

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM(P-V)/P&M/PORTA CABIN & CONTAINER

DATE: 25.11.2016

(A Government of India enterprise)

27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700 001 (WEST BENGAL)

PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961

E-MAIL: info@bbjconst.com; website: www.bbjconst.com;

TENDER NO.	NIT/DGM(P-V)/P&M/PORTA CABIN & CONTAINER	DATE	25.11.2016
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NOTICE INVITING TENDER

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

01.	NAME OF THE WORK	SUPPLY AND COMMISSIONING OF STEEL PORTABLE CABIN AND STEEL CONTAINER AS PER ANNEXURE II AND SHOWING ITS SATISFACTORY PERFORMANCE TO THE PURCHASER.
02.	QUANTITY	AS PER BOQ
03.	EARNEST MONEY DEPOSIT (EMD)	<p>Rs 10,000.00 (RUPEES TEN THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".</p> <p>EXISTING VENDORS MAY ADJUST THEIR EMD AMOUNT FROM THEIR PASSED BILL LYING WITH BBJ PROVIDED THEY SHOULD APPLY FOR THE SAME.</p> <p>MES / SSI UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD VALID UPTO TENDER OPENING TIME) FOR THE BOQ ITEMS ARE EXEMPTED FROM PROVIDING EMD. <u>COPY OF NSIC CERTIFICATE WITH AUTHORISED SIGNATORY MUST BE ENCLOSED.</u> APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.</p> <p>BIDDER REGISTERED WITH DGS&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>
04.	SECURITY DEPOSIT	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 BOQ ITEMS INCLUDING ALL ACCESSORIES, WITHOUT ANY INTEREST, SUBJECT TO APPLIED FOR THE SAME.

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05.	PERFORMANCE GUARANTEE	SUCCESSFUL BIDDER SHALL HAVE TO FURNISH A BANK DRAFT OR PERFORMANCE BANK GUARANTEE AMOUNTING (AS PER ANNEXURE I) OF 10% (TEN PERCENTAGE) OF THE CONTRACT VALUE, ISSUED BY A NATIONALIZED BANK / SCHEDULE BANK. THE PERFORMANCE GUARANTEE SHALL REMAIN VALID UP TO THE GUARANTEE / WARRANTY PERIOD OF 12 MONTHS.
06.	ISSUE OF TENDER DOCUMENT	BETWEEN 25.11.2016 AND 08.12.2016 DURING OFFICE HOURS AT BBJ'S HEAD OFFICE. THE TENDER DOCUMENT MAY ALSO BE DOWNLOADED FROM OUR WEBSITE www.bbjconst.com , www.eprocure.gov.in (CPP PORTAL). "CORRIGENDUM", IF ANY, WILL ONLY APPEAR ON OUR WEBSITE www.bbjconst.com .
07.	LAST DATE & TIME OF RECEIPT OF TENDER DOCUMENT	RECEIPT UP TO 13.00 HRS. ON 09.12.2016 AT BBJ'S HEAD OFFICE.
08.	OPENDING OF TENDER (TECHNO COMMERCIAL PART)	AT 15.00 HRS. ON 09.12.2016 AT BBJ'S HEAD OFFICE.

(ANIMESH NEOGI)
DGM(P-V)

INSTRUCTION TO BIDDERS

1. 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.

2. ELIGIBILITY CRITERIA

- I. The bidder should be either Original Equipment Manufacturer (OEM) or Authorized Dealer, (Please submit Manufacturer's valid authorization certificate / letter on the OEM's Letter Head duly signed by authorized signatory to be submitted are to be submitted).
- II. The bidder should submit Annual Report (Balance Sheet and Profit & Loss Account) duly certified by a Chartered Accountant and copy of Income Tax Returns (ITR) filed for the last three financial years ending 31st March 2016.
- III. Bidder should have experience of having successfully completed similar supplies (as per Annexure-II) during the Last Three Years ending 31st March 2016. (Please submit attested copy of supply order / completion certificate).
- IV. The bidder should not have been barred by any PSU / Govt. Department in doing business with them. (Please submit self declaration).

