

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED (BBJ)

NIT/DGM(P-V)/STAGING PIPE & FITTINGS /2016

DATE: 23.11.2016

(A Government of India enterprise)

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

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TENDER NO.	NIT/DGM(P-V)/ STAGING PIPE & FITTINGS / 2016	DATE	23.11.2016
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NOTICE INVITING TENDER

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

01.	NAME OF THE WORK	SUPPLY OF STAGING PIPE AND FITTINGS REQUIRED FOR CIVIL WORK AT HEAVY PLANT YARD, BBJ, P-82, TARATALA ROAD, GARDEN REACH, KOLKATA-700024
02.	QUANTITY	AS PER BOQ
03.	EARNEST MONEY DEPOSIT (EMD)	<p>Rs. 25,000.00 (RUPEES TWENTY FIVE THOUSAND ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF “THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED” PAYABLE AT “KOLKATA”.</p> <p>EXISTING VENDORS MAY ADJUST THIRE EMD AMOUNT FROM THEIR PASSED BILL LYING WITH BBJ PROVIDED THEY SHOULD APPLY FOR THE SAME.</p> <p>MSE/SSI UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD VALID UPTO TENDER OPENING TIME AND ALSO APPLIED FOR RENEWAL) FOR THE BOQ ITEMS ARE EXEMPTED FROM PROVIDING EMD. COPY OF NSIC CERTIFICATE MUST BE GIVEN. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.</p> <p>BIDDER REGISTERED WITH DGS&D AND PSU UNITS ARE ALSO EXEMPTED FROM SUBMISSION OF EMD, PROVIDED BIDDER SHOULD SUBMIT NECESSARY SUPPORTING PAPAERS.</p> <p>FOR UNSUCCESSFUL BIDDERS, EARNEST MONEY DEPOSIT (EMD) WILL BE REFUNDED AFTER FINALIZATION OF ORDER, WITHOUT ANY INTEREST.</p>
04.	SECURITY DEPOSIT	<p>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 OF BOQ ITEMS INCLUDING ACCESSORIES, WITHOUT ANY INTEREST, SUBJECT TO APPLIED FOR THE SAME.</p>
05.	PERFORMANCE GUARANTEE	<p>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 / SCHEDULED BANK.</p> <p>THE PERFORMANCE GUARANTEE SHALL REMAIN VALID UP TO THE GUARANTEE / WARRANTY PERIOD OF 12 MONTHS.</p>

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED (BBJ)

NIT/DGM(P-V)/STAGING PIPE & FITTINGS /2016

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06.	ISSUE OF TENDER DOCUMENT	BETWEEN 23.11.2016 AND 06.12.2016 DURING OFFICE HOURS AT BBJ'S HEAD OFFICE. THE TENDER DOCUMENT MAY ALSO BE DOWNLOADED FROM OUR WEBSITE www.bbjconst.com AND / OR www.eprocure.gov.in (CPP PORTAL). "CORRIGENDUM", IF ANY, WILL APPEAR ONLY ON OUR WEBSITE www.bbjconst.com AND www.eprocure.gov.in (CPP PORTAL)
07.	LAST DATE & TIME OF RECEIPT OF TENDER DOCUMENT	RECEIPT UP TO 13.00 HRS. ON 07.12.2016 AT BBJ'S HEAD OFFICE.
08.	OPENDING OF TENDER (TECHNO COMMERCIAL PART)	AT 15.00 HRS. ON 07.12.2016 AT BBJ'S HEAD OFFICE.

(ANIMESH NEOGI)
DGM(P-V)

INSTRUCTION TO BIDDERS

IB-1

1. LANGUAGE

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

2. ELIGIBILITY CRITERIA

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

3. SUBMISSION OF BID

a) All the pages of the Tender document to be signed with Company's seal by the bidders. The rates in the appropriate space in the **BILL OF QUANTITY (BOQ)** of the tender should be properly filled in both in figures and words. No overwriting, use of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry are to be signed and sealed with Company's seal. **In the event of any difference between figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender.**

b) The Tender shall be signed by the person legally authorized to enter into commitment on behalf of the Tenderer. **Tenders to be submitted in two parts as per following:**

c) TECHNO-COMMERCIAL PART:

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

- i) Documents in support of **ELIGIBILITY CRITERIA** as per Clause No.2 above.
- ii) Copy of **PAN number** and **VAT/CST registration number** of your organisation;
- iii) Copy of **Provident Fund (PF)** registration number of your organisation;
- iv) Submission of tender document without price bid duly signed with official stamp;
- v) **Earnest Money Deposit (EMD)** of Rs. 25,000.00 (Rupees Twenty Five Thousand only) in the form of Demand draft or Pay Order in favour of "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" payable at "KOLKATA".

