

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED

eNIT/DGM(P-V)/ERECTION CRANE/CAPEX/2154/26-2021

DATE: 02/04/2021

(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 ; Website: www.bbjconst.com;

e-TENDER NO.	eNIT/DGM(P-V)/ERECTION CRANE/CAPEX/2154/26-2021	DATE	02/04/2021
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NOTICE INVITING e-TENDER

Sealed Tenders under two-bid system (i.e. “Techno-Commercial & Price Part”) are invited from eligible bidders/ reputed Crane Manufacture for design, manufacture & supply of Erection Crane as detailed in “Scope of Work”/ “BOQ”, hereunder:

01.	NAME OF THE WORK	DESIGN (SUB-STRUCTURE WITH ADEQUACY & STABILITY CHECK OF THE CRANE IN TOTALITY) WITH PREPARATION OF MANUFACTURING DRAWING, MANUFACTURE, TESTING, INSPECTION, SUPPLY, COMMISSIONING & LOAD TESTING OF 14MT – 15M RADIUS ERECTION CRANE INCLUDING ALL CRANE ACCESSORIES (AS PER BBJ’S GUIDELINE GA DRAWING NO. BBJ-ECR-3135-SK-01) AND COUNTERWEIGHT BLOCK WITH FITTING PROVISION AND DELIVERY OF CRANE COMPONENTS AT BBJ’S PRAYAGRAJ (ALLAHABAD) BRIDGE PROJECT SITE.
02.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	RS.1,000/- (RUPEES ONE THOUSAND ONLY) BY NEFT/ RTGS/ DEMAND DRAFT/ PAY ORDER IN FAVOUR OF “THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED” PAYABLE AT “KOLKATA”. TENDER DOCUMENT WITHOUT COST OF TENDER SHALL BE REJECTED. MSME/ NSIC/ SSI UNITS WILL BE WAIVED FROM SUBMITTING EMD SUBJECT TO SUBMISSION OF DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP.
03.	EARNEST MONEY DEPOSIT (EMD)	RS.1,00,000/- (RUPEES ONE LAKH ONLY) BY DEMAND DRAFT/ BANKER’S CHEQUE/ NEFT/ RTGS IN FAVOUR OF “THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED” PAYABLE AT KOLKATA. TENDER DOCUMENT WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. MSME/ NSIC/ SSI UNITS WILL BE WAIVED FROM SUBMITTING EMD SUBJECT TO SUBMISSION OF DECLARATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER ON CPPP. EXISTING BIDDERS WORKING WITH BBJ MAY ADJUST THE EMD FROM THEIR PENDING BILLS
04.	SECURITY DEPOSIT	FOR SUCCESSFUL BIDDER SECURITY DEPOSIT SHALL BE 10% (TEN PERCENT) OF THE TOTAL CONTRACT VALUE. EMD AMOUNT WILL BE CONVERTED INTO INITIAL SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ UNTIL DEFECT LIABILITY PERIOD. SD SHALL BE INTEREST FREE.
05.	PERFORMANCE BANK GUARANTEE (PBG)	SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT A PERFORMANCE BANK GUARANTEE (FORMAT WILL BE PROVIDED LATER) AMOUNTING TO 3% (THREE PERCENT) OF THE TOTAL CONTRACT VALUE, ISSUED BY ANY NATIONALIZED BANK OR SCHEDULED BANK WITHIN INDIA. THE PERFORMANCE BANK GUARANTEE SHALL BE RELEASED AFTER PHYSICAL COMPLETION OF THE WORK I.E. AFTER RECEIPT OF LAST TENDERED ITEM AT SITE PLUS 60 DAYS THEREAFTER BASED ON 'COMPLETION CERTIFICATE' ISSUED BY THE COMPETENT AUTHORITY OF BBJ.

