

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED

eNIT/DGM(P-V)/CAPEX/CNC-CUTTING/2154/40-2020

Date: 09.11.2020

(A Government of India Enterprise)  
27, RAJENDRA NATH MUKHERJEE ROAD  
KOLKATA - 700 001 (WEST BENGAL)  
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01.	TENDER NOTICE NO. & Date	<b>eNIT/DGM(P-V)/CAPEX/CNC-CUTTING/2154/40-2020 DATE 09.11.2020</b>	
02.	NAME OF THE WORK	Design, Manufacture, Supply, Installation and Commissioning of CNC Cutting Machine of gantry type with 1 no. each oxy-fuel torch and dry plasma torch as per technical specifications for fabrication of Steel Bridge Girder	
03.	QUANTITY	AS PER BOQ	
04.	COMPLETION PERIOD	<b>60 (sixty) days</b> from the date of issue of LOA/ Order, whichever is earlier.	
06.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	<b>₹1,000/-</b> (Rupees one thousand only) by Pay Order/ Demand Draft/ NEFT/ RTGS in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" payable at Kolkata. MSME/ NSIC/ SSI units will be waived from submitting Tender Fee subject to submission of declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.	
07.	EARNEST MONEY DEPOSIT	<b>₹1,00,000/-</b> (Rupees one lakh only) by Pay Order/ Demand Draft/ NEFT/ RTGS in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED" payable at Kolkata. MSME/ NSIC/ SSI units will be waived from submitting EMD subject to submission of declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP. Existing contractors working with BBJ may adjust the EMD from their pending bills.	
07.	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC.	
07.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	<b>10.11.2020</b>
		Document download Start Date	<b>10.11.2020 - 10:00 HRS</b>
		Start Date of uploading of bid document	<b>24.11.2020 - 10:00 HRS</b>
		End Date for uploading of bid document	<b>30.11.2020 - 15:00 HRS</b>
		Date of opening of Technical Bid	<b>01.12.2020 - 15:00 HRS</b>
		Date of opening of Financial Bid	<b>To be notified later</b>

(A. NEOGI)  
DGM(P-V)

**INSTRUCTION TO THE BIDDERS**

**1.0 REGISTRATION OF CONTRACTOR**

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://eprocure.gov.in/eprocure/app>

**2.0 DIGITAL SIGNATURE CERTIFICATE (DSC)**

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

**3.0 SUBMISSION OF BID:**

Bids to be submitted online through e-Procurement system of Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure/app>). **Hardcopy of the uploaded/ submitted bid shall have to be submitted to this office physically along with the EMD.**

Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the **BOQ** should be properly filled in. Tenders to be submitted in **two parts**:

a) **TECHNO-COMMERCIAL PART:** The Techno-Commercial part will consist of -

i) **PRE QUALIFICATION CRITERIA OF THE BIDDER**

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of Technical Bid. Any bidder not qualifying PQC criteria will be rejected and price bid will not be opened.

The Techno Commercial Part should contain the following documents, which to be submitted/ upload with the offer:

(a) **Tender Document Fee** amounting to **₹1,000/-** in the form of Pay Order/ Demand Draft/ NEFT/ RTGS drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata. **Scanned copy to be uploaded in portal and instrument to be submitted physically along with the other documents.**

(b) **EMD** amounting to **₹1,00,000/-** in the form of Pay Order/ Demand Draft/ NEFT/ RTGS drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata. **Scanned copy to be uploaded in portal and instrument to be submitted physically along with the other documents.**

(c) Documents as per eligibility criteria.

(d) Copy of GST Registration Certificate.

(e) Copy of PAN CARD

(f) Digitally signed copy of tender documents

(g) Audited Balance Sheet & P/L for last three years ending 31.03.2020

(h) Copy of relevant documents/ experience certificate showing past experience in respect of supply of CNC Cutting Machine of gantry type with 1 no. each oxy-fuel torch and dry plasma torch.

b) **PRICE-PART -**

Properly filled up BILL OF QUANTITY (BOQ) duly digitally signed to be uploaded in financial part.