INSTRUCTION TO BIDDERS

IB-2

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

d) PRICE PART

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

e) **The above Two sealed envelope i.e. ‘TECHNO-COMMERCIAL PART’ and ‘PRICE-PART’ are to be put into a sealed envelope superscribing “TENDER NOTICE NO./NAME OF WORK” and are to be submitted to BBJ’s Head office on or before the last date & time of submission of offer.**

4. EXEMPTION FOR MICRO & SMALL ENTERPRISES:

- i) Micro & Small Enterprises (MSEs) units registered with National Small Industries Corporation (NSIC) will be given following benefits:-
 - a) Issue of Tender set free of cost;
 - b) Exemption from payment of Earnest Money Deposit (EMD);
- ii) Firms registered with NSIC under its “Single Point Registration Scheme” (Exemption will apply only to items / service indicated under description of work / supplies / services & value up to which the firms are registered with NSIC). To obtain above benefits, firms should necessarily submit valid copy of the Registration Certificate issued by NSIC. **Firms in the process of obtaining NSIC Registration will not be considered for the benefits.**

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

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

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

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

INSTRUCTION TO BIDDERS

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9. OPENING OF FINANCIAL BID:

Price offer of only those bidders will be opened whose Technical offers are found to be qualified and acceptable to BBJ. Bidder's representative may attend on Price bid opening meeting. The qualified parties will be notified with date and time of opening of Price bids.

10. EVALUATION OF BIDS:

Tenders will be evaluated based on **Techno-commercial** and **Financial Bid**. In case of **Techno-commercial bid**, tenders will be evaluated on the following basis

- (i) Original Equipment Manufacturer/Authorized Dealer Certificate from OEM.
- (ii) Submitted copy of Annual Report (Balance Sheet and Profit & Loss Account) duly certified by a Chartered Accountant and Copy of Income Tax Returns filed for the last three financial years ending 31st March 2016.;
- (iii) Copy of past supply order/completion certificate of similar supplies of BOQ items during the **last two years** ending 31st March 2016.
- (iv) Self Declaration certificate that the bidder is not barred by any PSUs / Govt. Dept. The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute an equipment deviation.
- (v) Copy of **PAN number, VAT/CST registration** number and Provident Fund registration no. of your organisation duly signed with official stamp;
- (vi) Submission of tender document without price bid duly signed with official stamp;
- (vii) Submission of EMD amount of Rs.25,000.00 or exempted as per our NIT (copy of NSIC certificate must be enclosed);
- (viii) **Substantive Responsiveness of the Bid** i.e. a substantially non-responsive bid shall be rejected by the Purchaser.

The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a staging pipe and fittings deviation.

Financial Bid of only those bidders who qualify in Technical Bid shall be opened at the time and date to be notified separately. The Financial Bid will be evaluated on the ranking that shall be carried out on the landed price of equipment offered inclusive of all taxes and other statutes.

The Purchaser does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and tenderer shall supply the same at the rate quoted. The distribution of tendered quantity amongst the techno-commercially complied bidders, if required, shall be based on merits of each case. **BBJ shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.**

11. PURCHASER'S RIGHT TO VARY QUANTITIES:

The Purchaser reserves the right at the time of award of the contract to increase or decrease the quantity of staging pipe & fitting specified in BOQ without any change in lowest accepted unit price of the ordered quantity.

In case of division of order among number of parties, the distribution of quantity will be accordingly done by the Purchaser on an individual tender.

INSTRUCTION TO BIDDERS

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

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

12. NOTIFICATION OF SUCCESSFUL BIDDER:

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

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

13. CANCELLATION OF LETTER OF INTENT:

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of Letter of Intend (LoI) or Purchase Order, whatever the case may be and forfeiture of the EMD amount, in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

14. POST BID CLARIFICATIONS:

No post bid clarifications at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

15. CURRENCIES OF BID AND PAYMENT

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

16. ADVANCE PAYMENT:

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

GENERAL CONDITIONS OF THE CONTRACT

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1. PRICE APPLICABILITY:

Prices quoted by the bidder in the Price Bid Schedule shall remain valid for a period of 01 (One) year from the date of issuing Purchase order.

