

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

NIT/DGM(P-V)/PIN/BUFFER

DATED: 09.11.2016

(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>NIT/DGM(P-V)/PIN/BUFFER</b>	<b>DATE</b>	<b>09.11.2016</b>
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**NOTICE INVITING TENDER**

Sealed Tenders are invited from reputed manufacturers/agencies for the following work:

<b>01.</b>	<b>NAME OF THE WORK</b>	<b>MANUFACTURE &amp; SUPPLY OF LINK PIN, BEARING SLAB AND BUFFER SLAB AS PER TECHNICAL SPECIFICATION &amp; BBJ SKETCH NOS. LP/SK-1 REV.-0 AND BFS/SK-1 REV.-0, INCLUDING TRANSPORTATION OF FINISHED COMPONENTS TO BBJ'S HEAVY PLANT YARD (HPY), HANDING OVER TO BBJ AFTER OBTAINING NECESSARY CERTIFICATION FROM BBJ OR THEIR AUTHORIZED REPRESENTATIVE.</b>
<b>02.</b>	<b>QUANTITY</b>	<b>AS PER BOQ.</b>
<b>03.</b>	<b>COMPLETION PERIOD</b>	<b>WITHIN 120 DAYS FROM THE DATE OF DELIVERY OF OUR LOI / PURCHASE ORDER, WHICHEVER IS EARLIER.</b>
<b>04.</b>	<b>COST OF TENDER DOCUMENT (NON-REFUNDABLE)</b>	<p><b>Rs. 1000.00 (RUPEES ONE THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER OR CASH IN FAVOUR OF "THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".</b></p> <p>SSI UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD VALID UPTO TENDER OPENING TIME) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING COST OF TENDER. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.</p> <p>BIDDER REGISTERED WITH DGS&amp;D AND PSU UNITS ARE ALSO EXEMPTED FROM SUBMISSION OF COST OF TENDER, PROVIDED THEY SHOULD SUBMIT NECESSARY SUPPORTING PAPAERS.</p>
<b>05.</b>	<b>EARNEST MONEY DEPOSIT</b>	<p><b>Rs. 1,50,000.00 (RUPEES ONE LAKHS FIFTY THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".</b></p> <p>EXISTING VENDORS MAY BE ADJUSTING THIRE EMD AMOUNT FROM THEIR PASSED BILL LYING WITH BBJ PROVIDED THEY SHOULD APPLY FOR THE SAME.</p> <p>SSI UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD VALID UPTO TENDER OPENING TIME) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING EMD. APPLICATION OF NEW REGISTRATION NO. WITH NSIC 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, EARNEST MONEY DEPOSIT (EMD) WILL BE REFUNDED AFTER FINALIZATION OF ORDER, WITHOUT ANY INTEREST.</p>

06.	<b>SECURITY DEPOSIT</b>	<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, INSTALLATION AND COMMISSIONING OF BOQ ITEMS INCLUDING ACCESSORIES AT HPY, WITHOUT ANY INTEREST, SUBJECT TO APPLIED FOR THE SAME.</b>
07.	<b>PERFORMANCE BANK GUARANTEE</b>	<b>SUCCESSFUL BIDDER SHALL HAVE TO FURNISH A PERFORMANCE BANK GUARANTEE AMOUNTING TO 10% (TEN PERCENT) OF THE CONTRACT VALUE, ISSUED BY A NATIONALIZED BANK, AS PER PRESCRIBED FORMAT GIVEN IN THIS TENDER AT <u>ANNEXURE - I</u>.</b>
08.	<b>ISSUE OF TENDER DOCUMENT</b>	<b>BETWEEN 10.11.2016 AND 09.12.2016 DURING OFFICE HOURS FROM BBJ'S HEAD OFFICE. THE TENDER DOCUMENT MAY ALSO BE DOWNLOADED FROM website: <a href="http://www.bbjconst.com">www.bbjconst.com</a> or <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> (CPP PORTAL).  "CORRIGENDUM", IF ANY, WILL APPEAR ONLY ON THE BBJ'S WEBSITE (<a href="http://www.bbjconst.com">www.bbjconst.com</a>) AND <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> (CPP PORTAL) AND NOT TO BE PUBLISHED IN ANY NEWSPAPER.</b>
09.	<b>LAST DATE &amp; TIME OF RECEIPT OF TENDER (TECHNO-COMMERCIAL &amp; PRICE BID)</b>	<b>RECEIPT UP TO 13.00 HRS. ON 10.12.2016 AT BBJ'S HEAD OFFICE.</b>
10.	<b>OPENING OF TENDER (TECHNO - COMMERCIAL PART)</b>	<b>ON 10.12.2016 AT 15:00 HRS. AT BBJ'S HEAD OFFICE.</b>

