

(A GOVERNMENT OF INDIA ENTERPRISE)  
 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700001 (WEST BENGAL)  
 PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961  
 E-MAIL: [info@bbjconst.com](mailto:info@bbjconst.com); website: [www.bbjconst.com](http://www.bbjconst.com)

|                   |   |             |                   |
|-------------------|---|-------------|-------------------|
| <b>TENDER NO.</b> | <b>eNIT/DGM(P-V)/RAIL MOUNTED CRANE/CAPEX<br/>(2016-17)/28-2017</b> | <b>DATE</b> | <b>12.04.2017</b> |
|-------------------|---|-------------|-------------------|

**NOTICE INVITING TENDER**

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

|            |   |   |
|------------|---|---|
| <b>01.</b> | <b>NAME OF THE WORK</b>                         | DESIGN (SUB-STRUCTURE WITH ADEQUACY & STABILITY CHECK OF THE CRANE IN TOTALITY) WITH PREPARATION OF MANUFACTURING DRAWING, MANUFACTURE, TESTING, INSPECTION, SUPPLY, COMMISSIONING & LOAD TESTING OF <b>5T - 32FT RADIUS RAIL MOUNTED CRANE</b> INCLUDING ALL CRANE ACCESSORIES (AS PER OUR EXISTING CRANE LAYING AT OUR HPY) AND COUNTERWEIGHT BLOCK WITH FITTING PROVISION AND DELIVERY OF CRANES AT OUR HEAVY PLANT YARD (HPY), BBJ, P-82, TARATALA ROAD, GARDEN REACH, KOLKATA-700 024  |
| <b>02.</b> | <b>QUANTITY</b>                                 | <b>02 (TWO) NOS AS PER BOQ</b>  |
| <b>03.</b> | <b>DELIVERY SCHEDULE</b>                        | DELIVERY WITHIN <b>03 (THREE) MONTHS FOR EACH CRANE</b> WITH ALL CRANE ACCESSORIES FROM DATE OF LETTER OF INTENT (LOI) OR PURCHASE ORDER, WHICHECER IS EARLIER, AT OUR HPY, KOLKATA.  |
| <b>04.</b> | <b>COST OF TENDER DOCUMENT (NON-REFUNDABLE)</b> | Rs.1000.00 (RUPEES ONE THOUSAND) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".<br><b>TENDER DOCUMENT WITHOUT COST OF TENDER SHALL BE REJECTED.</b><br>MSE UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD BE VALID ATLEAST UPTO TENDER OPENING TIME) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING COST OF TENDER. <u>COPY OF NSIC CERTIFICATE NEED TO SUBMIT</u> . APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.   |
| <b>05.</b> | <b>EARNEST MONEY DEPOSIT (EMD)</b>              | Rs. 1.00 LAKH (RUPEES ONE LAKH) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA".<br><b>TENDER DOCUMENT WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED.</b><br>MSE UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD VALID ATLEAST UPTO TENDER OPENING TIME) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING EMD. <u>COPY OF NSIC CERTIFICATE NEED TO SUBMIT</u> . APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.<br>FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER FINALIZATION OF PURCHASE ORDER, WITHOUT ANY INTEREST. |
| <b>06.</b> | <b>SECURITY DEPOSIT</b>                         | FOR SUCCESSFUL BIDDER, ABOVE EMD AMOUNT WILL BE CONVERTED INTO SECURITY DEPOSIT AND WILL BE RETAINED BY BBJ TILL SUCCESSFULLY COMPLETION OF SUPPLY AND COMMISSIONING OF CRANES INCLUDING ALL CRANE ACCESSORIES AT F.O.R. DESTINATION, WITHOUT ANY INTEREST.   |

