix A of IS:5909 and shall provide an adequate key for subsequently sprayed metal.

2 <u>Metallising:-</u>

- (i) For locations where girders are exposed to corrosive environment i.e. flooring system of open web girders in all cases, girders in industrial sub-urban or coastal areas etc. protection coating by way of metallising may be applied.
- (ii) In metallised protection base metal like zinc or aluminium can be sprayed on the surface prepared by grit/sand blasting for giving such protection, known as metallising

(iii) Metallising process:-

- (a) The sprayed coating shall be applied as soon as possible after surface preparation. The wire method shall be used for this purpose, the diameter of the wire being 3mm or 5mm. The composition of the aluminium to be sprayed shall be preferably in accordance with BS:1475, material 1- B(99.5%) aluminiurn otherwise as per IS:739.
- (b) Clean dry air at a pressure of not less than 4.218 Kg per sq.cm shall be used. The minimum thickness of metal coating applied shall be 115 microns and average thickness 150 microns.
- (c) The specified thickness of coating shall be applied in multiple layers, not less than two. The surface after spraying shall be free from uncoated parts or lumps of loosely spattered metal.
- (d) At least one layer of the coating must be applied within 4 hours of blasting and the surface must be finished to the specified thickness within 8 hours of blasting

3 Finished coat of painting:-

- (i) After the metallising, any oil, grease etc. should be removed by thorough wash with a suitable thinner and allowed to dry for 15 minutes. The painting may be applied by brush or by spray. The first coat shall be wash primer to SSPCPT-353T or Etch primer to IS: 5666.
- (ii) The second coat shall be zinc chromate primer to IS:104. The zinc chrome should confirm to type 2 of IS:51. The 3rd coat shall be aluminium paint to IS: 2339.

4 Inspection:-

- (i) The metal coating shall be checked for thickness by an approved magnetic thickness measuring gauge.
- (ii) The calibration of the gauge should be checked against a standard of similar thickness within an accuracy of 10 percent.

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<u>SCC-1</u>

SPECIAL CONDITION OF THE CONTRACT

| 1. | JOB CONTENT: | | | | |
|----|---|--|--|--|--|
| 1. | Sand Blasting, Metallising and Painting job of 1x61 Mtr. Open Web Welded Steel span in | | | | |
| | connection of new BG line between Talcher-Bimalgarh, at Talcher Bridge site, Orissa. | | | | |
| 2. | DRAWINGS & SPECIFICATIONS: | | | | |
| 2. | BBJ reserves the right to alter/modify the design/drawing/specification to suit to their condition. If due | | | | |
| | to change in design/drawing/specification, there is any increase/decrease in items/quantities or both, | | | | |
| | payment will be made only for actual quantity of Metallising & Painting work done and duly certified by | | | | |
| | BBJ/E.C. Railway/their authorised representatives. | | | | |
| 3. | DATE OF COMMENCEMENT: | | | | |
| | The date of commencement will be considered the date of issue of LETTER OF INTENT (LOI)/ | | | | |
| | WORK ORDER by BBJ, whichever is earlier. | | | | |
| 4. | DELIVERY SCHEDULE: | | | | |
| a) | The Sub-Contractor has to start mobilizing plant, machinery, manpower including setting up of Office, | | | | |
| | Store at site in such a manner that actual sand blasting, metallising & painting work can be started at site | | | | |
| b) | after 7 (Seven) days from the date of LOI/Order. The Blasting, metallising& painting work as detailed in BOQ will be completed in all respect within a | | | | |
| | time frame of 03 (Three) month including monsoon from the date issuance of LOI/Work Order. This | | | | |
| | includes the Mobilization Period. | | | | |
| 5. | PROGRAMME & PROGRESS: | | | | |
| a) | Within 7 (seven) days from the receipt of LOI/Order from BBJ, the Sub-Contractor has to submit a | | | | |
| | detailed programme with deployment schedule as per required time frame and get it approved from BBJ. | | | | |
| | This approved programme will constitute the base programme. | | | | |
| b) | After ending of every week, the Sub-Contractor has to submit to Site-In-Charge/BBJ a detail progress | | | | |
| | report in comparison to the base programme and also submit the proposal to overcome the shortfall | | | | |
| | from the targeted production programme, if any. | | | | |
| c) | In case, it is required to arrange additional resources to make good the backlog and adhere to time limit | | | | |
| 6. | of base programme, the Sub-Contractor has to arrange the same without any extra cost to BBJ. INSPECTION & TESTING : | | | | |
| a) | The testing expenses for the items supplied by sub-contractor, as instructed by E.C. Railway, are to be | | | | |
| u) | borne by the sub-contractor. | | | | |
| b) | Inspection of Metallising & Painting will be done by BBJ/ East Coast RAILWAY and/or their | | | | |
| | Authorised Representative of East Coast RAILWAY and the Sub-Contractor is required to get the | | | | |
| | Metallising & Painting work passed through BBJ/ East Coast RAILWAY/their Authorised | | | | |
| | representative. | | | | |
| c) | The metal coating shall be checked for thickness by an approved magnetic thickness measuring gauge. | | | | |
| d) | The calibration of gauge should be checked against a standard of similar thickness with an accuracy of 10 | | | | |
| e) | percent. In case of rejection at any stage by any of the above inspection agencies, the defective items must be | | | | |
| e) | replaced by the Sub-contractor by a new for further inspection within a reasonable time without any | | | | |
| | extra cost to BBJ. Inspection certificate shall not absolve the supplier from replenishing defective Bolts | | | | |
| | at any stage. | | | | |
| f) | Inspection Charges will be reimbursed by BBJ on actual basis on submission of all the relevant | | | | |
| | documentary evidences along with bill subject to acceptance by the inspection agency. | | | | |
| 7. | EARNEST MONEY: | | | | |
| | The Earnest Money deposit by the successful bidder shall be retained towards initial part of the Security | | | | |
| | Deposit to facilitate the due and faithful fulfilment of the contract, till the completion of Defect Liability | | | | |
| | period. EMD of the unsuccessful bidder will return after finalization of the order without any interest. | | | | |