**(ANIMESH NEOGI)**  
**DGM(P-V)**

**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 Agency shall perform certain work or provide certain facilities, it is understood that the Agency 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**

**The bidder must submit documentary evidence towards manufacture and supply of machined heavy load bearing items for bridge or any important structures or Link Pin for cantilever erection of bridge girder.**

**4. SUBMISSION OF BID**

a) All the pages of the tender document are 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 are to be signed and sealed with Company's seal. **In the event of any difference between figure & words of the quoted rates, the rate quoted 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. Tenders to be submitted in two parts as per following:

**c) TECHNO-COMMERCIAL PART:**

The Techno-Commercial bid should contain the following:-

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

ii) **Technical Specification / brochure** of BOQ items duly signed with official stamp.

iii) **Brand name of the offered items must be indicated in Techno-commercial bid.**

iv) Copy of **PAN No.** & copy of **VAT/CST registration No.** duly signed with official stamp.

v) Copy of **Provident Fund (PF)** registration number of your organisation;

vi) **Earnest Money Deposit (EMD)** of Rs. 1,50,000.00 (Rupees One Lakh Fifty Thousand only) in the form of Demand draft or Pay Order in favour of "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" payable at "KOLKATA".

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 including accessories at our HPY, without any interest, subject to applied for that.

vii) **Cost of Tender Document (Non refundable)** of Rs. 1,000.00 (Rupees One Thousand only) in the form of Demand draft or Pay Order or cash in favour of "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" payable at "KOLKATA".

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

**INSTRUCTION TO BIDDERS**

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**d) PRICE PART:**

Properly filled up **BILL OF QUANTITY (BOQ)** in the tender document duly sealed and signed shall have to be put in a separate sealed envelop superscribing **“TENDER NOTICE NO.”** and **“PRICE PART”**.

e) The above two sealed envelope i.e. ‘TECHNO-COMMERCIAL PART’ and ‘PRICE-PART’ shall have to be put into another sealed envelope superscribing **“TENDER NOTICE NO. & NAME OF WORK”** and are to be submitted to BBJ’s Head Office within due date & time.

**5. OPENING OF FINANCIAL BID:**

Price offers of only those bidders will be opened whose Techno-commercial bids are found to be qualified and acceptable to BBJ. Bidder’s representative may attend on the Price offer opening date. The qualified parties shall be notified with date and time of opening of the Price Offer.

6. All costs and 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 cost expenses.

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

8. The award of the order or rejection of the bidder’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. Bidders 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.

9. **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. In case of division of ordered quantity among the number of parties, distribution of quantity will be accordingly done by the Purchaser on an individual tender.** However, the distribution of tendered quantity amongst the techno-commercially eligible 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.

**10. 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.

**12. VALIDITY OF TENDER**

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

**14. PURCHASER’S RIGHT TO VARY QUANTITIES:**

The Purchaser reserves the right, at the time of award of the contract, to increase or decrease the quantity of BOQ items without any change in the lowest unit price of the ordered quantity.

**13. CANCELLATION OF LETTER OF INTENT (LOI) / PURCHASE ORDER:**

Failure of the successful bidder to comply with the requirement of submission of Performance Bank Guarantee in time (i.e within 15 days from the date of issue of LOI/Purchase Order, whichever is earlier) shall constitute sufficient ground for cancellation of accepted LOI/Purchase Order issued to supplier and forfeiture of security deposit (EMD). In such case, Purchaser may offer the tendered quantity to other bidder at the discretion of the Purchaser or call for new bids.