|     |                                      |  |                               |
|-----|--------------------------------------|--|-------------------------------|
| 07. | <b>PERFORMANCE GUARANTEE</b>         | <p>SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT A PERFORMANCE BANK GUARANTEE (FORMAT WILL BE PROVIDED LATER TO THE SUCCESSFUL BIDDER) AMOUNTING TO 10% (TEN PERCENT) OF THE CONTRACT VALUE (INCLUSIVE OF ALL TAEXES &amp; DUTIES), ISSUED BY ANY NATIONALIZED BANK OR SCHEDULED BANK.</p> <p>THE PERFORMANCE BANK GUARANTEE SHALL REMAIN VALID UP TO THE END OF WARRANTY PERIOD OF 12 (TWELVE) MONTHS PLUS 30 (THIRTY) DAYS OF CLAIM PERIOD.</p> |                               |
| 08. | <b>MODE OF SUBMISSION OF eTENDER</b> | <p>ONLINE THROUGH E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL).</p> <p>PHYSICAL INSTRUMENT TOWARD TENDER FEE &amp; EMD SHALL HAVE TO BE SUBMITTED TO BBJ'S OFFICE BEFORE OPENING OF TECHNICAL BID.</p> <p>CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPPP AND BBJ'S WEBSITE.</p>  |                               |
| 09. | <b>DATE &amp; TIME SCHEDULE:</b>     | DATE OF PUBLISHING NIT & TENDER DOCUMENTS  | <b>12.04.2017</b>             |
|     |                                      | DOCUMENT DOWNLOAD START DATE   | <b>13.04.2017 - 10:00 HRS</b> |
|     |                                      | START DATE OF UPLOADING OF BID DOCUMENT  | <b>06.05.2017 - 10:00 HRS</b> |
|     |                                      | END DATE FOR UPLOADING OF BID DOCUMENT   | <b>11.05.2017 - 15:00 HRS</b> |
|     |                                      | DATE OF OPENING OF TECHNICAL BID   | <b>12.05.2017 - 15:00 HRS</b> |
|     |                                      | DATE OF OPENING OF FINANCIAL BID   | <b>To be notified later</b>   |

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

**INSTRUCTION TO THE BIDDERS**

**IB-1**

|     |   |
|-----|---|
| 01. | <p><b><u>Registration of Contractor</u></b><br/>Any manufacturer willing to take part in the process of e-Tendering will have to be enrolled &amp; registered with the Government e-Procurement system, through logging on to <a href="https://eprocure.gov.in/eprocure">https://eprocure.gov.in/eprocure</a>.</p>  |
| 02. | <p><b><u>Digital Signature certificate (DSC)</u></b><br/>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 (<a href="https://eprocure.gov.in/eprocure">https://eprocure.gov.in/eprocure</a>) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.</p>  |
| 03. | <p><b><u>ELIGIBILITY CRITERIA:</u></b></p> <p><b>i) <u>Technical Qualifications Criteria:</u></b></p> <p>A) Bidder should possess experience of successfully completed or ongoing for <u>design, manufacturing, supply &amp; commissioning of similar type of crane or repairing of similar type of crane in last 10 (ten) years ending as on 31.03.2017.</u></p> <p>B) Experience of having successfully completed or ongoing similar works during last 10 (ten) years ending as on 31.03.2017 should be either of the following:</p> <p>a) Three (3) similar completed or ongoing works each costing <b>not less than the amount equal to Rs. 32.00 (Thirty Two) Lakhs</b> <b>OR</b></p> <p>b) Two (2) similar completed or ongoing works each costing <b>not less than the amount equal to Rs. 40.00 (Forty) Lakhs</b> <b>OR</b></p> <p>c) One (1) similar completed or ongoing work costing <b>not less than amount equal to Rs. 64 (Sixty four) Lakhs.</b></p> <p><b>Note: “Similar work” means design, manufacturing, supply &amp; commissioning, load testing of similar type of crane or repairing of similar type of crane.</b></p> <p><b>ii) <u>Financial Qualifications Criteria:</u></b></p> <p>A) Average <b>Audited</b> Annual Financial Turnover during the last 3 (three) years, ending as on 31<sup>st</sup> March, 2016, should be at least Rs. 24 (Twenty four) lakhs.</p> |
| 04. | <p><b>SUBMISSION OF BID:</b> Tenders to be submitted online in CPPP’s website in <b>TWO PARTS / BID</b>, as detailed below:-</p> <p>a) <b>TECHNO COMMERCIAL BID</b>                                  b) <b>PRICE BID</b></p>  |
| a)  | <p><b><u>TECHNO-COMMERCIAL BID:</u></b><br/><b>Scanned copy of the following</b> duly signed with official stamp in each page are to be uploaded in CPPP’s portal and hard copy of the same, super scribing “<b>TENDER NOTICE NO.</b>” and “<b>TECHNO-COMMERCIAL PART</b> are to be sent to BBJ’s Head office in a sealed envelope:-</p> <p><b>i) Manufacturers are entitled to submit their offer;</b></p> <p><b>ii) Copy of past supply/order in support of ELIGIBILITY CRITERIA</b> as per Clause No. 03 above</p> <p><b>iii) Specification/brochure incl. drawing for quoted items. brand name &amp; model no. etc.</b></p> <p><b>iv) Copy of PAN number, VAT, CST registration number, Central Excise registration number etc.</b></p> <p><b>v) Copy of Provident Fund (PF) registration number of your organization;</b></p> <p><b>vi) Copy of Audited Annual Report (Balance Sheet, Profit &amp; Loss A/c) duly certified by a Chartered Accountant and copy of Income Tax Returns for last three (3) years ending as on 31.03.2016;</b></p> <p><b>vii) Earnest Money Deposit (EMD) of Rs.1.00 Lakh (Rupees One Lakh) as ‘Demand Draft’ or ‘Pay Order’ in favour of “THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED” payable at “KOLKATA” or exempted as per eNIT (copy of NSIC certificate need to be submitted).</b></p>   |