2. STANDARDS:

The staging pipe and fittings supplied under the contract shall conform to the standards/Technical specifications mentioned in the Bill of Quantity (BOQ).

3. PATENT RIGHTS:

The supplier shall indemnify the Purchaser against all third party actions / claims of infringement of patent, trademark or industrial design rights arising from the use of equipment or any part thereof.

4. PERFORMANCE BANK GUARANTEE:

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

5. INSPECTION AND TESTS:

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

GENERAL CONDITIONS OF THE CONTRACT

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iv) As regard to the Inspecting Authority and other details, please refer to Special Conditions of the contract.

6. WARRANTY:

- i) The supplier shall give warranty that staging pipe & fitting to be supplied shall be new and free from all defects and faults in staging pipe & fitting, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for staging pipe & fitting of the type ordered 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 staging pipe & fitting, design or workmanship such as corrosion of the staging pipe & fitting, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect equipment are faulty. This warranty shall survive inspection or payment for and acceptance of staging pipe & fitting after the equipment has been taken over.
- ii) **Comprehensive onsite warranty for 01 (one) year for all the supplied equipments. Services & repair of staging pipe & fittings and replacement of defective spare/parts of staging pipe & fittings under warranty will be provided free of cost at sites.**
- iii) If it becomes necessary for the supplier to replace or renew any defective portion / portions of the equipment under this clause, the provisions of the clause shall apply to the portion / portions of staging pipe & fitting replaced or renewed or until the end of the warranty, which period ends later on. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.
- iv) Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

7. CHANGE OF ORDERS:

- i) The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the followings:-
 - a) Designs or specifications where equipment to be furnished under the contract are to be specially manufactured for the Purchaser.
 - b) Method of transportation or packing.
 - c) Place of delivery.
 - d) Services to be provided by the supplier.

GENERAL CONDITIONS OF THE CONTRACT

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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.

8. SUB-LETTING:

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

9. LIQUIDATED DAMAGES:

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

10. ARBITRATION:

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

11. RISK PURCHASE:

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

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

GENERAL CONDITIONS OF THE CONTRACT

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12. 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.

13. PACKING OF STAGING PIPE & FITTING:

The Supplier shall ensure that all the staging pipe & fitting are securely and adequately packed to ensure safe arrival at the destination fully withstanding all hazards such as rough handling etc. during transit of the equipments.

14. REPLACEMENT OF DEFECTIVE STAGING PIPE & FITTINGS:-

- i) if any equipment or any part thereof, is found defective or fails to meet the requirements of the contract, before it is accepted, BBJ shall give the Supplier a notice setting forth details of such defects or failures and the Supplier shall forthwith arrange to set right the defective staging pipe & fitting or replace the same by the good one to make it comply with the requirements of the contract. This, in any case, shall be completed within a period not exceeding one (1) month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Supplier free of cost.
- ii) Should the Supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Supplier. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier against this Purchase Order/LOI.
- iii) If any staging pipe & fitting 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.

15. FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as “eventuality”), provided notice of happening of any such

GENERAL CONDITIONS OF THE CONTRACT

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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.

16. TERMINATION FOR DEFAULT:

The Purchaser may without prejudice to any other remedy for breach of contract by written notice of default sent to Supplier terminate this contract in whole or in part:

- a) If the supplier fails to deliver any or all the equipments within the time period specified in the contract or any extension thereof granted by the Purchaser.
- b) If the supplier fails to perform any other obligation(s) under the contract; and
- c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) On a notice period of 30 days.

In the event the Purchaser terminates the contract in whole or in part pursuant to above para, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar equipment. However, the Supplier shall continue the performance of the contract to the extent not terminated.

17. TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

18. ADD ON / REPEAT ORDER:

BBJ reserves the right to place Add on / Repeat order for additional quantity up to 100% of the original quantity at the same rate and terms & conditions of the purchase order within one (1) year from the date of issue of Purchase Order.

SPECIAL CONDITIONS OF CONTRACT

SCC-1

The followings special conditions of the contract shall supplement to the General Conditions of the Contract. Whenever there is a conflict, the provision herein shall prevail over those in the General Conditions of the Contract.

1. PRICE BASIS:

F.O.R destination is Heavy Plant Yard (HPY-BBJ), P-82, TARATALA ROAD, GARDEN REACH, KOLKATA-700024.