15. **EXEMPTION FOR MICRO & SMALL ENTERPRISES:**

- i) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given following benefits:-
  - a) Exemption from payment of Cost of tender document;
  - 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 of the Registration Certificate issued by NSIC. **Firms in the process of obtaining NSIC Registration will not be considered for the benefits.**

16. **ADVANCE PAYMENT:**

**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 are to be provided by the Bidder, as per norms of the BBJ.**

**TECHNICAL SPECIFICATION FOR LINK PIN**

**INSPECTION AND TEST OF THE ABOVE ITEM ARE TO BE DONE STRICTLY  
FOLLOWING THE STEPS MENTIONED BELOW:**

1. All the raw steel materials for the whole lot of 375mm. X 1280mm long Link Pins, 40mm Ø X 500mm Long MS Studs, Std. Hex Head M40 MS Nuts Machined Round MS Washers, 20mm thick X 375mm. MS End Plates, M24 X 90mm long MS Eye Bolts and Slotted Head Counter Sunk M24 X 75mm long MS Screws shall be formally offered by the party for inspection and testing at their workshop before commencement of the work.
2. On receiving the Inspection Call Letter from the party, BBJ shall carry out the visual and dimension checking of all the raw materials offered by the party only at their workshop. Inspection of these items from starting of the job to the final stage i.e at all the stages of inspection shall be carried out by BBJ only at the workshop of the party to avoid the mixing of raw materials for BBJ to those for the others, to execute the inspection in proper way and to establish the traceability of the raw materials to the finished product.
3. After being satisfied with the raw materials for the above items by visual and dimension checking, BBJ will clear the materials for next operation. After receiving clearance, the party will put marking on the Rounds for Pins for slicing them to get the individual lengths for the items keeping provisions for test pieces from each Round of multiple lengths the and there in presence of BBJ. Plates for 20mm. thick End Plates also should be cleared after visual and dimensions checking by BBJ.
4. BBJ will put their own Steel Hard Punch and proper Identification Mark with Paint or Permanent Marker on each part of the Round for Pins for multiple lengths and Plates for End Plates marked for individual pieces as well as on the area earmarked for Test Pieces.
5. The party shall provide the Test Pieces from Round and Plates to BBJ for all necessary tests (both Chemical and Physical), that will be collected by BBJ for submission to their nominated Tests Agency. The party shall also provide the required Test Samples from Studs, Hex Nuts, Washers, Eye Bolts and CSK Screws etc. in finished condition to BBJ for all necessary tests as well after getting clearance from BBJ regarding visual and dimensional checking.
6. On receipt of the Test Certificates against Chemical and Physical Tests indicating positive test results and confirmation regarding the right quality of the raw materials from their nominated Test Agency, 100% Ultrasonic Test will be done on all the Rounds of multiple lengths for Pins to detect the internal flaw, inclusion, crack etc. in the raw material as a part of non-destructive tests.
7. If no internal defect could be detected in the Rounds for Pins by Ultrasonic test, BBJ will give clearance for slicing of the Rounds of multiple lengths to the individual lengths of Link Pins bearing BBJ's Steel Hard Punch and Identification Mark on each of them.
8. After slicing to obtain the individual lengths, BBJ will transfer their Steel hard Punch and Identification Mark on both sides of each of the individual lengths of Rounds for Pins. Then machining on round surfaces of the individual lengths can be started.
9. On completion of machining on the Round faces, Steel Hard Punch and Identification Mark will be transferred on the Round faces and final machining on the edges can be started and threaded tapped holes on both edges holes for Studs can be done.

**TECHNICAL SPECIFICATION**

10. On completion of the machining job of the Link Pins, 100% Dye Penetration Test will be done on all the surfaces of each of the Link Pins to detect the surface cracks etc. if any.
11. If no surface irregularities could be detected on the Link Pins, BBJ will carry out checking of these items for final dimensions.
12. On receiving the Test Certificate against Chemical and Physical Test indicating positive test results and confirmation regarding the right quality of the Plate materials from their nominated Test Agency. BBJ will give clearance for manufacturing of 20mm thick End Plates.
13. Only receiving the Test Certificate against Chemical and Physical Test indicating positive test results and confirmation regarding the right quality of the Studs, Hex Nuts, Washers, Eye bolts and CSK Screws etc. from their nominated Test Agency, BBJ will finally accept these items.
14. After checking the dimensions of the Link Pins and End Plates by BBJ, if these dimensions are found to be acceptable, final acceptance certificate will be issued to the party as final clearance for these items.
15. On receiving the final acceptance certificate, the party will deliver the finished items with proper packing so that damage on the machine surfaces of the Link Pins can be avoided during transit.

