

(A GOVERNMENT OF INDIA ENTERPRISE)
 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700001 (WEST BENGAL)
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TENDER NO.	eNIT/DGM(P-V)/CONCRETE PUMP/2016/R1/03-2016	DATE	29.12.2016
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NOTICE INVITING TENDER

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

01.	NAME OF THE WORK	SUPPLY AND COMMISSIONING OF STATIONERY CONCRETE PUMP AS PER BOQ 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.	EARNEST MONEY DEPOSIT (EMD)	<p>Rs.25,000.00 (RUPEES TWENTY-FIVE THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER OR MANAGERS CHEQUE IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".</p> <p>SCANNED COPY OF THE EMD TO BE UPLOADED IN THE PORTAL AND THE PHYSICAL INSTRUMENT HAVE TO BE SUBMITTED IN BBJ OFFICE.</p> <p>EXISTING VENDORS MAY ADJUST THEIR EMD AMOUNT FROM THEIR PASSED BILL LYING WITH BBJ, PROVIDED THEY SHOULD APPLY FOR THE SAME.</p> <p>TENDER DOCUMENT WITHOUT EMD OR NON SUBMISSION OF PARTICULAR REFERENCE OF PASSED BILL LYING WITH BBJ FOR EMD ADJUSTMENT SHOULD BE REJECTED.</p> <p>MSE / SSI UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD VALID ATLEAST UPTO THE DATE OF OPENING OF TENDER) FOR THE BOQ ITEMS ARE EXEMPTED FROM PROVIDING EMD. COPY OF NSIC CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.</p> <p>BIDDER REGISTERED WITH DGS&D AND PSU UNITS ARE ALSO EXEMPTED FROM SUBMISSION OF EMD, PROVIDED BIDDER SHOULD SUBMIT NECESSARY SUPPORTING PAPAERS.</p> <p>FOR UNSUCCESSFUL BIDDERS, EARNEST MONEY DEPOSIT (EMD) WILL BE REFUNDED AFTER FINALIZATION OF ORDER, WITHOUT ANY INTEREST.</p>
04.	SECURITY DEPOSIT	FOR SUCCESSFUL BIDDER(S), ABOVE EARNEST MONEY DEPOSIT (EMD) WILL BE CONVERTED INTO SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFULLY COMPLETION OF SUPPLY AND COMMISSIONING OF CONCRETE PUMP INCLUDING ACCESSORIES, WITHOUT ANY INTEREST, SUBJECT TO APPLIED FOR THE SAME.

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED (BBJ)

NIT/DGM(P-V)/CONCRETE PUMP/2016/R1

DATE: 29.12.2016

05.	PERFORMANCE GUARANTEE	SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT A BANK DRAFT OR PERFORMANCE BANK GUARANTEE (AS PER ANNEXURE - I) AMOUNTING TO 10% (TEN PERCENTAGE) OF THE CONTRACT VALUE, ISSUED BY A NATIONALIZED BANK / SCHEDULED BANK.THE PERFORMANCE GUARANTEE SHALL REMAIN VALID UP TO THE GUARANTEE / WARRANTY PERIOD OF 12 MONTHS.	
06.	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT OF CPPP, NIC	
05.	DATE & TIME SCHEDULE:	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	29.12.2016
		DOCUMENT DOWNLOAD START DATE	29.12.2016 - 15:00 HRS
		START DATE OF UPLOADING OF BID DOCUMENT	07.01.2017 - 10:00 HRS
		END DATE FOR UPLOADING OF BID DOCUMENT	12.01.2017 - 15:00 HRS
		DATE OF OPENING OF TECHNICAL BID	13.01.2017 - 15:00 HRS
		DATE OF OPENING OF FINANCIAL BID	To be notified later

(ANIMESH NEOGI)
DGM(P-V)

INSTRUCTION TO BIDDERS

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1.0 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>.

2.0 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 stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token.

3.0 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.