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06.	MODE OF SUBMISSION OF eTENDER	<p>ONLINE THROUGH E-PROCUREMENT SYSTEM IN CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT https://eprocure.gov.in/eprocure/app.</p> <p>ONLY HARDCOPY TECHNICAL BID ALONGWITH EMD & TENDER DOCUMENT FEE ARE TO BE SUBMITTED AT BBJ'S HEAD OFFICE (27, R. N. MUKHERJEE ROAD, KOLKATA – 700 001) BEFORE OPENING OF TECHNICAL BID.</p> <p>CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPPP AND BBJ'S WEBSITE.</p>	
07.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING TENDER DOCUMENTS	02/04/2021
		DOCUMENT DOWNLOAD START DATE	02/04/2021 - 10:00 HRS
		START DATE OF UPLOADING OF e-BID DOCUMENT	09/04/2021 - 10:00 HRS
		END DATE FOR UPLOADING OF e-BID	15/04/2021 - 15:00 HRS
		DATE OF OPENING OF TECHNICAL e-BID	16/02/2021 - 15:00 HRS
		DATE OF OPENING OF FINANCIAL e-BID	To be notified later

(ANIMESH NEOGI)
DGM(P-V)

INSTRUCTION TO THE BIDDERS

01.	<p><u>Registration of Contractor</u> Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to https://eprocure.gov.in/eprocure/app</p>
02.	<p><u>Digital Signature certificate (DSC)</u> Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token.</p>
03.	<p>SUBMISSION OF BID: Bids to be submitted online through e-Procurement system of CPPP. Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the BOQ should be properly filled in. Tenders to be submitted in two parts:</p>
a)	<p><u>TECHNO-COMMERCIAL BID:</u> Scanned copy of the following document duly digitally signed are to be uploaded in CPPP's portal (https://eprocure.gov.in/eprocure/app). Only hardcopy of Technical Part, Tender Document Fee & EMD are to be submitted at BBJ's Head Office (at 27, R. N. Mukherjee Road, Kolkata – 700 001) addressing to DGM(P-V), The BBJ Construction Company Ltd., before opening of technical bid.</p> <ul style="list-style-type: none"> i) Manufacturers are entitled to submit their offer; ii) Copy of past supply/order/Job completion certificate from client in support of ELIGIBILITY CRITERIA as per Clause No. 02 of "Special Conditions of Contract"; iii) GST registration number; iv) Copy of PAN number & Income Tax Return (ITR) for last 3 years; v) Specification/brochure incl. drawing for quoted items brand name & model no. etc. vi) Copy of Provident Fund (PF) registration & Employee State Insurance (ESI) registration of your organization; vii) Copy of Audited Annual Report (Balance Sheet, Profit & Loss A/c) duly certified by a Chartered Accountant ending as on 31.03.2020; viii) Cost of Tender (Non-Refundable) of Rs.1,000/- (Rupees One Thousand only) as 'Demand Draft' or 'Pay Order' in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" payable at "KOLKATA" or exempted as per eNIT (copy of UAM certificate need to be submitted). ix) Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One Lakh only) as DD/ Banker's Cheque/ NEFT/ RTGS in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" payable at "KOLKATA" or exempted as per eNIT (copy of UAM certificate need to be submitted). For successful bidder, this EMD amount will be converted into Security Deposit and will be retained till Defect Liability Period including all crane accessories at F.O.R. destination, without any interest. If the contract become rescind due to reasons attributable to successful bidder for non-completion of work, Security Deposit, Performance Bank Guarantee (PBG) & any other dues of the contractor shall be forfeited. x) Tender document without submission of EMD & Cost of Tender shall be rejected. xi) Tender document (without quoting any price in Techno-commercial bid) duly signed in each page to be uploaded in CPPP xii) Submission of Service Level Agreement (Annexure-I) attached to this tender duly signed

