

(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; website: www.bbjconst.com

TENDER NO.	NIT/DGM(P-V)/RAIL MOUNTED CRANE/16-17	DATE	09.01.2017
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NOTICE INVITING TENDER

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

01.	NAME OF THE WORK	DESIGN (SUB-STRUCTURE WITH ADEQUACY & STABILITY CHECK OF THE CRANE IN TOTALITY) WITH PREPARATION OF MANUFACTURING DRAWING, MANUFACTURE, TESTING, INSPECTION, SUPPLY OF 12T- 45 FT. RADIUS RAIL MOUNTED CRANE INCLUDING ALL ACCESSORIES AND COUNTERWEIGHT BLOCK WITH FITTING PROVISION BASED ON BBJ's GUIDELINE DRAWING NO. 7033/13/3 (AVAILABLE IN BBJ'S OFFICE) AND DELIVERY OF CRANE AT OUR HEAVY PLANT YARD (HPY), BBJ, P-82, TARATALA ROAD, GARDEN REACH, KOLKATA-700024
02.	QUANTITY	AS PER BOQ
03.	DELIVERY SCHEDULE	WITHIN 03 (THREE) MONTHS FROM THE DATE OF LETTER OF INDENT (LOI) OR PURCHASE ORDER, WHICHECER IS EARLIER AT OUR HPY, P-82 TARATALA ROAD, GARDEN REACH, KOLKATA.
04.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	Rs.1000.00 (RUPEES ONE THOUSAND) BY DEMAND DRAFT OR PAY ORDER OR CASH IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". MSE / SSI UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD BE VALID ATLEAST UPTO TENDER OPENING TIME) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING COST OF TENDER. <u>COPY OF NSIC CERTIFICATE NEED TO SUBMIT</u> . APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED. BIDDER REGISTERED WITH DGS&D AND PSU UNITS ARE ALSO EXEMPTED FROM SUBMISSION OF COST OF TENDER, PROVIDED THEY SHOULD SUBMIT NECESSARY SUPPORTING PAPAERS.
05.	EARNEST MONEY DEPOSIT (EMD)	Rs. 50,000.00 (RUPEES FIFTY THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". EXISTING VENDORS MAY ADJUST THEIR EMD AMOUNT FROM THEIR PASSED BILL LYING WITH BBJ PROVIDED THEY SHOULD APPLY FOR THE SAME. TENDER DOCUMENT WITHOUT EMD OR NON SUBMISSION OF PARTICULAR REFERENCE OF PASSED BILL LYING WITH BBJ FOR EMD ADJUSTMENT SHALL BE REJECTED. MSE / SSI UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD BE VALID ATLEAST UPTO TENDER OPENING TIME) FOR THE BOQ ITEMS 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. BIDDER REGISTERED WITH DGS&D AND PSU UNITS ARE ALSO EXEMPTED FROM SUBMISSION OF EMD, PROVIDED BIDDER SHOULD

		SUBMIT NECESSARY SUPPORTING PAPAERS. FOR UNSUCCESSFUL BIDDERS, EMD WILL BE REFUNDED AFTER FINALIZATION OF ORDER, WITHOUT ANY INTEREST.
06.	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 RAIL MOUNTED CRANE INCLUDING ALL ACCESSORIES AT F.O.R. DESTINATION, WITHOUT ANY INTEREST, SUBJECT TO APPLIED FOR THE SAME.
07.	PERFORMANCE GUARANTEE	SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT A BANK DRAFT OR PERFORMANCE BANK GUARANTEE (AS PER <u>ANNEXURE-I</u>) AMOUNTING TO 10% (TEN PERCENT) OF THE CONTRACT VALUE, ISSUED BY A NATIONALIZED BANK / SCHEDULED BANK. THE PERFORMANCE GUARANTEE SHALL REMAIN VALID UP TO THE END OF WARRANTY PERIOD OF 12 MONTHS PLUS 30 DAYS OF CLAIM PERIOD.
08.	ISSUE OF TENDER DOCUMENT	BETWEEN 10.01.2017 AND 08.02.2017 DURING OFFICE HOURS AT BBJ'S HEAD OFFICE. THE TENDER DOCUMENTMENT MAY ALSO BE DOWNLOADED FROM OUR WEBSITE www.bbjconst.com , www.eprocure.gov.in (CPP PORTAL). "CORRIGENDUM", IF ANY, WOULD APPEAR ON BBJ'S WEBSITE www.bbjconst.com AND NOT TO BE PUBLISHED IN ANY NEWSPAPER.
09.	LAST DATE & TIME OF RECEIPT OF TENDER DOCUMENT	RECEIPT UP TO 13.00 HRS. ON 09.02.2017 AT BBJ'S HEAD OFFICE. IF THE ABOVE DATE HAPPENS TO BE A HOLIDAY/BANDH, TENDER DOCUMENT WILL BE RECEIVED UP TO THE NEXT WORKING DAY TILL THE SAME TIME. APPLICATION MAY BE SENT BY POST. HOWEVER DELAY IN RECEIPT OR NON-RECEIPT OF THE SAME, BBJ WILL NOT BE RESPONSIBLE.
10.	OPENDING OF TENDER (TECHNO COMMERCIAL PART)	AT 15.00 HRS. ON 09.02.2017 AT BBJ'S HEAD OFFICE. IF THE ABOVE DATE HAPPENS TO BE A HOLIDAY/BANDH, TECHNO COMMERCIAL PART WILL BE OPENED ON THE NEXT WORKING DAY ON THE SAME TIME. OPENING DATE OF PRICE BID OF ELIGIBLE AND ACCEPTABLE BIDDERS WILL BE INFORMED THEM LATER.