**INSTRUCTION TO THE BIDDERS**

**IB-2**

|     |   |
|-----|---|
|     | <p>For 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 at our F.O.R. destination, without any interest. <b>If the contract become rescind due to reasons attributable to contractor for non-completion of work, Security Deposit, Performance Bank Guarantee (PBG) &amp; any other dues of the contractor shall be forfeited.</b></p> <p><b>Tender document without submission of EMD &amp; Cost of Tender shall be rejected.</b></p> <p>viii) <b>Cost of Tender document (Non Refundable)</b> of Rs. 1,000/- (Rupees One thousand) in the form of ‘Demand Draft’ or ‘Pay Order’ in favour of “THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED” payable at “KOLKATA” or exempted as per NIT (copy of NSIC certificate need to be submitted).</p> <p>ix) Downloaded Tender document (without quoting any price in Techno-commercial bid) duly signed with official stamp in each page.</p> <p><b>Scanned copy of the EMD, Cost of Tender and other document, as stated above, are to be uploaded in CPPP portal and the physical instrument have to be submitted in BBJ office.</b></p> |
| b)  | <p><b><u>PRICE BID:-</u></b></p> <p>Properly filled up <b>Price Schedule / BILL OF QUANTITIES (BOQ)</b> is to be uploaded in CPPP’s website and hard copy of the same, super scribing “TENDER NOTICE NO.” and “PRICE PART”, are to be send to BBJ’s Head Office duly signed &amp; stamp in each page in a separate sealed envelope.</p> <p><b>Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.</b></p>  |
| c)  | <p>The above <u>two sealed envelope</u> i.e. ‘TECHNO-COMMERCIAL PART’ and ‘PRICE-PART’ are to be put into another sealed envelope superscribing “TENDER NOTICE NO.”, “NAME OF WORK”, Due Date of submission of offer and are to be addressed to Dy. General Manager (P-V), The Braithwaite Burn &amp; Jessop Construction Company Limited, 27, R. N. Mukherjee Road, Kolkata-700001.</p>  |
| 05. | <p><b>Conditional tenders and/or Deviations shall be straightway rejected and no additional clause will be entertained.</b></p>   |
| 06. | <p>Bids and all accompanying document shall be in English. In case any accompanying documents are in other language, it shall be accompanied by an English translation. The English version shall prevail in matter of interpretation. No overwriting, use of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry are to be signed and sealed with Company’s seal.</p>  |
| 07. | <p>BBJ administration reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. No claim will be entertained on account of this. However, a substantially non-responsive bid shall be rejected by the Purchaser.</p>  |
| 08. | <p>The Purchaser does not bind himself to accept the lowest or any tender and not reserves to himself the right to accept the whole or any part of the tender and may altering the quantities offered and 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.</p>   |
| 09. | <p>All expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBJ shall bourn by the bidder and BBJ shall bear no liability whatsoever on such expenses.</p>   |
| 10. | <p>No advance payment shall be made. However, if in any exceptional case, BBJ agrees to a Bidder’s request for advance payment, such payment shall only be made against equivalent Bank Guarantee, issued by a Nationalized Bank or schedule Bank to be provided by the Bidder, as per norms of the BBJ.</p>  |
| 11. | <p><b>VALIDITY OF TENDER: – 90 (NINETY) days</b> from the date of opening of tender or for a further period if mutually accepted.</p>   |

**SPECIAL CONDITION OF CONTRACT**

**SCC - 1**

1. **Manufacturer's Test Certificate and Guarantee & Warranty Certificate** must be enclosed along with each crane.

