

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED (BBJ)

eNIT/R1/DGM(P-V)/DG SET(Kirloskar)/2016-17/10-2017

DATE: 14.02.2017

(A Government of India enterprise)

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

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eTENDER NO.	eNIT/R1/DGM(P-V)/DG SET(Kirloskar)/2016-17/10-2017	DATE	14.02.2017
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NOTICE INVITING eTENDER

Sealed eTender are invited from M/s Kirloskar Brother Limited or its authorized dealer for the following work:

01.	NAME OF THE WORK	SUPPLY AND COMMISSIONING OF DIESEL GENERATOR (DG) SET MACHINE (TECHNICAL SPECIFICATION AS PER ANNEXURE III) OF VARIOUS CPACITY AND SHOWING ITS SATISFACTORY PERFORMANCE TO THE PURCHASER AT HEAVY PLANT YARD (HPY), BBJ, P-82, TARATALA ROAD, GARDEN REACH, KOLKATA-700024.
02.	QUANTITY	AS PER BOQ
03.	EARNEST MONEY DEPOSIT (EMD)	<p>Rs.5,000.00 (RUPEES 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 <u>MENTION THE PARTICULAR BILL REFERENCE</u> FOR EMD EXEMPTION.</p> <p>TENDER DOCUMENT WITHOUT EMD OR NON SUBMISSION OF PARTICULAR REFERENCE OF PASSED BILL LYING WITH BBJ FOR EMD ADJUSTMENT SHALL BE STRAIGHTWAY REJECTED.</p> <p>MSME/SSI UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD VALID ATLEAST UPTO TENDER OPENING TIME) FOR THE BOQ ITEMS ARE EXEMPTED FROM PROVIDING EMD. <u>COPY OF REGISTRATION CERTIFICATE</u> NEED TO BE SUBMITTED FOR EMD EXEMPTION. APPLICATION OF NEW REGISTRATION 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, EMD WILL BE REFUNDED AFTER FINALIZATION OF ORDER, WITHOUT ANY INTEREST.</p>
04.	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, INSTALLTION AND COMMISSIONING OF BOQ ITEMS INCLUDING ACCESSORIES, WITHOUT ANY INTEREST. SECURITY DEPOSIT WILL BE RELEASED ON RECEIPT OF APPLICATION FROM THE BIDDER.

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED (BBJ)

eNIT/R1/DGM(P-V)/DG SET(Kirloskar)/2016-17/10-2017

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05.	PERFORMANCE GUARANTEE	SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT A BANK DRAFT OR PERFORMANCE BANK GUARANTEE (AS PER ANNEXURE - I) AMOUNTING TO 10% (TEN PERCENT) OF THE CONTRACT VALUE, ISSUED BY A NATIONALIZED BANK OR SCHEDULED BANK. THE PERFORMANCE GUARANTEE SHALL REMAIN VALID UP TO THE END OF WARRANTY PERIOD OF 12 MONTHS PLUS 30 DAYS OF CLAIM PERIOD.	
06.	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT SYSTEM OF CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT https://eprocure.gov.in/eprocure . A HARDCOPY OF THE SUBMITTED BID SHALL HAVE TO BE DEPOSITED TO BBJ OFFICE BEFORE OPENING OF TECHNICAL BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPPP AND BBJ WEBSITE.	
07.	DATE & TIME SCHEDULE	DATE OF PUBLISHING NIT & TENDER DOCUMENTS	14.02.2017
		DOCUMENT DOWNLOAD START DATE	14.02.2017 - 12:00 HRS
		START DATE OF UPLOADING OF BID	23.02.2017 - 10:00 HRS
		END DATE FOR UPLOADING OF BID	28.02.2017 - 16:00 HRS
		DATE OF OPENING OF TECHNICAL BID	01.03.2017 - 16:00 HRS
		DATE OF OPENING OF FINANCIAL BID	To be notified later

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

INSTRUCTION TO BIDDERS

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1. Registration of Contractor

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

2. Digital Signature certificate (DSC)

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 website (<https://eprocure.gov.in/eprocure>) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.

3. 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.

4. ELIGIBILITY CRITERIA

- I. The bidder should be either **M/s Kirloskar Brother Limited** or its **Authorized Dealer** (Authorization letter from M/s Kirloskar Brother Limited 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 Annexure-III)** during the **last two years ending 31st March 2016** (Please submit attested copy of supply order/ commissioning certificate).
- IV. The bidder should have not been barred by any PSU / Govt. Department in doing business with them. (Self declaration to be submitted).