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<u>SCC-2</u>

SPECIAL CONDITION OF THE CONTRACT

| 8. | SECURITY DEPOSIT: | | | | | |
|---|--|--|--|--|--|--|
| a) | An amount equal to 5% (five) of the each certified bill value will be deducted and 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. | | | | | |
| c) | | | | | | |
| | against submission of Bank Guarantee of equivalent amount from any Nationalized Bank. The B.G. | | | | | |
| | be valid till the defect liability/ maintenance period. | | | | | |
| 9. | Quantity Variation: <u>+</u> 40% of BOQ quantity | | | | | |
| 10. | SUBMISSION & PAYMENT OF BILLS: | | | | | |
| | All the bills as mentioned above are to be submitted at Site and the payments will be made from BBJ | | | | | |
| | Head Office at Kolkata. | | | | | |
| 11. | PAYMENT TERMS: | | | | | |
| a) | 40% payment will be released after completion of metallising of 120MT fabricated components. | | | | | |
| b) | Balance 60% payment shall be made after completion of the entire work as certified by Site-in-charge. | | | | | |
| 12. | PRICE VARIATION: | | | | | |
| | 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. | | | | | |
| 13. | TAXES & DUTIES: | | | | | |
| | Sub-contractor's price should include all taxes & duties applicable for execution of the subject work. The | | | | | |
| work will be executed at Talcher Bridge site, Talcher, Orissa. Hence, the successful bid | | | | | | |
| | themselves registered with appropriate Commercial Tax Authorities, prior to start of work. In | | | | | |
| | non registration, Orissa VAT will be deducted. | | | | | |
| 14. <u>TIME EXTENSION:</u> If there is delay for reasons not attributable to the Sub Contractor, BBL upon receipt of w | | | | | | |
| | If there is delay for reasons not attributable to the Sub-Contractor, BBJ, upon receipt of written r from the Sub-Contractor may extend the Milestone/Completion time as suitable and fit reasons | | | | | |
| | BBJ. No extra claim (including escalation) of Sub-Contractor will be entertained in such cases of time | | | | | |
| extension being granted. | | | | | | |
| 15. | Insurance: | | | | | |
| 10. | The contractor shall be responsible for all damages and injury caused by their work or workmen to | | | | | |
| | persons, animals, things, to the work of other trades and he shall be effect at his own cost any insu | | | | | |
| | necessary and hold BBJ/ East Coast Railway free from all responsibilities in this respect. | | | | | |
| 16. | CLAIM/ EXTRA WORKS: | | | | | |
| a) | No claim will be tenable in case there is delay in providing services by BBJ. | | | | | |
| b) | In case any extra works are to be carried out by the Sub-Contractor as per instructions of Site-In-Charge | | | | | |
| | of BBJ, the rate of the same will be derived as follows:- | | | | | |
| i) | From the rate of the existing similar items; | | | | | |
| ii) | In case no similar items are available in the contract, from existing market cost followed by an overhead | | | | | |
| | and profit of 10%. | | | | | |
| iii) | However, BBJ's decision for the above will be final and binding on the Sub-Contractor in this regard. | | | | | |
| 17. | PAINT RECONCILIATION: | | | | | |
| a) | The Sub-contractor must indicate in their bid, the wastage limit of paint (to be issued by BBJ) for both | | | | | |
| 1. \ | spray painting and brush painting. | | | | | |
| b) | Any additional wastage over and above the allowable limit (to be decided by BBJ) will attract recovery | | | | | |
| | from the Sub-contractor's Bill at the rate of the landed cost of the particular item plus 5%. | | | | | |
| () | All the empty paint drums are to be returned to BBJ in good conditions. Bills should accompany with a paint-reconciliation statement. | | | | | |
| d) | | | | | | |

