

(A Government of India Enterprise)
 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700 001, W.B.
 PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961
 website: www.bbjconst.com

TENDER NO.	NIT/DGM(P-V)/MACHINERIES/ROURKELA	DATE	25.04.2016
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Sealed Tenders in prescribed format are invited from agencies for supply and transportation of machineries and equipments on hire basis at Monoharpur-Bondamunda project site at Odisha State of The Braithwaite Burn And Jessop Construction Company Limited.

01.	NAME OF THE WORK	SUPPLY OF MACHINERIES AND EQUIPMENTS ON HIRE BASIS AT THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED, BRIDGE SITES AT BISRA, ODISHA AND JARAIKELA/MANOHARPUR, JHARKHAND.
02.	QUANTITY	AS PER BOQ (ANNEXURE -II)
03.	PERIOD OF DEPLOYMENT	AS PER BOQ
04.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	Rs. 1,000/- (RUPEES ONE THOUSAND ONLY) BY PAY ORDER / DEMAND DRAFT IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMITTING TENDER FEE. THE BIDDERS WHO ARE EXEMPTED TO DEPOSIT EMD BY STATE OR CENTRAL GOVT. OR PSU OR GOVT. INSTITUTIONS WILL HAVE TO PRODUCE A VALID CERTIFICATE IN PLACE OF EMD.
05.	EARNEST MONEY DEPOSIT	Rs. 1,00,000/- (RUPEES ONE LAKH ONLY) BY PAY ORDER / DEMAND DRAFT IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT KOLKATA. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMITTING EMD. EXISTING CONTRACTORS WORKING WITH BBJ MAY ADJUST THEIR EMD FROM THEIR PENDING BILLS. THE BIDDERS WHO ARE EXEMPTED TO DEPOSIT EMD BY STATE OR CENTRAL GOVT. OR PSU OR GOVT. INSTITUTIONS WILL HAVE TO PRODUCE A VALID CERTIFICATE IN PLACE OF EMD.
06.	ISSUE OF TENDER DOCUMENT	BETWEEN 25.04.2016 AND 03.05.2016 DURING OFFICE HOURS AT BBJ OFFICE. THE TENDER DOCUMENTMENT MAY ALSO BE DOWNLOADED FROM website: www.bbjconst.com or www.eprocure.gov.in (CPP PORTAL). "CORRIGENDUM", IF ANY. WOULD APPEAR ONLY ON THE BBJ WEBSITE AND NOT TO BE PUBLISHED IN ANY NEWS PAPER.
07.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 1.00 PM ON 04.05.2016 AT BBJ OFFICE.
08.	OPENING OF TENDER	TECHNO COMMERCIAL PART ON 04.05.2016 AT BBJ'S HEAD OFFICE AT 3:00 P.M.

(A. NEOGI)
DGM(P-V)

CHAPTER - I

01. Sealed Tenders in prescribed format are invited from agencies for supply of machineries and equipments on hire basis to THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED, at Bisra, Odisha and Jaraikela / Manoharpur Bridge Site, Jharkhand.

The agency will be maintaining and operating the equipments. The details of equipments required are given below:

SL NO.	ITEMS	CAPACITY	NOS REQUIRED
1	POCCLAIN WITH ROCK BREAKER	EX-200/ABOVE WITH BREAKER & 1(ONE) CUM BUCKET ARRANGEMENT	2
2	POCCLAIN WITH BUCKET		2
3	HYVA	500 CFT	3
4	TRACTOR-TRAILOR	100 CFT	3
5	TRANSIT MIXER	6 CUM	2
6	HYDRA	12 MT	1

02. RATE TO BE QUOTED:

Bidders are required to quote their rates of each equipments in the prescribed Bill of Quantity at Part- II (Annexure -II). The rates so quoted shall be exclusive of the cost of POL, inclusive of operators & helpers, tools, fooding, lodging etc. along with maintenance for utilization for BBJ's job as directed by the BBJ.

03. TENDER DOCUMENT:

The Tender document can also be downloaded from Company's website www.bbjconst.com. In such case, the downloaded Tender documents should be submitted along with a Demand Draft of Rs 1000/- [Rupees one thousand only] as cost of Tender, in favour of "The Braithwaite Burn and Jessop Construction Company Limited" payable at kolkata.