4.0 ELIGIBILITY CRITERIA

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

5.0 SUBMISSION OF BID

- a) All the pages of the Tender document to be signed with Company's seal by the bidders. Bids to be submitted online through e-Procurement system of CPPP. A hardcopy of the submitted bid shall have to be submitted to this office.
- b) The Tender shall be signed by the person legally authorized to enter into commitment on behalf of the Tenderer. Tenders to be submitted in two parts as per following:
- c) **TECHNO-COMMERCIAL PART**:

The following documents are to be put into a sealed envelope super scribing "**TENDER NOTICE NO.** and **TECHNO-COMMERCIAL PART**":-

- i) Documents in support of **ELIGIBILITY CRITERIA** as per Clause No.2 above.
- ii) Specification / brochure for quoted items. Make & Model no. is to be mentioned;
- iii) Copy of **PAN number, VAT/CST registration number etc.**
- iv) Copy of **Provident Fund (PF)** registration number of your organisation;
- v) Copy of **Central Excise registration number etc.**
- vi) **Earnest Money Deposit (EMD)** of Rs.25,000/- (Rupees Twenty Five thousand only) in the form of Demand draft or Pay Order or Manager's Cheque in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at "KOLKATA".

Scanned copy of the EMD have to uploaded the portal and the physical instrument have to be submitted in BBJ office.

Tender document without EMD or non-submission of particular reference of passed bill lying with BBJ for EMD adjustment should be rejected.

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For the successful bidder, this EMD amount will be converted into Security Deposit and will be retained till successful completion of supply and commissioning of BOQ items, without any interest, subject to applied for that.

vii) The downloaded Tender document [without quoting any price in BOQ page of Techno-commercial bid] duly signed with official stamp in each page.

d) **PRICE PART**

Properly filled up BILL OF QUANTITY (BOQ) duly sealed and signed shall have to put into another sealed envelope superscribing "**TENDER NOTICE NO.**" and "**PRICE PART**".

e) The above Two sealed envelope i.e. 'TECHNO-COMMERCIAL PART' and 'PRICE-PART' are to be put into a separate sealed envelope super scribing "TENDER NOTICE NO.", "NAME OF WORK", due date of submission of offer addressed to Dy. GM(P-V), The Braithwaite Burn & Jessop Construction Company Limited, to be submitted at BBJ's Head office on or before the last date & time of submission of offer.

6.0 **EXEMPTION FOR MICRO & SMALL ENTERPRISES:**

i) Micro & Small Enterprises (MSEs) 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 (EMD);

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.**

7.0 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.

8.0 Conditional tenders may be rejected and no additional clause will be entertained.

9.0 The award of the order or rejection of the bidder's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. Bidders shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ.

10.0 BBJ reserves the absolute right to split up and award the requirement between two or more Tenderers. In such case, the L1 bidder will get at least 60% of ordered quantity. In case of division of ordered quantity among the number of parties, distribution of quantity will be accordingly done by the Purchaser on an individual tender. However, the distribution of tendered quantity amongst the techno-commercially eligible bidders, if required, shall be based on merits of each case. BBJ shall have the sole discretion in deciding the no of parties on whom the orders shall be finally placed.

11.0 **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 Price bid opening meeting. The qualified parties will be notified with date and time of opening of Price bids.

12.0 **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 points:-

(i) Original Equipment Manufacturer (OEM)/Authorized Dealer Certificate from OEM.

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- (ii) Submitted copy of Annual Report (Balance Sheet and Profit & Loss Account) duly certified by a Chartered Accountant and Copy of Income Tax Returns filed for the last three financial years ending 31st March 2016.;
- (iii) Copy of supply order / Job completion 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 PSUs /Govt. Dept.
- (v) Submitted specification/brochure for the quoted items.
- (vi) Copy of PAN number and copy of VAT/CST registration number duly signed with official stamp;
- (vii) Copy of Central Excise registration number duly signed with official stamp;
- (viii) Copy of Provident Fund (PF) registration number of your organization;
- (ix) Submission of EMD amount of Rs.25,000/- (Rupees Twenty Five thousand only) or exempted as per our NIT (copy of NSIC certificate need to be submitted);
- (x) Submission of downloaded tender document (without quoting any price in BOQ page of Techno-commercial bid) duly signed with official stamp in each page;
- (xi) Substantive Responsiveness of the Bid i.e. a substantially non-responsive bid shall be rejected by the Purchaser.

The bidder must certify that all the information and documents provided in the tender document are true and correct.

The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a deviation from our NIT.

Financial Bid of only those bidders who qualify in Technical 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 other statutory payment.