5. 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:

Scanned copy of the following document duly signed with official stamp in each page are to be uploaded in CPPP portal and hard copies of the same to be put into a sealed envelope super scribing "TENDER NOTICE NO." and "TECHNO-COMMERCIAL PART", are required to submit to DGM (P-V), The Braithwaite Burn Jessop Construction Company Limited at 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA – 700001, WEST BENGAL.

INSTRUCTION TO BIDDERS

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- i) Documents in support of **ELIGIBILITY CRITERIA** as per Clause No. 4 above;
- ii) Copy of **PAN number** and **VAT, CST registration number** of your organization;
- iii) Copy of **Central Excise registration number** of your organization;
- iv) Copy of **Provident Fund (PF)** registration number of your organization;
- v) Submission of tender document without BOQ duly signed with official stamp;
- vi) **Earnest Money Deposit (EMD)** of Rs.5,000.00 (Rupees 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" or exempted as per NIT (valid copy of NSIC registration certificate need to be submitted).

Tender document without EMD or non-submission of particular reference of passed bill lying with BBJ for EMD adjustment shall be straightway rejected.

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.

- vii) Copy of Annual Report (Balance Sheet, Profit & Loss A/c) duly certified by a Chartered Accountant & copy of Income Tax Returns for last three (3) years ending 31.03.2016;
- viii) The downloaded Tender document (without quoting any price in BOQ page of Techno-commercial bid) duly signed with official stamp in each page.

Scanned copy of the EMD and other document, as stated above, are to be uploaded in CPPP portal (<https://eprocure.gov.in/eprocure>) and the EMD in physical instrument along with hard copy of other document are required to be send to BBJ's Head Office on or before the opening date of Technical bid.

d) PRICE PART

Properly filled up **BILL OF QUANTITIES (BOQ)** is to be uploaded in CPPP website and hard copy of the same in a separate sealed envelope duly signed with official stamp are to be send to BBJ's Office super scribing "TENDER NOTICE NO." and "PRICE PART".

Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ.

- e) The above Two sealed envelope i.e. '**TECHNO-COMMERCIAL PART**' and '**PRICE-PART**' are to be put into a separate sealed envelope super scribing "TENDER NOTICE NO./NAME OF WORK" and are to be submitted to BBJ's Head office on or before on or before the opening date of Technical bid.

6. 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 get the benefits.**

INSTRUCTION TO BIDDERS

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7. All costs and 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 cost expenses.
- 8. Conditional tenders may be rejected and no additional clause will be entertained.**
9. 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.
- 10. 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.
- 11. OPENING OF FINANCIAL BID:**
Price offer of only those bidders will be opened whose Technical offers are found to be qualified and acceptable to BBJ. Bidder's representative may attend the Price offer opening. The qualified parties shall be notified with date and time of opening of the Price Offer.
- 12. 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 supply order/completion certificate of similar supplies (as per Annexure III) during the **last two years** ending 31st March 2016.
 - (iv) Self Declaration certificate that the bidder is not barred by any PSUs / Govt. Dept.
 - (v) Copy of **PAN number, VAT, CST registration** number, **Central Excise registration** number, Provident fund registration no. of bidder's organisation duly signed with official stamp should be furnished;
 - (vi) Submission of EMD amount of Rs. 5,000.00 or exempted as per our NIT (copy of NSIC certificate must be enclosed);
 - (vii) **Substantive Responsiveness of the Bid** i.e. a substantially non-responsive bid shall be rejected by the Purchaser.
 - (viii) Submission of tender document without quoting any price in BOQ in techno-commercial part, duly signed with official stamp;

INSTRUCTION TO BIDDERS

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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 statutoryies.

13. PURCHASER'S RIGHT TO VARY QUANTITIES:

The Purchaser reserves the right at the time of award of the contract to increase or decrease the quantity of the equipment and services specified in the schedule of requirements without any change in 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.

14. 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.

15. NOTIFICATION OF SUCCESSFUL BIDDER:

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

The notification of the award will constitute the formation of the contract. The successful bidder will furnish the Performance Guarantee, specifically mentioned in Special Condition of Contract, 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.

16. 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 (Lol) 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.

17. 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.

18. CURRENCIES OF BID AND PAYMENT

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

19. 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 equipments supplied under the contract shall conform to the standards mentioned in the Technical Specifications at Annexure -III.