04. EARNEST MONEY DEPOSIT:

Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees one lakh only) in the form of demand draft from Nationalised Bank, drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" and payable at Kolkata.

For the case of successful bidder, this EMD will be converted to Security Deposit till completion of Defect Liability Period. The tender without **EMD will be rejected**. For unsuccessful bidder, EMD will be refunded within 30 days after finalisation of order without paying any interest thereon.

05. TENDER SUBMISSION:

- i) The Tender documents complete in all respect shall be submitted in 2(two) parts i.e. Part-I: **Techno Commercial Bid** and Part – II: **Price Bid** separately sealed in 2 (two) separate envelopes clearly Superscribing “Techno-Commercial Bid” & “Price Bid” on the respective envelopes.

Both the Bids i.e. Techno-Commercial and Price Bid shall be sealed in a 3rd separate envelop superscribing Tender Notice No. & Date, Name & Address of the Bidder.

Tenders shall have to be submitted to DGM (P-V), The Braithwaite Burn and Jessop Construction Company Limited, 27 R.N. Mukherjee Road, Kolkata - 700001.

- ii) 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 (ANNEXURE-II)** 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 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.
- iii) The Tender shall be signed by the person legally authorized to enter into commitment on behalf of the tenderer. All the pages of the Tender Document to be signed with Company’s seal by the tenderer.

06. The Company shall not be liable for any delay in submission of the tender documents due to postal delay and no extension of date/time for tender submission/tender opening shall be given for this reason.

07. TENDER OPENING:

The Part – I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their authorised representative at 3.00P.M. on 04.05.2016 in the office of The Braithwaite Burn and Jessop Construction Company Limited, 27 R.N. Mukherjee Road, Kolkata – 700 001.

Part – II i.e. Price Bid of the Bidders, whose Techno-Commercial Bids are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course.

08. PRE-BID CLARIFICATION:

The tenderer are free to contact / e-mail within 03.05.2016 during office hours at e-mail id: aniyogi@bbjconst.com for clarifying doubt/seeking explanations in regard to provision of the tender. The tender document may be amended suitably if any genuine doubts or explanation sought, are needed solely at the discretion of the company. Amendments so made will be published in the company's website.

09. The Company reserves the right not to accept the lowest offer. The Company also reserves the right to cancel the Tender and in such an event no claim of any Bidder for such a decision by the Company shall be entertained.

10. The validity of the offer shall be for 120 days from the date of opening of the Price Bid.

11. The expected date of commencement of work will be within 07 days from the date of issue of L.O.I/Agreement.

12. The Contract Period will be for 06(six) months, which may be extended as per requirement on satisfactory performance of the contractor on sole discretion of BBJ on same terms & conditions at the rate mutually agreed.

13. Interested Agencies are advised to visit the site and familiarize themselves with the site conditions, concerned areas and to go through the terms & conditions of the Tender Document before submission of Tender Documents.

14. Each page of the Tender Schedule must be duly sealed & signed by the Bidder as acceptance of the Terms and Conditions before submission; otherwise the tender will be treated as invalid.

(A. NEOGI)
DGM(P-V)

CHAPTER-II

SPECIAL CONDITIONS

01. SCOPE OF WORK:

Supply of machineries and equipments on hire basis at The Braithwaite Burn And Jessop Construction Company Limited as per the following Table A:

TABLE -A

SL NO.	ITEMS	CAPACITY	AGE OF EACH EQUIPMENT FROM THE YEAR OF MANUFACTURING	NOS REQUIRED
1	POCCLAIN WITH ROCK BREAKER	EX-200/ABOVE WITH BREAKER & 1 (ONE) CUM BUCKET ARRANGEMENT		2
2	POCCLAIN WITH BUCKET			2
3	HYVA	500 CFT		3
4	TRACTOR-TRALIOR	100 CFT		3
5	TRANSIT MIXER	6 CUM		2
6	HYDRA	12 MT		1

Note:

- i. The above table is required to be filled up by bidder and to enclose in Techno-commercial bid in a separate page.
- ii. Agency may be asked to increase or decrease the number of equipments as per requirement by serving 15 days advance notice in writing to the agency by BBJ. The above numbers of machineries/equipments are based on present requirement of BBJ which may be gradually increased for enhancement of progress of project or decreased for less work load.

