

(A Government of India enterprise)  
 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700001 (WEST BENGAL)  
 PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961  
 E-MAIL: [info@bbjconst.com](mailto:info@bbjconst.com); website: [www.bbjconst.com](http://www.bbjconst.com)

<b>TENDER NO.</b>	<b>eNIT/DGM(P-V)/TEMPORARY BEARING/16-17/2-2017</b>	<b>DATE</b>	<b>13.01.2017</b>
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**NOTICE INVITING TENDER**

Sealed Tenders are invited from reputed Manufactures for the following work:-

<b>01.</b>	<b>NAME OF THE WORK</b>	DESIGN, MANUFACTURE & SUPPLY OF STEEL BEARING INCLUDING ALL ACCESSORIES BASED ON BBJ'S GUIDELINE DRAWING NO. CAPEX-ERC-SK-TB (REV. 0) FOR 103.5M SPAN AND DELIVERY AT HEAVY PLANT YARD (HPY), BBJ, P-82, TARATALA ROAD, GARDEN REACH, KOLKATA-700024.
<b>02.</b>	<b>QUANTITY</b>	AS PER BOQ
<b>03.</b>	<b>DELIVERY SCHEDULE</b>	AS MENTIONED IN SPECIAL CONDITION OF CONTRACT.
<b>04.</b>	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<p>Rs 25,000.00 (RUPEES TWENTY FIVE THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".</p> <p>EXISTING VENDORS MAY ADJUST THIRE EMD AMOUNT FROM THEIR PASSED BILL LYING WITH BBJ PROVIDED THEY SHOULD MENTION THE PARTICULAR BILL REFERENCE FOR EMD EXEMPTION.</p> <p><b>TENDER DOCUMENT WITHOUT EMD OR NON SUBMISSION OF PARTICULAR REFERENCE OF PASSED BILL LYING WITH BBJ FOR EMD ADJUSTMENT SHALL BE STRAIGHTWAY REJECTED.</b></p> <p>MSME/SSI UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD VALID ATLEAST UPTO TENDER OPENING TIME) FOR THE BOQ ITEMS ARE EXEMPTED FROM PROVIDING EMD. <u>COPY OF REGISTRATION CERTIFICATE NEED TO BE SUBMITTED FOR EMD EXEMPTION.</u> APPLICATION OF NEW REGISTRATION WILL NOT BE ENTERTAINED.</p> <p>BIDDER REGISTERED WITH DGS&amp;D AND PSU UNITS ARE ALSO EXEMPTED FROM SUBMISSION OF EMD, PROVIDED BIDDER SHOULD SUBMIT NECESSARY SUPPORTING PAPAERS.</p> <p>FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER FINALIZATION OF ORDER, WITHOUT ANY INTEREST.</p>
<b>05.</b>	<b>SECURITY DEPOSIT</b>	FOR SUCCESSFUL BIDDER(S), ABOVE EARNEST MONEY DEPOSIT (EMD) WILL BE CONVERTED INTO SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFULLY COMPLETION OF SUPPLY AND COMMISSIONING OF BEARING INCLUDING ALL ACCESSORIES, WITHOUT ANY INTEREST, SUBJECT TO APPLIED FOR THE SAME.
<b>06.</b>	<b>PERFORMANCE GUARANTEE</b>	<p>SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT A BANK DRAFT OR PERFORMANCE BANK GUARANTEE (AS PER <u>ANNEXURE-I</u>) AMOUNTING TO 10% (TEN PERCENT) OF THE CONTRACT VALUE, ISSUED BY A NATIONALIZED BANK / SCHEDULED BANK.</p> <p>THE PERFORMANCE GUARANTEE SHALL REMAIN VALID UP TO THE END OF WARRANTY PERIOD OF 12 MONTHS PLUS 30 DAYS OF CLAIM PERIOD.</p>

