

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED  
NIT.DGM(P-II)/TRACK LINKING/JALDHAKA DT. 02.05.2012

(A Government of India Undertaking and Subsidiary of BBUNL)

27, RAJENDRA NATH MUKHERJEE ROAD

KOLKATA - 700 001 (WEST BENGAL)

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TENDER NO.	NIT/DGM(P-II)/TRACK LINKING/JALDHAKA	DATE	02.05.2012
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**NOTICE INVITING TENDER**

Sealed Tenders are invited from reputed agencies for the following item:

01.	NATURE OF WORK	CARRY OUT TRACK – LINKING OF 13 X 45.7M SPANS AT BBJ JALDHAKA BRIDGE PROJECT SITE, COOCHBEHAR (WEST BENGAL).
02.	PERIOD OF CONTRACT	60 (SIXTY) DAYS
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	NIL
04.	EARNEST MONEY DEPOSIT	An amount of Rs.10,000.00(Rupees five thousand only) in form of account payee Demand Draft/Pay Order/Banker's Cheque from a Nationalised Bank in favour of "The Braithwaite Burn And Jessop Construction Company Limited" payable at Kolkata. Un-successful bidders will be refunded the Earnest Money Deposit amount after the award of the contract/order to the successful bidder.  The Earnest Money Deposit amount of the successful bidder will be kept with us as Security Deposit and will be released without any interest after successful completion of the total work/supply, subject to receipt of your request.
05.	ISSUE OF TENDER DOCUMENT	Between 02.05.2012 TO 15.05.2012 during office hours.
06.	LAST DATE & TIME OF RECEIPT OF TENDER	Receipt up to 10.30 a.m. on 16.05.2012
07.	OPENING OF TENDER	On 16.05.2012 at 11.30 a.m.

(S.Banerjee)

Dy.GM(P-II)

Tenderer(s)

For BBJ

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INSTRUCTION TO THE BIDDERS

1.	<p><b><u>SUBMISSION OF BID</u></b> –</p> <p>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 should be properly filled. No overwriting, using of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and testing the new entry in a legible manner. Both the correction and new entry to be signed and sealed with Company's seal.</p> <p>The tender is to be submitted in a sealed cover and superscribed with Tender Reference, Due Date marked to the Deputy General Manager(P-II), The Braithwaite Burn And Jessop Construction Company Limited, 27, R.N.Mukherjee Road,Kolkata-700 001.(West Bengal).</p> <p>All costs and expenses incidental to preparation of the tender, discussion, conference, pre-tender site / work shop visit, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost expenses.</p>
2.	<p>The tender documents issued to the bidders duly signed and sealed in each page along with properly filled up BILL OF QUANTITY (BOQ) duly sealed and signed.</p>
3.	<p>Conditional tenders may be rejected and no additional clause will be entertained.</p>
4.	<p>BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of work to more than one agency/agencies without assigning any reason whatsoever. No claim will be entertained on account of this.</p>
5.	<p>All duties, taxes, fees and other levies payable by the Agency under the contract or any other cause shall be included in the quoted prices.</p>
6.	<p><b><u>VALIDITY OF TENDER</u></b>: – 90 (ninety) days from the date of opening of tender or for a further period if mutually accepted.</p>

SPECIAL CONDITION OF CONTRACT

7.	<b><u>SCOPE OF WORK:</u></b> Track-Linking of 13 x 45.7M Spans involves the following activities :- (a). Carrying and Laying of H-Beam Sleepers on Bridge Floor (Total 1105 Nos. Beam Sleepers for 13 Spans) (b). Pasting of Elastomeric Pads with them. (c). Fixing of H-Beam Sleepers in proper spacing. (d). Carrying, Dragging and Laying of Main Rails & Guard Rails over H-Beam Sleepers. (e). Fixing of both Main & Guard Rails to H-Beam Sleepers with complete fittings. (f). Making Rail Joints for both Main & Guard Rails with Fish Plates and Fish Bolts.
8.	<b><u>PERIOD CONTRACT :-</u></b> 60(Sixty) days from the date of order.
9.	<b><u>PLACE OF WORK :-</u></b> At our Jaldhaka Bridge Project Site, Coochbehar (West Bengal).
10.	<b><u>RATE:</u></b> Your quoted rate should be inclusive of all taxes & duties and also will be valid for a period of 90(ninety) days from the date of order. .
11.	<b><u>PAYMENT:</u></b> Within 30 days from the date of submission of each certified bill.
12.	<b><u>PRICE VARIATION:</u></b> No price-variation of any kind will be allowed in this contract under any circumstances. Price shall remain firm for entire scope of work.
13.	<b><u>ARBITRATION:</u></b> 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 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 with in 30 days of it's 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 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

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	<p>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 with in the next following two weeks and the same shall be final and binding upon the parties.</p> <p>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 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 under the Contract of Arbitration.</p>
14.	<p><b><u>RISK PURCHASE:</u></b></p>
	<p><b><u>TERMINATION OF CONTRACT:</u></b></p> <p>With out prejudice to further rights and contentions exercisable by BBJ under the law as applicable, If instruction(s) issued by BBJ is (are) failed to be complied with by the Agency and the agreed programme with in the margin of 10% of the time as scheduled is not adhered to for any reasons what so ever, BBJ shall be at liberty to terminate the Contract in part or full as it would deem fit by a notice of Termination to be issued by BBJ in advance of seven days which would be reconfirmed in 48 hours prior to the termination to take effect. BBJ in that case will have unfettered right to get the job as secured by the contract so terminated, done by the other agencies with such extra cost and additional expenses as would likely to be incurred by it at the sole Risk and Cost of the agency sustaining the termination as a foresaid and the Security Deposit, Earnest Money or Pending Bills or any other instrument by whatever name called as available ,would be liable for appropriation for the said Risk and Cost, based on the acceptance of Order/ LOI of the concerned agency being deemed to be the Free Consent given by it under the law.</p>

(S.Banerjee)  
Dy.GM(P-II)

Tenderer(s)

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BOQ-1

Sl. No.	Details of work/service	Unit	Qunatity	Rate(es) Per H-Beam Sleeper (Rs.)	Total Amount (Rs.)
1.	<p>Track-Linking of 13 x 45.7M Spans involves the following activities :-</p> <p>(a). Carrying and Laying of H-Beam Sleepers on Bridge Floor (Total 1105 Nos. Beam Sleepers for 13 Spans)</p> <p>(b). Pasting of Elastomeric Pads with them.</p> <p>(c). Fixing of H-Beam Sleepers in proper spacing.</p> <p>(d). Carrying, Dragging and Laying of Main Rails &amp; Guard Rails over H-Beam Sleepers.</p> <p>(e). Fixing of both Main &amp; Guard Rails to H-Beam Sleepers with complete fittings.</p> <p>(f). Making Rail Joints for both Main &amp; Guard Rails with Fish Plates and Fish Bolts.</p>	No.	1105 H-Beam Sleeper		

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