02. CONTRACT PERIOD:

The Contract Period will be as per **Bill of Quantity (BOQ)**, which may be extended as per requirement on satisfactory performance of the contractor on sole discretion of BBJ on same terms & conditions at the rate mutually agreed.

03. EARNEST MONEY DEPOSIT:

- i) Tenderer must be submitted an Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees one lakhs only) in the form of D.D. from Nationalised Bank, drawn in favour of "The Braithwaite Burn and Jessop Construction Company Limited" and payable at Kolkata.
- ii) In case, any party denies to accept the work order/contract, their EMD shall be forfeited. Tender without EMD shall be summarily rejected.

Note: -Earnest Money Deposit of the unsuccessful bidder will be returned within 1(one) month after finalization of the Order, without paying any interest thereon.

04. ELIGIBILITY CRITERIA:

In order to qualify in the Techno-Commercial Bid, the Bidder must submit the following documentary evidence: -

- i)** Payment towards cost of Tender document i.e. Rs. 1000/-[Rupees one thousand only]
- ii)** Earnest Money Deposit as specified in Para-3 above.
- iii) The Bidder should provide proof of ownership of following equipments:**

SL NO.	ITEMS	CAPACITY	NOS REQUIRED
1	POCCLAIN WITH ROCK BREAKER	EX-200/ABOVE WITH BREAKER & 1(ONE) CUM BUCKET ARRANGEMENT	2
2	POCCLAIN WITH BUCKET		2
3	HYVA	500 CFT	3
4	TRACTOR-TRAILOR	100 CFT	3
5	TRANSIT MIXER	6 CUM	2
6	HYDRA	12 MT	1

Note:-

The ownership of machineries/equipment of partners of the firm or that of the director of a Company will be considered as ownership of firm/Company participating in the tender.

iv) If the tender is awarded and the agency fails to provide the machineries/equipment within 10 days from the date of issue of LOI/work order whichever is earlier, the tender may be cancelled at the cost of the agency.

v) The Bidder should have **minimum 3 years of experience of making use of such machineries/equipments** in any fashion and the proof of the same should be provided.

vi) The Bidders must have **minimum turnover of Rs. 02 (TWO) Crore** in any of the last 3 (THREE) preceding financial years.

vii) The Bidder(s) have to offer rates against every machinery/equipment.

viii) An undertaking, in company/firm's letterhead is required regarding that the party has not been debarred/blacklisted by any PSU at any point of time.

ix) A declaration to be submitted that the bidder has carefully read all terms and conditions of the tender document and he is fully satisfied and accepted all terms and condition of the tender as per undertaking format attached as per **(Annexure-III)**

05. EVALUATION OF THE BIDS:

The bidders are advised to quote their rates for each equipments in the format given in Part – II (Annexure –II) of this tender document. Price Bids of the Bidders, whose Techno-Commercial Bids are technically qualified, will be opened afterwards in presence of the authorised representatives of the qualified bidders, on a suitable date and time, which will be intimated to the technically eligible bidders in due course. **L1 rate will be decided on the basis of quoted rate.**

Note: BBJ reserves the right to split the tender for awarding the contract amongst the agencies quoting L1 rate.

06. AREAS OF OPERATION:

(i) The **location of operation** will be in the Jaraikela/Manoharpur Bridge site, Jharkhand, Bisra Bridge site, Odisha, where the hired equipments will be deployed.

(ii) **Deployment of equipments:** The contractor has to deploy the equipments within 10 days from the date of LOI/Work Order, which is earlier.

(iii) **Operation:** The contractor is to deploy, operate and maintain the Machinery/equipment as per the instructions of BBJ or any other representative nominated by the BBJ. Contractor will bear the cost of operation and maintenance of the equipment such as tools, salary, wages, fooding and lodging of operators & helpers and they will follow all the laws relating to engagement of skilled and unskilled labour as well as rules applicable for use of Machinery/equipment.

(iv) The contractor will be obliged to follow the working plan while operating the machinery/equipment and in case of violation, BBJ will have right to recover any loss or damage suffered by the Company from the Contractor's Bill. The decision of BBJ to assess the loss/damage will be final and binding on the contractor.