- i) Bidder shall take into account all costs including unloading at the location of purchaser, cartage etc. for giving delivery of material at site(s) before quoting the rates. In this regard no claim what so ever shall be entertained.
- ii) The price quoted in financial bid shall be firm and shall include all but excluding GST. Any variation in the taxes, duties, levies etc. till commissioning of machines to the location(s) shall be to the bidder's account.
- iii) No extra payment shall be paid on account of any discrepancy in nomenclature of items. The Bidder shall seek clarifications if any before submitting the tender.
- iv) No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained till supplies are completed to the designated location(s).

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

- i) MSME/ NSIC/ SSI units will be waived from submitting Tender Fee & EMD subject to submission of declaration of UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.
- ii) 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
- iii) Firms registered with NSIC under its "Single Point Registration Scheme".  
**(Exemption will apply only to items/ services indicated under description of work/ supplies / services & value up to which the firms are registered with NSIC).**

To obtain the above benefits, firms should necessarily submit signed copy of valid Registration Certificate issued by NSIC. **Firms who are in the process of obtaining NSIC Registration will not be considered for the benefits.**

5.0 **Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.**

6.0 **VALIDITY OF TENDER: – 90 (NINETY) days** from the date of opening of tender or for a further period if mutually accepted.

7.0 Hardcopy of the bid as uploaded in the CPP Portal to be submitted to this office prior opening of technical bid.

**SCOPE OF WORK/ SUPPLIES**

- 1.0 The machine shall be supplied in compliance to the specifications mentioned in Annexure- A of the tender.
- 2.0 After the supply of machine as mentioned in the Annexure A, the bidder has to execute its installation & commissioning at the designated workshop in the location. No extra cost shall be paid for this reason.
- 3.0 Supervision of Installation/ Commissioning & Training:  
The successful bidder shall be responsible for supervision of installation, commissioning and training for operation and maintenance of the equipment at BBJ's consignee's address at no extra cost to BBJ. The successful bidder should depute their authorized service engineer immediately on receipt of intimation from BBJ's site to this respect. However, necessary arrangement for installation shall be done by BBJ as per Drawing and Instruction of the successful bidder, which the successful bidder should furnish within three days of receipt of LOA/Order. Labour, Tools & Tackles required at project site shall be provided by BBJ. Special tools & tackles, if any, is to be arranged by the successful bidder.
- 4.0 After the installation & commissioning of machine, the training to the operator shall be given for ten (10) working days wherein the training about the machine's operations, maintenance, information about Do's & Don'ts as well as trouble shooting & all other areas which are necessary for smooth functioning of machine shall be provided to at least two persons designated by BBJ, at workshop, by the successful bidder. No extra cost shall be paid to the successful bidder for imparting this training.
- 5.0 The bidder shall offer on-workshop comprehensive warranty of machine for at least two years from the date of successful commissioning of machine at the designated location. BBJ is not liable to pay any extra charges on any account during warranty period.
- 6.0 The bidder shall cover the machine(s) with spares under Maintenance Contract for 02 (two) years after the expiry of warranty period without asking for any additional financial charges from BBJ.

**SPECIAL CONDITION OF CONTRACT**

**1. DEFINITIONS AND INTERPRETATION:**

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

- a) **"BBJ"** shall mean The Braithwaite Burn And Jessop Construction Company Limited having its registered Office at 27, R. N. Mukherjee Road, Kolkata- 700 001.
- b) **"TENDER"** shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Dealer/Agency in response to BBJ's Notice of Invitation to this Tender Document.
- c) **"ORDER"** shall mean a written Work/ Purchase Order issued by BBJ.
- d) **"TENDERER/ BIDDER"** shall mean the firm or Company (hereinafter called Tenderer/ Bidder) who duly submits the tender after accepting all the terms & conditions of the tender document.
- e) **"SUCCESSFUL BIDDER"** whose tender has been accepted by BBJ.