<b>07.</b>	<b>MODE OF SUBMISSION</b>	ONLINE THROUGH E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT <a href="https://eprocure.gov.in/eprocure">https://eprocure.gov.in/eprocure</a> . A HARDCOPY OF THE SUBMITTED BID SHALL HAVE TO BE DEPOSITED TO BBJ OFFICE BEFORE OPENING OF TECHNICAL BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPPP AND BBJ WEBSITE.	
<b>08.</b>	<b>DATE &amp; TIME SCHEDULE:</b>	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	<b>14.01.2017</b>
		DOCUMENT DOWNLOAD START DATE	<b>14.01.2017 - 10:00 HRS</b>
		START DATE OF UPLOADING OF BID	<b>22.01.2017 - 10:00 HRS</b>
		END DATE FOR UPLOADING OF BID	<b>27.01.2017 - 18:00 HRS</b>
		DATE OF OPENING OF TECHNICAL BID	<b>30.01.2017 - 11:00 HRS</b>
		DATE OF OPENING OF FINANCIAL BID	<b>To be notified later</b>

(ANIMESH NEOGI)  
DGM(P-V)

**INSTRUCTION TO THE BIDDERS**

**IB-1**

01.	<p><b><u>Registration of Contractor</u></b> Any contractor willing to take part in the process of e-Tendering will have to be enrolled &amp; registered with the Government e-Procurement system, through logging on to <a href="https://eprocure.gov.in/eprocure">https:// eprocure.gov.in/eprocure</a>.</p>
02.	<p><b><u>Digital Signature certificate (DSC)</u></b> Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information’s Centre (NIC) on payment of requisite amount. Details are available at the web Site (<a href="https://eprocure.gov.in/eprocure">https://eprocure.gov.in/eprocure</a>) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.</p>
03.	<p><b><u>ELIGIBILITY CRITERIA:</u></b></p> <p><b>i) <u>Technical Qualifications Criteria:</u></b></p> <p>A) The bidder should possess experience of having successfully completed / ongoing design, manufacture and supply of <b><u>similar bearings for Bridges in last 5 (five) years.</u></b></p> <p>B) The bidder should possess experience of having successfully completed / ongoing design, manufacture and supply of bearings for <b><u>Railway spans having length more than 60M for at least 01 Bridge Projects in last 5 (five) years.</u></b></p> <p><b>Note: “Similar work” means design, manufacture &amp; supply of bearings for Bridges.</b></p> <p><b>ii) <u>Financial Qualifications Criteria:</u></b> The bidder should submit Annual Report (Balance Sheet and Profit &amp; Loss Account) duly certified by a Chartered Accountant and copy of Income Tax Returns (ITR) filed for the last three financial years ending 31<sup>st</sup> March 2016.</p>
04.	<p><b>SUBMISSION OF BID:</b> Tenders to be submitted in <b>TWO PARTS / BID</b>, as detailed below:- a) TECHNO COMMERCIAL BID      b) PRICE BID</p>
a)	<p><b><u>TECHNO-COMMERCIAL BID:</u></b> <b>Scanned copy of the following document</b> duly signed with official stamp in each page are to be uploaded in CPPP portal and hard copies of the same are to be put into a sealed envelope super scribing “<b><u>TENDER NOTICE NO.</u></b>” and “<b><u>TECHNO-COMMERCIAL PART</u></b>”, addressing to <b><u>DGM (P-V) - The BBJ Construction Co. Ltd., 27, R. N. Mukherjee Road, Kolkata-700001:-</u></b></p> <p><b>i) Bearing Manufacturers are entitled to submit their offer;</b></p> <p>ii) Documents in support of ELIGIBILITY CRITERIA as per Clause No.03 above.</p> <p>iii) Specification / brochure for quoted items. Brand name &amp; model no. are to be mentioned.</p> <p>iv) Copy of PAN number, VAT / CST registration number, Central Excise registration number etc.</p> <p>v) Copy of Provident Fund (PF) registration number of your organisation;</p> <p>vi) <b>Earnest Money Deposit (EMD)</b> of Rs.25,000/- (Rupees Twenty Five thousand only) in the form of Demand draft or Pay Order in favour of “<b>THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED</b>” payable at “<b>KOLKATA</b>” or exempted as per NIT (valid copy of NSIC registration certificate need to be submitted).</p> <p><b>Tender document without EMD or non submission of particular reference of passed bill lying with BBJ for EMD adjustment shall be straightway rejected.</b></p> <p>For the successful bidder, this EMD amount will be converted into Security Deposit and will be retained till successfully completion of supply and commissioning of BOQ items at our HPY, without any interest, subject to applied for that.</p> <p>vii) Copy of Annual Report (Balance Sheet and Profit &amp; Loss Account) duly certified by a Chartered Accountant and copy of Income Tax Returns for last three (3) years ending 31.03.2016;</p> <p>viii) The downloaded Tender document (without quoting any price in BOQ page of Techno-commercial bid) duly signed with official stamp in each page.</p>

