

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED
(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD KOLKATA - 700 001 (WEST BENGAL)
PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961
E-MAIL: info.bbjconst@bbjconst.com

Ref. No.	eBid/DGM(P-V)/CNC-DRILLING/2154/3135/65-2021	DATE	08/11/2021
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NOTICE INVITING e-TENDER

Sealed e-Tenders under a two-part bidding system (i.e. Techno-Commercial & Price Bid) are invited from vendors who are technically & financially capable for manufacturing & supply of CNC Drilling Machine as per the scope of work and who will fulfil the Qualifying Requirements (QR) given under are eligible to quote against the above Bid:

NAME OF THE WORK	Design, Manufacture, Supply, Installation and Commissioning of CNC Drilling Machine of full automatic Gantry Type as per technical specifications for fabrication of Steel Bridge Girder
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PRE-QUALIFICATION CRITERIA OF THE BIDDER

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

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

- (a) Documents as per eligibility criteria.
- (b) Copy of GST Registration Certificate.
- (c) Copy of PAN CARD
- (d) Digitally signed copy of tender documents
- (e) Audited Balance Sheet & P/L for last three years ending 31.03.2020
- (f) Copy of relevant documents/ experience certificate showing past experience in respect of the supply of CNC Drilling Machine of full automatic Gantry Type.

SCOPE OF WORK/ SUPPLIES

- 1.0 The machine shall be supplied in compliance with the specifications mentioned in Annexure- A of the tender.
- 2.0 After the supply of the machine as mentioned in Annexure A, the successful bidder has to execute its installation & commissioning at the designated workshop in the location. No extra cost shall be paid for this reason.
- 3.0 Supervision of Installation/ Commissioning & Training:
The successful bidder shall be responsible for the supervision of installation, commissioning and training for operation and maintenance of the equipment at BBJ's consignee's address at no extra cost to BBJ. The successful bidder should depute their authorized service engineer immediately on receipt of intimation from BBJ's site in this respect. However, necessary arrangements for installation shall be done by BBJ as per the Drawing and Instruction of the successful bidder, which the successful bidder should furnish within three days of receipt of LOA/Order. Labour, Tools & Tackles required at the project site

shall be provided by BBJ. Special tools & tackles, if any, is to be arranged by the successful bidder.

- 4.0 After the installation & commissioning of the machine, the training to the local operator shall be given for ten (10) working days wherein the training about the machine's operations, maintenance, information about Do's & Don'ts as well as troubleshooting & all other areas which are necessary for smooth functioning of the machine shall be provided to at least two persons designated by BBJ, at the workshop, by the successful bidder. No extra cost shall be paid to the successful bidder for imparting this training.
- 5.0 The bidder shall offer an on-workshop comprehensive warranty of the machine for at least 01 (one) years from the date of successful commissioning of the machine at the designated location. BBJ is not liable to pay any extra charges on any account during the warranty period.
- 6.0 The bidder shall cover the machine(s) without spares under the Maintenance Contract for 02 (two) years after the expiry of the warranty period without asking for any additional financial charges from BBJ.

SPECIAL CONDITION OF CONTRACT

1. ELIGIBILITY CRITERIA:

- (a) The intending Bidder, in case of Original Indian Equipment manufacturers shall submit a self-declaration on their letter-head, along with the Technical Bid, confirming that they are regular in manufacturing & supplying of CNC Drilling Machine of full automatic Gantry Type, as asked in this tender, for the last five (5) years.
- (b) The original equipment manufacturers shall possess ISO Certificate for their establishment. A copy of the valid ISO Certificate shall be placed with the Technical Bid.
- (c) The intending Bidder, in case of Authorized Distributor of Indian OEM/ Authorized Dealer of Indian OEM shall possess valid authorized Distributorship/ Dealership license from Original Equipment Manufacturers who should have valid ISO Certificate and shall be engaged in regular manufacturing and supplying of CNC Drilling Machine of full automatic Gantry Type for the last five (5) years. The Bidder shall enclose the copy of the same in the Technical bid while submitting the tender.
- (d) Bidder should have supplied at least 01 (one) no. of similar capacity [Drill Capacity (Dia) up to 50mm] or higher capacity CNC Drilling Machine in India during last 05 (five) years (five years to be reckoned from the date of publication of e-NIT) along with documentary evidence(s) duly notarized i.e. photocopy of Purchase Orders (from any Govt. Dept./ Semi Govt. Dept./ Government of India Enterprise/ Undertaking/ Listed Private Company/ Any Bridge Fabricator's Workshop) along with related performance certificates issued by Client/ End User for the supply of similar capacity CNC Drilling machine [Drill Capacity (Dia) up to 50mm] or higher capacity CNC Drilling Machine.
- (e) The bidder participating in the tender should provide the complete address at which the machines were delivered and commissioned along with the contact number of the client.