**2. ELIGIBILITY CRITERIA:**

- (a) The intending Bidder, in case of Original Indian Equipment manufacturers shall submit a self-declaration on their letter-head, along with the Technical Bid, confirming that they are regular in manufacturing & supplying of CNC cutting machine of gantry type with 1 no. each oxy-fuel torch and dry plasma torch, as asked in this tender, for the last Five (5) years.
- (b) The original equipment manufacturers shall possess ISO Certificate for their establishment. The copy of the valid ISO Certificate shall be placed with the Technical Bid.
- (c) The intending Bidder, in case of Authorized Distributor of Indian OEM/ Authorized Dealer of Indian OEM shall possess valid authorized Distributorship/ Dealership license from Original Equipment Manufacturers who should have valid ISO Certificate and shall be engaged in regular manufacturing and supplying of CNC cutting machine of gantry type with 1 no. each oxy-fuel torch and dry plasma torch for the last Five (5) years. The Bidder shall enclose the copy of the same in Technical bid while submitting the tender.
- (d) Bidder should have supplied at least 01 (one) no. CNC Cutting Machine in India during last 05 (five) years (five years to be reckoned from the date of publication of e-NIT) alongwith documentary evidence(s) duly notarized i.e. photocopy of Purchase Orders (from any Govt. Dept./ Semi Govt. Dept./ Government of India Enterprise/ Undertaking/ Listed Private Company) alongwith related performance certificates issued by Client/ End User (if any) for supply of CNC Machine.

2.1 Bidder should submit the following details of Order executed for supply of CNC Cutting machine supplied in India in last 05 (five) years alongwith the Techno-Commercial Part of their offer in the below format;

Name and Address of the Customer(s)	Description of Equipment	Approx. Value (In Rs. Lac)	Year of Supply	Collaboration, if any.	Remarks

The bidder is liable to be disqualified, even though they meet the qualifying criteria, if they;

- Made misleading or false representation, statements and attachments submitted in proof of the qualification requirements, and/or deliberately gives wrong information/ submit fake, false, fabricated, forged documents.

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- Record of poor performance such as abandoning the works, not properly completing the supply as well as execute order, inordinate delays in completion of supply, litigation history, or financial failures, a record of Court Cases with BBJ against earlier tender/ contracts etc.
- The bidder must provide any further details required for the review upon the request of BBJ, failure to comply with any request by BBJ for such information shall request in rejection of their offer.

In nay of above, BBJ reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/ Retention Money/ any other money due.

**2.2 EARNEST MONEY DEPOSIT:**

Deposit of EMD amounting to **₹1,00,000/-** (Rupees one lac only) may be made in the form of Pay Order/ Demand Draft/ NEFT/ RTGS drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the bidder withdraws their offer within validity period of their offer or fails to undertake the contract after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected. EMD will be converted to Security Deposit and will be kept till completion of Maintenance Period for the successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

**Bank Details for NEFT/ RTGS:**

Name of Beneficiary:	THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.
Bank Name:	STATE BANK OF INDIA
Branch:	DALHOUSIE SQUARE (CALCUTTA)
Bank Address:	2, B. B. D. BAGH (EAST), KOLKATA – 700 001 (W.B.)
Bank Account No.:	11175160292
Bank Account Type:	Current
IFSC Code:	SBIN0001401

PS: In case of EMD & Tender Fee submitted through NEFT/ RTGS, necessary documents need to be uploaded in CPP Portal and submitted along with the bid.

**3. COMPLETION TIME/ DELIVERY SCHEDULE:**

- a) BBJ is interested for complete delivery of machine by the successful bidder within **sixty (60) calendar days** from the date of issue of LOA/Order.
- b) The machine shall be inspected on receipt at workshop and the successful bidder shall be responsible for any damage during the transit of machine/ equipment.
- c) The successful bidder shall not arrange part shipments and/or trans-shipments without the permission of BBJ. The insurance cover including insuring the goods against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/ Installation & Commissioning shall be obtained by the successful bidder in their own name and not in the name of BBJ. The BBJ will as soon as possible but not later than 30 days from the date of arrival of goods at destination shall notify the successful bidder of any loss or damage to the goods.