3. SUBMISSION OF BID

- a) All the pages of the Tender document 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 corrections and new entries 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 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:
 1. Documents in support of **ELIGIBILITY CRITERIA** as mentioned in Clause No.2 above.
 2. Technical Specification/brochure of quoted portable cabin and container need to be submitted.
 3. Brand NAME & MODEL no. of quoted items must be indicated in Techno-commercial bid.
 4. Copy of PAN No. & copy of VAT/CST registration no. duly signed with official stamp.
 5. Copy of Provident Fund (PF) registration number of your organisation;
 6. Submission of downloaded tender document without BOQ duly signed with official stamp;
 7. Earnest Money Deposit (EMD) of Rs. 10,000.00 (Rupees Ten 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, without any interest, subject to applied for that.

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

INSTRUCTION TO BIDDERS

d) PRICE PART

Properly filled up BILL OF QUANTITY (BOQ) in the tender document duly sealed and signed shall be put into another sealed envelope superscribing "TENDER NOTICE NO." and "PRICE PART".

- e) **The above two sealed envelope i.e. 'TECHNO-COMMERCIAL PART' and 'PRICE-PART' shall be put into another sealed envelope superscribing "TENDER NOTICE NO./NAME OF WORK" to be submitted to BBJ's head office on or before of last date of submission of tender.**

4. 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.

5. 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 and expenses.
6. **Conditional tenders will be rejected and no additional clause will be entertained.**
7. 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.
8. **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.
9. **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.
10. **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.

11. 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.

12. ADVANCE PAYMENT:

Normally, 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 amount of Bank Guarantee issued by a Nationalized Bank are to be provided by the Bidder, as per norms of the BBJ.

INSTRUCTION TO BIDDERS

13. EXEMPTION FOR MICRO & SMALL ENTERPRISES:

- i) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given following benefits:-
- a) Issue of Tender set free of cost
 - 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.**

14. EVALUATION OF BIDS: Tenders will be evaluated based on **Technical** and **Financial Bid**.

In case of Technical bid tenders will be evaluated on the following basis:-

- (i) Original Equipment Manufacturer / Authorized Dealer Certificate from OEM.
- (ii) Attested copy of past supply order/completion certificate of similar supplies (as per Annexure II) during the last three years.
- (iii) Annual Report (Balance Sheet and Profit & Loss Account) duly certified by a Chartered Accountant and Copy of Income Tax Returns (ITR) filed for the last three financial years ending 31st Mar'16.
- (iv) Technical Specification/brochure for steel Portable Cabin & container.
- (v) EMD amount of Rs. 10,000/- or exempted as per our NIT (copy of NSIC certificate must be enclosed)
- (vi) Copy of **PAN No.** & copy of **VAT/CST registration no.** duly signed with official stamp.
- (vii) Copy of **Provident Fund (PF)** registration number of your organisation;
- (viii) Substantive Responsiveness of the Bid i.e. a substantially non-responsive bid shall be rejected by the Purchaser.
- (ix) Self Declaration certificate that the bidder is not barred by any PSU/Govt. Dept.

The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a staging pipe and fittings deviation.

Financial Bid of only those bidders who qualify in the Technical Bid shall be opened and the time and date to be notified separately. The Financial Bid will be evaluated on the ranking that shall be carried out on the landed price of portable cabin offered inclusive of all taxes.

The Purchaser does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and tenderer shall supply the same at the rate quoted.

The distribution of tendered quantity amongst the technically and commercially complied bidders, if required, shall be based on merits of each case. The BBJ Construction Co. Ltd. shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

15. 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 specified in BOQ as per requirements without any change in unit price of the ordered quantity. In case of division of order among number of parties, the distribution of quantity will be accordingly done by the Purchaser on an individual tender.

INSTRUCTION TO BIDDERS

16. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the purchaser's action.

17. NOTIFICATION OF SUCCESSFUL BIDDER:

Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax or e-mail that its bid has been accepted. The notification of the award will constitute the formation of the contract. The successful bidder will furnish the Performance Guarantee within 15 days of the notification. Upon successful bidder furnishing the Performance Guarantee, the Purchaser will notify each unsuccessful bidder and will discharge its bid bond.

18. POST BID CLARIFICATIONS:

No post bid clarifications at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

19. DELIVERY:

Delivery of the portable cabin and container shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special conditions of the contract and portable cabin & container shall remain at the risk of the supplier until delivery have been completed in full. The Schedule of delivery shall be the essence of the contract.

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GENERAL CONDITIONS OF THE CONTRACT

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01. PRICE APPLICABILITY:

Prices quoted by the bidder in the Price Bid Schedule shall remain valid for a period of 01 (One) year from the date of issuing Purchase order.