**INSTRUCTION TO THE BIDDERS**

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	<b>Scanned copy of the EMD and other document, as stated above, are to be uploaded in CPPP portal (<a href="https://eprocure.gov.in/eprocure">https://eprocure.gov.in/eprocure</a>) and the EMD in physical instrument along with hard copy of other document are to be send in BBJ</b>
b)	<b><u>PRICE BID:-</u></b> Properly filled up BILL OF QUANTITIES (BOQ) is to be uploaded in CPPP website and hard copy of the same in a separate sealed envelope duly signed with official stamp are to be send to BBJ's Office super scribing "TENDER NOTICE NO." and "PRICE PART". Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.
c)	The above two sealed envelope i.e. 'TECHNO-COMMERCIAL PART' and 'PRICE-PART' are to be put into a separate sealed envelope superscribing "TENDER NOTICE NO.", "NAME OF WORK", Due Date of submission of offer and is to be addressed to Dy. General Manager(P-V), The Braithwaite Burn & Jessop Construction Company Limited, 27, R. N. Mukherjee Road, Kolkata-700 001.
05.	<b>Conditional tenders and/or Deviations shall be straightway rejected and no additional clause will be entertained.</b>
06.	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. 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 are to be signed and sealed with Company's seal.
07.	BBJ administration 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 and split the scope of supply to more than one bidder without assigning any reason. <u>In such case, the L1 bidder will get at least 60% of ordered quantity.</u> No claim will be entertained on account of this. However, a substantially non-responsive bid shall be rejected by the Purchaser.
08.	The Purchaser does not bind himself to accept the lowest or any tender and not reserves to himself the right to accept the whole or any part of the tender and may altering the quantities offered and tenderer shall supply the same at the rate quoted. The distribution of tendered quantity amongst the techno-commercially complied bidders, if required, shall be based on merits of each case. BBJ shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.
09.	All expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such expenses.
10.	No advance payment shall be made. However, if in any exceptional case, BBJ agrees to a Bidder's request for advance payment, such payment shall only be made against equivalent Bank Guarantee, issued by a Nationalized Bank / schedule Bank to be provided by the Bidder, as per norms of the BBJ.
11.	<b>VALIDITY OF TENDER: – 90 (NINETY) days</b> from the date of opening of tender or for a further period if mutually accepted.