3. **PATENT RIGHTS:**

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

4. **INSPECTION AND TESTS:**

- i) Manufacturer's Test Certificate & by BBJ (Quality Assurance Dept.) 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 supplied items fail to conform to the specifications, the Inspector may reject them & the supplier shall either replace the rejected equipment or make alteration necessary to meet the specifications requirements free of cost to the purchaser.
- iii) Notwithstanding the pre-supply tests and inspections, the equipment on receipt in the Purchaser's premises shall also be tested and if any equipment or part thereof is found defective, the same shall be replaced free of cost to the Purchaser.
- iv) If any equipment, before it is taken over, is found defective or fails to fulfill the requirements of the contract, the Purchaser shall give notice to the supplier setting forth details of such defects or failures and the Supplier shall make the equipment good or alter the same to make it comply with the requirements of the contract within a period not exceeding One (01) months of the initial report. These replacements shall be made by the Supplier, free of all charges, at the site(s).
- v) As regard to the Inspecting Authority and other details, please refer to Special Conditions of the contract.

5. **TRAINING:**

- i) If the Purchaser decides that prior training is necessary to operate a particular equipment(s), the bidder shall provide such necessary onsite training free of cost to the personnel indicated by the purchaser for those equipment(s).
- ii) The Bidder shall also provide all training equipments and documents and aids.

6. **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.

GENERAL CONDITIONS OF THE CONTRACT

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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.

7. SUB-LETTING:

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

8. 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.

9. 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

GENERAL CONDITIONS OF THE CONTRACT

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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.

10. GENERAL LIEN:

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

11. PACKING:

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

12. REPLACEMENT OF DEFECTIVE EQUIPMENT:-

- i) if any equipment or any part thereof, is found defective or fails to meet the requirements of the contract, before it is accepted, BBJ shall give the Supplier a notice setting forth details of such defects or failures and the Supplier shall forthwith arrange to set right the defective equipment or replace the same by the good one to make it comply with the requirements of the contract. This, in any case, shall be completed within a period not exceeding one (1) month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Supplier free of cost.
- ii) Should the Supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Supplier. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier against this Purchase Order/LOI.
- iii) If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the supplier for such loss or defective equipment and the Supplier shall arrange to supply the same within three (3) months of such order at the same prices and on the same general terms and conditions as mentioned in this Purchase Order/LOI.

13. 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

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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.

14. 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.

15. 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.

16. 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

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

1. PRICE BASIS:

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

2. PAYMENT TERMS:

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

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

If payment made in demand draft, draft charge will be deducted from due payment.

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 01 (One) month from the date of issue of Purchase Order / LOI, whichever is earlier.

7. DELIVERY PLACE:

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

8. LIQUIDATED DAMAGES (LD):

- a) 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 impose 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, 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.**

SPECIAL CONDITIONS OF CONTRACT

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- 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.

9. **SECURITY DEPOSIT:**

Earnest Money deposited (EMD) by the successful bidder(s) will be converted into security deposit and will be retained till successful completion of supply, installation and commissioning of D.G. set including all accessories at HPY, without any interest. Security deposit will be released on receipt of application from the supplier.

10. **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 or 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.

SPECIAL CONDITIONS OF CONTRACT

SCC-3

11. WARRANTY:

- a. 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 machine 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.
- b. 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.
- c. **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.**
- d. 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.
- e. 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.
- f. After expiry of the warranty period, the supplier shall enter into an Annual Maintenance Contract (AMC) with the Purchaser for a period of 02 (two) years for equipment in respect of which such AMC are required by the purchaser.

12. SERVICE LEVEL AGREEMENT (SLA):

No Equipment should be down for more than 03 Calendar days in a month. Otherwise, penalty of Rs. 100/- per day per equipment is liable to be imposed upon the Supplier.

The successful bidder shall be required to sign the Service Level Agreement as per Annexure-II with the purchaser based on the operation requirements.

13. ADVANCE PAYMENT:

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

14. DOCUMENTS:

Machineries should be supplied along with relevant document as mentioned in Annexure III.

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

Annexure - I

To,

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

OUR LETTER OF GURANTEE NO. : _____

In consideration of "The Braithwaite Burn & Jessop 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/Lol 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 DIESEL GENERATOR (DG) set machine of 15 KVA / 5 KVA capacity (please mentioned specific capacity) as per terms and conditions given in the Agreement/Lol 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 contract i.e. for Rs. _____.