02. STANDARDS:

The supplied steel portable cabins & container under the contract shall conform to the standards mentioned in the Technical Specifications in **Annexure -II**.

03. 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 portable cabin or any part thereof.

04. PERFORMANCE BANK GUARANTEE:

- i) Within 15 (fifteen) days of the supplier's receipt of Letter of Intent (LOI)/Purchase Order, whichever is earlier, the Supplier shall furnish a Performance Bank Guarantee (**as per Annexure I**) or Bank Draft amounting to 10% (Ten percentage) of the contract value / Purchase order issued by a Nationalized Bank / scheduled Bank in the prescribed format given in this tender.
- ii) The proceeds of the Performance 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.
- iii) The Performance Bank Guarantee or Bank Draft will be discharged by the Purchaser after completion of the Suppliers obligations including Guarantee / Warranty period of 12 months.

05. WARRANTY:

- (i) The supplier shall give warranty that steel portable cabin & container are to be supplied shall be new and free from all defects and faults. 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 portable cabins & container, design or workmanship such as corrosion of the portable cabin & container, inadequate contact protection, deficiencies and/or otherwise 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 portable cabin & container are faulty. This warranty shall survive inspection or payment for, and acceptance of portable cabin & container after the portable cabin & container has been taken over.
- (ii) **Comprehensive onsite warranty for 01 (one) year for all the supplied equipments. Services, repair & replacement of defective spares/parts under warranty will provide free of cost at sites.**
- (iii) If it becomes necessary for the supplier to replace or renew any defective portion/ portions of the portable cabin & container under this clause, the provisions of the clause shall apply to the portion/ portions of portable cabin & container replaced or renewed or until the end of the warranty period. 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 the Purchaser may have against the Supplier in respect of such defects.
- (iv) Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

06. 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.

GENERAL CONDITIONS OF THE CONTRACT

- 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.

07. **SUB-LETING:**

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

08. **LIQUIDATED DAMAGES:**

- (i) The date of the delivery of the steel portable cabins & containers stipulated in the acceptance of tender should be deemed to the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.
- (ii) In case the Supplier fails to supply the steel portable cabins & containers against the order, the same shall be procured from other suppliers at the cost and risk of the Supplier and the excess money will be recovered from any dues of the party.
- (iii) For late deliveries, as liquidated damages, a sum equal to 2% (Two percentage) of the price of any steel portable cabins & container not delivered or total order value in case where part delivery is of no use to the Purchaser, for a week or part of a week, subject to maximum limit of 10% of the total order will be recovered from the Supplier. The Purchaser also reserves the right to cancel the order and in such cases, purchaser will forfeit the Performance Bank Guarantee or demand draft and may also debar the Supplier for future purchases.
- (iv) Liquidated damages can be recovered from any dues of the supplier.

09. **ARBITRATION:**

In the event of any dispute arising between 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.

10. **RISK PURCHASE:**

In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right :-

- a) To reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Purchaser.
- b) To determine the Contract by giving two weeks notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier. The amount that would be incurred in excess for carrying out the work at Risk and Cost shall be adjusted by encashment of the PBG or Bank Draft and from due amount of the supplier.

11. **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 the Performance Guarantee or bank draft being insufficient, the balance or the total sum recoverable, as 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 pay to the Purchaser on demand the remaining balance due.

GENERAL CONDITIONS OF THE CONTRACT

12. **PACKING:**

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

13. **REPLACEMENT OF DEFECTIVE PORTABLE CABIN & CONTAINER:**

- (i) if any steel portable cabin and/or container or any part thereof is found defective or fails to meet the requirements of the contract before it is accepted, BBJ shall give the Supplier a notice setting forth details of such defects or failures and the supplier shall forthwith arrange to set right the defective portable cabin and/or container 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. Should the Supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the portable cabin and/or container 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.
- (ii) If any steel portable cabin and/or container 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 portable cabin and/or container 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.

14. **FORCE MAJEURE:**

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.

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.

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.

GENERAL CONDITIONS OF THE CONTRACT

15. 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 deliver any or all the portable cabin and/or container within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser.
- 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 the Purchaser may authorize 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, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, portable cabin and/or container similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar portable cabin. However, the Supplier shall continue the performance of the contract to the extent not terminated.

16. TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

17. 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.