b)	<p>PRICE BID: Properly filled up Schedule of Rate/Bill of Quantities (BOQ) is to be uploaded in CPPP website. HSN/SAC code must be provided against BOQ items. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.</p>
04.	<p>Conditional tenders and/or Deviations shall be straightway rejected and no additional clause will be entertained.</p>
05.	<p>Bids and all accompanying document shall be in English. In case any accompanying documents are in other language, it shall be accompanied by an English translation. The English version shall prevail in matter of interpretation. No overwriting, use of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry are to be signed and sealed with Company's seal.</p>
06.	<p>BBJ administration reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. No claim will be entertained on account of this. However, a substantially non-responsive bid shall be rejected by the Purchaser.</p>
07.	<p>BBJ does not bind himself to accept the lowest or any tender and not reserves to himself the right to accept the whole or any part of the tender and may altering the quantities offered and bidder shall supply the same at the rate quoted. The distribution of tendered quantity amongst the techno-commercially complied bidders, if required, shall be based on merits of each case. BBJ shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.</p>
08.	<p>All expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBJ shall bourn by the bidder and BBJ shall bear no liability whatsoever on such expenses.</p>
09.	<p>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 received of equivalent Bank Guarantee from the contractor. Bank Guarantee to be issued by a Nationalized Bank or Schedule Bank within India to be provided by the contractor, as per norms of the BBJ.</p>
10.	<p>VALIDITY OF TENDER: – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.</p>

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

SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS AND INTERPRETATION:

In this Tender Document, as hereinafter defined, the following words and expressions shall have the meaning as under:

- a) "**BBJ**" shall mean The Braithwaite Burn And Jessop Construction Company Limited having its registered office at 27, R. N. Mukherjee Road, Kolkata-700001.
- b) The "**TENDER**" shall mean the proposal submitted by the Tenderer/ Bidder/ Successful Bidder/ Dealer/ Agency in response to BBJ's Notice of Invitation to this Tender Document.
- c) The "**ORDER**" shall mean a written Work/ Purchase Order issued by BBJ.
- d) The "**TENDERER/ BIDDER**" shall mean the firm or Company (hereinafter called Tenderer/ Bidder) who duly submits the tender after accepting all the terms & conditions of the tender document.
- e) The "**SUCCESSFUL BIDDER**" whose tender has been accepted by BBJ.

2. ELIGIBILITY CRITERIA:

- a) Technical Qualifications Criteria:
Bidder should possess experience of successfully completed design, manufacturing, supply & commissioning of similar type of crane (any capacity) or repairing of similar type of crane (any capacity) in last 7 (seven) years ending as on 31.03.2020 and should be either of the following
 - (i) **Three (3)** similar completed works each costing not less than the amount equal to **Rs.34.00 lakh**
OR
 - (ii) **Two (2)** similar completed works each costing not less than the amount equal to **Rs.42.50 lakh**
OR
 - (iii) **One (1)** similar completed work costing not less than amount equal to **Rs.68.00 lakh.**
Note: "Similar work" means design, manufacturing, supply & commissioning, load testing of similar type of crane (any capacity).
- b) Financial Qualifications Criteria:
Average Audited Annual Financial Turnover during the last 03 (three) years, ending as on 31.03.2020, should be at least **Rs.25.50 lakh.**

3. CERTIFICATE & REGISTRATION:

- a) **Manufacturer's Test Certificate and Guarantee/ Warranty Certificate** must be enclosed along with each crane.
- b) **Temporary Registration (TR)** under Motor Vehicle Act, if required, should be borne by the Successful Bidder and TR copies should be attached along with other documents at F.O.R. destination.

4. QUANTITY:

One (01) nos. based on BBJ's Guideline GA Drawing no. BBJ-ECR-3135-SK-01 and as per BOQ.

5. BASIC TECHNICAL SPECIFICATION OF 14T-15M RADIUS ERECTION CRANE (RAIL MOUNTED):

- a) BBJ's Guideline Drawing No. BBJ-ECR-3135-SK-01 to be followed; final design and drawings to be approved by BBJ.
- b) Structural Steel Grade E250BR/BO or higher grade as per IS2062-2011.

- c) Grade of materials for other items to be as per standard design and as approved by BBJ.
- d) Steel Wire Rope to be UMI brand
- e) Jib/Boom length 27.432m (90 Ft.)
- f) Lift 30m.
- g) Rotation/ Slew 360 degree.
- h) Electrical power drive for hoist and jib luffing, manual drive for slew.
- i) Load test to be carried out as per IS Code and other guidelines for respective load radius chart.

6. F.O.R. DESTINATION:

The Braithwaite Burn and Jessop Construction Company Limited,
Bridge Site over river Ganga at Prayagraj (Allahabad)
Between Jhusi And Daraganj Station of NER
Uttar Pradesh, India.