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

13.0 PURCHASER'S RIGHT TO VARY QUANTITIES:

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

14.0 PURCHASER'S RIGHT TO ACCEPT AND/OR TO REJECT ANY OR ALL BIDS:

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

15.0 NOTIFICATION OF SUCCESSFUL BIDDER:

Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax or e-mail that his bid has been accepted.

The notification of the award will constitute the formation of the contract. The successful bidder will furnish the Performance Guarantee within 15 days of the notification. Upon successful bidder furnishing the Performance Guarantee, the Purchaser will notify each unsuccessful bidder and will discharge its bid bond.

16.0 CANCELLATION OF LETTER OF INTENT:

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee (either Performance Bank Guarantee or Bank Draft) in time shall constitute sufficient ground for the cancellation of the acceptance of Letter of Intent (LoI) or Purchase Order, whatever the case may be and

INSTRUCTION TO BIDDERS

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forfeiture of the EMD amount, in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

17.0 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.

18.0 CURRENCIES OF BID AND PAYMENT

The bidder shall submit his price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

19.0 ADVANCE PAYMENT:

No advance payment shall be made. However, if in any exceptional case, BBJ agrees to a Bidder's request for advance payment, such payment shall only be made against equivalent Bank Guarantee, issued by a Nationalized Bank are to be provided by the Bidder, as per norms of the BBJ.

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 Concrete Pump supplied under the contract shall conform to the standards/Technical specifications as mentioned in our BOQ.

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. PERFORMANCE BANK GUARANTEE:

- i) **Within 15 days** of receipt of Letter of Intent (Lol) or Purchase Order, whichever is earlier, the supplier shall furnish a Performance Guarantee amounting to 10% (TEN Percent) of the contract / Purchase order value either in form of Bank Draft or Performance Bank Guarantee issued by a Nationalized Bank /Scheduled Bank as per prescribed format given at **Annexure I**.
- ii) The proceeds of the Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under warranty period.
- iii) The Performance Bank Guarantee or Bank Draft will be valid till end of completion of Guarantee / warranty period of supplied BOQ items/equipments and will be discharged by the Purchaser after completion of the suppliers' obligations including warranty period.

5. INSPECTION AND TESTS:

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

6. TRAINING:

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

7. WARRANTY:

- i) The supplier shall give warranty that concrete pump to be supplied shall be new and free from all defects and faults in workmanship and manufacturing process and shall be of the highest grade and consistent with the established and generally accepted standards for the equipment ordered and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any defects that may develop under

GENERAL CONDITIONS OF THE CONTRACT

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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. This warrantee shall survive inspection or payment for and acceptance of concrete pump after the equipment as been taken over.

- ii) **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.**
- iii) If it becomes necessary for the supplier to replace or renew any defective portion / portions of the equipment under this clause, the provisions of the clause shall apply to the portion / portions of equipments 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 in respect of such defects.
- iv) Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

8. CHANGE OF ORDERS:

- i) The Purchaser may at any time by written order given to the supplier make changes within the general scope of the contract in any one or more of the followings: -
 - a) Drawing, 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 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.

9. SUB-LETTING:

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

10. LIQUIDATED DAMAGES:

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

11. ARBITRATION:

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

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12. RISK PURCHASE:

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

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

13. GENERAL LIEN:

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole the Performance Bank Guarantee or Bank Draft of the Supplier. In the event of Performance Bank Guarantee or Bank Draft 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.

14. PACKAGING:

The Supplier shall ensure that concrete pump 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 equipments.

15. REPLACEMENT OF DEFECTIVE EQUIPMENTS:-

- i) if concrete pump 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 supplier 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 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 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.
- iii) If any concrete pump 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.

16. 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.

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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.

17. 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 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 purchaser may inform in writing) after receipt of the default notice from the purchaser.
- d) On a notice period of 30 days.

In the event the Purchaser terminates the contract in whole or in part pursuant to above 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.

18. 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.

19. ADD ON / REPEAT ORDER:

Purchaser 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 is Heavy Plant Yard (HPY) of BBJ, P-82, TARATALA ROAD, GARDEN REACH, KOLKATA-700024.