18. INSPECTION AND TESTS:

- i) Manufacturer's Test Certificate & by Quality Assurance Dept./BBJ and/or their authorized representative
- ii) The Purchaser or its representatives shall have the right to inspect and test the equipment for their conformity to the specifications. The purchaser may also appoint an agency for this purpose. Where the Purchaser decides to conduct such tests on the premises of the Supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. If the tested equipment fails to conform to the specifications, the Inspector may reject them & the supplier shall either replace the rejected equipment or make alteration necessary to meet the specifications requirements free of cost to the purchaser.
- iii) Notwithstanding the pre-supply tests and inspections, the equipment on receipt in the Purchaser's premises shall also be tested and if any equipment or part thereof is found defective, the same shall be replaced free of cost to the Purchaser.
- iv) If any equipment, before it is taken over, is found defective or fails to fulfill the requirements of the contract, the Purchaser shall give notice to the supplier setting forth details of such defects or failures and the Supplier shall make the equipment good or alter the same to make it comply with the requirements of the contract within a period not exceeding One (01) months of the initial report. These replacements shall be made by the Supplier, free of all charges, at the site(s).

SPECIAL CONDITIONS OF CONTRACT

The following Special conditions of the contract shall supplement to the General Conditions of the Contract. Whenever there is a conflict, the provision herein shall prevail over those in the General Conditions of the Contract.

01. PRICE BASIS:

F.O.R. Destination is mentioned in respective BOQs.

02. PAYMENT TERMS:

Payment will be released by BBJ in Indian Rupees as follows:

- (i) **90% (Ninety) payment within 30 (Thirty) days from the date of supply and installation at the F.O.R destination.**
- (ii) **Balance 10% (Ten) within 30 (Thirty) days of successful commissioning at F.O.R. destination, subject to certificate from the inspecting agency that steel portable cabins and containers have been successfully installed and used satisfactorily.**
- (iii) **No payment will be made for portable cabin rejected on testing.**

03. PAYING AUTHORITY:

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

04. CONSIGNEE:

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

05. INSPECTION AUTHORITY:

Manufacturer's Test Certificate and Quality Assurance Dept. of BBJ and/or their authorized representatives;

06. DELIVERY SCHEDULE (PLACE & TIME):

Delivery will be made in the following phases:

- (i) **1st Delivery (Immediate): Supply & commissioning of 01 (One) no. of Steel Portable Cabin and 02 (Two) nos. of Steel Container at Parodia, around 15 (fifteen) KM from Monohorpur, Jharkhand state WITHIN 01 (ONE) MONTHS from date of LoI/Purchase Order, which ever is earlier;**
- (ii) **Balance Delivery: Supply & commissioning of 01 (One) no. of Steel Portable Cabin and 01 (One) no. of Steel Container WITHIN 6 (SIX) MONTHS OR INTIMATION AFTER THE 1ST DELIVERY, whichever is earlier, at HEAVY PLANT YARD (HPY), BBJ, P-82, Taratala Road, Garden Reach, Kolkata-700024.**

07. LIQUIDATED DAMAGES (LD) :

A sum equal to 2% of the Purchase Order value per week or part of a week of any supplied equipments / services not delivered within stipulated time period or total order value, in case where part delivery is of no use to the Purchaser will be recovered from the Supplier's bill, subject to maximum limit of 10% of the total Order value.

SPECIAL CONDITIONS OF CONTRACT

08. SECURITY DEPOSIT:

Earnest Money deposited (EMD) submitted by the successful bidder(s) will be converted into security deposit and will be retained by BBJ till successfully completion of supply and commissioning of steel portable cabins and container including accessories, without any interest, subject to applied for that.

09. PERFORMANCE GUARANTEE (PBG):

Within 15 (fifteen) days of the supplier's receipt of Letter of Intent (LOI)/Purchase Order, whichever is earlier, the Supplier shall furnish a Performance Bank Guarantee (as per Annexure I) or Bank Draft amounting to 10% (Ten percentage) of the contract value/Purchase order issued by a Nationalized Bank / schedule Bank and it will be valid up to the end of Guarantee/Warranty Period.

The proceeds of the Performance Bank Guarantee or Bank Draft shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract. The Performance Bank Guarantee or Bank Draft will be discharged by the Purchaser after completion of the Suppliers obligations including Guarantee / Warranty period of 12 months.

10. WARRANTY:

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.

After expiry of the warranty period, the supplier shall enter into an Annual Maintenance Contract (AMC) with the Purchaser for a period of 02 (two) years for equipment in respect of which such AMC are required by the purchaser.