7. DELIVERY SCHEDULE:

The delivery of **crane** (including preparation of design and manufacturing drawing) with all crane accessories to be completed at the F.O.R. destination **within Five (05) months** from the date of Letter of Acceptance (LOA)/Order, whichever is earlier.

8. EXTENSION OF DELIVERY PERIOD:

If there is delay for reasons not attributable to the successful bidder, BBJ, upon receipt of written request from the successful bidder may extend the Milestone/ Completion time as suitable and fit reasonable to BBJ. No extra claim (including escalation) of bidder will be entertained in such cases of time extension being granted.

9. RATE:

The bidder must submit their offer strictly as per Bill of Quantities. The bidder must quote the Basic Rate including all other taxes & duties, etc. (excluding GST) for the items mentioned in BOQ. The price must be firm during the tenure of this contract.

Notes:

The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s), whatsoever thereof. A tenderer whose tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

10. MANUFACTURING AND COMMISSIONING OF CRANE:

10.1 The agency/ manufacturer may manufacture the crane either at their own workshop or at BBJ's site vide F.O.R. destination.

10.2 a) Commissioning of crane to be done at successful bidder's designated yard for step-by-step inspection of the crane by BBJ's Inspector or their authorized agent and for Load testing of the crane. After successfully completion of inspection job and load testing job, the crane is to be dismantled into suitable crane components for hassle-free transport at F.O.R. destination.

Or

- b) Commissioning of crane to be done at BBJ's Site at Allahabad (vide FOR destination at Sl. No. 6) for overall inspection of the assembly by BBJ's inspector or his authorized agency and for load testing of crane. Prior to assembly of the crane all the items to be inspected by BBJ or their authorized agency.

After successful completion of assembly, inspection and load testing the crane is to be dismantled and crane components to be handed over to BBJ's engineer.

All the crane components should have respective marking as listed in the GA drawing / shipping list drawing and those components are to be sealed/ stamped by BBJ's Inspector, prior to dispatch at F.O.R. destination.

For transportation of crane component, Transit insurance to be made by the contractor at own cost.

11. MOBILIZATION ADVANCE:

11.1 CONDITION FOR PAYMENT:

If requested by the Contractor in writing, the Employer/Engineer shall make an interest bearing mobilization advance payment to the Contractor for an amount not more than **10%** (ten percent) of the original contract value. The Mobilization advance shall be interest bearing at the rate of 4.5% per annum above the Base rate of State Bank of India, as effective on the date of approval of payment of Mobilization Advance by the Competent Authority. Interest will be compounded annually on reducing balance. Payment of such advance shall be made after fulfillment of the following conditions to the satisfaction of the Engineer:-

- a) Execution of the Agreement between the Engineer and the Contractor.
- b) Submission of Performance Security by the contractor in accordance with appropriate clause of Special Conditions of Contract.
- c) Submission of an unconditional bank guarantee (format to be provided later) from a Nationalized Bank or schedule Bank in India for an amount equal to 110% of the Mobilization Advance being paid. The Bank guarantee may be split into four separate Bank Guarantees & each having a minimum value of 2.5% of the original contract value. Such Bank Guarantee shall remain effective until the advance payment along with the interest has been recovered from the Contractor. Bank guarantee(s) for the amount recovered from the Contractor shall be released to the Contractor progressively.

11.2 CONDITION FOR PAYMENT:

- a) After fulfillment of the pre-conditions as described in para 11.1 above, the mobilization advance shall be released to the Contractor in following stages:
- b) Stage-I - Maximum 5% of contract value on fulfillment of the conditions described in clause 2.1 above.
- c) Stage-II - Maximum 5% of contract value on establishment of site camps and offices, mobilization of necessary Plant and Machinery and man power and other facilities for commencement of work.
- d) Satisfactory Utilization certificate from the contractor for stage-I mobilization advance should be obtained before releasing stage-II advance.

11.3 RECOVERY:

The recovery of mobilization advance along with up to date interest thereon shall commence from the Contractor's on account bills when the value of the work executed under the contract reaches 15% of the original contract value, and shall

be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" shall be on pro-rata basis.