(ANIMESH NEOGI)
DGM(P-V)

INSTRUCTION TO THE BIDDERS

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01.	<p><u>ELIGIBILITY CRITERIA:</u></p> <p>i) <u>Technical Qualifications Criteria:</u></p> <p>A) The bidder should possess experience of having successfully completed / ongoing in respect of design, manufacturing of similar type of crane or repairing of similar type of crane in last 10 (ten) years.</p> <p>B) Experience of having successfully completed/ongoing similar works during last 10 (ten) years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>a) Three similar completed works each costing not less than the amount equal to Rs. 20 (twenty) Lakhs OR</p> <p>b) Two similar completed works each costing not less than the amount equal to Rs. 25 (twenty five) Lakhs OR</p> <p>c) One similar completed work costing not less than the amount equal to Rs. 40 (forty) Lakhs.</p> <p>Note: “Similar work” means design, manufacturing of similar type of crane or repairing of similar type of crane.</p> <p>ii) <u>Financial Qualifications Criteria:</u></p> <p>A) Average Annual Financial turnover during the last 3 (three) years, ending 31st March of the previous financial year, should be at least Rs. 15 lakhs.</p>
02.	<p>SUBMISSION OF BID: Tenders to be submitted in TWO PARTS / BID, as detailed below:-</p> <p>a) TECHNO COMMERCIAL BID</p> <p>b) PRICE BID</p>
a)	<p><u>TECHNO-COMMERCIAL BID:</u></p> <p>Following document duly signed with official stamp in each page are to be put into a sealed envelope super scribing “<u>TENDER NOTICE NO.</u>” and “<u>TECHNO-COMMERCIAL PART.</u>” addressing to Dy. General Manager (P-V), The Braithwaite Burn & Jessop Construction Company Limited, 27, R. N. Mukherjee Road, Kolkata-700 001 within last date of submission of bid:-</p> <p>i) Manufacturers are entitled to submit their offer;</p> <p>ii) Copy of past supply / order in support of ELIGIBILITY CRITERIA as per Clause No.01 above.</p> <p>iii) Specification/brochure for quoted items. Brand name & model no. is to be mentioned.</p> <p>iv) Copy of PAN number, VAT / CST registration number, Central Excise registration number etc.</p> <p>v) Copy of Provident Fund (PF) registration number of your organisation;</p> <p>vi) Copy of Annual Report (Balance Sheet and Profit & Loss Account) duly certified by a Chartered Accountant and copy of Income Tax Returns for last three (3) years ending as on 31.03.2016;</p> <p>vii) Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty thousand) in the form of Demand Draft or Pay Order in favour of “THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED” payable at “KOLKATA” or exempted as per NIT (copy of NSIC certificate need to be submitted).</p> <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, subject to applied for that. If the contract become rescind due to reasons attributable to contractor for non-completion of work, the Security Deposit of the contractor shall be forfeited.</p>

INSTRUCTION TO THE BIDDERS

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	<p>Tender document without EMD or non submission of particular reference of passed bill lying with BBJ for EMD adjustment, shall be rejected.</p> <p>viii) Cost of Tender document (Non Refundable) of Rs. 1,000/- (Rupees One thousand) in the form of Demand draft or Pay Order or Cash in favour of “THE BRAITHWAITE BURN & 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 BOQ page of Techno-commercial bid) duly signed with official stamp in each page.</p>
b)	<p><u>PRICE BID:-</u></p> <p>Properly filled up BILL OF QUANTITIES (BOQ) duly signed with official stamp in each pages are to be put into another sealed envelope super scribing “TENDER NOTICE NO.” and “PRICE PART”.</p> <p>Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.</p>
c)	<p>The above two sealed envelope i.e. ‘TECHNO-COMMERCIAL PART’ and ‘PRICE-PART’ are to be put into a separate sealed envelope superscribing “TENDER NOTICE NO.”, “NAME OF WORK”, Due Date of submission of offer and is to be addressed to Dy. General Manager(P-V), The Braithwaite Burn & Jessop Construction Company Limited, 27, R. N. Mukherjee Road, Kolkata-700 001.</p>
05.	<p>Conditional tenders and/or Deviations shall be straightway rejected and no additional clause will be entertained.</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 be to the account of 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 / schedule Bank to be provided by the Bidder, as per norms of the BBJ.</p>
11.	<p>VALIDITY OF TENDER: – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.</p>