07. NORMS OF PERFORMACE & MEASUREMENT:

l) **PERFORMANCE:** The hired equipments to be used are expected to perform and give minimum output in **8 (eight) hour** shift as indicated below.

Equipments and their benchmark performance per 8 hour shift: -

SL NO.	ITEMS	CAPACITY	BENCHMARK PERFORMANCE PER SHIFT OF 8 HOURS.
1	POCCLAIN WITH ROCK BREAKER	EX-200/ABOVE WITH BREAKER & 1 CUM BUCKET ARRANGEMENT	
2	POCCLAIN WITH BUCKET		
3	HYVA	500 CFT	
4	TRACTOR-TRAILOR	100 CFT	
5	TRANSIT MIXER	6 CUM	
6	HYDRA	12 MT	

II) The Contractor shall maintain Log-book towards engagement of such machine in a bound book/register on daily basis and the same shall be countersigned by the authorized person/engineer concerned of the BBJ.

III) A Log Book is to be maintained showing the performance along with hours run/Km, run of vehicle daily and date of entry and exist of vehicle /Machinery.

08. ESCALATION: -

No Escalation will be given to the contractor.

09. PAYMENT AND SETTLEMENT OF BILLS:

i. The payment of different machinery/equipment will be made as per measurement of the work done by BBJ and countersigned by the representative of the contractor. This will be made on the basis of monthly log book.

10. Penalty:

i. The contractor is advised to keep all machinery/equipment in working conditions and ensure the deployment of equipment as advised by BBJ. The breakdown should be attended urgently for uninterrupted performance.

ii. If the contractor's work is found unsatisfactory, BBJ may get the work done at the sole risk and cost of the contractor and the cost of such work will be realized from contractor's outstanding bill or security deposit or Performance Bank Guarantee.

(A. NEOGI)
DGM(P-V)

CHAPTER-III

GENERAL CONDITION

01. Definition:

- a. Tenderer/Bidder: Tenderer /Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents;
- b. Tender: Tender means the work to be performed according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of BBJ;
- c. Name of the Tender: Name of the Tender means the work to be performed by the tenderer;
- d. Techno-Commercial Bid: Techno-Commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid;
- e. Scheduled Rate: Scheduled Rate means the rate quoted by the tenderer in the prescribed Price Bid Format to be performed by the contractor;
- f. Price Bid: Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g. Contractor: Contractor means the person or society, firm, company whose tender has been accepted by the BBJ;
- h. BBJ: BBJ means The Braithwaite Burn and Jessop Construction Company Limited, having its registered office at 27 R.N. Mukherjee Road, Kol-700001.
- i. Employer: Employer means BBJ
- j. Competent Authority: Competent Authority means Managing Director (MD) of BBJ or any designated officer nominated by the MD;
- k. Taxes: Taxes means Income Tax, Surcharge, Service Tax, Cess Tax, Value Added Tax, Entry Tax and any other Tax, Levy, Fees, Cess imposed by the Government from time to time.

02. EARNEST MONEY DEPOSIT:

Earnest Money should be deposited in form of P.O./D.D. drawn on any Nationalised/Scheduled Bank.

i) Cheques, Bonds, guarantee bonds and Govt. Securities (Stock Certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money. No interest will be paid on EMD.

ii) Tender without prescribed earnest money shall be rejected.

iii) Earnest money will be refunded to the unsuccessful bidders within 30 days after finalization of order, without paying any interest.

Note: The bidders who are exempted to deposit EMD by State or Central Govt. Or PSU or Govt. Institutions will have to produce a valid certificate in place of EMD.

03. PERFORMANCE GUARANTEE

As security for proper and faithful fulfilment of the obligation under the order, you shall furnish to us Performance Guarantee equivalent to 5% (five percent) of the total Contract Value of the Order by Bank Draft or in the form of a Bank Guarantee of equivalent amount from a Nationalized Bank (as per format to be provided by BBJ) within 15 (fifteen) days from the date of issuance of LOI/ Order in favour of "The Braithwaite Burn and Jessop Construction Company Limited". The Performance Guarantee shall remain valid till completion of entire contract period plus 12 (twelve) months i.e. up to end of Defect Liability Period.

