

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED (BBJ)**

NIT/DGM(P-V)/EXCAVATOR AND ROCK BREAKER /2016

DATE: 24.11.2016

(A Government of India enterprise)

27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700001 (WEST BENGAL)

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<b>TENDER NO.</b>	<b>NIT/DGM(P-V)/EXCAVATOR AND ROCK BREAKER/2016</b>	<b>DATE</b>	<b>24.11.2016</b>
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**NOTICE INVITING TENDER**

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

<b>01.</b>	<b>NAME OF THE WORK</b>	<b>SUPPLY AND COMMISSIONING OF HYDRAULIC EXCAVATOR AND ROCK BREAKER WITH ADAPTATION KIT (TECHNICAL SPECIFICATION AS PER ANNEXURE III) AND SHOWING ITS SATISFACTORY PERFORMANCE TO THE PURCHASER OF EQUIPMENT AT HEAVY PLANT YARD, BBJ, P-82, TARATALA ROAD, GARDEN REACH, KOLKATA-700024</b>
<b>02.</b>	<b>QUANTITY</b>	<b>AS PER BOQ</b>
<b>03.</b>	<b>COST OF TENDER DOCUMENT (NON-REFUNDABLE)</b>	<b>Rs.1000.00 (RUPEES ONE THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER OR CASH IN FAVOUR OF "THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".</b> <b>MSE/SSI UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD BE VALID UPTO TENDER OPENING TIME AND ALSO APPLIED FOR RENEWAL) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING COST OF TENDER. <u>COPY OF NSIC CERTIFICATE WITH AUTHORISED SIGNATORY MUST BE ENCLOSED.</u> APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.</b> <b>BIDDER REGISTERED WITH DGS&amp;D AND PSU UNITS ARE ALSO EXEMPTED FROM SUBMISSION OF COST OF TENDER, PROVIDED THEY SHOULD SUBMIT NECESSARY SUPPORTING PAPAERS.</b>
<b>04.</b>	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<b>Rs. 50,000.00 (RUPEES FIFTY THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".</b> <b>EXISTING VENDORS MAY ADJUST THIRE EMD AMOUNT FROM THEIR PASSED BILL LYING WITH BBJ PROVIDED THEY SHOULD APPLY FOR THE SAME.</b> <b>MSE/SSI UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD VALID UPTO TENDER OPENING TIME AND ALSO APPLIED FOR RENEWAL) FOR THE BOQ ITEMS ARE EXEMPTED FROM PROVIDING EMD. <u>COPY OF NSIC CERTIFICATE WITH AUTHORISED SIGNATORY MUST BE ENCLOSED.</u> APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.</b>

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		<p>BIDDER REGISTERED WITH DGS&amp;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	FOR SUCCESSFUL BIDDER(S), ABOVE EARNEST MONEY DEPOSIT (EMD) WILL BE CONVERTED INTO SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFULLY COMPLETION OF SUPPLY AND COMMISSIONING OF BOQ ITEMS INCLUDING ACCESSORIES, WITHOUT ANY INTEREST, SUBJECT TO APPLIED FOR THE SAME.
06.	PERFORMANCE GUARANTEE	SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT PERFORMANCE GUARANTEE IN FORM OF PERFORMANCE BANK GUARANTEE (AS PER <u>ANNEXURE - I</u> ) OR BANK DRAFT 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 END OF GUARANTEE / WARRANTY PERIOD OF 12 MONTHS.
07.	ISSUE OF TENDER DOCUMENT	BETWEEN 25.11.2016 AND 23.12.2016 DURING OFFICE HOURS AT BBJ'S HEAD OFFICE. THE TENDER DOCUMENTMENT MAY ALSO BE DOWNLOADED FROM OUR WEBSITE <a href="http://www.bbjconst.com">www.bbjconst.com</a> AND / OR <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> (CPP PORTAL). "CORRIGENDUM", IF ANY, WOULD APPEAR ONLY ON THE OUR WEBSITE <a href="http://www.bbjconst.com">www.bbjconst.com</a> AND NOT TO BE PUBLISHED IN ANY NEWSPAPER.
08.	LAST DATE & TIME OF RECEIPT OF TENDER DOCUMENT	RECEIPT UP TO 13.00 HRS. ON 26.12.2016 AT BBJ'S HEAD OFFICE.
09.	OPENDING OF TENDER (TECHNO COMMERCIAL PART)	AT 15.00 HRS. ON 26.12.2016 AT BBJ'S HEAD OFFICE.