**SPECIAL CONDITION OF CONTRACT**

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1. **Manufacturer's Test Certificate and Guarantee & Warranty Certificate** must be enclosed along with each consignment.
2. **Delivery Schedule:** Delivery to be made at our Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata within **08 (EIGHT) WEEKS** from the date of acceptance of our Letter of Indent (LoI) / Purchase Order (P.O.), whichever is earlier, as per following schedule:-
  - (a) Submission of Design & Drawing to BBJ – 01 week from date of LoI/P.O., whichever is earlier;
  - (b) Approval of Design & Drawing by BBJ – 01 week from submission of design & drawing;
  - (c) Manufacturing including all procurement, inspection, testing, delivery - 06 (six) weeks from the date of approval of design & drawing;
3. **LOAD DATA:**  
Details of bearing load data is mentioned in BBJ's guideline drawing no. CAPEX-ERC-SK-TB (rev. 0).
4. **EXTENSION OF DELIVERY PERIOD:**  
If there is delay for reasons not attributable to the bearing manufacturer, BBJ, upon receipt of written request from the bearing manufacturer may extend the completion time as suitable and fit reasonable to BBJ. No extra claim (including escalation) of bearing manufacturer will be entertained in such cases of time extension being granted.
5. **RATE:**  
The vendors must submit their offer strictly as per **Bill of Quantities [BOQ]** of this tender document. The bidder must quote the Basic price, Excise Duty, VAT/CST, any other F.O.R. destination cost, as applicable at our HPY, Kolkata. The price must be firm during the tenure of this supply/contract & no escalation on any account will be allowed. Way bill, if any, will be provided by BBJ and 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 who's 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. In such case, the L1 bidder will get at least 60% of ordered quantity.
6. **PAYMENT TERMS:**  
The payment shall be made from our office in the following manner:
  - a) **90% (Ninety percent)** payment shall be made within 30 (thirty) days after receipt of bearing in good condition at F.O.R. destination mentioned in BOQ against submission of the following documents:
    - i. Invoice /Bill;
    - ii. Transporter's C/N;
    - iii. Proof of delivery i.e. Delivery Challan duly signed by our Project Site for receipt of material.
    - iv. Test certificates.
    - v. Guarantee Certificate.
    - vi. Inspection Clearance certificate.
    - vii. Packing List.
    - viii. Copy of Security cum Performance Guarantee.
  - b) Balance **10% (Ten percent)** payment shall be made within 30 (thirty) days thereafter against submission of final bill.
  - c) In case, the payment is made by Demand Draft, draft charges shall be deducted from the bill.

**SPECIAL CONDITION OF CONTRACT****SCC - 2****7. SECURITY DEPOSIT:**

Earnest Money deposited by the successful bidder(s) will be converted into security deposit and will be retained till successful completion of supply and commissioning of bearing including any accessories at HPY, without any interest, subject to applied for that. **If the contract become rescind due to reasons attributable to contractor for non-completion of work, the Security Deposit of the contractor shall be forfeited.**

**8. PERFORMANCE GUARANTEE (PG):**

- a) As security for proper and faithful fulfillment of the obligation under the order, the successful bidder is required to submit Performance Guarantee (PG) within 15 days of receipt of Letter of Intent (LoI) or Purchase Order, whichever is earlier, **for an amount equivalent to 10% (ten percent) of the contract value** in form of Bank Draft or irrevocable Bank Guarantee issued by a Nationalised Bank / Scheduled Bank as per **Annexure – I** and **will be valid up to the end of Warranty Period of 12 months plus 30 days of claim period.**
- b) The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease) of contract value. In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- c) **Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed.** The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- d) **BBJ will encash the Performance Guarantee in the event of:-**
- i) Failure by the contractor to extend the validity of the Performance Guarantee as per requirement of contract, in which event BBJ may claim the full amount of the Performance Guarantee.
  - ii) Failure by the contractor to pay BBJ any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the contract, within 30 days of the service of notice to this effect by BBJ.
  - iii) Being determined or rescinded under any provision of the contract, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of BBJ.