**3.1 EXTENSION OF DELIVERY PERIOD:**

If there is any delay for reasons not attributable to the successful bidder, BBJ, upon receipt of written request from the successful bidder may extend the Milestone/ Completion time as suitable

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and fit reasonable to BBJ. No extra claim (including escalation) of the successful bidder will be entertained in such cases of time extension being granted.

**4. LOCATION OF SUPPLIES:**

a) The details of locations where the machine supplied through this tender are as under:

Sl. No.	Description of Machine	Location	Address for supplies	Qty. (No.)
1	CNC cutting machine of gantry type with 1 no. each oxy-fuel torch and dry plasma torch.	ALLAHABAD, GANGA BRIDGE SITE	The Braithwaite Burn and Jessop Construction Co. Ltd Ganga Bridge Project, Katka Road (Old G.T. Road), Near Jhusi Railway Station, P.O.- Jhusi, Dist.- Prayagraj (Allahabad), Pin – 211019 (UP)	01

b) The bidder is free to inspect the location in the premises before submitting the bid under this tender.

**5. RATE:**

The bidder must submit their offer strictly as per **Bill of Quantities [BOQ]** of this tender document. The bidder must quote the **Basic price inclusive of delivery charges at F.O.R. destination but excluding GST, which will be extra as applicable.** The price must be firm during the tenure of this supply/ contract & no escalation on any account will be allowed.

**Notes:**

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. A bidder whose tender is not accepted shall not be entitled to claim any cost/ charges or expenses incidental to or incurred by the bidder through or in connection with the preparation and submission of the Tender/Offer to BBJ and in this regard the sole discretion of BBJ shall be final. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

**6. PAYMENT TERMS:**

- a) **80% (eighty percent)** payment of total bill will be made within 45 (forty five) days after Supply, Installation & Commissioning of machine along with copies of delivery note & satisfactory report on the Installation of machine(s) from BBJ.
- b) **20% (twenty percent)** payment of total bill will be released within 45 (forty five) days after one month from the date of completion of training to trainers at workshop at delivery location and on submission of Indemnity Bond by the successful bidder for rendering services during warranty and maintenance contract.

**7. GOODS AND SERVICE TAX (GST)**

a) The **quoted price shall be exclusive of Goods and Service Tax (GST)**. The GST as legally leviable & payable by the successful bidder under the provisions of applicable law/ act shall be paid extra by BBJ as per successful bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services. HSN code must be provided by the bidder in BOQ.

- b) The bidder shall get registered with the GST authorities and their registration certificate shall be submitted along the bid documents (techno commercial). **Bid without GST number (in the name of the Bidder) shall be cancelled.**
- c) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper **Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.**
- d) Bidder shall raise their tax invoice in regular interval as per order terms & conditions and uploaded their supply invoice in GSTN Portal through GSTR-1 return within 10th of next month. Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.