04. SECURITY DEPOSIT (SD):

Recovery of Security Deposit @ 5% of the value of the work done shall be made by the BBJ on the gross value of the running Bills of the contractor till successful completion of the job. The Security Deposit shall be released/settled after successful completion of tendered work and on receipt of clearance certificate from concerned BBJ representative. However, SD may be released on providing Bank Guarantee of the same amount.

05. REFUND OF SECURITY DEPOSIT:

The Security Deposit shall be refunded to the contractor after completion of contract period on production of certificate from BBJ and by the contractor having disbursed all labour payments including all statutory payments. The contractor shall also furnish a certificate from the head of the Personnel Department stating that he has cleared and performed his obligation whatever under this contract.

06. TENDER SUBMISSION:

i) The Tender documents complete in all respect shall be submitted in 2(two) parts i.e. Part-I: Techno Commercial Bid and Part – II: Price Bid sealed in 2 (two) separate envelopes clearly Superscribing "Techno-Commercial Bid" & "Price Bid" on the respective envelopes. Both the Bids i.e. Techno-Commercial and Price Bid shall be sealed in a 3rd separate envelop superscribing Tender Notice No. & Date, Name & Address of the Bidder.

ii) Tender form containing 'over written' or 'erased' rate or rates and amount not shown in figures and words in English will be liable to rejection.

iii) Any tender containing clerical or arithmetical mistakes may be rejected.

iv) Any request from the bidder in respect of additions, alterations, modifications etc. of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender.

Note: The tender submitted by an agency, who has been debarred by any PSU, will not be eligible to participate in the tender.

07. OPENING OF TENDER:

The Part – I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their accredited representative at time and date as given in Chapter – I.

Part – II i.e. Price Bid of the Bidders, whose Techno-Commercial Bids are found acceptable, shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course.

08. BASIS OF PAYMENT:

i. The contractor will submit monthly bill, for monthly job done as certified by Project Manager or any other nominated officer by BBJ, by 7th of succeeding month. BBJ will arrange the payment within 30 days of submission of the bill.

ii. The payment will be subject to deduction of any penalty and statutory liability applicable to the contractor.

09. PENALTY:

The company may recover the penalties, as imposed by the company, from the monthly bills or/and SD of the contractor. The repeated failures in performance as per terms & conditions of the contract may lead to termination of contract by serving 07 days notice to the contractor. Such termination will be at the cost and risk of the contractor.

10. WORKING HOURS:

Working hours at BBJ site will be as per the notifications issued by BBJ from time to time.

11. AWARD OF CONTRACT

i) The company reserves the right to accept or reject any or all tenders or distributes/split the work amongst different tenderers without assigning any reason thereof.

ii) Award of contract shall be made at the absolute discretion of BBJ. BBJ reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation, the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission of tender.

iii) BBJ also reserves the right not to accept the lowest offer and to divide the work to more than one successful bidder.

iv) BBJ also reserves the right to award the contract to L2 party at L1 rate, if L1 party refuses to sign the work order or undertake or fails to perform the job. In that case, EMD of the declining bidder will be forfeited and he may be debarred from participating in any tender of the BBJ.

13. OTHER CONDITIONS: Bidder should enclose the followings:-

(a) Registered Partnership deed, in case of a partnership firm
(b) Memorandum of Article and Article of Association, in case of a Joint stock company,
(c) Proprietorship certificate duly certified by a notary in a stamp paper in case of proprietorship firm, is to be enclosed.

ii) Copy of PAN for Income Tax and copy of income tax return for last three years is to be enclosed.

iii) The agency must have service tax registration Number & P.F code Number. Copy of service tax number & P.F code Number are to be enclosed.

iv) All the equipments to be deployed by the bidder should have proper insurance coverage of all hazards throughout the contract period.

v) The tenderer before submission must sign each page of the tender schedule. Otherwise the tender may be treated as invalid.

14. OBLIGATION OF THE CONTRACTOR:

(i). Safety/Protective equipment like helmets, safety shoes, boots, safety belts, leg guards fluorescent Jacket, Ear Plug Mask etc. shall be provided by the contractor to all his workers at its own cost. The contractor has to make provisions of such equipment for his workers before engaging them at work and also to continue to provide the same as per requirements during the contractual period at his cost. In case the contractor fails to provide safety equipment, BBJ will procure the safety equipments and supply to the workers of the contractor(s). The cost of procurement will be recovered from contractor(s) dues or otherwise.