**9. WARRANTY:**

- a) Whole or any part of the bearing or any item failing or providing unsatisfactory in service due to defective design, material or workmanship **within 12 (twelve) 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 bearing 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.
- b) The supplier shall give warranty that supplied equipment shall be new and free from all defects and faults in workmanship and manufacturing process and shall be of the highest grade and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty equipment, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design etc. and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect equipment are faulty.
- c) **Comprehensive onsite warranty for 01 (one) year for all the supplied equipments. Services, repair and replacement of defective spares / parts under warranty will be provided free of cost at sites. No Equipment should be down for more than 03 Calendar days in a month. Otherwise, penalty of Rs. 100/- per day per equipment is liable to impose upon the Supplier.**

**SPECIAL CONDITION OF CONTRACT**

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- d) If it becomes necessary for the supplier to replace or renew any defective portion/s of the equipment under this clause, the provisions of the clause shall apply to the portion/s of equipment replaced or renewed or until the end of the warranty, which period ends later on. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which purchaser may have against the Supplier for such defects.
- e) Replacement of defective spare / parts under warranty shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

**10. LIQUIDATED DAMAGE:**

- a) The time for the execution of the work shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract.
- b) If the contractor fails to complete the works within the time as specified in the contract for the reasons not attributable to the contractor, BBJ may, if satisfied, allow the contractor to complete the work for further extension of time without impose LD.
- c) If the contractor fails to complete the works within the time as specified in the contract for the reasons attributable to the contractor, BBJ allow, if satisfied that the works can be completed within reasonable short time thereafter, the contractor for further extension of time. On such extension, BBJ will recover from the bills of contractor, as agreed damages, **a sum equivalent to ½ (half) of 1% of the contract value per week or part of the week** of any supplied equipments/services not delivered within stipulated time period or total order value, where part delivery is of no use to the purchaser, subject to maximum limit of **10% for contract value upto 2 (two) lakh and 5% for contract value above 2 (two) lakh**.
- d) For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order / contract agreement issued.
- e) Provided further, that if BBJ is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, BBJ shall be entitled to encash the contractor's Security Deposit and Performance guarantee and also rescind the contract, whether or not actual damage is caused by such default.

**11. ARBITRATION:**

- a) In the case of dispute arising between the Employer and Contractor related to any matter arising out of or connected with this Contract, such dispute shall be referred to the Arbitral Tribunal consisting of 03 (three) arbitrators, one each to be appointed by the Employer and Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrators, upon the request of either or both parties, the presiding arbitrator shall be appointed by the President, Institution of Permanent Way Engineers (India), New Delhi. The Indian Arbitration and Conciliation Act, 1996 the rules there under and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings;
- b) If one of the parties fails to appoint its arbitrators in pursuance of para (1) above, within 60 days after receipt of the notice of the appointment of its arbitrators by the other party, the Secretary General of the Permanent Court of Arbitration, the Hague or The President, Institution of Permanent Way Engineers, India, New Delhi shall appoint the Arbitrator. A certified copy of the Secretary General's order or The President, Institution of Permanent Way Engineers, India, New Delhi order, as the case may be, making such an appointment shall be furnished to both the parties.
- c) Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- e) All arbitration awards shall be in writing and shall state the reasons for the award.

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**12. INSPECTION, TESTING, TEST CERTIFICATES:**

- a) The acceptance of material is subject to Inspection / Testing by BBJ (Quality assurance) Dept. or their authorized representative.
- b) All expenses involved for Inspection / Testing shall be borne by the Bearing manufacturer.
- c) The Bearing 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 BBJ or their authorized Representative without any extra cost to BBJ.
- d) **INSPECTION CALL LETTER** should be sent by the Bearing Manufacturer minimum **7 (Seven) days in advance** at BBJ Office at 27, R. N. Mukherjee Road, Kolkata-700 001.
- e) All Test Certificates for raw materials (both physical and chemical) and finished materials are to be provided and submitted by the bearing manufacturer at the time of inspection and along with supply without any extra cost to BBJ.

