

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED  
NIT NO:- NIT/DGM(P-V)/BEARING/D-1482/KALAICHANDI/678 DT. 07.07.2015

(A Government of India Undertaking)  
 27, RAJENDRA NATH MUKHERJEE ROAD  
 KOLKATA- 700 001  
 TEL: 2248-5841-44 FAX: 2210-3961  
 WEBSITE: [www.bbjconst.com](http://www.bbjconst.com)  
 E-Mail: [bbjproj@vsnl.net](mailto:bbjproj@vsnl.net), [bbj@india.com](mailto:bbj@india.com)

1.	TENDER NOTICE NO	NIT/DGM(P-V)/BEARING/D-1482/KALAICHANDI/678
2.	TENDER NOTICE DATE	7 <sup>TH</sup> JULY,2015
3.	SCOPE OF WORK / SUPPLY	MANUFACTURE AND SUPPLY OF SLAB SEAL EXPANSION JOINT AND ELASTOMERIC BEARING, AS PER IRC-83(PART-II):1987, REQUIRED AT OUR KALAICHANDI PROJECT SITE, PASCHIM MEDINIPUR.
4.	DELIVERY PERIOD	WITHIN 75 DAYS FROM THE DATE OF LOI/ORDER
5.	COST OF TENDER	NIL
6.	EARNEST MONEY DEPOSIT AMOUNT	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 of 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 7 <sup>TH</sup> JULY,2015 TO 20 <sup>TH</sup> JULY,2015 DURING OFFICE HOURS FROM BBJ HEAD OFFICE.
8.	LAST DATE AND TIME OF SUBMISSION	UPTO 11.30 A.M. ON 21 <sup>ST</sup> JULY,2015
9.	OPENING DATE AND TIME OF TENDER	03.30 PM ON 21 <sup>ST</sup> JULY,2015 AT BBJ HEAD OFFICE, 27, R.N.MUKHERJEE ROAD, KOLKATA-700 001.

(A.Neogi)  
 DGM(P-V)

TENDERER

BBJ

**INSTRUCTION TO THE BIDDERS**

1.	<b><u>SUBMISSION OF BID :</u></b> Tenders to be submitted in <b>two parts</b> : -
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 the following documents, which to be submitted with the offer :- (a). Manufacturer(S) is/are entitled to submit their offer. (b). Copy of VAT Registration Certificate. (c). Copy of PAN No. (iv). Copy of relevant documents/experience certificate showing past experience in respect of supply of Slab Seal Expansion Joint and Elastomeric Bearing(620mm x 220mm x 61mm) as per IRC-83(Part-II):1987 to other Govt. Organisations/PSUs or Reputed Companies.
iii)	<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.	The tender is to be submitted in a sealed cover and super scribed with Tender Reference, Due Date marked for <b>Dy.General Manager(P-V)</b> , The Braithwaite Burn & Jessop Construction Company Limited, 27, R.N.Mukherjee Road, Kolkata-700 001 (W.B.).
6.	<b>VALIDITY OF TENDER: – 90 (NINETY) days</b> from the date of opening of tender or for a further period if mutually accepted.

(A.Neogi)  
DGM(P-V)

## SPECIAL CONDITION OF CONTRACT

SCC-1

### TERMS & CONDITIONS:

1. The successful bidders should supply apparatus as per latest provision of code.
2. The bidder should mention their brand name against each item as per specification/description of our required items.
3. **Manufacturer's Test Certificate and Guarantee & Warranty Certificate** must be enclosed along with each consignment. Manufacturer to prepare drawing and get approved by the Client prior to manufacture the items.
4. **Delivery schedule** : Delivery to be made at BBJ Kalaichandi Project Site, Paschim Medinipur **within 75 days** from the date of LOI/Order.
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, all other taxes & duties and delivery charges** (at BBJ Kalaichandi Project Site, Paschim Medinipur) **Per unit item** as per BOQ-1. 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**

**100% payment** will be made within 30 days after completion of total supply and submission of bill with receipted challan along with Manufacturer's Test Certificate and Guarantee/Warranty Certificate.

7. **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.

8. **Guarantee** :- Any part of the machine or any item 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.

### 9. **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.

**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 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 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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**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;

**BOQ-I**

**BILL OF QUANTITIES**

SL. NO.	ITEM	UNIT	TOTAL QNTY	RATE PER UNIT (Rs.)
1	2	3	4	5
(a)	Manufacture, supply and installation of Slab Seal Expansion Joint:- (Providing and Laying of an Elastomeric Slab Steel Expansion Joint, catering to right or skew(less than 20 degree, moderately curved with maximum horizontal movement up to 50mm, complete as per approved drawings and standard specifications to be installed by the manufacturer/supplier or their authorised representative ensuring compliance to the manufacturer's instructions for installation and as per Clause 2606 of Specifications for Road & Bridge Works of MoRT&H(5 <sup>th</sup> Revision)	Mtr.	30	
(b)	Manufacture and supply of Elastomeric Bearing (620mm x 220mm x 61mm) with fittings as per IRC:83(Part-II), Section IX and Clause 2005 of MoRT&H Specifications complete including all accessories as per drawing and Technical Specifications.	No.	18	
	Excise Duty on Basic Rate, if any (please mention clearly)			
	VAT/CST on Basic Rate (to be mentioned clearly)			
	Delivery Charges on Basic Rate (to be mentioned clearly)			

**Notes:- Drawing for the above required items are to be made by the manufacturer and to be approved by the Client prior to final manufacture the above required items.**

**Refer Drawings are :-**

- (a). General Arrangement Drawing PAT/BRIDGE/GAD/01
- (b). R.C.Detail of Super structure PAT/BRIDGE/03
- (c). R.C.Detail of Piler & Pier Cap PAT/BRIDGE/05
- (d). R.C.Detail of Approach Slab PAT/BRIDGE/09

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