In the event of amount of outstanding advance with interest thereon becoming more than the available B.G., the contractor shall have to provide a fresh B. G. with increased amount or provide a separate B. G. to cover additional amount likely to be overdue beyond the existing value of the Bank Guarantee.

11.4 CALCULATION OF INTEREST:

Interest shall be compounded on diminishing balance basis on the amount of advance outstanding. The date of issue of cheque shall be reckoned as the date on which the recovery has been made for purpose of computing the outstanding advance and working out the interest.

12. PAYMENT TERMS:

The payment shall be made from BBJ's Head Office in the following manner:

- a) **25% (twenty five percent)** payment shall be made after approval of Design & Manufacturing Drawing & supply of Sub Structure components fitted with wheels (consideration of about 25% of crane weight and/or to be certified by BBJ's Drawing office) and within 45 (forty-five) days on submission of cleared Invoice/ bill to BBJ's Head Office;
- b) **20% (twenty percent)** payment shall be made after supply of Super Base with Slew Wheels and Pivot Assembly, Jibs with Pulley (consideration about 20% of crane weight and/or to be certified by BBJ's Drawing office) and within 45 (forty-five) days on submission of cleared Invoice/ bill to BBJ's Head Office
- c) **20% (twenty percent)** payment shall be made after supply of 03 (three) nos. Winch (02 nos. electrical and 01 no. manual) with steel wire rope and within 45 (forty-five) days on submission of cleared Invoice/ bill to BBJ's Head Office
- d) **10% (ten percent)** payment shall be made after supply of Kentledge box alongwith Counter Weight Blocks and within 45 (forty-five) days on submission of cleared Invoice/ bill to BBJ's Head Office
- e) **Balance 25% (twenty-five percent)** shall be made after commissioning & load testing of crane at site and within 45 (forty-five) days on submission of cleared Invoice/ bill to BBJ's Head Office.

Prior to dispatch of crane items, part assembly to be done at agency's premises to the satisfaction of BBJ's representative.

13. TAXES & DUTIES:

The contractor shall be exclusively responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax) that may be levied from time to time according to the Laws & regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by BBJ for any duties/taxes to be imposed on procurement of materials for execution of contract.

In case Government imposes any new levy/tax after award of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax is applicable to this contract.

14. GOODS AND SERVICE TAX (GST)

- a) The quoted price shall be **exclusive of Goods and Service Tax**. The GST as legally leviable & payable by the bidder under the provisions of applicable

- law/act shall be paid extra by BBJ as per bidder's bill. **Bidder shall quote their rate after considering the input tax credit on their input materials and services.**
- b) In this job, as transfer of property of goods is involved in connection with immovable property, GST under supply of services is applicable. The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). **Bid without GST number shall be cancelled.**
 - c) At present no GST-TDS is applicable. If the same is applicable in future, deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper **Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.**
 - d) Bidder shall raise their tax invoice in regular interval as per contract condition and uploaded their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.

15. SECURITY DEPOSIT:

As security for proper and faithful fulfilment of the obligation under the order, Security Deposit equivalent to **10%** (ten percent) of the total Contract Value shall be deducted and shall be kept valid till completion of entire contract period plus 12 (twelve) months i.e. up to end of Defect Liability Period. Security Deposit shall be in the following manner;

The Earnest Money deposited by the bidder along with the tender will be retained by the BBJ as part of Security Deposit. The balance amount to make up with the total amount of Security Deposit, may be deposited by the successful bidder in the form of Demand Draft/Pay Order or may be recovered by percentage deduction from the bidder's RA Bills.

Recovery of Security Deposit: The Security Deposit/ rate of recovery/ mode of recovery shall be as under:

- (i) Security Deposit for work should be **10%** (ten percent) of the Contract value.
- (ii) The rate of recovery should be at the rate of 10% (ten percent) of the gross bill amount till the full security deposit is recovered.
- (iii) Security deposits will be recovered only from the RA Bills of the bidder and no other mode of collecting SD such as SD in the form of instruments like BG etc., shall be accepted towards security Deposit.