**TECHNICAL SPECIFICATION FOR BEARING SLAB & BUFFER SLAB**  
**INSPECTION AND TEST OF THE ABOVE ITEM/S ARE TO BE DONE STRICTLY**  
**FOLLOWING THE STEPS MENTIONED BELOW:**

1. The raw steel materials for the whole lot of 225mm. thick X 1000mm X 1250mm Bearing Slabs and 225mm. thick. X 1000mm. X 1150mm. Buffer Slabs shall be formally offered by the party for inspection and testing at their workshop before commencement of the work.
2. On receiving the Inspection Call Letter from the party, BBJ shall carry out the visual and dimension checking of all the raw materials offered by the party only at their workshop. Inspection of these items from starting of the job to the final stage i.e. at all the stages of inspection shall be carried out by BBJ only at the workshop of the party to avoid the mixing of raw materials for BBJ to those for the others, to execute the inspection in proper way and to establish the traceability of the raw materials to the finished product.
3. **TECHNICAL SPECIFICATION**-After being satisfied with the raw materials for the above items by visual and dimension checking, BBJ will clear the materials for next operation. After receiving clearance, the party will put marking on the raw material of multiple lengths for slicing them to get the individual lengths for the items keeping provisions for test piece from each full lengths then and there in presence of BBJ.
4. BBJ will put their own Steel Hard Punch and proper Identification Mark with Permanent Marker or Paint on each part of the marking on the raw materials of Multiple lengths for individual pieces as well as on the area earmarked for Test Pieces.
5. The party shall provide the Test Pieces from raw materials to BBJ for all necessary tests (both chemical and Physical), that will be collected by BBJ for submission to their nominated Tests Agency.
6. On receipt of the Test Certificates against Chemical and Physical Tests indicating positive test results and confirmation regarding the right quality of the materials from their nominated Test Agency, 100% Ultrasonic Test will be done on the raw materials of multiple lengths to detect the internal flaw, inclusion, crack etc. in the raw materials as a part of non-destructive test.
7. If no internal defect could be detected by Ultrasonic test, BBJ will give clearance for slicing of the raw materials of multiple lengths to the individual lengths of Bearing Slabs and Buffer Slabs having BBJ's Steel Hard Punch and Identification Mark on each of them.
8. After slicing to obtain the individual lengths, BBJ will transfer their Steel hard Punch and Identification Mark on both sides of each of the individual lengths. Then machining on the surfaces of the to longitudinal directions of the Bearing Slabs and Buffer Slabs can be started.
9. On completion of machining on the surfaces to longitudinal direction of ht Bearing Slabs and Buffer Slabs, Steel Hard Punch and Identification Mark will be transferred on these faces and final machining on the edges can be started and threaded tapped holes can be done.
10. On completion of the machining job of the Bearing Slabs and Buffer Slabs, 100% Dye Penetration Test will be done on all the surfaces of these two items to detect the surface cracks etc. if any.
11. If no surface irregularities could be detected on the Bearing Slabs and Buffer Slabs, BBJ will carry out checking of these items for final dimensions.
12. After checking the dimensions of the Bearing Slabs and Buffer Slabs by BBJ, if the dimensions are found to be acceptable, final acceptance certificate will be issued to the party as final clearance for these items.
13. On receiving the final acceptance certificate, the party will deliver the finished items with proper packing so that damage on the machined surfaces of the Bearing Slabs and Buffer Slabs can be avoided during transit.



**SPECIAL CONDITION OF CONTRACT**

**1. SCOPE OF WORK: AS PER BOQ.**

**2. INSPECTION /TESTING / TEST CERTIFICATES:**

- a) Manufactures Test Certificate and the finished Link Pin, Bearing Slab and Buffer Slab are subject to inspection by BBJ or their nominated representative.
- b) All expenses involved for Inspection /Testing shall be borne by the Link Pin, Bearing Slab and Buffer Slab Manufacturer.
- c) The Link Pin, Bearing Slab and Buffer Slab 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 Link Pin, Bearing Slab and Buffer Slab Manufacturer minimum **5 (five) days in advance** at our registered office at 27, R.N. Mukherjee Road, Kolkata-700 001.
- e) Test Certificates for raw materials (both physical and chemical) and finished materials are to be provided and submitted by the Link Pin, Bearing Slab and Buffer Slab Manufacturer at the time of Inspection and along with supply without any extra cost to BBJ.
- f) As mentioned in drawings, all tests and certificate to be submitted to BBJ in 02 copies.