**8. PERFORMANCE GUARANTEE (PG)**

- 8.1 For due and faithful fulfillment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee (PG) for an amount equivalent to **10% (ten percent)** of the contract price/value of work order either by Bank Draft or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within **45 (forty-five) days** from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid, forfeit the EMD and withdraw the LOA if the PG is not submitted within 45 days.
- 8.2 Provided further that on specific request from the successful bidder, the said period of 45 (forty-five) days for submission of PG may be extended up to 75 (seventy-five) days from the date of issue of LOA at the sole discretion of the Competent Authority of BBJ. However, a penal interest of 15% (fifteen percent) per annum shall be charged for the delay beyond 45 (forty-five) days, i.e. from 46<sup>th</sup> day after the date of issue of LOA. In case the bidder fails to submit the PG even within the extended period aforesaid the bid of the bidder shall be liable for rejection by the BBJ administration and the LOA shall stand withdrawn and EMD shall be forfeited.
- 8.3 The PG shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of SD-PG extended to cover such extended time for completion of work plus 60 days.
- 8.4 In case the successful bidder fails to submit the requisite PG within the stipulated period of 45 days or extended period up to 75 days, as the case may be, from the date of issue of LOA, and his bid is consequentially cancelled and the LOA is withdrawn the defaulting bidder shall be debarred from participating in Re-Tender for that work and his EMD shall be forfeited.
- 8.5 The formal Order shall be issued/ contract agreement shall be executed within a reasonable time only after receipt of PG from successful bidder. Till such time the work order is issued/ contract agreement is executed the successful bidder shall execute the work on the strength of LOA but no payment shall be made to the successful bidder without work order/ contract agreement. In the event the bid is cancelled and LOA is withdrawn due to non-submission of PG, the successful bidder shall have no claim for the executed work if any as aforesaid.
- 8.6 The value of PG originally submitted by the successful bidder need not be changed for a variation of contract price/ work order value up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases beyond 25% of the original value, an additional SD-PG amounting to 10% (ten percent) for the excess value over the original contract value shall be deposited by the successful bidder.
- 8.7 The PG shall be released after physical completion of the work plus i.e. supply, installation & commissioning and after completion of 60 days thereafter based on 'Completion Certificate' issued by the competent authority stating that the successful bidder has completed the work in all respects satisfactorily.



- 8.8 Whenever the contract is rescinded, the PG shall be forfeited and shall be encashed. The balance work shall be got done independently without risk & cost of the failed successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work.
- 8.9 BBJ shall make a claim under the PG for which the BBJ is entitled under the LOA/Order (notwithstanding and/or without prejudice to any other provisions in the LOA/Order) in the event of:
- (i) Failure by the successful bidder to extend the validity of the PG as described herein above, in which event BBJ may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the successful bidder to pay BBJ any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the Tender Document/ LOA/ Order, within 30 days of the service of notice to this effect by BBJ.
  - (iii) In the event of the LOA/Order being rescinded under provisions of any of the clause/ condition of the LOA/Order, the PG shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

**9. SECURITY DEPOSIT:**

As security for proper and faithful fulfilment of the obligation under the order, Security Deposit equivalent to the **10%** (ten percent) of the total Contract Value shall be deducted from gross bill value and should be kept valid till completion of entire contract period plus 03 (three) years i.e. up to end of Maintenance Contract Period (ref. Clause no. 11 of tender document). Security Deposit shall be in the following manner;

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

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

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

Security Deposit released/ returned to the successful bidder after completion of Maintenance Contact Period and subsequent to the following:

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

**10. WARRANTY:**

- a) The successful bidder shall offer on-workshop comprehensive warranty of machine for 12 (twelve) months from the date of successful commissioning of machine at the designated location & shall

cover each and every part of the machine including parts having limited life etc. BBJ is not liable to pay any extra charges on any account during warranty period.

- b) The successful bidder shall pay to BBJ such compensations that may arise by reasons of the warranty therein contained but not attended by the successful bidder.
- c) Any part or parts fail or proved defective within the on-site warranty period specified above, owing to defect in design, material or workmanship, the successful bidder shall have to replace them at the place of installation without asking for any charges.
- d) During the warranty period, expert(s) shall be deputed at site by the successful bidder within three working days from the date of request from BBJ, to rectify and fixing the defects of machines at the location where machine(s) supplied. The cost of deputation of expert(s) and any other associated expenditure shall be borne by the successful bidder.

**11. TWO YEAR MAINTENANCE CONTRACT**

The successful bidder shall cover the machine(s) with spares under Maintenance Contract for two (02) years after the expiry of warranty period without claiming any additional financial charges from BBJ. The financial bid for the machine(s) shall be quoted accordingly.