SPECIAL CONDITION OF CONTRACT

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1. **Manufacturer's Test Certificate and Guarantee & Warranty Certificate** must be enclosed along with each consignment.
2. **Delivery Schedule:** Delivery to be made at Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata within 03 (three) months from the date of Letter of Indent / Purchase Order, whichever is earlier.
3. **LOAD DATA:**
Details of crane is mentioned in BBJ's guideline drawing no. 7033/13/3 including other accessories. Drawing is not attached with this tender document. However, bidders may study the said drawing at BBJ Head office at 27, R. N. Mukherjee Road, Kolkata-700 001 during Office hours (10 A.M. to 5 P.M.) of any working days till last date of issue of Tender.
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 **Bill of Quantities [BOQ]** of this tender document. The bidder must quote the Basic price, Excise Duty, VAT/CST, any other F.O.R. destination cost, as applicable at our HPY, Kolkata. The price must be firm during the tenure of this supply/contract & no escalation on any account will be allowed. Way bill, if any, will be provided by BBJ and Entry Tax will be borne 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 FOR destination mentioned in BOQ 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 Project Site 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 successful commissioning (crane to be erected by agency) and load testing of Crane 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 by the successful bidder(s) will be converted into security deposit and will be retained till successfully completion of supply and commissioning of crane including any accessories at HPY, without any interest, subject to applied for that. **If the contract become rescind due to reasons attributable to contractor for non-completion of work, the Security Deposit of the contractor shall be forfeited.**

SPECIAL CONDITION OF CONTRACT

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8. PERFORMANCE GUARANTEE (PG):

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

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 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 supplier.
- ii) The supplier shall give warranty that supplied equipment shall be new and free from all defects and faults in workmanship and manufacturing process and shall be of the highest grade and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty equipment, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design etc. and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect equipment are faulty.
- 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/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.
- iv) 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

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10. 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 impose upon the Supplier. The successful bidder shall be required to sign the **Service Level Agreement (Annexure-II)** 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.
- 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:

Arbitration clause as amended from time to time is applicable to this contract. In the event of any questions arising out of the Contract or ancillary/ incidental as to the terms and conditions of it or relate to any matter for execution and/or performance of the contract, the same shall in-so-facto be referred to the appropriate Authority and the interpretation made by the said authority shall be final and binding upon the parties. Notwithstanding the above, should there be any, disputes or differences by and between the parties arising out of anything under the contract, the same shall within 30 days of its occurrence first be referred to the said authority for conciliation and/or determination by the said authority. If the findings of the said authority should be acceptable by parties to the contract as communicated in writing within the next following 30 days of making reference to it. Nevertheless, the parties at their sole option shall within the next following 30 days choose to refer or cause the matter to parties at their sole option shall within the next following 30 days choose to refer or cause the matter to be referred to the Arbitrator of Person in writing, whereupon the appropriate Authority shall within two weeks hence take steps for appointment of Arbitrator of Person from amongst the officers whether or not connected in the matter and the same shall be communicated in writing to the parties making reference within the next following two weeks and the same shall be final and binding upon the parties. The Arbitrator shall enter into the reference by appropriate notice of communication to be served or cause the said notice to be served upon the parties summoning the respective parties to attend the proceedings at the date time and venue. The proceedings of Arbitration shall be at per with the Arbitration and Conciliation Act 1996 as amended up to date. Jurisdiction of the matter shall be within the appropriate Courts of Kolkata. Acceptance of Order/ LOI of the concerned agency shall be deemed to be the Free Consent given by party under the law towards execution of these covenants of contract under the Contract of Arbitration.