2. **Delivery Schedule:** Delivery to be made at Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata, **within 03 (three) months for each crane** with all crane accessories from the date of Letter of Indent (LoI) / Purchase Order, whichever is earlier.

3. **LOAD DATA:**

Interest bidder may visit our HPY, Kolkata-700024 to observe physically the existing Crane laying at there during any office hours in any working days till end date of uploading of bid in CPPP's website. Design of crane to be based on BBJ's guideline GA Drawing no. 7018/2 and interested bidder may visit BBJ's Drawing Office on any working day i.e Monday to Friday & Saturday (only 1<sup>st</sup>, 3<sup>rd</sup> & 5<sup>th</sup> instant) from 10A.M. to 1 P.M. and 2 P.M. to 5 P.M.) for study the drawings.

4. **EXTENSION OF DELIVERY PERIOD:**

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

5. **RATE:**

The vendors must submit their offer strictly as per **Price Schedule / Bill of Quantities [BOQ]** of this tender document. The price must be firm during the tenure of supply & no escalation on any account will be allowed. Way bill, if required, will be provided by BBJ and Entry Tax, if any, will borne by BBJ. CST@2% against "C" Form and "C" form will be provided by BBJ.

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

6. **PAYMENT TERMS:** The payment shall be made from our office in the following manner:

a) **50% (fifty percent)** payment shall be made within 15 days after receipt of all Crane components in good condition at F.O.R. destination against submission of the following documents:-

- i. Invoice /Bill;
- ii. Transporter's C/N;
- iii. Proof of delivery i.e. Delivery Challan duly signed by our engineer for receipt of material.
- iv. Test certificates.
- v. Guarantee Certificate.
- vi. Inspection Clearance certificate.
- vii. Packing List.
- viii. Copy of Security cum Performance Guarantee.

b) **40% (forty percent)** payment shall be made within 7 days after successfully commissioning (cranes to be erected by agency) and load testing of Cranes with testing load mentioned in relevant codal provision. After commissioning, the dismantling of the crane is to be done by agency.

c) **10% (Ten percent)** payment shall be made within 30 days thereafter against submission of final bill.

In case, the payment is made by Demand Draft, draft charges shall be deducted from the bill.

7. **SECURITY DEPOSIT:**

Earnest Money deposited (EMD) of the successful bidder will be converted into Security Deposit and will be retained by BBJ till successfully completion of supply and commissioning of Crane including all crane accessories at HPY, without any interest.

**If the contract become rescind due to the reasons attributable to contractor, Security Deposit, Performance Bank Guarantee (PBG) & any other dues of the contractor shall be forfeited.**

**SPECIAL CONDITION OF CONTRACT**

**SCC - 2**

**8. PERFORMANCE BANK GUARANTEE (PBG):**

- a) As security for proper and faithful fulfillment of the obligation under the order, the successful bidder is required to submit Performance Bank Guarantee (PBG) within 15 days of receipt of Letter of Intent (LoI) or Purchase Order, whichever is earlier, **for an amount equivalent to 10% (ten percent) of the contract value** (inclusive of all taxes & duties) in form of irrevocable Bank Guarantee issued by any Nationalised Bank or Scheduled Bank (Format will be provided to the successful bidder) and **will be valid up to the end of Warranty Period of 12 months plus 30 days of claim period.**
- b) Value of PBG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease) of contract value. In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- c) **Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed.** The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- d) **BBJ will encash the Performance Bank Guarantee in the event of:**
- i) Failure by the contractor to extend the validity of the Performance Guarantee as per requirement of contract, in which event BBJ may claim the full amount of the Performance Guarantee.
  - ii) Failure by the contractor to pay BBJ any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the contract, within 30 days of the service of notice to this effect by BBJ.
  - iii) Being determined or rescinded under any provision of the contract, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of BBJ.