- 1.1 Bidder should submit the following details of the order executed for the supply of similar capacity CNC Drilling machine [Drill Capacity (Dia) up to 50mm] or higher capacity CNC Drilling Machine supplied in India in last 05 (five) years along with the Techno-Commercial Part of their offer in the below format;

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

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

- Made misleading or false representation, statements and attachments submitted in proof of the qualification requirements, and/or deliberately gives wrong information/ submit fake, false, fabricated forged documents.
- Record of poor performance such as abandoning the works, not properly completing the supply as well as executing the order, inordinate delays in completion of the

supply, litigation history, or financial failures, a record of Court Cases with BBJ against earlier tender/ contracts etc.

- The bidder must provide any further details required for the review upon the request of BBJ, failure to comply with any request by BBJ for such information shall request in rejection of their offer.

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

1.2 EARNEST MONEY DEPOSIT:

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

Bank Details for NEFT/ RTGS:

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

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

2. COMPLETION TIME/ DELIVERY SCHEDULE:

- a) BBJ is interested for the complete delivery of the machine by the successful bidder within **12 (twelve) weeks** from the date of issue of LOA/Order.
- b) The machine shall be inspected on receipt at the workshop and the successful bidder shall be responsible for any damage during the transit of the machine/ equipment.
- c) The successful bidder shall not arrange part shipments and/or trans-shipments without prior written permission of BBJ. The insurance cover including insuring the goods against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/ Installation & Commissioning shall be obtained by the successful bidder in their own name and not in the name of BBJ. The BBJ will as soon as possible but not later than 30 days from the date of arrival of goods at destination shall notify the successful bidder of any loss or damage to the goods.

2.1 EXTENSION OF DELIVERY PERIOD:

If there is any delay for reasons not attributable to the successful bidder, BBJ, upon receipt of a written request from the successful bidder may extend the Milestone/ Completion time as suitable and fit reasonable to BBJ. No extra claim (including escalation on account of whatsoever) of the successful bidder will be entertained in such cases of time extension is granted.

3. LOCATION OF SUPPLIES:

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

Sl. No.	Description of Machine	Location	Address for supplies	Qty. (No.)
1	CNC Drilling Machine of full automatic Gantry Type	ALLAHABAD, GANGA BRIDGE SITE	The Braithwaite Burn and Jessop Construction Co. Ltd Ganga Bridge Project, Katka Road (Old G.T. Road), Near Jhusi Railway Station, P.O.- Jhusi, Dist.- Prayagraj (Allahabad), Pin – 211019 (UP)	01

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

4. RATE:

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

Notes:

The award of the order or rejection of the bidder's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s), whatsoever thereof. A bidder whose tender is not accepted shall not be entitled to claim any cost/ charges or expenses incidental to or incurred by the bidder through or in connection with the preparation and submission of the Tender/Offer to BBJ and in this regard the sole discretion of BBJ shall be final. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

5. PAYMENT TERMS:

- a) Maximum 25% (twenty-five per cent) of the order value will be paid as advance against Bank Guarantee of the equivalent amount after placement of the order and the same will be adjusted from 1st invoice against supply.
- b) **80% (eighty per cent)** payment of total value will be released within 45 (forty-five) days from submission of clear invoice after delivery of the machine at site and certification thereof by the concerned department/ project site.

- c) Balance **20% (twenty per cent)** payment of total value will be released within 45 (forty-five) days from submission of clear invoice after installation, commissioning of the machine, submission of manuals, warranty certificate etc. & training of BBJ's personnel and certification thereof by the concerned department/ project site.