SPECIAL CONDITION OF CONTRACT

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13. INSPECTION / TESTING / TEST CERTIFICATES:

- a) The acceptance of crane is subject to step by step inspection including load testing by 3rd party (3rd 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-700 001.
- 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.
- g) 4 nos. wheel (boggy wheel), swing wheel, head pulley, swing pulley, purchase pulley are to be tested as per codal provision / as desired by BBJ's QA/QC Dept. Other necessary tests are to be done as per codal provision / as desired by BBJ QA/QC Deptt.
- 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, QA Dept.
- k) Prior to manufacturing of crane components in totality, the design should be approved by BBJ's Design Dept. / Drawing Dept.
- 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 bidder shall have to provide such necessary onsite training free of cost to the personnel indicated by the purchaser for those equipment.
- ii) The 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

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17. FREE ISSUE AND RECONCILIATION OF MATERIAL:

- a) Material, if required, will be supplied by BBJ to Contractor **against advance payment or Bank Guarantee of equivalent value of material**. Work to be carried out at our HPY. In case, BBJ delivers any part of the required materials to contractor's workshop directly, actual cost and incidental cost thereon as such transport, insurance etc. incurred by BBJ will be recovered from any payment due to the contractor against their bill and/or from Security Deposit and/or any Guarantee submitted by the contractor as per terms of order. **Safe keeping of raw materials will be contractor's responsibility.**
- b) Reconciliation of supplied material shall be done weekly/fortnightly basis or as per requirement of site engineer. Reconciliation of supplied material shall deem to be completed only after receipt of surplus material & scrap to BBJ's designated place.
- c) The agency shall be liable to return all surplus material beyond the required quantity to BBJ in the form of scrap and off-cut and full length within 1 (one) months from the date of completion of the work. If the agency fails to return the aforesaid surplus material, BBJ shall recover the cost of surplus material based on prevailing market price on or about the date of completion plus cost of transportation of material from contractor's workshop to BBJ's premises at HPY, Kolkata or other place plus clerkage charge @ 5% of total value of material and transportation cost thereof.

18. GENERAL LIEN:

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole the Performance Bank Guarantee or Bank Draft of the Supplier. In the event of Performance Bank Guarantee or Bank Draft being insufficient, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall have to pay to the Purchaser, on demand, the remaining balance due.

19. 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.

20. 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.

SPECIAL CONDITION OF CONTRACT

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21. 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.

22. 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.

23. 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.

24. 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.

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

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 design, drawing, manufacture & supply of 12t- 45 ft. radius RAIL MOUNTED CRANE including all crane accessories 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 percent) of the value of the Purchase Order i.e. for Rs._____.

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

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

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

Notwithstanding ANYTHING CONTAINED HEREIN:

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

Authorised Signature

Manager
Seal of Bank

Annexure – II

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).

PRICE BID

BILL OF QUANTITY (BOQ)

Sl. No.	Item	QTY. (in nos.)	UNIT RATE (in Rs.)	CENTRAL EXCISE DUTY (in Rs.)	VAT / CST (2% against 'C' form) (in Rs.)	TOTAL UNIT RATE (in Rs.)	<u>F.O.R. Destination Price</u> (TRANSPORTATION, PACKAGING, INSURANCE etc.) - in Rs.	TOTAL PRICE (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7=4+5+6)	(8)	(9=7 + 8)
01.	<p>DESIGN (SUB-STRUCTURE WITH ADEQUACY & STABILITY CHECK OF THE CRANE IN TOTALITY) WITH PREPARATION OF MANUFACTURING DRAWING, MANUFACTURE, TESTING, INSPECTION, SUPPLY OF 12T - 45FT RADIUS RAIL MOUNTED CRANE INCLUDING ALL ACCESSORIES AND COUNTERWEIGHT BLOCK WITH FITTING PROVISION BASED ON BBJ'S GUIDELINE DRAWING NO. 7033/13/3 (AVAILABLE IN BBJ'S OFFICE) AND DELIVERY OF CRANE AT HEAVY PLANT YARD, BBJ, P-82, TARATALA ROAD, GARDEN REACH, KOLKATA-700024.</p> <p>RATE SHOULD INCLUDE ALL COST OF MATERIALS, FABRICATION, TRANSPORTATION, HANDLING, ETC. COMPLETE IN ALL RESPECT.</p> <p>THE CRANE TO BE PAINTED WITH TWO COATS OF RED OXIDE ZINC CHROMATE PRIMER OF IS-104 & TWO COATS OF ZINC CHROME (YELLOW) OF IS-2074.</p>	01 (ONE) EACH						

NOTE TO BOQ:

- (1) 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.
- (2) **2% CST against "C" Form. "C" form will be provided by BBJ;**
- (3) Way bill, if required, will be provided by BBJ; Entry Tax, if any, will be borne by BBJ;
- (4) **Rate to be mentioned both in Figures and Words.** In case any difference between figure & words of the quoted rates, the rate written in word shall be considered for evaluating the tender.
- (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) Mention the name of cost included in Other cost at Sl. No (8) of above BOQ.
- (7) Brand name & model no. of the quoted item is to be mentioned.