**9. WARRANTY:**

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

**SPECIAL CONDITION OF CONTRACT**

**SCC - 3**

**10. SERVICE LEVEL AGREEMENT (SLA):**

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

**11. LIQUIDATED DAMAGE (LD):**

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

**12. ARBITRATION:**

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

**SPECIAL CONDITION OF CONTRACT**

**SCC – 4**

**13. INSPECTION / TESTING / TEST CERTIFICATES:**

- a) The acceptance of crane is subject to step by step inspection including load testing by 3<sup>rd</sup> party (3<sup>rd</sup> party is to be selected by BBJ's Quality Assurance (QA) Dept. / Quality Control (QC) Dept.)
- b) All expenses involved for Inspection/Testing shall be borne by the crane manufacturer.
- c) The crane manufacturer have to provide assistance, instruments, machine, labour and any material which are required for examining, measuring and testing of any materials and workmanship as may be selected and required by BBJ or their Authorized Representative without any extra cost to BBJ.
- d) Inspection call letter should be sent by the crane manufacturer minimum **7 (Seven) days in advance** at BBJ Office at 27, R. N. Mukherjee Road, Kolkata-700001.
- e) All Test Certificates for raw materials (both physical and chemical) and finished materials are to be provided and submitted by the crane manufacturer at the time of Inspection and along with supply without any extra cost to BBJ.
- f) The structural members of the crane are to be purchased from SAIL / RINL of other reputed brand subject to acceptance of BBJ's Design Dept. **Minimum Grade of E250BR is to be considered.**
- g) 4 nos. wheel (boggy wheel), swing wheel, head pulley, swing pulley, purchase pulley are to be tested as per codal provision or as desired by BBJ's Quality Assurance (QA)/Quality Control (QC) Dept. Other necessary tests are to be done as per codal provision or as desired by BBJ's QA / QC Dept.
- h) Bearing arrangement of all wheels as per design requirement with reputed brand subject to acceptance of BBJ.
- i) Tie rods must be forged steel (tensile load test to be carried out before supply).
- j) All steel materials including fasteners (e.g. rivets, bolts etc.), Tie rod, wheels, pulley, bearings and other remaining components should be of tested quality and to be accepted by BBJ's QA / QC Dept.
- k) Prior to manufacturing of crane components in totality, the design should be approved by BBJ's Design Dept./Drawing Dept. The design of crane to be based on BBJ's GA Drawing No. 7018/2. Protocol dimension may be checked from existing Crane available at BBJ's HPY at Garden Reach.**
- l) The crane is to be load tested with respect to load radius chart inducted in General Arrangement Drawing with load factor.

**14. TRAINING:**

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

**15. 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.
- 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.

**16. SUB-LETTING:**

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



**SPECIAL CONDITION OF CONTRACT**

**SCC - 5**

**17. 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 of the Supplier. In the event of Performance Bank Guarantee being insufficient, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the 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.

**18. PACKAGING:**

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

**19. REPLACEMENT OF DEFECTIVE EQUIPMENTS:-**

- i) if the equipment or any part thereof, is found defective or fails to meet the requirements of the contract, before it is accepted, BBJ shall give notice to the 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/LOI.
- iii) If the 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.

**20. FORCE MAJEURE:**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall by reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist.

In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract.

Provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable equipments, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such equipment, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

**SPECIAL CONDITION OF CONTRACT**

**SCC - 5**

**21. 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 complete the total work/supply/service as per requirement within the stipulated completion period, BBJ reserves the right to cancel the order, either in part or full as the situation demands and get the work done by deploying other agency/agencies by issuing first seven days and then 48 hours notice. Additional cost if incurred shall be recovered from the supplier's bill.
- 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.

**22. 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.

**23. 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.

**24. DOCUMENTS:** Machineries should be supplied along with all relevant & necessary documents to BBJ.

**NOTE TO PRICE SCHEDULE / BILL OF QUANTITY (BOQ):**

- (a) Temporary Registration (TR) under Motor Vehicle Act, if any, should be borne by the supplier and TR copies should be attached along with other documents at F.O.R. destination.
- (b) **2% CST against "C" Form. "C" form will be provided by BBJ;**
- (c) Way bill, if required, will be provided by BBJ; Entry Tax, if any, will be borne by BBJ;
- (d) Mention the Make & model no. at the appropriate box of Price schedule.

**Annexure – I**

**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 the Payment due to the vendor.
03. The response time for maintenance call of equipment should not exceed 24hours. The Service downtime should not exceed 48 hours from the time at which the complaint was made. If the down time is more than the stipulated period, the 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 30 days (thirty 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).