

(A Government of India enterprise)
 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700 001 (WEST BENGAL)
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TENDER NO.	eNIT/DGM(P-V)/SELF LOADING CONCRETE MIXER/R2/9-2017	DATE	08.02.2017
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NOTICE INVITING TENDER

Sealed Tenders are invited from reputed Manufactures/Dealers/suppliers for the followings:-

01.	NAME OF THE WORK	SUPPLY AND COMMISSIONING THE SELF LOADING CONCRETE MIXER MACHINE (4 CUM CAPACITY) BASED ON TECHNICAL SPECIFICATION AT <u>ANNEXURE II</u> AND SHOWING ITS SATISFACTORY PERFORMANCE TO THE PURCHASER OF EQUIPMENT AT HEAVY PLANT YARD, BBJ, P-82, TARATALA ROAD, GARDEN REACH, KOLKATA-700024
02.	QUANTITY	AS PER BOQ
03.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	Rs.1000.00 (RUPEES ONE THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER OR CASH IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". MSE / SSI UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD BE VALID ATLEAST UPTO TENDER OPENING TIME) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING COST OF TENDER. <u>SIGNED COPY OF NSIC CERTIFICATE MUST BE UPLOADED IN GOVT. PORTAL & ENCLOSED IN TENDER DOCUMENT.</u> APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED. BIDDER REGISTERED WITH DGS&D AND PSU UNITS ARE ALSO EXEMPTED FROM SUBMISSION OF COST OF TENDER, PROVIDED THEY SHOULD SUBMIT NECESSARY SUPPORTING PAPAERS.
04.	EARNEST MONEY DEPOSIT (EMD)	Rs. 50,000.00 (RUPEES FIFTY THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". EXISTING VENDORS MAY ADJUST THIRE EMD AMOUNT FROM THEIR PASSED BILL LYING WITH BBJ PROVIDED THEY SHOULD MENTION THE PARTICULAR BILL REFRENCE FOR EMD EXEMPTION. MSE / SSI UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD BE VALID ATLEAST UPTO TENDER OPENING TIME) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING EMD. <u>SIGNED COPY OF NSIC CERTIFICATE MUST BE ENCLOSED.</u> APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED (BBJ)

eNIT/DGM(P-V)/ SELF LOADING CONCRETE MIXER/R2/9-2017

DATE: 08.02.2017

		<p>TENDER DOCUMENT, WITHOUT EMD OR NON SUBMISSION OF PARTICULAR REFERENCE OF PASSED BILL LYING WITH BBJ FOR EMD ADJUSTMENT, SHALL BE STRAIGHTWAY REJECTED.</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>	
05.	SECURITY DEPOSIT	<p>FOR SUCCESSFUL BIDDER(S), ABOVE EARNEST MONEY DEPOSIT (EMD) WILL BE CONVERTED INTO SECURITY DEPOSIT AND WILL BE RETAINED TILL SUCCESSFULLY COMPLETION OF SUPPLY AND COMMISSIONING OF SELF LOADING CONCRETE MIXER MACHINE (4 CUM CAPACITY) INCLUDING ACCESSORIES AT HPY, WITHOUT ANY INTEREST, SUBJECT TO APPLIED FOR THAT.</p>	
06.	PERFORMANCE BANK GUARANTEE	<p>SUCCESSFUL BIDDER SHALL HAVE TO FURNISH A PERFORMANCE BANK GUARANTEE AMOUNTING TO 10% (TEN PERCENT) OF THE CONTRACT VALUE ISSUED BY ANY NATIONALIZED BANK / SCHEDULE BANK AS PER PRESCRIBED FORMAT GIVEN IN THIS TENDER AT ANNEXURE-I.</p>	
07.	MODE OF SUBMISSION	<p>ONLINE THROUGH E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT https://eprocure.gov.in/eprocure.</p> <p>A HARDCOPY OF THE SUBMITTED BID SHALL HAVE TO BE SUBMITTED TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID.</p> <p>CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPPP AND BBJ WEBSITE.</p>	
08.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	08.02.2017
		DOCUMENT DOWNLOAD START DATE	09.02.2017-10:00 HRS
		START DATE OF UPLOADING OF BID	24.02.2017 - 10:00 HRS
		END DATE FOR UPLOADING OF BID DOCUMENT	02.03.2017 - 16:00 HRS
		DATE OF OPENING OF TECHNICAL BID	03.03.2017 - 16:00 HRS
		DATE OF OPENING OF FINANCIAL BID	To be notified later

(ANIMESH NEOGI)
DGM(P-V)

INSTRUCTION TO BIDDERS

IB-1

1. Registration of Contractor

Any contractor 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>.