2. PAYMENT TERMS:

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

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

3. PAYING AUTHORITY:

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

4. CONSIGNEE:

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

5. INSPECTION AUTHORITY:

Manufacturer's Test Certificate and QA(BBJ) or their authorized representative;

6. DELIVERY SCHEDULE:

Within 04 (four) weeks from the date of acceptance of Purchase Order / LOI, whichever is earlier.

7. DELIVERY PLACE:

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

SPECIAL CONDITIONS OF CONTRACT

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8. LIQUIDATED DAMAGES (LD):

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

9. SECURITY DEPOSIT:

Earnest Money deposited by the successful bidder(s) will be converted into security deposit and will be retained till successfully completion of supply and commissioning of staging pipe & fitting including any accessories at HPY, without any interest, subject to applied for that.

10. PERFORMANCE GUARANTEE (PG):

The bidder is required to submit Performance Guarantee (PG) within 15 days of receipt of Letter of Indent (LoI) or Purchase Order, whichever is earlier, for an amount equivalent to 10 % of the Purchase Order value in form of Bank Draft or Performance Bank Guarantee (as per **Annexure - I**) issued by a Nationalised / Scheduled Bank and will be valid up to the end of Guarantee / Warranty Period.

11. WARRANTY:

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

12. ADVANCE PAYMENT:

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

13. DOCUMENTS: Staging pipe & fitting equipments should be supplied along with all necessary / required / relevant documents as per standards.

Annexure – I

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

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

OUR LETTER OF GURANTEE NO. : _____

In consideration of “The BBJ Construction Company Limited, Kolkata”, (hereinafter referred to as “The Purchaser”) having its Head office at 27, Rajendra Nath Mukherjee Road, Kolkata - 700001 and entered into an agreement/LoI No. _____ dated _____ or issued Purchase Order No. _____ dated _____ with M/S _____ (hereinafter referred to as “The Supplier”);

WHEREAS the Supplier having unequivocally accepted to supply STAGING PIPE & FITTINGS EQUIPMENT 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 upto but not exceeding Rs. _____/- (_____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the agreement and despite any contestation on the part of above named supplier.

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

Notwithstanding ANYTHING CONTAINED HEREIN:

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

Authorised Signature

Manager

Seal of Bank

PRICE BID

BILL OF QUANTITY (BOQ)

NAME OF THE WORK: SUPPLY OF STAGING PIPE AND FITTINGS REQUIRED FOR CIVIL WORK AT HEAVY PLANT YARD, BBJ, P-82, TARATALA ROAD, GARDEN REACH, KOLKATA-700024

Sl. No.	DESCRIPTION OF WORKS	QTY.	BASIC UNIT RATE (Rs.)	EXCISE DUTY (Rs.)	VAT/CST (IF ANY AGAINST C-FORM) (Rs.)	TOTAL UNIT PRICE (Rs.)	<u>OTHER COST</u> (TRANSPORTATION, PACKAGING, INSURANCE ETC.) (Rs.)	TOTAL COST (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7=4+5+6)	(8)	(9=7x3+8)
1.	48.3mm O/D MS Pipe (Medium) - as per IS:1161 (Painted with Red Oxide)	5000 Meter						
2.	Swivel Coupler (Galvanized)	4000 Nos.						
3.	Adjustable Stirrup Head (Painted with Red Oxide)	2000 Nos.						
4.	Base for 48.3mm O/D Pipe (Painted with Red Oxide)	1500 Nos.						
5.	Telescopic Steel Prop (Closed 1.1m - extended 1.75m)	900 Nos.						

NOTE TO BOQ:

- (1) Way bill, if required, will be provided by BBJ; Entry Tax, if any, will be borne by BBJ;
- (2) 2% CST against "C" Form. "C" form will be provided by BBJ;
- (3) Rate in %age of Excise duty, VAT/Central Sales Tax (CST) should be mentioned separately;
- (4) **Bidder should fill up all the columns of the above BOQ.** If any columns of the above BOQ are not relevant / applicable to the bidder, then bidder should strike out or mentioned "NOT APPLICABLE" in the respective columns.
- (5) **Rate to be mentioned both in Figures and Words.** In the event of any difference between figure & words of the quoted rates, the rate written in word shall be considered for evaluating the tender.
- (6) **Brand name** of the above quoted items must be indicated in Techno-commercial & Price bid.
- (7) Mention the name of cost included in Other cost at Sl. No (8) of above BOQ.