6. GOODS AND SERVICE TAX (GST)

- a) The **quoted price shall be inclusive of Goods and Service Tax (GST)**. The GST is legally leviable & payable by the successful bidder under the provisions of applicable law/ act. Bidder shall quote their rate after considering the input tax credit on their input materials and services. HSN code must be provided by the bidder in BOQ.
- b) The bidder shall get registered with the GST authorities and their registration certificate shall be submitted along with the bid documents (techno-commercial). **Bid without GST number (in the name of the Bidder) shall be cancelled.**
- c) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper **Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.**
- d) Successful Bidder shall raise their tax invoice in the regular interval as per order terms & conditions and upload their supply invoice in GSTN Portal through GSTR-1 return within 10th of next month. Mismatch in return of BBJ due to any reason attributable to the bidder, the same shall be recovered from the successful bidder's bill.

7. PERFORMANCE GUARANTEE (PG)

- 7.1 For due and faithful fulfilment of the contractual obligations, the successful bidder shall furnish a Performance Guarantee (PG) for an amount equivalent to **3% (three per cent)** of the contract price/value of work order either by Bank Draft or in the form of Bank Guarantee. In the event, the Performance Guarantee is submitted in the form of Bank Guarantee the same should be from any Nationalized/ Scheduled Bank in the prescribed format of BBJ. The aforesaid Bank Guarantee should be submitted within **45 (forty-five) days** from the date of issue of Letter of Acceptance (LOA). BBJ administration reserves the right to cancel the bid, forfeit the EMD and withdraw the LOA if the PG is not submitted within 45 days. The decision of BBJ in this respect is final.
- 7.2 Provided further that on specific request from the successful bidder, the said period of 45 (forty-five) days for submission of PG may be extended up to 75 (seventy-five) days from the date of issue of LOA at the sole discretion of the Competent Authority of BBJ. However, a penal interest of 15% (fifteen per cent) per annum shall be charged for the delay beyond 45 (forty-five) days, i.e. from the 46th day after the date of issue of LOA. In case the bidder fails to submit the PG even within the extended period aforesaid the bid of the bidder shall be liable for rejection by the BBJ administration and the LOA shall stand withdrawn and EMD shall be forfeited.
- 7.3 The PG shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of SD-PG extended to cover such extended time for completion of work plus 60 days.

- 7.4 In case the successful bidder fails to submit the requisite PG within the stipulated period of 45 days or an extended period up to 75 days, as the case may be, from the date of issue of LOA, and his bid is consequentially cancelled and the LOA is withdrawn the defaulting bidder shall be debarred from participating in Re-Tender for that work and his EMD shall be forfeited.
- 7.5 The formal Order shall be issued/ contract agreement shall be executed within a reasonable time only after receipt of PG from the successful bidder. Till such time the work order is issued/ contract agreement is executed the successful bidder shall execute the work on the strength of LOA but no payment shall be made to the successful bidder without work order/ contract agreement. In the event, the bid is cancelled and LOA is withdrawn due to non-submission of PG, the successful bidder shall have no claim for the executed work if any as aforesaid.
- 7.6 The value of PG originally submitted by the successful bidder need not be changed for a variation of contract price/ work order value up to 25% (either increase or decrease). In case during the course of execution, the value of the contract increases beyond 25% of the original value, an additional SD-PG amounting to 3% (three per cent) for the excess value over the original contract value shall be deposited by the successful bidder.
- 7.7 The PG shall be released after the physical completion of the work plus i.e. supply, installation & commissioning and after completion of 60 days thereafter based on 'Completion Certificate' issued by the competent authority of BBJ stating that the successful bidder has completed the work in all respects satisfactorily.
- 7.8 Whenever the contract is rescinded, the PG shall be forfeited and shall be encashed by BBJ. The balance work shall be got done independently without risk & cost of the failed successful bidder. The failed successful bidder shall be debarred from participating in the tender for executing the balance work.
- 7.9 BBJ shall make a claim under the PG for which the BBJ is entitled under the LOA/Order (notwithstanding and/or without prejudice to any other provisions in the LOA/Order) in the event of:
- (i) Failure by the successful bidder to extend the validity of the PG as described hereinabove, in which event BBJ may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the successful bidder to pay BBJ any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the Tender Document/ LOA/ Order, within 30 days of the service of notice to this effect by BBJ.
 - (iii) In the event of the LOA/Order being rescinded under provisions of any of the clauses/conditions of the LOA/Order, the PG shall stand forfeited in full and shall be absolutely at the disposal of the BBJ.