2. Digital Signature certificate (DSC)

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. Details are available at the web Site (<https://eprocure.gov.in/eprocure>) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.

3. 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.

4. ELIGIBILITY CRITERIA

- I. The bidder should be either **Original Equipment Manufacturer (OEM)** or **Authorized Dealer** (Manufacturer's authorization certificate / letter on the OEM's letter head duly signed by authorized signatory to be submitted are to be submitted). **Brand name & model No. of the quoted machine must be indicated.**
- II. The bidder should submit copy of audited Balance Sheet for last 3(three) years ending 31st March 2016 and copy of Income Tax Returns (ITR) filed for the last three (3) financial years ending 31st March 2016.
- III. Bidder should have experience of having **successfully completed similar supplies** (as per Annexure-II) during the **last two years** ending 31st March 2016. (Please submit attested copy of supply order / successful commissioning report, certificate).
- IV. The bidder should not have been barred by any PSU/Govt. Department in doing business with them. (Self declaration in this regard have to be submitted).

5. 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 correction and new entry are to be signed and sealed with Company's seal. **In the event of any difference between figure & words of the quoted rates, the rate 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. **Tendering process contains two parts i.e Techno-Commercial Part and Price Part.**

INSTRUCTION TO BIDDERS

IB-2

Scanned copy of the following document duly signed with official stamp in each page are to be uploaded in CPPP portal and hard copies of the same are to be put into a sealed envelope super scribing “TENDER NOTICE NO.” and “TECHNO-COMMERCIAL PART”, addressing to DGM (P-V) - The BBJ Construction Co. Ltd., 27, R. N. Mukherjee Road, Kolkata-700001:-

c) **TECHNO-COMMERCIAL PART**: The following documents are to be submitted to BBJ in a sealed envelop superscribing “**TENDER NOTICE NO. AND TECHNO-COMMERCIAL PART**”:-

- i) **Documents in support of ELIGIBILITY CRITERIA** as per Clause No.4 above.
- ii) Technical Specification / brochure of quoted Self Loading Concrete Mixer Machine (4 cum Capacity) duly signed with official stamp.
- iii) Copy of PAN number and copy of Central excise, VAT/CST registration number duly signed with official stamp.
- iv) Copy of Provident Fund (PF) registration number of your organisation;
- v) The downloaded Tender document (without quoting any price in BOQ page of Techno-commercial bid) duly signed with official stamp in each page.
- vi) **Earnest Money Deposit (EMD)** of Rs. 50,000.00 (Rupees fifty Thousand only) in the form of Demand draft or Pay Order in favour of “The Braithwaite Burn and Jessop Construction Co. Ltd.” 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 self loading concrete mixer machine (4 cum capacity) including all accessories at our HPY, without any interest, subject to applied for that.

- vii) **Cost of Tender document** (Non Refundable) of Rs. 1,000/- (Rupees One thousand only) in the form of Demand draft or Pay Order or Cash in favour of “THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED” payable at “KOLKATA”.

Scanned copy of the EMD and other document, as stated above, are to be uploaded in CPPP portal ([https:// eprocure.gov.in/eprocure](https://eprocure.gov.in/eprocure)) and the EMD in physical instrument along with hard copy of other document are to be send in BBJ

d) **PRICE PART**

Properly filled up BILL OF QUANTITIES (BOQ) is to be uploaded in CPPP website and hard copy of the same in a separate sealed envelope duly signed with official stamp are to be send to BBJ’s Office super scribing “TENDER NOTICE NO.” and “PRICE PART”.

Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ

- e) The above two sealed envelope i.e. ‘TECHNO-COMMERCIAL PART’ and ‘PRICE-PART’ shall have to be put into another sealed envelope superscribing “TENDER NOTICE NO.” & “NAME OF WORK” and to be submit to BBJ’s Had Office within the due date & time of submission. BBJ shall not be responsible for any delay receipt of tender document caused by courier company, post office etc.

INSTRUCTION TO BIDDERS

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6. 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.**

7. All costs and expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the Tenderer and BBJ shall bear no liability whatsoever on such cost expenses.

8. Conditional tenders will be rejected and no additional clause will be entertained.

9. OPENING OF FINANCIAL BID:

Price offer of only those bidders will be opened whose Technical offers 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.

10. EVALUATION OF BIDS:

Tenders will be evaluated based on **Techno-commercial bid** and **Financial Bid**.