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<u>SCC-3</u>

SPECIAL CONDITION OF THE CONTRACT

| 18. | IDLE CHARGES:- | | | | | |
|-----|---|--|--|--|--|--|
| | NO IDLE CHARGES for Labour, Plant, Establishment etc. is tenable under this contract for | | | | | |
| | whatsoever the reasons be. | | | | | |
| 19. | SUB-LETTING: | | | | | |
| | The Sub-contractor shall not be sub-let full or 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 pr | | | | | |
| | written approval from Engineer-In-Charge/BBJ. | | | | | |
| 20. | LIQUIDATED DAMAGE: | | | | | |
| | Failure to achieve overall completion (Clause No. 4 & 14 of SCC): 0.5% (half) of the order value per week will be deducted, subject to a maximum of 5% (Five) of the total order value. | | | | | |
| 21. | DEFECT LIABILITY PERIOD:- | | | | | |
| 21. | "PERIOD OF MAINTENANCE" shall mean the specified period of 12 (Twelve) months maintenance | | | | | |
| | from the date of completion of the entire job certified by the Engineer-In-Charge/BBJ. | | | | | |
| 22. | 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. | | | | | |
| | Not withstanding the above, should there be any, disputes or differences by and between the partie arising out of any thing under the contract, the same shall within 30 days of it's occurrence first b referred to the said authority for conciliation and/or determination by the said authority. If the finding of the said authority should be acceptable by parties to the contract as communicated in writing with i 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 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 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 par 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. | | | | | |
| 23. | RISK PURCHASE:- | | | | | |
| a) | TERMINATION OF CONTRACT: | | | | | |
| | Termination of the contract owing to the default of the Sub-Contractor: - | | | | | |
| | If the Sub-Contractor persistently disregard the instructions of BBJ/ East Coast RAILWAY or whatev any of the providers of the contract and failed to adhere to the agreed programme by a margin of 10 ^o (Ten) of the stipulated period or failed to deploy competent or additional staff and labourers as require by BBJ, BBJ shall be at liberty to terminate the contract in full of part as would be applicable by issuir first seven days and then 48 hours notice. | | | | | |
| b) | | | | | | |

(A Government of India Enterprises) 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA- 700 001, West Bengal. Ph: (033)2248 5841-44; Fax:(033)2210-3961; WEB SITE: www.bbjconst.com; Email: info@bbjconst.com;

BOQ

BILL OF QUANTITIES

| Sl | Description of work | Quantity | Rate | Amount |
|-----|--|------------------|---|--|
| No. | | (Sq. Mtr.) | (Rs.) | (Rs) |
| 1 | Metallising of the portion of Girder components of new girder as directed by East Coast Railway with sprayed aluminium and painting the metallised surface in three coat with approved paints confirming to IS specification and special conditions including surface preparation with all lead, lift, labour and material, plants and equipments, taxes etc. complete. | 2650 Sq. Mtr. | (To be filled up both in figures and words) | (To be filled up both in figures and words) |

NOTE:

- (1) The quoted price will be inclusive of all duties, taxes, fees and other levies, payable by the Sub-Contractor;
- (2) Unit Rate and amount should be properly filled both in figures and words. In the event of any difference between figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender;
- (3) Quantity Variation is to be considered as <u>+</u> 40%;
- (4) The Sub-contractor must indicate the **wastage limit of paint** (to be issued by BBJ) for both spray painting and brush painting.

(A. NEOGI) DGM(P-V)