**13. CHANGE OF ORDERS:**

- i) The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the followings:-
  - a) Designs or specifications where equipment to be furnished under the contract are to be specially manufactured for the Purchaser.
  - b) Method of transportation or packing.
  - c) Place of delivery.
  - d) Services to be provided by the supplier.
- ii) If any such change causes an increase or decrease in the cost or the time required for the execution of the contract, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

**14. SUB-LETTING:**

The Bidder cannot assign or transfer and sub-contract its interest / obligations under the contract without prior written permission of the Purchaser.

**15. GENERAL LIEN:**

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole the Performance Bank Guarantee or Bank Draft of the Supplier. In the event of Performance Bank Guarantee or Bank Draft being insufficient, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall have to pay to the Purchaser, on demand, the remaining balance due.

**16. PACKAGING:**

The Supplier shall ensure that equipment with all relevant accessories are securely and adequately is packed to ensure safe arrival at the destination fully withstanding all hazards such as rough handling etc. during transit of the equipments.

**17. REPLACEMENT OF DEFECTIVE EQUIPMENTS:-**

- i) If the equipment or any part thereof, is found defective or fails to meet the requirements of the contract, before it is accepted, BBJ shall give notice to the supplier setting forth details of such defects or failures and the supplier shall forthwith arrange to set right the defective equipment or replace the same by the good one to make it comply with the requirements of the contract. This, in any case, shall be completed within a period not exceeding one (1) month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the supplier free of cost.
- ii) Should the supplier fails to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the supplier. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier against this Purchase Order/LOI.



**SPECIAL CONDITION OF CONTRACT**

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- iii) If the equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the supplier for such loss or defective equipment and the Supplier shall arrange to supply the same within three (3) months of such order at the same prices and on the same general terms and conditions as mentioned in this Purchase Order/LOI.

**18. FORCE MAJEURE:**

- a) If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall by reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist.
- b) In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract.
- c) Provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable equipments, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such equipment, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

**19. TERMINATION FOR DEFAULT:**

The Purchaser may without prejudice to any other remedy for breach of contract by written notice of default sent to supplier terminate this contract in whole or in part:

- a) If the supplier fails to complete the total work / supply / service as per requirement 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 (7) days and then 48 (forty eight) hours notice. Additional cost if incurred shall be recovered from the supplier's bill.
- b) If the supplier fails to perform any other obligation(s) under the contract; and
- c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as purchaser may inform in writing) after receipt of the default notice from the purchaser.
- d) On a notice period of 30 days.

In the event the Purchaser terminates the contract in whole or in part pursuant to above para, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar equipment. However, the supplier shall continue the performance of the contract to the extent not terminated.

**20. ADD ON / REPEAT ORDER:**

Purchaser reserves the right to place Add on / Repeat order for additional quantity up to 100% of the original quantity at the same rate and terms & conditions of the purchase order within one (1) year from the date of issue of Purchase Order.

**21. PATENT RIGHTS:**

The supplier shall indemnify the Purchaser against all third party actions / claims of infringement of patent, trademark or industrial design rights arising from the use of equipment or any part thereof.

- 22. **DOCUMENTS:** Machineries should be supplied along with all relevant & necessary documents to BBJ.

**Annexure – I**

**FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)**

To,  
The Braithwaite Burn & Jessop Construction Company Limited,  
27, Rajendra Nath Mukherjee Road, Kolkata – 700001.

**OUR LETTER OF GURANTEE NO. :** \_\_\_\_\_

In consideration of “The BBJ Construction Company Limited, Kolkata”, (hereinafter referred to as “The Purchaser”) having its Head office at 27, Rajendra Nath Mukherjee Road, Kolkata - 700001 and entered into an agreement/LoI No.\_\_\_\_\_ dated \_\_\_\_\_ or issued Purchase Order No.\_\_\_\_\_ dated \_\_\_\_\_ with M/S\_\_\_\_\_ (hereinafter referred to as “The Supplier”);

WHEREAS, the Supplier having unequivocally accepted to design, manufacture & supply of steel bearing including all accessories as per terms and conditions given in the agreement/LoI dated \_\_\_\_\_ or Purchase Order No.\_\_\_\_\_ dated \_\_\_\_\_ and Purchaser having agreed that the supplier shall furnish to BBJ, Kolkata a Performance Bank Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for Rs.\_\_\_\_\_.