11. ADVANCE PAYMENT:

Normally, 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.

12. DOCUMENTS:

Machines should be supplied along with all necessary document for smoothly operating of equipment.

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

NIT/DGM(P-V)/P&M/PORTA CABIN & CONTAINER

DATE: 25.11.2016

Annexure – I

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 steel portable cabin and container 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 up to 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 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

Annexure – II

TECHNICAL SPECIFICATION FOR PORTABLE STEEL CABIN & STEEL CONTAINER:

• **SIZE:**

ITEM	LENGTH (ft.)	WIDTH (ft.)	HIGHT (ft.)
Steel Portable Cabin	20	10	8.5
Steel container	20	10	9.5

• **CONSTRUCTION MATERIALS:**

Steel: load bearing members	IS 10748 or equivalent.
Side-end walls	IS 1079 or IS 513 or equivalent
Roof	IS 1079 or IS 513 or equivalent
Plywood	Marine grade plywood, hardwood species
Paint	Zn-rich Epoxy Primer (% volume of solid content 82-85%)
Corner Casting	Dimension as per ISO 1161-1984 (E)

• **WELDING:**

The Shell of the structural cabin is of all weld construction. The welding is carried out by MIG process using CO2 as shielding gas. All the external welding will be continuous, uniform and of full penetration.

• **SHELL:**

The outer shell of the Structural cabin will be manufactured with M.S. sheet equivalent to IS1079 or IS 513 or equivalent. The main load bearing member such as per posts, base members, bottom side rail, top side rail & headers are press formed profile of appropriate geometry. Minimum thickness of such profile varies from 3.2 mm to 4.0 mm and the materials should confirm to IS 10748.

Number of window and main entry door with reinforced framework will be provided as per requirement and as stated in the enclosed drawing. The doors can be effectively sealed against water ingress in closed condition by using rubber gasket profiles.

• **SIDE & END WALLS:**

External walls are vertically corrugated and minimum thickness is 1.6mm MS steel sheet equivalent to IS 1079 or IS 513 or equivalent. The corrugated panels are continuously butt welded to form entire side wall and the assembled side wall is continuously welded to the peripheral frame members. The side & end walls will also provide cut outs for windows/doors. All the cut out after fixing the portable cabin will be weather tight and proper channeling will be provided for the window openings.

• **ROOF (SELF DRAINING TYPE):**

The roof of the shell will be manufactured from minimum 2.0mm thick plain MS sheet conforming to IS 1079 or IS 513 or equivalent. All the panel are continuously seam welded and are welded to the peripheral members. Adequate no of roof bow will be provided.

• **SURFACE PRE-TREATMENT:**

The shell after pre-fabrication and full welding shall be shot blasted using steel shots (grade S 230) and steel grits (G 40). The blasted surface shall be equivalent to Swedish standard of SA2.5. The dust and dirt's are removed by blowing dry and clean oil free compressed air.

Annexure – II

• **PAINTING:**

The shot blasted cleaned steel surface is painted as per the following scheme using airless spray painting process. The total dry films thickness will not be than 115 microns on the exterior surface and 75 microns on the interior surface.

Scheme	Interior	Exterior	Under structure
Primer Coat	Zinc Rich Epoxy primer 15-20 microns	Zinc Rich Epoxy primer 15-20 microns	Zinc Rich Epoxy primer 15-20 microns
Intermediate coat	Epoxy polyamide 60 microns	Epoxy Polyamide 50 microns	----
Top Coat	----	Chlorinated rubber PAINT 50 microns	Bituminous

• **FLOORING SYSTEM:**

A Minimum 19 mm thick marine grade plywood (IS710, 1976) will be laid on top and secured by self - tapping screws to the base members. The top inside layer of the plywood will again be covered with minimum 2.0 mm thick PVC sheets.

• **INSULATION:**

Structural cabins will be insulated on sides, end walls with 50mm thick glass wool and the roof with 75 mm thick glass wool.

• **INNER PANELLING:**

The interiors would be aesthetically finished so as to give a pleasing appearance with high quality workmanship. All joints as well as vertical and horizontal corners shall be neat and smoothly finished. The inside panel of sides, end walls & roof will consist of 8.0 mm thick pre laminated board. Joints will be covered with anodized aluminum strip. False ceiling with approved ceiling sheet will be provided.