Security Deposit shall be returned to the successful bidder after completion of entire contract period plus 12 (twelve) months i.e. after the end of Defect Liability Period and subsequent to the following:

- a) After passing the final bill based on "No Claim Certificate" with the approval of the Competent Authority.
- b) Submission of an unconditional & unequivocal 'No Claim Certificate' from the concerned bidder. This certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the successful bidder and that there is no due from the bidder to BBJ against the contract concerned.

16. PERFORMANCE GUARANTEE (PG):

- a) For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee (PG) for an amount equivalent to **3% (three percent)** of the contract price/ value of work order either by Bank Draft or in the form of Bank Guarantee. In the event, the Performance

- Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within **45 (forty-five) days** from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid, withdraw the LOA and forfeit the EMD if the PG is not submitted within 45 days.
- b) Provided further that on specific request from the bidder, the said period of 45 (forty-five) days for submission of PG may be extended up to 75 (seventy-five) days from the date of issue of LOA at the sole discretion of the Competent Authority of BBJ. However, a penal interest of 15% (fifteen percent) per annum shall be charged on the total value of PG for the delay beyond 45 (forty-five) days, i.e. from 46th day after the date of issue of LOA. In case the bidder fails to submit the PG even within the extended period aforesaid the bid of the bidder shall be liable for rejection by the BBJ administration and the LOA shall stand withdrawn and EMD shall be forfeited.
 - c) The PG. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the bidder shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
 - d) In case the successful bidder fails to submit the requisite Performance Guarantee (PG) within the stipulated period of 45 days or extended period up to 75 days, as the case may be, from the date of issue of LOA, and his bid is consequentially cancelled and the LOA is withdrawn the defaulting bidder shall be debarred from participating in Re-Tender for that work and his EMD shall be forfeited.
 - e) The formal Order shall be issued/ contract agreement shall be executed within a reasonable time only after receipt of PG from successful bidder. Till such time the work order is issued/contract agreement is executed the bidder shall execute the work on the strength of LOA but no payment shall be made to the bidder without work order/ contract agreement. In the event the bid is cancelled and LOA is withdrawn due to non-submission of PG, the bidder shall have no claim for the executed work if any as aforesaid.
 - f) The value of PG originally submitted by the successful bidder need not be changed for a variation of contract price/ work order value up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases beyond 25% of the original value, an additional Performance Guarantee amounting to 3% (three percent) for the excess value over the original contract value shall be deposited by the successful bidder.
 - g) The Performance Guarantee (PG) shall be released after physical completion of the work i.e. after receipt of last consignment of girder components at site plus 60 days thereafter based on 'Completion Certificate' issued by the competent authority of BBJ stating that the bidder has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period/ defect liability period and after passing the final bill based on 'No Claim Certificate' received from the successful bidder.
 - h) Whenever the contract is rescinded, cancelled or terminated by BBJ for any reason whatsoever, the EMD/Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed bidder. The failed bidder shall be debarred from participating in the tender for executing the balance work. If the failed bidder is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other

JV/partnership firm.

- i) BBJ shall make a claim under the Performance Guarantee for which the BBJ is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:
 - (i) Failure by the successful bidder to extend the validity of the Performance Guarantee as described herein above, in which event BBJ may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the successful bidder to pay BBJ any amount due, either as agreed by the bidder or determined under any of the Clauses/ Conditions of the Work Order/ Agreement, within 30 days of the service of notice to this effect by BBJ.
 - (iii) In the event of the Contract being rescinded due to nonperformance of contractual obligation by the successful bidder disobeying any of the clause/ condition of the Work Order/ Agreement, the Performance Guarantee and EMD/ Security Deposit of the successful bidder shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

17. WARRANTY/ MAINTENANCE:

- i) Whole or any part of crane or any item failing or providing unsatisfactory in service due to defective design, material or workmanship **within 12 (twelve) months** from the date of delivery of crane at F.O.R. destination shall be replaced by the Successful Bidder at his own expenses. Should any design modifications be made in any part of the crane offered, the period of 12 months would commence from the date, the modified part is commissioned in service. The cost of such modification shall be borne by the successful bidder.
- ii) The successful bidder shall give warranty that supplied equipment shall be new and free from all defects and faults in workmanship and manufacturing process and shall be of the highest grade and shall perform in full conformity with the specifications and drawings. The successful bidder shall be responsible for any defects that may develop under the conditions provided by the successful bidder and under proper use, arising from faulty equipment, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design etc. and shall remedy such defects at his own cost when called upon to do so by BBJ who shall state in writing in what respect equipment are faulty.
- iii) **Comprehensive onsite warranty for 12 (twelve) months for all the supplied equipment. Services, repair and replacement of defective spares/parts, under warranty, will be provided free of cost at sites.**