**3. DELIVERY PERIOD:**

**Within 120 (One hundred twenty) days from the date of delivery of our LOI or Purchase Order, whichever is earlier.**

**4. DELIVERY AT:**

BBJ's Heavy Plant Yard at P-82, TARATOLA ROAD, GARDEN REACH, KOLKATA-700024.

**5. PAYMENT TERMS:**

- a) **90% (Ninety)** of the contract value will be released within 30 (Thirty) days after supply of Link Pin, Bearing Slab and Buffer Slab and submission of Bills with receipted challan duly certified by BBJ's representative along with other necessary documentations, subject to acceptance by BBJ or their authorized representative.
- b) Balance **10% (Ten)** of the total contract value will be released within 30 (Thirty) days after successful completion of the "**Guarantee/Warranty**" of 12 (Twelve) months from the date of last supply of Link Pin, Bearing Slab and Buffer Slab.

**6. GUARANTEE / WARRANTY PERIOD:**

- a) The BOQ items shall be strictly supplied in accordance with the specification, sizes, quantities and no deviation from such specification or alteration shall be made. Link Pin, Bearing Slab and Buffer Slab Manufacturer shall fully guarantee that the supplied items shall perform strictly in accordance with the specification and to be free from all defects in respect of materials and workmanship etc.
- b) On completion of the delivery of the Link Pin, Bearing Slab and Buffer Slabs to BBJ, the Manufacturer of Link Pin, Bearing Slab and Buffer Slabs shall be responsible for repairing or replacement of defective items for a **PERIOD OF 12 MONTHS FROM THE DATE OF LAST SUPPLY.**
- c) Should any supplied items not perform as intended or should materials and workmanship prove or found defective within a period of **12 (TWELVE) MONTHS FROM THE DATE OF LAST SUPPLY**, the supplied BOQ item, upon intimation of deficiency or defect, be promptly replaced or repaired by Link Pin, Bearing Slab and Buffer Slab Manufacturer to BBJ's satisfaction without delay and no extra cost to us.

**SPECIAL CONDITION OF CONTRACT**

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- d) The Link Pin, Bearing Slab and Buffer Slab Manufacturer shall make good and remedy at his own expenses within such period as stipulated, any defect which may develop or may be noticed before the expiry of 12 months.
- e) In case the Link Pin, Bearing Slab and Buffer Slab Manufacturer fails to make adequate arrangements to rectify the defects **within 7 (seven) days after receipt of Notice from BBJ**, necessary arrangements will be made by BBJ to rectify the defects without further Notice to the Link Pin, Bearing Slab and Buffer Slab Manufacturer and cost of such rectification shall be recovered from the amount kept by BBJ towards Performance Guarantee.
- f) If fails to effect proper replacement within a reasonable time after receipt of intimation to this effect, we shall take required corrective actions against Link Pin, Bearing Slab and Buffer Slab Manufacturer at their risk and cost.

**7. SECURITY DEPOSIT:**

Earnest Money deposited (EMD) by the successful bidder(s) will be converted into security deposit and will be retained till successfully completion of supply and commissioning of BOQ items including accessories at HPY, without any interest, subject to applied for that.

**8. PERFORMANCE BANK GUARANTEE (PBG):**

- a) The bidder is required to submit **PERFORMANCE BANK GUARANTEE (PBG)** from any Nationalised Bank for an amount equivalent to 10% of the Order value within 15 (fifteen) days from the date of delivery of LOI/Purchase Order, whichever is earlier and will be valid upto the end of Guarantee / Warranty Period as per **Annexure - I**.
- b) The proceeds of the Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.
- c) In case the Link Pin, Bearing Slab and Buffer Slab Manufacturer fails to make adequate arrangements to rectify the defects within 7 (seven) days after receipt of notice from BBJ, necessary arrangements will be made by BBJ to rectify the defects without further notice to the Link Pin, Bearing Slab and Buffer Slab Manufacturer and cost of such rectification shall be recovered from the amount kept by BBJ towards Performance Guarantee.

**9. ADVANCE PAYMENT:**

**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 to be provided by the Bidder, as per norms of the BBJ.**

**10. DOCUMENTS:** Items/machineries should be supplied along with the following:-

- i) **Operation manual** – Hard copy – 02 nos. per item, if available.
- ii) **Part catalogue** – Hard copy – 02 nos. per item, if available.
- iii) **Operation manual & Part catalogue** – Soft copy – 2 nos. per item, if available.