**12. AFTER SALES SERVICES**

- a) The successful bidder shall ensure to render after sales services during the warranty period and in the period of Maintenance Contract to the satisfaction of BBJ.
- b) The bidder will depute their engineer within three (03) working days to attend the service call received in writing from BBJ.

**13. MANUALS:**

The successful bidder to supply three (03) sets of the following manuals in hard format and one (01) soft format along with machine:

- i. Installation Manual
- ii. Operation Manual
- iii. Maintenance Manual
- iv. Training Manual

**14. PRE-DISPATCH INSPECTION:**

A pre-dispatch inspection by 3rd party/ technical team of purchaser may be carried out at the successful bidder's site of manufacturing machines. This pre-dispatch inspection will not absolve the successful bidder's responsibility to execute supply in accordance with the tender terms.

**15. PACKING:**

- a) The successful bidder shall provide packing of the machine/ equipment, as is required to prevent their damages or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. In case the consignment received with damaged packaging, BBJ would not accept the delivery.
- b) The machine & equipment shall be securely boxed, crated and protected from mechanical damage, moisture etc. suitable for both storage and transit according to the nature of the material and mode of transport. The bidder shall be responsible for any loss/ damage to material during transportation to the designated location.

**16. CLAIMS:**

- a) If the material supplied are found to be off size and shape different than those in the accepted offer and are of specifications lower than those stipulated in the accepted offer, BBJ shall have right to totally reject the machine/ equipment and/or to claim for compensation from bidder. The

bidder shall reimburse to BBJ, the claim lodged in writing within 15 (fifteen) days of its demand. The bidder shall also compensate for losses, if any, sustained by BBJ due to defective packing and/or wrong marking of the machine/equipment.

- b) The successful bidder shall be responsible for arranging the rejected machine/ equipment to be removed at their cost from BBJ's premises.

**17. LIQUIDATED DAMAGE:**

If the successful bidder causes any delay in performance as per LOA/ Order by disobeying the stipulated time frame then BBJ shall have the right to charge penalty @ 0.50% (zero decimal five zero percent) of the order value per week or part thereof, subject to a maximum of 5% (five percent) of Order value and the decision of BBJ in this respect shall be final.

**18. SUBLETTING OF WORK**

No part of Work Order nor any share or interest thereof shall in any manner of degree be transferred, assigned or sublet by the vendor directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

**19. ARBITRATION:**

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

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

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated / cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

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

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

**20. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**

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

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

**21. TERMINATION OF CONTRACT:**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies for which the present successful bidder herein shall be liable to pay all the incidental & extra cost to BBJ. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful bidder for any ground whatsoever.

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

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

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

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

**22. JURISDICTION OF COURT**

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

**23. CONFIDENTIALITY:**

The successful bidder shall treat all documents, specifications, drawings and contents therein as private and confidential.

**24. FORCE MAJEURE:**

"FORCE MAJEURE" shall mean War, Invasion, Revolution, Riots, Sabotage, Lockouts, Strikes, work shutdowns imposed by Government Acts or Legislature or other authorities, Act of God, Epidemics, Fires, Earth-Quakes, Floods, Explosions or any other acts or events whatsoever which are beyond the control of the successful bidder and which shall directly or indirectly prevent the execution of work within the time specified in the agreement.

**25. INDEMNITY**

Bidder shall indemnify BBJ against all claims in respect of their contractual obligations in the event of non-compliance of statutory rules/ obligations/ laws/ taxes & duties etc.

**26. IMPORTANT NOTES:**

(A) BBJ reserves the right to:

- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- (ii) Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- (iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
- (iv) May ask for further qualification during techno commercial scrutiny of bids received.
- (v) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
- (vi) BBJ shall not be liable for any expenses incurred by bidder for delivery of materials or during preparation of bid irrespective of whether it is accepted or not.
- (vii) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- (viii) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.

**(A. NEOGI)**  
**DY. GENERAL MANAGER (P-V)**