(ANIMESH NEOGI)  
DGM(P-V)

**INSTRUCTION TO BIDDERS**

**IB-1**

**1. LANGUAGE**

Bids and all accompanying document shall be in English. In case any accompanying documents are in other language, it shall be accompanied by an English translation. The English version shall prevail in matter of interpretation.

**2. ELIGIBILITY CRITERIA**

- I. The bidder should be either **Original Equipment Manufacturer (OEM)** or **Authorized Dealer** (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 31<sup>st</sup> March 2016.
- III. Bidder should have experience of having **successfully completed similar supplies (as per Annexure-III)** during the **last two years** ending 31<sup>st</sup> 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).

**3. SUBMISSION OF BID**

- a) All the pages of the Tender document to be signed with Company's seal by the bidders. The rates in the appropriate space in the **BILL OF QUANTITY (BOQ)** of the tender should be properly filled in both in figures and words. No overwriting, use of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction & new entry are to be signed and sealed with Company's seal. **Any difference between figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender.**
- b) The Tender shall be signed by the person legally authorized to enter into commitment on behalf of the Tenderer. **Tenders to be submitted in two parts as per following:**

**c) TECHNO-COMMERCIAL PART:**

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

- i) Documents in support of **ELIGIBILITY CRITERIA** as per in Clause No.2 above.
- ii) **Technical Specification / brochure** for the quoted equipments/machineries.
- iii) Copy of **PAN number** and **VAT/CST registration number**.
- iv) Copy of **Provident Fund (PF)** registration number of your organisation;
- v) **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 & JESSOP CONSTRUCTION COMPANY LIMITED" payable at "KOLKATA".

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

**INSTRUCTION TO BIDDERS**

**IB-2**

v) **Cost of Tender Document (Non refundable) of Rs. 1,000.00** (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”.

vi) Submission of tender document without price bid duly signed with official stamp;

**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 another sealed envelope superscribing “**TENDER NOTICE NO./NAME OF WORK**” and are to be submitted to BBJ’s Head office on or before the last date & time of submission of offer.

**4. 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.**

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

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

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

8. **BBJ reserves the absolute right to split up and award the requirement between two or more Tenderers. However, the L1 bidder will get 60% of ordered quantity. In case of division of ordered quantity among the number of parties, distribution of quantity will be accordingly done by the Purchaser on an individual tender.** However, the distribution of tendered quantity amongst the techno-commercially eligible bidders, if required, shall be based on merits of each case. BBJ shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

**INSTRUCTION TO BIDDERS**

**IB-3**

**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 the Price offer opening. 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** 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.
- (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 31<sup>st</sup> March 2016.;
- (iii) Copy of supply order/completion certificate of similar supplies during the **last two years** ending 31<sup>st</sup> March 2016.
- (iv) Self Declaration certificate that the bidder is not barred by any PSUs / Govt. Dept.
- (v) Technical Specification / brochure for quoted machines of Hydraulic Excavator & Rock Breaker With Adaptation Kit (as per Annexure III);
- (vi) Copy of **PAN number, VAT/CST registration** certificate and **Provident Fund (PF) registration** certificate of your organisation duly signed with official stamp;
- (vii) Submission of tender document without price bid duly signed with official stamp;
- (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 Tender Cost 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.

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

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. 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.

**INSTRUCTION TO BIDDERS**

**IB-4**

**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 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.**

**12. 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.

**13. NOTIFICATION OF SUCCESSFUL BIDDER:**

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

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

**14. CANCELLATION OF LETTER OF INTENT:**

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

**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. 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.

**17. 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**

**GCC-1**

**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 -III.**

**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 (LOI) or Purchase Order, the supplier shall furnish a Performance Guarantee amounting to 10% of the contract/ Purchase order value in form of Bank Draft or Bank Guarantee issued by a Nationalized/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 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) 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).

**GENERAL CONDITIONS OF THE CONTRACT**

**GCC-2**

iv) 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(s), the bidder shall provide such necessary onsite training free of cost to the personnel indicated by the purchaser for those equipment(s).
- ii) The Bidder shall also provide all training equipments and documents and aids.

**7. WARRANTY:**

- i) The supplier shall give warranty that equipment to be supplied shall be new and free from all defects and faults in equipment, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for equipments of the type ordered and shall perform in full conformity with the Technical specifications **as per Annexure III**. 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 equipments, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect equipment are faulty. This warrantee shall survive inspection or payment for, and acceptance of equipment after the equipment has 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 equipment's 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 the Purchaser may have against the Supplier in respect of such defects.
- iv) Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

**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) Designs or specifications where equipment to be furnished under the contract are to be specially manufactured for the Purchaser.
  - b) Method of transportation or packing.
  - c) Place of delivery.
  - d) Services to be provided by the supplier.