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

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

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

Notwithstanding ANYTHING CONTAINED HEREIN:

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

Authorised Signature

Manager

Seal of Bank

Annexure - II

FORMATION FOR SERVICE LEVEL AGREEMENT (SLA)

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

01. **All the supplied equipment under Purchase Order should be under 01 (ONE) YEARS onsite comprehensive warranty including service & repair of spare parts and 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 any Payment due to the supplier.
03. The response time for maintenance call of equipment should not exceed 24 hours. The Service down time should not exceed 48 hours from the time at which the complaint was made. If the down time is more than the stipulated period, the Supplier will provide a stand by Service. In case the Service is not provided or an alternative Service not arranged within the stipulated period from the time of failure report, then the Purchaser may choose to get the same Service from any other agency and the cost and expenditure incurred therein shall be recoverable from the Supplier.
04. In case the equipment is not made operational within 30 days from the lodging of the complaint, Performance Guarantee provided by the supplier to BBJ shall be invoked in respect of equipment during warranty period.
05. All other suitable terms & conditions from the above tender would be made part of this.

The Down time of the equipments starts from the time BBJ's complaint is logged in at the supplier's address as provided by the bidder for entertaining complaints. Any delay in this shall be excluded from the availability calculations. The complaint can be logged during working hours (9.00 AM – 06.00 PM on all working days, excluding Sundays & National Holidays).

Technical Specification for D.G. SET Annexure - III

1. **15 KVA DG SET:** 15 KVA Generator set comprising of suitable "KIRLOSKAR" make Diesel Engine - Air cooled, Battery start type-coupled with "KIRLOSKAR" make AC, 3PH, 415V, 50HZ-Alternator, both mounted on a common base frame complete with fuel tank, Standard Control Panel (Important: **Microprocessor based Gen-set controller unit not required**. Control panel with switch gear arrangement consist of Over volt, No Volt, over current, single Phase preventer protection etc.), AVR, 12V Batteries with leads, Silencer/Exhaust, Hooking Eye bolt arrangement for lifting etc. complete. The DG-Set should have **Acoustic Enclosure**. Battery make should be **Exide** and to be supplied along with the DG-Set.

NB: 1. **Manual speed control of fuel pump is preferable instead of "Electronic Governor".**

2. **Kirloskar Green set is not required.**

Documents to be submitted along with material:

- a) Test certificate of Engine
- b) Engine Part catalogue -- 1no soft copy & 1 no hard copy.
- c) Engine Operator Manual -- 1 no soft copy & 1 no hard copy.
- d) Alternator Part catalogue & operation manual each-1 no soft & 1no hard copy.
- e) Test certificate of Alternator;
- f) Battery warranty certificate/card;
- g) Alternator Installation, service & maintenance manual of total assembled machine;
- h) DG Set warranty certificate;

2. **05 KVA DG SET:** 05 KVA Generator set comprising of suitable "KIRLOSKAR" make Diesel Engine - Air cooled, Battery start type-coupled with "KIRLOSKAR" make AC, 1PH, 220V, 50HZ-Alternator, both mounted on a common base frame complete with fuel tank, Standard Control Panel (Important: **Microprocessor based Gen-set controller unit not required**. Control panel with switch gear arrangement consist of Over volt, No Volt, over current, single Phase preventer protection etc.), AVR, 12V Batteries with leads, Silencer/Exhaust, Hooking Eye bolt arrangement for lifting etc. complete. The DG-Set should have **Acoustic Enclosure**. Battery make should be **Exide** and to be supplied along with the DG-Set.

NB: 1. **Manual speed control of fuel pump is preferable instead of "Electronic Governor".**

2. **Kirloskar Green set not required.**

Documents to be submitted along with material:

- a) Test certificate of Engine.
- b) Engine Part catalogue - 1no soft copy & 1 no hard copy.
- c) Engine Operator Manual - 1 no soft copy & 1 no hard copy.
- d) Alternator Part catalogue & operation manual each - 1 no soft & 1no hard copy.
- e) Test certificate of Alternator;
- f) Battery warranty certificate/card;
- g) Alternator Installation, service & maintenance manual of total assembled machine.
- h) DG Set warranty certificate.

NOTE TO BOQ:

- (1) Way bill, if required, will be provided by BBJ;
- (2) Entry Tax will be borne by BBJ;
- (3) 2% CST against "C" Form. "C" form will be provided by BBJ;
- (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) Please mention separately the name of cost included in F.O.R. destination price at Sl. No (10) of above BOQ.