In case of Techno-commercial bid, tenders will be evaluated on the following basis:-

- (i) Original Equipment Manufacturer/Authorized Dealer Certificate from OEM. Brand name & model no. of the quoted machine must be indicated.
- (ii) Submitted copy of audited Balance Sheet for last 3(three) years ending 31st March 2016 and copy of Income Tax Returns (ITR) filed for the last three (3) financial years ending 31st March 2016;
- (iii) Attested copy of supply order/successfully commissioning report, certificate of similar supplies during the last two years ending 31st March 2016.
- (iv) Self Declaration certificate that the bidder is not barred by any PSU/Govt. Dept.
- (v) Technical Specification / brochure for the quoted item;
- (vi) Copy of PAN number and copy of central excise, VAT/CST registration number;
- (vii) Provident Fund (PF) registration number of your organisation;
- (viii) Submission of EMD amount of Rs.50,000.00 or exempted as per our NIT (copy of NSIC certificate must be enclosed);
- (ix) Submission of Cost of Tender document of Rs.1,000.00 or exempted as per our NIT (copy of NSIC certificate must be enclosed);
- (x) Substantive Responsiveness of the Bid i.e. a substantially non-responsive bid shall be rejected by the Purchaser.

INSTRUCTION TO BIDDERS

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The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute an equipment deviation.

In case of **Financial Bid** of only those bidders who will qualify in Techno-commercial Bid shall be opened at 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 equipment offered inclusive of all taxes and duties and other statutory charges.

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

BBJ reserve the absolute right to split the scope of supply of BILL OF QUANTITY (BOQ) among the Techno-commercially qualified bidders as per BBJ's requirement and decision. However, in such case, the L1 bidder will get at least 60% of ordered quantity. The distribution of BOQ items 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 no. of parties on whom the orders shall be finally placed.

11. PURCHASER'S RIGHT TO VARY QUANTITIES:

The Purchaser reserves the right at the time of award of the contract to increase or decrease the quantity of the equipment and services specified in the Bill of Quantity without any change in lowest 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.

12. PURCHASER'S RIGHT TO ACCEPT 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 any or 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.

13. NOTIFICATION OF SUCCESSFUL BIDDER:

The Purchaser will notify the successful bidder in writing by registered letter or fax or e-mail that his bid has been accepted. The notification of the award will constitute the formation of the contract. The successful bidder will furnish the Bank Draft or Performance Bank Guarantee (as per Annexure I) equivalent to 10% of contract value within 15 (fifteen) days of the notification. Upon submission of Performance Guarantee by the successful bidder, the Purchaser will notify each unsuccessful bidder and will discharge its bid bond.

14. CANCELLATION OF LETTER OF INTENT:

Failure of the successful bidder to comply with the requirement of submission of Bank Draft or Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

INSTRUCTION TO BIDDERS

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15. 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.

16. DELIVERY:

Delivery of the equipment shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special conditions of the contract and equipment 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.

17. 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.

GENERAL CONDITIONS OF THE CONTRACT

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1. 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.

2. STANDARDS:

The equipments supplied under the contract shall conform to the standards mentioned in the Technical Specifications at **Annexure -II**.

3. PATENT RIGHTS:

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

4. INSPECTION AND TESTS:

- (a) 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. In case the tested equipments fail to conform to the specifications, the Inspector may reject them and the supplier shall either replace the rejected equipment or make necessary alteration to meet the specifications requirements free of cost to the purchaser.
- (b) 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.
- (c) If any equipment before it is taken over is found defective or fails to fulfill the requirements of the contract, the Purchaser shall give the Supplier notice 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 and in any case within a period not exceeding 01 (one) months of the initial report. These replacements shall be made by the Supplier, free of all charges, at the site(s).
- (d) As regards Inspecting Authority and other details please refer to Special Conditions of the contract.

5. TRAINING:

- (a) If the Purchaser decides that prior training is necessary to operate any particular equipment(s), the bidder shall provide such necessary onsite training free of cost to the personnel indicated by the purchaser for those equipment(s).
- (b) The Bidder shall also provide all training equipments and documents and aids.

6. 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:-

GENERAL CONDITIONS OF THE CONTRACT

GCC-2

- a) Drawings, designs or specifications where equipment to be furnished under the contract are to be specially manufactured for the Purchaser.
- b) Method of transportation or packing.
- c) Place of delivery.
- d) Services to be provided by the supplier.
- ii) If any such change causes an increase or decrease in the cost and/or the time required for the execution of the contract, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

7. SUB-LETTING:

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

8. ARBITRATION:

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

GENERAL CONDITIONS OF THE CONTRACT

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9. 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 (2) 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 Performance Guarantee and from other due amounts of the supplier.