• **ELECTRICAL:**

All wiring shall be concealed type inside the paneling and shall be of PVC insulated copper wire of ISI quality in PVC/Reinforced Steel Flexible Tubing/Conduits of ISI grade.

3/20 size wire shall be installed in the electrical circuit for light, fan and socket.7/20 wire shall be installed in all Air-Conditioner circuits and 7/16 size for man incoming. Necessary Weatherproof junction box with 40 Amps/63 Amps with (3p+1E) Industrial sockets shall be provided for connecting the mains and shall be located as per your requirement. Terminating of the main incoming cable into the Structural cabin shall be on 63 Amps TPN Switch/ MCB.

Continuous earth wires shall be provided through out the circuit and external earth terminal shall also be provided. DOL (of LT/LK make)/MCB's of MDS/Wilson/Lupus/Havells make and weatherproof junction boxes and metal clad plug socket of Crompton/Equiv. Make shall be provided wherever necessary.

All switches and socket shall be of Anchor make & supplied as per requirements of your Tender. Decorative fluorescent fitting shall be of Glolite/Vikrant/Crompton/GEC/Equiv. Make with power factor capacitor and copper wound ballast.

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All electrical wiring shall be as per the rules and regulations of tender conforming to your requirement in quality, quantity and ratings.

Annexure – II

• DESCRIPTION OF COMPONENTS:

Sl. No.	Component	Description
1	Button Frame	150mm Specially Formed Channel
2	Top Frame	150mm Specially Formed Channel
3	Stiffeners Bottom	75x40mm sq. pipes
4	Stiffeners Top	50x25x2.5mm & 32x32x2mm MS Sq. Tubes
5	Side Post	Specially formed 3.15mm MS Post Section
6	Side Wall Stiffeners	Specially formed 2.00mm MS Channels
7	Paneling Outside	1.25mm Specially Galvanized Grooved Sheet
8	Internal Wall Paneling	9mm MDF OSL Sheets
9	Roof Outside	1.25mm Specially Galvanized Grooved Sheet
10	False Ceiling	75x12x1.00mm Interlocking MS Sections
11	Bottom Flooring	16mm Marine Plywood with Vinyl Carpet
12	Aluminum Window	Sliding Aluminum Powder Coated Windows (Jindal/ Hindalco/ Indian Aluminum) -4mm Tinted Glass (Modi looft/ Indo Asai)
13	MS Door	Insulated Door with Door Closer(Hyper make), Locks, Handles (Godrej or Equivalent)
14	Insulation	8mm Glass wool Insulation-(Side wall -80mm) (Ceiling -165mm)
15	Wiring	Concealed Wiring -PVC Conduits using Fire Resistance wires (ISI Mark), MAKE –ANCHOR / KDK / HAVELLS
16	Electrical Fittings	Tubes, Door lights, Fans, Switches, Sockets, Telephone, AC points (ISI Mark)
17	Outside Painting	Phosphate the Cabin internally & externally and painting with coat of Epoxy primer with Two coat of Epoxy Textured Paint. (Asian/ Berger/ Nerolac)

Annexure – II

• **MATERIAL QUANTITIES FOR EACH CABIN & CONTAINER:**

Sl. No.	DESCRIPTION	QTY (NOS.)
01	Main Door (3'x7') with STD DOOR Closer, Night Latch, Handle, Tower Bolt, Aldrop, with weather shed	01
02	Aluminum glazed sliding window (4'x3' -6") anodized sections with weather shed & M.S Safety Grills & Mosquito net.	04
03	Wall Mounted Fans (CROMPTON / POLAR/ USHA)	02
04	2 x 40 watt tube light fitting/ CFL tube lights	03
05	15 AMP Socket point for AC & 1000 Wt. heater provision	02
06	5 AMP Socket points	05
07	Telephone Socket point	04
08	Computer Socket point	04
09	LAN Socket point	04
10	Switch Board	01
11	External Bulkhead Light Fitting	01
12	Incoming Junction Box	01
13	18 Wt. CFL Lamp (Philips make) provision	03
14	2 Wt. LED Lamp wall mounted provision for Night Lamp	02