We, (“The Bank”) which shall include our successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No.\_\_\_\_\_ dated \_\_\_\_\_ in your favour on account of \_\_\_\_\_ (The Supplier) in cover of Performance Guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding Rs.\_\_\_\_\_/-( \_\_\_\_\_ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the supplier having failed to perform the agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on \_\_\_\_\_ (after the completion of the Guarantee / Warranty period of the machineries) including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this letter of Guarantee will become of no effect whatsoever whether returned to us or not.

**Notwithstanding ANYTHING CONTAINED HEREIN:**

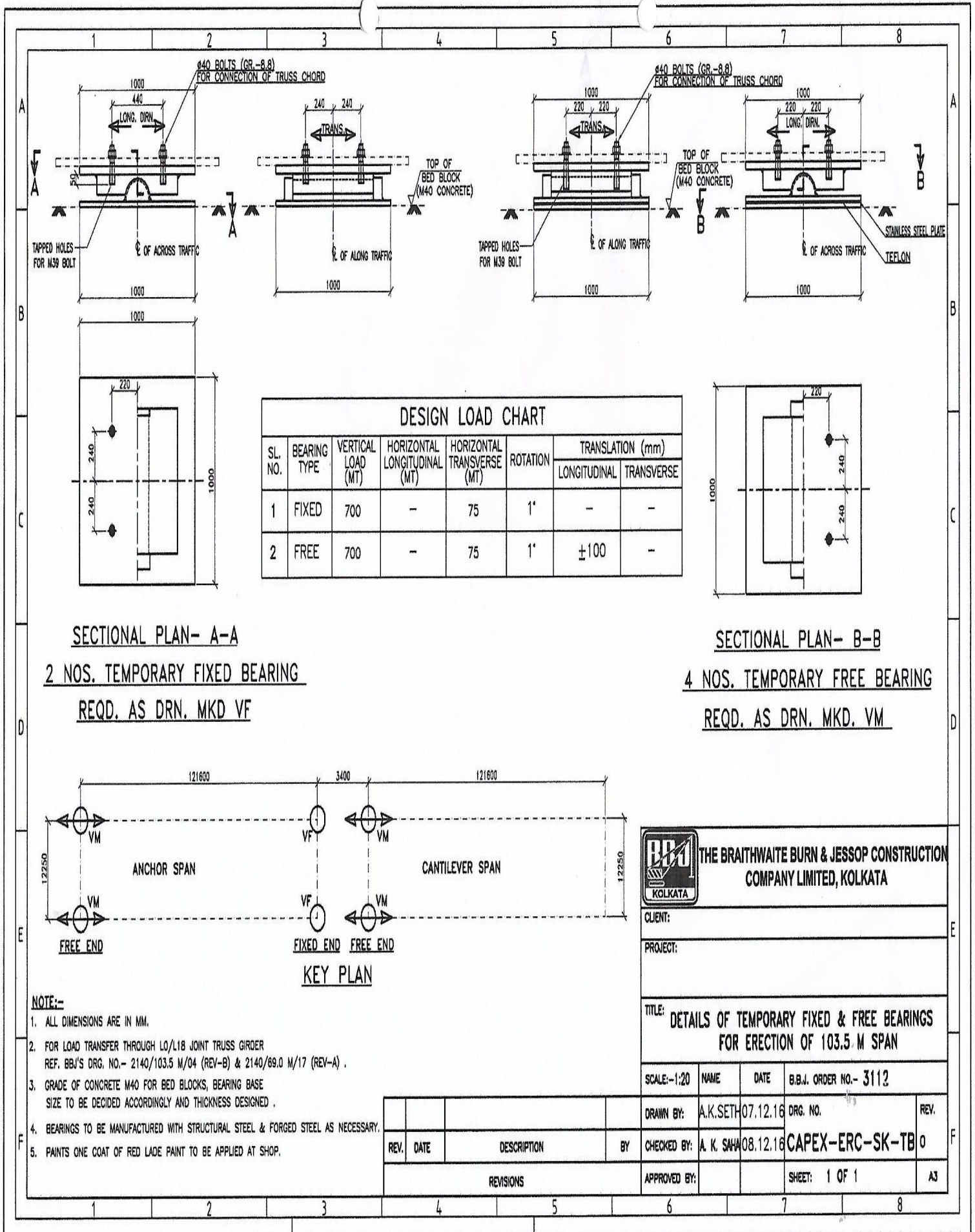
- a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- b) This Bank Guarantee should be valid up to \_\_\_\_\_ period.
- c) We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ period.