**GENERAL CONDITIONS OF THE CONTRACT**

**GCC-3**

- 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 the equipments stipulated in the acceptance of LOI or Order 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% of the total order** will be recovered from the Supplier. The Purchaser also reserves the right to cancel the order and forfeit the Performance Bank Guarantee or Bank Draft 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.

**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 Bank Guarantee and from other due amounts of the supplier.

**GENERAL CONDITIONS OF THE CONTRACT**

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**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 Guarantee of the Supplier. In the event of the 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 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. 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.

**15. 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.
- 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.

**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

**GENERAL CONDITIONS OF THE CONTRACT**

**GCC-5**

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.

**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 the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) On a notice period of 30 days.

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

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**

**SCC-1**

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-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 and installation at the F.O.R. destination.**
- ii) 10% within 30 (thirty) days of successfully commissioning at F.O.R destination, subject to certificate from the inspecting agency that Hydraulic Excavator and Rock Breaker with adaptation kit has been successfully installed and used satisfactorily.**
- iii) No payment will be made for equipment 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 Quality Assurance of BBJ or their authorized representative;

**6. DELIVERY SCHEDULE:**

Within 04 (FOUR) weeks from the date of issue of Purchase Order / Letter of Indent (LOI), whichever is earlier.

**7. DELIVERY PLACE:**

Delivery of Hydraulic Excavator and Rock Breaker with adaptation kit along with all relevant 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 sum equal to 2% of the Purchase Order value** per week or part of a week of any equipments/ services not delivered within stipulated time period or total order value in case where part delivery is of no use to the Purchaser will be recovered from the Supplier's bill, subject to maximum limit of 10% of the total Order value.

**SPECIAL CONDITIONS OF CONTRACT**

**SCC-2**

**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, installation and commissioning of Hydraulic Excavator and Rock Breaker with adaptation kit including accessories at HPY, without any interest, subject to applied for that.

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

The bidder is required to submit Performance Guarantee (PG) for an amount equivalent to 10% of the Purchase Order value in form of Bank Draft or Performance Bank Guarantee issued by a Nationalised Bank / Scheduled Bank and will be valid up to the end of Guarantee / Warranty Period as per **Annexure - I**.

**11. WARRANTY:**

**Comprehensive onsite warranty is for 01 (One) years for all equipment.** Services of the supplied equipments / machineries, repair and replacement of defective spares / parts thereon 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 as per 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:** Machineries should be supplied along with relevant document as mentioned in Annexure III

**Annexure – I**

**FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)**

To,  
The Braithwaite Burn & Jessop Construction Company Limited,  
27, Rajendra Nath Mukherjee 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/LoI 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 **Hydraulic Excavator and Rock Breaker with adaptation kit** as per terms and conditions given in the Agreement / LoI 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 percentage) 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 upto 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**

**Annexure – II**

**FORMATION FOR SERVICE LEVEL AGREEMENT (SLA)**

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

- 01. All the supplied equipments/machineries under Purchase Order should be under 01 (ONE) years ONSITE COMPREHENSIVE warranty including service & repair and replacement of defective spares / parts of the equipment.**
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 any Payment due to the supplier.
03. The response time for maintenance call of equipment should not exceed 24 hours. The Service down time 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 therein shall be recoverable from the Supplier.
04. In case the equipment is not made operational within 30 days from the lodging of the complaint, Performance Guarantee provided by the supplier to BBJ 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 Down time of the equipments 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 – 06.00 PM on all working days, excluding Sundays & National Holidays).

**Annexure – III**

**TECHNICAL SPECIFICATION OF HYDRAULIC EXCAVATOR  
AND ROCK BREAKER WITH ADAPTATION KIT**

**ROCK BREAKER WITH ADAPTATION KIT:-**

Rock Breaker with adaptation KIT to suit for 33MT or 36MT Carrier Hydraulic Excavator.

**HYDRAULIC EXCAVATOR:**

BUCKET CAPACITY : **1.3m<sup>3</sup> Minimum - 2.1 m<sup>3</sup> Maximum RANGE (SAE)**

OPERATING WEIGHT : 33MT to 36MT

ENGINE FLY WHEEL HP: 178 to 184 KW range @ 1900 to 2000 RPM range.

**ENGINE:**

Type : 4 Cylinder, Water Cooled, Direct Injection.  
No. of Cylinders : 6  
Fly Wheel HP : 178 to 184 KW range, @ 1900 to 2000 RPM range  
Aspiration : Turbo Charged, Inter cooled.  
Battery Start : Battery for starting with Battery Terminal to be supplied.