PRICE BID

BILL OF QUANTITY - BOQ - 1

Sl. No.	Description of item	Qty (nos)	Unit Rate (Rs.)	Central Excise Duty (Rs.)	VAT/CST (IF ANY AGAINST C-FORM) (Rs.)	TOTAL UNIT PRICE (Rs.)	<u>F.O.R.</u> <u>Destination</u> Price (TRANSPORTATION, PACKAGING, INSURANCE ETC.) -in Rs	TOTAL COST (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7=4+5+6)	(8)	(9= col. 7 x col. 3 + 8)
01.	Supply & Commissioning of steel Portable Cabin of size 20ft x 10ft x 8.5ft made up of approved quality steel sections / frame work complete as per Technical Specifications (Annexure-II) & General Design for construction of Portable Cabins. <u>DELIVERY:</u> at PARODIH, around 15 (fifteen) KM from MONOHORPUR, in JHARKHAND STATE.	01 (one)						
02.	Supply & Commissioning of steel container of size 20 ft x 10 ft x 9.5 ft up of approved steel section (without interiors) but with provision of electrical points as listed in Technical specifications (Annexure-II). <u>DELIVERY:</u> at PARODIH, around 15 (fifteen) KM from MONOHORPUR, in JHARKHAND STATE.	02 (two)						

NOTE TO BOQ - 1:

- (1) For Excise duty, bids shall evaluate after considering the effect of CENVAT on excise to avail CENVAT credit, if any.
- (2) If any item is entitled for availing of Input Tax credit on VAT under VAT Act, the bid shall be evaluated after considering the effect of Input Tax Credit (ITC) on VAT.
- (3) In case, the applicable amount towards VAT & Excise Duty, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties;
- (4) Way bill, if required, will be provided by BBJ; Entry tax, if any, will be borne by BBJ;
- (5) 2% CST against "C" Form. "C" form will be provided by BBJ;
- (6) Rate in %age of Excise duty, VAT/Central Sales Tax (CST) should be mentioned separately;
- (7) Bidder should fill up all the columns of the above BOQ. If any column of the above BOQ is not relevant / not applicable, then bidder should strike out or mentioned "NOT APPLICABLE" in the respective column.
- (8) 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.
- (9) Brand name & model no. of the quoted items must be indicated in Techno-commercial bid & price bid.
- (10) Mention the name of cost included in Other cost at Sl. No (8) of above BOQ.

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BILL OF QUANTITY - BOQ - 2

Sl. No.	Description of item	Qty (nos)	Unit Rate (Rs.)	Central Excise Duty (Rs.)	VAT/CST (IF ANY AGAINST C-FORM) (Rs.)	TOTAL UNIT PRICE (Rs.)	<u>F.O.R.</u> <u>Destination</u> Price (TRANSPORTATION, PACKAGING, INSURANCE ETC.) -in Rs	TOTAL COST (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7=4+5+6)	(8)	(9= col. 7 + col. 8)
01.	Supply & Commissioning of steel Portable Cabin of size 20ft x 10ft x 8.5ft made up of approved quality steel sections / frame work complete as per Technical Specifications (Annexure-II) & General Design for construction of Portable Cabins. <u>DELIVERY:</u> at HEAVY PLANT YARD (HPY), BBJ, P-82, Taratala Road, Garden Reach, Kolkata-700024.	01 (one)						
02.	Supply & Commissioning of steel container of size 20 ft x 10 ft x 9.5 ft up of approved steel section (without interiors) but with provision of electrical points as listed in Technical specifications (Annexure-II). <u>DELIVERY:</u> at HEAVY PLANT YARD (HPY), BBJ, P-82, Taratala Road, Garden Reach, Kolkata-700024.	01 (one)						

NOTE TO BOQ - 2:

- For Excise duty, bids shall evaluate after considering the effect of CENVAT on excise to avail CENVAT credit.
- If any item is entitled for availing of Input Tax credit on VAT under WBVAT Act, the bid shall be evaluated after considering the effect of Input Tax Credit (ITC) on VAT.
- In case, the applicable amount towards VAT & Excise Duty, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties;
- Way bill, if required, will be provided by BBJ; Entry tax, if any, will be borne by BBJ;
- 2% CST against "C" Form. "C" form will be provided by BBJ;
- Rate in %age of Excise duty, VAT/Central Sales Tax (CST) should be mentioned separately;
- Bidder should fill up all the columns of the above BOQ. If any column of the above BOQ is not relevant / not applicable, then bidder should strike out or mentioned "NOT APPLICABLE" in the respective column.
- 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.
- Brand name & model no. of the quoted items must be indicated in Techno-commercial bid & price bid.
- Mention the name of cost included in Other cost at Sl. No (8) of above BOQ.

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