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

18. SERVICE LEVEL AGREEMENT (SLA):

No Equipment should be down for more than 03 (three) Calendar days in a month. Otherwise, penalty of Rs.100/- per day per equipment is liable to impose upon the Successful Bidder. The successful bidder shall be required to sign the **Service Level Agreement (Annexure-I)** with BBJ.

19. LIQUIDATED DAMAGE (LD):

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

20. INSPECTION, TESTING, TEST CERTIFICATES:

- a) The acceptance of crane is subject to step by step inspection including load testing by 3rd party (3rd party is to be vetted to the Quality Assurance (QA) Dept./ Quality Control (QC) Dept. of BBJ)
- b) **All expenses involved for Inspection & Testing shall be borne by the crane manufacturer.**
- c) The crane 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 crane manufacturer minimum **7 (Seven) days in advance** at BBJ Office at 27, R. N. Mukherjee Road, Kolkata-700001.
- e) All Test Certificates for raw materials (both physical and chemical) and finished materials are to be provided and submitted by the crane manufacturer at the time of Inspection and along with supply without any extra cost to BBJ.
- f) The structural members of the crane are to be purchased from SAIL/ RINL or other reputed brand subject to acceptance of BBJ's Design Dept. **Minimum Grade of E250BR is to be considered.**
- g) 4 nos. wheel (boggy wheel), swing wheel, head pulley, swing pulley, purchase pulley are to be tested as per codal provision or as desired by the Quality Assurance (QA)/Quality Control (QC) Dept. of BBJ. Other necessary tests are to be done as per codal provision or as desired by the QA/QC Dept. of BBJ.
- h) Bearing arrangement of all wheels as per design requirement with reputed brand subject to acceptance of BBJ.
- i) Tie rods must be forged steel (tensile load test to be carried out before supply).

- j) All steel materials including fasteners (e.g. rivets, bolts etc.), Tie rod, wheels, pulley, bearings and other remaining components should be of tested quality and to be accepted by BBJ's QA / QC Dept.
- k) **Prior to manufacturing of crane components in totality, the design should be approved by BBJ's Design Dept./ Drawing Dept. The design of crane to be based on BBJ's Guideline GA Drawing No. BBJ-ECR-3135-SK-01.**
- l) The crane is to be load tested with respect to load radius chart inducted in General Arrangement Drawing with load factor.

21. TRAINING:

- i) If BBJ decides that prior training is necessary to operate the whole or any part of the equipment, the successful bidder shall have to provide such necessary onsite training free of cost to the personnel indicated by the BBJ for that equipment.
- ii) The successful bidder shall also provide all training equipment and documents and aids.

22. CHANGE OF ORDERS:

- i) BBJ may at any time by written order given to the Successful Bidder 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 Successful Bidder.
- 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.

23. SUB-LETTING:

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

24. GENERAL LIEN:

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

25. PACKAGING:

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

26. REPLACEMENT OF DEFECTIVE EQUIPMENT:-

- i) If the equipment or any part thereof, is found defective or fails to meet the requirements of the contract, before it is accepted, BBJ shall give notice to the Successful Bidder setting forth details of such defects or failures and the

Successful Bidder shall forthwith arrange to set right the defective equipment or replace the same by the good one to make it comply with the requirements of the contract. This, in any case, shall be completed within a period not exceeding one (1) month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Successful Bidder free of cost.

- ii) Should the Successful Bidder fails to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Successful Bidder. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the Successful Bidder against this Purchase Order/Work Order/LOA.
- iii) If the equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, the Successful Bidder shall arrange to supply the same within a reasonable time or as instructed by BBJ, without any extra cost to BBJ, at the same prices and on the same terms and conditions as mentioned in this Purchase Order/Work Order/LOA.