(ii). The Tenderer shall get fully informed /apprised himself of all local conditions and factors which may have any effect on execution of work covered under the tender document and specification. BBJ shall not entertain any request for clarification from the tenderer regarding such local conditions after award of the contract. It must be understood and agreed that such factors have been properly investigated and considered while submitting the tender. No claim for financial adjustment by the contract will be entertained by BBJ on this account.

(iii). The Contractor shall maintain a Log-Book regarding deployment of machinery/equipments, running hours, etc. under instruction of the BBJ and submit the daily report to the BBJ.

(iv). The contractor will maintain all the equipments in safe working conditions in compliance to the guidelines issued by the BBJ.

(v). The contractor shall abide by all Industrial & Labour Laws applicable at site.

vi. The Contractor will indemnify the Company for any loss or damages, which it may suffer on the part of the contractor, due to default or negligence in part of

the contractor or its employees.

vii. Contractor shall arrange for all inputs required to operate the machinery/equipments and/or do the job and maintain the machinery/equipments. Besides this, cost of operators and all consumable items will be borne by the contractor.

viii. The bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the work by submission of the tender and the rates quoted by him in the Tender will be considered adequate to complete such work according to the specifications and condition attached thereto. It will also be assumed that he has taken into account all conditions and difficulties that may be countered during the process of work and quoted the rates which are inclusive of labour and material with taxes, Octroy and other duties, lead, lift, loading and unloading freight for materials and all other charges necessary for the completion of the work, to the entire satisfaction of the company.

ix. Award of the contract will be intimated to the successful bidder through LOI.

x. Canvassing in any form is strictly prohibited and the tenders submitted by the Tenderers, who resort to canvassing, will be liable to rejection.

xi. The form of agreement, form of Tender, invitation of tender, Instruction to Tenderers, General conditions of contract, special conditions of contract, specifications, the rates and amount quoted against the items of the tender schedule together with letter of intent awarding the works shall form the contract, if there be any difference between the description in the specifications in the work order, the works in the tender schedule shall prevail for determining the rate.

xii. In case of abnormally low quoted rate, BBJ reserves the right to call justification for the lowest tenderer. Further the contractor may have to submit an amount fixed by BBJ before award of work in the form of Bank Guarantee/Demand Draft against special performance guarantee.

15. TAX DEDUCTED AT SOURCE:

Income Tax and other taxes as applicable shall be deducted at source at the rate prescribed in the Income Tax Act and or other Act from the gross value of each bill.

16. LEGAL & MISCELLANEOUS OBLIGATION:

i. The Contractor will have to maintain all statutory forms, records, registers, licences and other documents required as per Mining Laws, Personnel Laws, Provident Fund Rules and other Laws related to and governing such type of works. Payment, safety, training, compensation, bonus of personnel employed for this job shall be according to laws governing such type of works.

ii. Safe operating procedures shall be provided by the contractors to their personnel deployed for operating machineries and ancillary activities.

iii. The Contractor shall report occurrence of all accidents in the site including particulars of his Employees involved and effective payment of compensation as per the Workmen's Compensation Act, as amended from time to time within the prescribed time limit. In case of such accidents, the contractor must immediately bring it to the notice of the BBJ.

iv. In the event of BBJ sustaining any loss by reasons of any damage to any of its property which in the opinion of the BBJ is due to the negligence or carelessness of the contractor or his employees, BBJ shall be entitled to recover from the contractor(s) and the contractor will pay to BBJ the full amount for such loss. The amount of any such loss as certified in writing by BBJ or its agent is final and binding on the contractor.

v. No part of the contract shall be sublet without written permission of BBJ.

17. DEVIATION: -

Deviations sought by the bidder whether they are commercial or technical must only be given within the schedule, prescribed for them. Any wilful attempt by the bidders to camouflage the deviation, by giving them in the covering letter or in any other documents, then the prescribed schedules may render the bid itself non-responsive. Any incomplete tender or conditional tender received shall be liable for rejection.