10. 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 Guarantee of the Supplier. In the event of the Performance Guarantee being insufficient, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the supplier under this or any other contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall have to pay to the Purchaser, on demand, the remaining balance due.

11. PACKING:

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

12. REPLACEMENT OF DEFECTIVE EQUIPMENT:

- i) if any equipment 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 equipment or replace the same by the good one to make it comply with the requirements of the contract. This, in any case, shall be completed within a period not exceeding one (1) month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Supplier free of cost.
- ii) Should the Supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Supplier. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier against this Purchase Order/LOI.

GENERAL CONDITIONS OF THE CONTRACT

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

13. 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.

14. 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 equipments 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.

GENERAL CONDITIONS OF THE CONTRACT **GCC-5**

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

15. 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.

16. 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.

SPECIAL CONDITIONS OF CONTRACT

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The followings 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.

1. PRICE BASIS:

F.O.R destination for BBJ is Heavy Plant Yard, Kolkata basis.

2. PAYMENT TERMS:

Payment will be released by BBJ as per details below:-

i) **90% payment against opening of 30 (thirty) days irrevocable and confirmed Commercial Bank Letter of Credit (LC) payable at sight of document;**

ii) **10% within 30 (thirty) days of successful commissioning of machines at F.O.R destination, subject to certificate from the inspecting agency.**

i) No payment will be made for self loading concrete mixer rejected on testing.

If payment made in demand draft, draft charge will be deducted from due payment.

3. PAYING AUTHORITY:

The Braithwaite Burn & Jessop Construction Company Limited (BBJ)

4. CONSIGNEE:

The Braithwaite Burn & Jessop Construction Company Limited (BBJ)

5. INSPECTION AUTHORITY:

Manufacturer's Test Certificate & by BBJ (Quality Assurance Dept.) and/or their authorized representative.

6. DELIVERY SCHEDULE:

Within 04 (FOUR) weeks from the date of Letter of Intent (LoI) / Purchase Order, whichever is earlier.

7. DELIVERY PLACE:

Delivery of machinery along with all accessories will be made at Heavy Plant Yard (HPY) of BBJ at P-82, TARATALA ROAD, GARDEN REACH, KOLKATA-700024.

8. LIQUIDATED DAMAGES (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 contractor fails to complete the works within the time as specified in the contract for the reasons not attributable to the contractor, BBJ may, if satisfied, allow the contractor to complete the work for further extension of time without impose LD.

SPECIAL CONDITIONS OF CONTRACT

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- c) If the contractor fails to complete the works within the time as specified in the contract for the reasons attributable to the contractor, BBJ allow, if satisfied that the works can be completed within reasonable short time thereafter, the contractor for further extension of time. On such extension, BBJ will recover from the bills of contractor, as agreed damages, **a sum equivalent to ½ (half) of 1% of the contract value per week or part of the week** of any supplied equipments/services not delivered within stipulated time period or total order value, where part delivery is of no use to the purchaser, subject to maximum limit of **10% for contract value upto 2 (two) lakh and 5% for contract value above 2 (two) lakh.**
- d) For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order / contract agreement issued.
- e) Provided further, that if BBJ is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, BBJ shall be entitled to encash the contractor's Security Deposit and Performance guarantee and also rescind the contract, whether or not actual damage is caused by such default.

9. **SECURITY DEPOSIT:**

Earnest Money deposited (EMD) by the successful bidder(s) will be converted into security deposit and will be retained till successfully completion of supply and commissioning of self loading concrete mixer machine (4 cum capacity) including all accessories at HPY, without any interest, subject to applied for that.

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

- a. As security for proper and faithful fulfillment of the obligation under the order, the successful bidder is required to submit Performance Guarantee (PG) within 15 days of receipt of Letter of Intent (LoI) or Purchase Order, whichever is earlier, **for an amount equivalent to 10% (ten percent) of the contract value** in form of Bank Draft or irrevocable Bank Guarantee issued by a Nationalised Bank or Scheduled Bank as per **Annexure – I** and **will be valid up to the end of Warranty Period of 12 months plus 30 days of claim period.**
- b. The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease) of contract value. In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- c. **Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed.** The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed

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

d. BBJ will encash the Performance Guarantee in the event of:-

- i) Failure by the contractor to extend the validity of the Performance Guarantee as per requirement of contract, in which event BBJ may claim the full amount of the Performance Guarantee.
- ii) Failure by the contractor to pay BBJ any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the contract, within 30 days of the service of notice to this effect by BBJ.
- iii) Being determined or rescinded under any provision of the contract, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of BBJ.