**HYDRAULIC SYSTEM**

Type : Closed-Centre System with load Sensing Valve and Pressure Compensated Valve (C S L S System)  
OR  
Open-Centre System with load Sensing Valve and Pressure Compensated Valve (O S L S System)

Main Pump Type : Variable Displacement Piston Type Pump.

Maximum Flow : 535 to 558 LPM range.

**COOLANT & LUBRICANT CAPACITY :**

1. Fuel Tank : 600 Ltr. to 650Ltr. range
2. Engine Coolant : 30 Ltr.to 35 Ltr. range
3. Engine Oil : 32 Ltr. to 36 Ltr. range
4. Hydraulic Tank : 180 Ltr. to 190 Ltr. range
5. Hydraulic System : 300 Ltr. to 400 Ltr. range OR as per machine requirement.



**UNDER CARRIAGE:**

Tracks : Heat-Treated Connecting Pins with Dirt Seals. Hydraulic (Grease) Track adjuster with Shock absorbing Recoil Springs.

**OPERATOR CAB** : Conforming to ISO Standard.

**TRAVEL SPEED** : HIGH 0 to 5 KM / Hr. range  
LOW 0 to 3 KM / Hr. range

**WORKING RANGE** :

1. Maximum Digging Height : 10 Mtr. Approx.
2. Maximum Dumping Height : 6 to 7 Mtr. approx.
3. Maximum Digging Depth : 6.8 to 7.3 Mtr. approx.
4. Maximum Digging Reach : 10 to 11Mtr. approx.
5. Maximum Digging Reach at Ground Level : 10 Mtr. approx.
6. Minimum Swing Radius : 4.4 to 4.6 Mtr.
7. Bucket Digging Force at Power Max. : 200 to 214 KN(SAE) approx. range
8. Arm Crowd Force at Power Max : 160 to 200 KN (SAE) approx range.
9. Bucket Digging Force at Power Max : 225 to 245 KN (ISO) approx range.
10. Arm Crowd Force at Power Max : 170 to 220 KN (ISO) approx. range.

**EQUIPMENT DIMENSIONS :**

1. Overall Length : Within 12 Mtr.
2. Overall Height (To TOP of Boom) : Within 3.5 Mtr.
3. Overall Width : Within 4 Mtr.
4. Ground Clearance : 500MM  $\pm$  1%
5. Shoe Width : 600 MM  $\pm$  0.5%

**DOCUMENTS TO BE SUPPLIED ALONG WITH MACHINE:**

1. Engine Test Certificate
2. Engine Part Catalogue: One (1) no. Soft copy & One (1) no. Hard Copy.
3. Engine Operation Manual: One(1) Soft Copy & One (1) no hard Copy.
4. Excavator Operation Manual: One (1) soft copy & One (1) no hard copy.
5. Excavator Part Catalogue: One (1) no Soft copy & One(1) no hard copy.
6. Test Certificate of Excavator.
7. Guarantee Certificate of Excavator.
8. T.C. and G.C of Rock Breaker with adaptation Kit.
9. Battery Warranty Card.
10. Part catalogue of Rock Breaker & adaptation kit – 2 nos. hard copy.

**PRICE BID**

**BILL OF QUANTITY (BOQ)**

**NAME OF THE WORK: SUPPLY AND COMMISSIONING OF HYDRAULIC EXCAVATOR AND ROCK BREAKER WITH ADAPTATION KIT AND SHOWING ITS SATISFACTORY PERFORMANCE TO THE PURCHASER OF EQUIPMENT AT HEAVY PLANT YARD, BBJ, P-82, TARATALA ROAD, GARDEN REACH, KOLKATA-700024.**

Sl. No.	Item	Make	Model no.	Qty. (in nos.)	Unit Price (in Rs.)	Central Excise Duty	Sales Tax / VAT / CST (2% against 'C' form) (in Rs.)	<u>F.O.R. Destination Price</u> (TRANSPORTATION, PACKAGING, INSURANCE ETC.) in Rs.	Total Cost (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10=6+7+8+9)
01.	<b>HYDRAULIC EXCAVATOR AND ROCK BREAKER WITH ADAPTATION KIT (SPECIFICATION AS PER ANNEXURE-III)</b>			<b>01</b>					

**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) Rate in %age of Excise duty, VAT/Central Sales Tax (CST) should be mentioned separately;
- (5) **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.
- (6) **Rate to be mentioned both in Figures and Words.** In the event of any difference between figure & words of the quoted rates, the rate written in word shall be considered for evaluating the tender.
- (7) Mention the name of cost included in Other cost at Sl. No (8) of above BOQ.
- (8) Make & Model no. are to be mentioned in Techno-commercial bid & price bid;