18. MODIFICATION OF CONTRACT: -

BBJ reserves the right to make any modification/alteration in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s) to address confusion or interpretation of requirement or any terms and condition which may affect the smooth working.

19. COUNTER OFFER:

Any offer of the bidder which stipulates deviations from the terms & conditions stipulated in Chapter-II (Special conditions) and Chapter-III (General conditions) of the tender will be treated as counter offer and may be liable for rejection.

20. FORCE MAJEURE CLAUSE:

i. The Contractor shall have no claim whatsoever against BBJ for any loss/damage caused to the contractor by reason of war, riot, commotion, disturbance, pestilence/epidemic sickness, strike, lock-out, earthquake, fire, storm, flood, explosion, any change in the nature of deposits, break down at plant or machinery for whatever reason, failure/restriction of electrical or other power. Act of God, Government requisition, Govt. order or statutory action or any cause of whatever nature or description beyond the control of the BBJ.

ii. Either party affected by the force majeure will provide notice of happenings of any such eventuality to the other party within 7 days from the date of occurrence and failure will not give any benefit.

iii. The Contractor shall resume the work as soon as practicable after such eventuality has ceased to exist of which BBJ shall be sole judge.

21. ARBITRATION: -

Any dispute or difference under or arising out of or in respect of the Agreement/Accepted Contract/Work Order may be referred to the sole Arbitrator, a person appointed by the Managing Director, The Braithwaite Burn and Jessop Construction Company Limited, 27 R.N. Mukherjee Road, Kolkata-700001 and his decision in the matter will be final and binding on the contractor. The arbitration shall be carried out as per Arbitration Act, 1996 and Rules made there under as amended from time to time.

Note: The Court of Kolkata will have the jurisdiction to address any unsettled dispute.

(Note: Submission of any forged document will attract legal action including rejection of tender or cancellation of contract at the risk and cost of the contractor, if awarded.)

(A. NEOGI)
DGM(P-V)

ANNEXURE - I

PART-I: TECHNO COMMERCIAL BID:

SL NO	PARTICULARS	INFORMATION BY BIDDER
01	Name of the bidder	
02	Address of the bidder	
03	Phone number	
04	Mobile number	
05	FAX number	
06	Whether the agency has enclosed cost of tender of Rs. 1,000/- (one thousand rupees) in shape of P.O./D.D. in favour of "The Braithwaite Burn and Jessop Construction Company Limited," payable at kolkata.	
07	Whether the agency has enclosed EMD of Rs. 1,00,000/- (one Lakhs rupees) in shape of D.D./P.O. in favour of "The Braithwaite Burn and Jessop Construction Company Limited," payable at kolkata.	
08	Status of the bidder [sole proprietorship /Partnership/private limited company or Public limited company]. The tenderer shall enclose Affidavit from a Notary in a stamp paper in case of sole proprietorship, Partnership deed in case of Partnership firm, Memorandum of Association (MOA) & Article of Association (AOA) in case of company, as applicable, to be enclose)	
09	Whether the Tenderer/agency has submitted the proof of ownership of at least 30% of the equipments to be supplied under this contract.	
10	Whether experience certificate is enclosed (Work order must be enclosed)	
11	Whether the agency has submitted copy of PAN and copy of income tax return for the last three years.	
12	Whether the agency has service tax registration Number. Copy to be enclosed	
13	Whether the agency has experience of such job as detailed in the tender documents.	
14	Whether the agency has submitted documents regarding financial status of the firm like Profit and Loss account, Balance Sheet, Auditor's Report etc. for last three completed years along with Banker's Certificate regarding financial stability to undertake the tendered work. Banker's Certificate should be specific and clearly outlining the limits of overdrafts. Bank Guarantees etc. being enjoyed by the Tenderers.	