**Authorised Signature**

**Manager**  
**Seal of Bank**

**NOTE TO BOQ:**

- (1) 2% CST against "C" Form. "C" form will be provided by BBJ;
- (2) Way bill, if required, will be provided by BBJ; Entry Tax, if any, will be borne by BBJ;
- (3) Rate in figures of Excise duty, VAT/Central Sales Tax (CST) are to be mentioned in BOQ and percentage considered shall be mentioned separately;
- (4) Bidder should fill up all the columns of the above BOQ. If any columns of the above BOQ are not relevant / applicable to the bidder, then bidder should mention "0" in the respective columns or leave the column blank.
- (5) Mention the name of cost included in Other cost of BOQ.
- (6) Brand name & model no. of the quoted item is to be mentioned.



**DESIGN LOAD CHART**

SL. NO.	BEARING TYPE	VERTICAL LOAD (MT)	HORIZONTAL LONGITUDINAL (MT)	HORIZONTAL TRANSVERSE (MT)	ROTATION	TRANSLATION (mm)	
						LONGITUDINAL	TRANSVERSE
1	FIXED	700	-	75	1°	-	-
2	FREE	700	-	75	1°	±100	-

**SECTIONAL PLAN- A-A**

**2 NOS. TEMPORARY FIXED BEARING**

**REQD. AS DRN. MKD VF**

**SECTIONAL PLAN- B-B**

**4 NOS. TEMPORARY FREE BEARING**

**REQD. AS DRN. MKD. VM**

**KEY PLAN**

**NOTE:-**

- ALL DIMENSIONS ARE IN MM.
- FOR LOAD TRANSFER THROUGH L0/L1B JOINT TRUSS GIRDER REF. BBJ'S DRG. NO.- 2140/103.5 M/04 (REV-B) & 2140/69.0 M/17 (REV-A) .
- GRADE OF CONCRETE M40 FOR BED BLOCKS, BEARING BASE SIZE TO BE DECIDED ACCORDINGLY AND THICKNESS DESIGNED .
- BEARINGS TO BE MANUFACTURED WITH STRUCTURAL STEEL & FORGED STEEL AS NECESSARY.
- PAINTS ONE COAT OF RED LADE PAINT TO BE APPLIED AT SHOP.

**BBJ** THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, KOLKATA

CLIENT: \_\_\_\_\_

PROJECT: \_\_\_\_\_

TITLE: **DETAILS OF TEMPORARY FIXED & FREE BEARINGS FOR ERECTION OF 103.5 M SPAN**

SCALE:-1:20    NAME    DATE    B.B.J. ORDER NO.- 3112

DRAWN BY: A.K.SETHI 07.12.16    DRG. NO.    REV.

CHECKED BY: A. K. SAHA 08.12.16    **CAPEX-ERC-SK-TB 0**

APPROVED BY: \_\_\_\_\_    SHEET: 1 OF 1    A3

REV.	DATE	DESCRIPTION	BY
REVISIONS			