2. PAYMENT TERMS:

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

- i) 90% payment within 30 (thirty) days from the date of supply at the F.O.R. destination.**
- ii) Balance 10% within 30 (thirty) days of successful commissioning at F.O.R destination, subject to receipt of certificate from the inspecting agency that the supplied concrete pump has been successfully installed and commissioning and working satisfactorily.**
- iii) No payment will be made for equipments rejected on testing.**

3. PAYING AUTHORITY:

The Braithwaite Burn & Jessop Construction Company Ltd. (BBJ)

4. CONSIGNEE:

The Braithwaite Burn & Jessop Construction Company Ltd. (BBJ)

5. INSPECTION AUTHORITY:

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

6. DELIVERY SCHEDULE:

Within 03 (Three) weeks from the date of acceptance of Purchase Order / Letter of Indent (LOI), whichever is earlier.

7. DELIVERY PLACE:

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

SPECIAL CONDITIONS OF CONTRACT

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8. LIQUIDATED DAMAGES (LD):

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

9. SECURITY DEPOSIT:

Earnest Money deposited by the successful bidder(s) will be converted into security deposit and will be retained till successful completion of supply and commissioning of concrete pump along with all accessories at HPY, without any interest, subject to applied for that.

10. PERFORMANCE GUARANTEE (PG):

The 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 Purchase Order value in form of Bank Draft or Performance Bank Guarantee issued by a Nationalised Bank / Scheduled Bank as per **Annexure – I** and will be valid up to the end of Guarantee/Warranty Period.

11. WARRANTY:

Comprehensive onsite warranty for 01 (one) year for all the supplied equipments. Services, repair and replacement of defective spares / parts under warranty will be provided free of cost at sites.

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

12. SERVICE LEVEL AGREEMENT (SLA):

No Equipment should be down for more than 03 Calendar days in a month. Otherwise, penalty of Rs. 100/- per day per equipment is liable to be imposed upon the Supplier. The successful bidder shall be required to sign the **Service Level Agreement (Annexure-II)** with the purchaser based on the operation requirements.

13. ADVANCE PAYMENT:

Normally, no advance payment shall be made. However, if in any exceptional case, BBJ agrees to a Bidder's request for advance payment, such payment shall only be made against equivalent Bank Guarantee to be provided by the Bidder, as per norms of the BBJ.

14. DOCUMENTS:

Machines should be supplied along with all necessary accessories & document required for smoothly running of the equipments.

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

To,
The Braithwaite Burn & Jessop Construction Company Limited,
27, RajendraNathMukherjee Road, Kolkata – 700001.

OUR LETTER OF GURANTEE NO. : _____

In consideration of "The BBJ Construction Company Limited, Kolkata", (hereinafter referred to as "The Purchaser")having its Head office at 27, Rajendra Nath Mukherjee Road, Kolkata - 700001 and entered into an agreement / Lol 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 CONCRETE PUMP (20 CUM/Hr.) with 50M length delivery pipe line including accessories as per terms and conditions given in the Agreement / Lol dated _____ or Purchase Order No._____ dated _____ and Purchaser having agreed that the supplier shall furnish to BBJ, Kolkata a Performance Bank Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for Rs._____.

We, ("The Bank") which shall include our successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No._____ dated _____ in your favour on account of _____ (The Supplier) in cover of Performance Guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay up to but not exceeding Rs._____/ - (_____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ (after the completion of the Guarantee / Warranty period of the machineries) including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Notwithstanding ANYTHING CONTAINED HEREIN:

- a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only).
- b) This Bank Guarantee should be valid up to _____ period.
- c) We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand on or before _____ period.

Authorised Signature

Manager
Seal of Bank

FORMATION FOR SERVICE LEVEL AGREEMENT (SLA)

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

01. All the supplied equipment under 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 any 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 Supplier 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 supplier.
04. In case the equipment is not made operational within 21 days from the lodging of the complaint, Performance Bank Guarantee or bank draft provided by the supplier to BBJ or any payment due to supplier 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 equipments / machineries starts from the time BBJ's complaint is logged in at the supplier's address as provided by the 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).

NOTE TO BOQ:

- (1)** Way bill, if required, will be provided by BBJ; Entry Tax will be borne by BBJ;
- (2)** 2% CST against "C" Form. "C" form will be provided by BBJ;
- (3)** Rate in figures of Excise duty, VAT/Central Sales Tax (CST), other tax are to be mentioned in BOQ and percentage considered for the same shall be mentioned separately;
- (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 or mentioned "0" in the respective columns or leave it blank.
- (5)** Mention the name of cost included in "Other cost" of BOQ.