SL NO	PARTICULARS	INFORMATION BY BIDDER
15	Whether the agency has got their establishment registered with the appropriate Regional Provident Fund Commissioner and produced a valid document as a proof.	
16	Valid documents of the machineries to be submitted regarding Fitness, Insurance clearance, Permit, Registration etc.	
17	Whether the Bidder has visited the site and got dully acquainted with the following: (i) Specified working area (ii) Extent of work to be done (iii) Labour related local conditions (iv) Other relevant local conditions	
18	TABLE -A as per special condition i.e. at point no. 01 of scope of work.	
19.	Annexure III: Undertaking given by Tenderer	
20.	Documentary evidence as legally authorized person to enter into commitment on behalf of the tenderer.	
21.	Certificates to be given by the tenderer, as details hereunder:	

CERTIFICATES TO BE GIVEN BY THE TENDERER (as per point no. 21):

In response to the tender invited by you vide tender notice No: **NIT/DGM (P-V)/MACHINERIES/ROURKELA DATE: 25.04.2016**

I/We examined the general conditions and other terms and conditions of the contract. I/We agree to abide by all instructions in these documents attached here to and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice. Certified that above mentioned particulars are correct and true to the best of my/ our knowledge.

In case any statement made above is found not correct, my/our tender may be rejected by BBJ.

I/we also certify that I/We have visited the site and got myself/ourselves acquainted with local conditions. My/Our price bid is based on the basis of our full understanding about the job. It is to confirm that our offer shall be valid for 120 days from the date of opening of the techno-commercial bid.

I/We also authorise the company to forfeit my earnest money and security deposit, in case I/We fail to execute the job, if my/our tender is accepted.

SIGNATURE OF THE TENDERER WITH SEAL

ANNEXURE - II

BILL OF QUANTITY (BOQ)

PART-II: PRICE BID

TENDER NOTICE NO: **NIT/DGM (P-V)/MACHINERIES/ROURKELA**
DATED: 25.04.2016

SL NO.	ITEMS	CAPACITY	NOS. REQUIRED	DURATION	RATE PER UNIT PER MONTH	TOTAL AMOUNT
1	POCCLAIN WITH ROCK BREAKER	EX-200/ ABOVE WITH BREAKER & 1 (ONE) CUM BUCKET ARRANGEMENT	2	04 (FOUR) MONTHS	In Figures: Rs In Words: Rupees.....	In Figures: Rs In Words: Rupees.....
2	POCCLAIN WITH BUCKET	[MINIMUM WORKING HOUR 220HRS./ MONTH]	2	04 (FOUR) MONTHS	In Figures: Rs In Words: Rupees.....	In Figures: Rs In Words: Rupees.....
3	HYVA	500 CFT	3	06 (SIX) MONTHS	In Figures: Rs In Words: Rupees.....	In Figures: Rs In Words: Rupees.....
4	TRACTOR-TRAILOR	100 CFT	3	06 (SIX) MONTHS	In Figures: Rs In Words: Rupees.....	In Figures: Rs In Words: Rupees.....
5	TRANSIT MIXER	6 CUM	2	06 (SIX) MONTHS	In Figures: Rs In Words: Rupees.....	In Figures: Rs In Words: Rupees.....
6	HYDRA	12 MT	1	06 (SIX) MONTHS	In Figures: Rs In Words: Rupees.....	In Figures: Rs In Words: Rupees.....

N.B.-

1. Service tax and other taxes, if any, shall be reimbursed extra at actual as per applicable rate.
2. Where there is a discrepancy between the rate in figures and words, the rate in words will govern.

SIGNATURE OF THE TENDERER WITH DATE AND SEAL

ANNEXURE -III

UNDERTAKING

To
The DGM (P-V);
The Braithwaite Burn and Jessop Construction Company Limited,
27, R. N. Mukherjee Road, Kolkata - 700 001

Ref: TENDER NOTICE NO: NIT/DGM (P-V)/MACHINERIES/ROURKELA
DATE: 25.04.2016

SUB: SUPPLY OF MACHINERIES AND EQUIPMENTS ON HIRE BASIS AT THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED, JARAIKELA/MANOHARPUR BRIDGE SITE, JHARKHAND and BISRA BRIDGE SITE, ODISHA.

Dear Sir,

In response to the tender invited by you, I/We have examined the general conditions and other terms and conditions of the contract and I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/We further agree to sign and execute all agreements/bonds/work order as may be required by BBJ to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications, failing which, I/We shall have no objection for the forfeiture of the earnest money/security money deposited.

I/We also undertake that I/we have not been blacklisted by any PSU or debarred by BBJ at any time.

I/We enclose herewith the required documents.

Yours faithfully,

Signature of the Tenderer with Seal