27. 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 Successful Bidder at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable equipment, bought out components and other stores in the course of manufacture which may be in the possession of the Successful Bidder at the time of such termination, or such portion thereof as the Purchaser may deem fit except such equipment, as the Successful Bidder may, with the concurrence of the Purchaser, elect to retain.

28. TERMINATION OF CONTRACT

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies for which the present successful bidder herein shall be liable to pay all the incidental &

extra cost to BBJ. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful bidder for any ground whatsoever.

The successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

The defaulting successful bidder shall not be issued any completion certificate for the contract.

All the statutory obligations including maintaining the all other local rules & regulations/ rules of local Govt. bodies should be abide & complied by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful Bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.) and the decision of BBJ in this respect shall be final.

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful bidder does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the BBJ, then BBJ shall be entitled after giving 48 hours' notice in writing to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

29. ARBITRATION:

In case a dispute or difference of any kind whatsoever, arises out of or relates to the Contract or ancillary / incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the Contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision/ recommendation/ interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

On the failure of the procedure prescribed above or if a party is dissatisfied with the decisions/ recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by a notice in writing to the Competent Authority of BBJ clearly evince the intention to refer the disputes and differences that have arisen between the parties to Arbitration by constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated / cancelled) shall continue to perform all of their obligations under this Agreement and

the Contract, without prejudice to a final adjustment in accordance with such award.

The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.

It is also agreed by the parties that the Arbitration Proceedings shall be conducted in English language. The venue of Arbitration shall be at Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

30. 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 Order.

31. PATENT RIGHTS:

The Successful Bidder 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.

32. DOCUMENTS:

Machineries should be supplied along with all relevant & necessary documents to BBJ.

33. JURISDICTION OF COURT

The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

34. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Work order
- 2) Letter of Award (LOA)
- 3) Schedule of Items, Rates & Quantities
- 4) Special Conditions of the Contract (SCC)
- 5) Technical Specifications (TS)
- 6) Scope of Work (SOW)
- 7) Drawings
- 8) Notice Inviting Tender
- 9) Instructions to the Bidders (IB)
- 10) General Conditions of Contract

35. IMPORTANT NOTES:

- (A) BBJ reserves the right to:
- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (ii) Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
 - (iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.

- (iv) May ask for further qualification during techno commercial scrutiny of bids received.
- (v) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- (vi) BBJ shall not be liable for any expenses incurred by bidder for delivery of materials or during preparation of bid irrespective of whether it is accepted or not.
- (vii) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- (viii) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.

(A.Neogi)
DGM(P-V)

Annexure - I

FORMATION FOR SERVICE LEVEL AGREEMENT (SLA)

Terms of the Service Level Agreement (SLA) is as under:-

01. All the supplied equipment under this Purchase Order should be under 01 (ONE) YEARS onsite comprehensive warranty including service, repair & replacement of defective spare parts.
02. Bidder guarantees an uptime of 95% for the entire system failing which a penalty of Rs.100/- (Rs. One Hundred) per day per equipment will be recovered from the Performance Guarantee or Bank draft or the Payment due to the vendor.
03. The response time for maintenance call of equipment should not exceed 24hours. The Service downtime should not exceed 48 hours from the time at which the complaint was made. If the down time is more than the stipulated period, the Successful Bidder will provide a stand by Service. In case the Service is not provided or an alternative service not arranged within the stipulated period from the time of failure report, then the Purchaser may choose to get the same service from any other agency and the cost and expenditure incurred, in this regard, shall be recoverable from the Successful Bidder.
04. In case the equipment is not made operational within 30 days (thirty days) from the lodging of the complaint, Performance Bank Guarantee or bank draft provided by the Successful Bidder to BBJ or any payment due to Successful Bidder shall be invoked in respect of equipment during warranty period.
05. All other suitable terms& conditions from the above tender would be made part of this.

The Downtime of the equipment / machineries starts from the time BBJ's complaint is logged in at the successful bidder's address as provided by the successful bidder for entertaining complaints. Any delay in this shall be excluded from the availability calculations. The complaint can be logged during working hours (9.00 AM – 06.00PM on all working days, excluding Sundays & National Holidays).