**11. PRICE VARIATION:**

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. LIQUIDATED DAMAGE:**

If the Link Pin, Bearing Slab and Buffer Slab Manufacturer fail 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.

**SPECIAL CONDITION OF CONTRACT**

**13. PACKING:**

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

**14. RISK PURCHASE:**

**TERMINATION OF CONTRACT:**

- a) If the persistently disregard the instruction of BBJ or failed to adhere to the agreed program by a margin of 10% of the stipulated period, BBJ shall be at liberty to terminate the contract in full or part as would be applicable by issuing first 7 (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, 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. Additional cost if incurred shall be recovered from the Link Pin, Bearing Slab and Buffer Slab Manufacturer's bill and Security deposit.

**15. SUB-LETTING:**

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

**16. ARBITRATION:**

In the event of any dispute arising between Purchaser i.e BBJ and the Supplier in any matter covered by this contract, the tribunals and courts will have the exclusive jurisdiction in respect of all matters and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration.

**17. CHANGE OF ORDERS:**

- i) The Purchaser may at any time by written order given to the supplier make changes within the scope of the contract in any one or more of the followings:-
  - a) Drawings, 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 and/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, as the case may be and the contract shall accordingly be amended.

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

BBJ 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.

**19. 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.

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

To,  
The Braithwaite Burn & Jessop Construction Company Limited,  
27, R. N. Mukherjee Road, Kolkata – 700 001.

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

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

WHEREAS the Supplier having unequivocally accepted to supply the equipments as per terms and conditions given in the Agreement dated \_\_\_\_\_ or Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and BBJ, Kolkata 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 Bank Guarantee will expire on \_\_\_\_\_ (after the completion of the Guarantee / Warranty period of the supplied equipments) 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 \_\_\_\_\_).
- 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**

**TENDERER(S)**

**PRICE BID**

**BILL OF QUANTITIES (BOQ)**

Sl. No.	DESCRIPTION OF WORKS	UNIT	QTY.	BASIC UNIT RATE (Rs.)	EXCISE DUTY (Rs.)	VAT/CST (IF ANY AGAINST C-FORM) (Rs.)	TOTAL UNIT PRICE (Rs.)	OTHER COST (TRANSPORTATION COST, PACKAGING COST ETC.) (Rs.)	TOTAL COST (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8=5+6+7)	(9)	(10=8x4+9)
1.	375mm dia x 1280mm long Link Pins conforming to EN-24 of BS:970, forged, normalized and mechanized with 16 nos. 40mm dia x 500mm long MS Studs, 32 nos. Standard Hex. Head M40 MS Nuts and 32 nos. suitable machined round MS Washers, 02 nos. 20mm thick x 375mm dia MS End Plates, 02 nos. M24 x 90mm long MS Eye Bolts and 84 nos. Slotted Head Counter Sunk M24 x 75mm long MS Screws complete as per BBJ's Sketch No. LP/SK-1, Revision-0.	Set	07 (Seven)						
2.	225mm thick x 1000mm x 1250mm Bearing Slabs conforming to EN-19 of BS:970, forged normalized and machined complete as per BBJ's sketch no. BFS/SK-1, Revision-0	No.	04 (Four)						
3	225mm thick x 1000mm x 1150mm Buffer Slabs conforming to EN-19 of BS:970, forged normalized and machined complete as per BBJ's sketch no. BFS/SK-1, Revision-0	No.	04 (Four)						

**NOTE TO BOQ:**

- (1) The drawings of above equipments are also available at BBJ's Drawing Office at 27, R. N. Mukherjee Road, 2<sup>nd</sup> Floor, Kolkata -700001 and can be seen during the office hours till tender issue date.
- (2) Way bill, if required, will be provided by BBJ;
- (3) 2% CST against "C" Form. "C" form will be provided by BBJ;
- (4) Rate in %age of Excise duty, VAT/Central Sales Tax (CST) should be mentioned separately;
- (5) Bidder should fill up all the columns of the above BOQ. If any column of the above BOQ is not relevant / applicable to the bidder, then bidder should strike out or mentioned "NOT APPLICABLE" in the respective column.
- (6) Rate to be mentioned both in Figures and Words. In the event of any difference between figure & words of the quoted rates, the rate written in word shall be considered for evaluating the tender.
- (7) Brand name of the equipments must be indicated in Techno-commercial bid.
- (8) Mention the name of cost included in Other cost at Sl. No (9) of above BOQ.