11. WARRANTY:

- a. 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 supply shall be replaced by the supplier at his own expenses. Should any design modifications be made in any part of the machine offered, the period of 12 months would commence from the date, the modified part is commissioned in service. The cost of such modification shall be borne by the supplier.
- b. The supplier shall give warranty that supplied equipment shall be new and free from all defects and faults in workmanship and manufacturing process and shall be of the highest grade and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty equipment, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design etc. and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect equipment are faulty.
- c. **Comprehensive onsite warranty for 01 (one) year for all the supplied equipments. Services, repair and replacement of defective spares / parts under warranty will be provided free of cost at sites.**
- d. If it becomes necessary for the supplier to replace or renew any defective portion/s of the equipment under this clause, the provisions of the clause shall apply to the portion/s of equipment replaced or renewed or until the end of the warranty, which period ends later on. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which purchaser may have against the Supplier for such defects.
- e. Replacement of defective spare / parts under warranty shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

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- f. 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.

12. **DOCUMENTS:**

Machineries should be supplied along with the following:-

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

ANNXURE - I

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

To,
The Braithwaite Burn & Jessop Construction Company Limited,
27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA-700001, WEST BENGAL.

OUR LETTER OF GURANTEE NO. : _____

In consideration of “The Braithwaite Burn & Jessop Construction Company Limited, Kolkata”, having its office at 27, Rajendra Nath 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 Self Loading Concrete Mixer machine (4 cum capacity) including all accessories as per terms and conditions given in the Agreement No. _____ 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 Performance Guarantee will expire on _____ (after the completion of the Guaranty / Warranty period of the machineries including all accessories) 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 Performance 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 purchaser serve upon us a written claim or demand on or before _____ period.

Authorised Signature

Manager
Seal of Bank

TENDERER(S)

Annexure – II

Technical Specification for Self Loading Concrete Mixer Machine (4 cum Capacity)

Sl No	Description	Technical Specification
01	Engine	Direct injection natural aspirated water cooled four stroke turbo charged diesel engine.
02	Traction	4 Wheel Drive
		4 Wheel Steering
03	Transmission	Hydrostatics 4 speeds
04	Steering	Power Assisted
05	Differentials	Totally enclosed oil bath disc brakes
06	Parking Brake	Mechanical
07	Starting	Electric 12 V
08	Effective Yield	4000 cum
09	Required Output	75-80 cum per 08 working hours.
10	Loading	Self Loading Shovel Capacity 800 Lit.
11	Discharge Concrete	Rapid discharge of the concrete by hydraulic drum tilting. Quantity of concrete output – 04 cum.
12	Adjustment of Drum Rotation	By Electronic / Hydrostatic control RPM- 0-25 RPM.
13	Water Equipment	Self Priming pump 220 lt/min
14	Water Tank	Minimum 900 Lit.
15	Drive Seat	Rotating 180 degree protection cabin
16	Tyres	Front & Rear type 405/70-20 14 PR Rim size 13” x 20.1” or equivalent.
17	Lights Equipment	Complete with head / tail lights, rotating light and emergency lights
18	Leaning Grade	35%
19	Speed	30 Km/h
20	Preferable	One joy stick operation in all main functions.
21	Extra arrangement	<ul style="list-style-type: none"> • Extra Chute • High Pressure Washing System • Printer • Slewing Drum Arrangement

Note: Temporary registration under Motor Vehicle Act should be borne by the supplier and TR copies should be attached along with other documents at F.O.R. destination.

NOTE TO BOQ:-

- (1) Temporary Registration (TR) under Motor Vehicle Act should be borne by the supplier and TR copies should be attached along with other documents at F.O.R. destination.
- (2) Way bill, if required, will be provided by BBJ; Entry Tax, if any, will be borne by BBJ;
- (3) 2% CST against "C" Form. "C" form will be provided by BBJ;
- (4) Bidder should fill up all the columns of the above BOQ. If any columns of the above BOQ are not relevant / applicable to the bidder, then bidder should strike out or mentioned "NOT APPLICABLE" in the respective columns.
- (5) Mention the name of cost included in Other cost at Sl. No (9) of above BOQ.
- (6) Make & Model No. of the Machine to be indicated clearly in the bid document.