8. SECURITY DEPOSIT:

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

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

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

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

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

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

9. WARRANTY:

- a) The successful bidder shall offer an on-workshop comprehensive warranty of machine for 12 (twelve) months from the date of successful commissioning of machine at the designated location & shall cover each and every part of the machine including parts having limited life etc. BBJ is not liable to pay any extra charges on any account during the warranty period.
- b) The successful bidder shall pay to BBJ such compensations that may arise by reasons of the warranty therein contained but not attended by the successful bidder.
- c) Any part or parts fail or prove defective within the on-site warranty period specified above, owing to defect in design, material or workmanship, the successful bidder shall have to replace them at the place of installation without asking for any charges.
- d) During the warranty period, expert(s) shall be deputed at the site by the successful bidder within three working days from the date of request from BBJ, to rectify and fix the defects of machines at the location where machine(s) supplied. The cost of deputation of expert(s) and any other associated expenditure shall be borne by the successful bidder.

10. TWO YEAR MAINTENANCE CONTRACT

The successful bidder shall cover the machine(s) without spares under the Maintenance Contract for two (02) years after the expiry of the warranty period without claiming any

additional financial charges from BBJ. The financial bid for the machine(s) shall be quoted accordingly.

11. AFTER-SALES SERVICES

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

12. MANUALS:

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

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

13. PRE-DISPATCH INSPECTION:

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

14. PACKING:

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

15. CLAIMS:

- a) If the material supplied is found to be off-size and shape different than those in the accepted offer and are of specifications lower than those stipulated in the accepted offer, BBJ shall have the right to totally reject the machine/ equipment and/or to claim for compensation from the successful bidder. The successful bidder shall reimburse to BBJ, the claim lodged in writing within 15 (fifteen) days of its demand. The successful bidder shall also compensate for losses, if any, sustained by BBJ due to defective packing and/or wrong marking of the machine/ equipment.
- b) The successful bidder shall be responsible for arranging the rejected machine/ equipment to be removed at their cost from BBJ's premises.

16. LIQUIDATED DAMAGE:

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

17. SUBLETTING OF WORK

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

18. ARBITRATION:

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

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

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

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

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

19. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

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

- a) Work order/ Contract Agreement
- b) Letter of Award (LOA)
- c) Schedule of Items, Rates & Quantities
- d) Special Conditions of the Contract (SCC)
- e) Technical Specifications (TS)
- f) Scope of Work (SOW)
- g) Drawings
- h) Notice Inviting Tender
- i) Instructions to the Bidders (IB)
- j) General Conditions of Contract

20. TERMINATION OF CONTRACT:

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

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

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

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

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

21. JURISDICTION OF COURT

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

22. CONFIDENTIALITY:

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

23. 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, the 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 because 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 because of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract.

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

24. INDEMNITY

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

25. IMPORTANT NOTES:

(A) BBJ reserves the right to:

- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- (ii) Increase/ decrease/ alter the job description/ scope of work with the corresponding change in the value of the contract.
- (iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
- (iv) May ask for further qualification during techno commercial scrutiny of bids received.
- (v) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.

- (vi) BBJ shall not be liable for any expenses incurred by the bidder for delivery of materials or during the preparation of bid irrespective of whether it is accepted or not.
- (vii) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- (viii) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his bid, BBJ reserves the right to reject such application.

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

SUPPLY, INSTALLATION AND COMMISSIONING OF CNC PLATE DRILLING MACHINE OF FULLY AUTOMATIC GANTRY TYPE

Details of Technical Specification

SL. NO.	DESCRIPTIONS	SPECIFICATIONS
1	Effective Plate Drilling width	2.5 M
2	Effective Plate Drilling Length	12.5 M
3	Maximum Plate Thickness	50 mm
4	Maximum Drill Size	50 mm
5	Stroke Length	250 mm (minimum)
6	Accuracy of drill	a) Drilled hole should have accuracy of minus zero (-0.0) and plus 0.1 mm (max) b) It should have 100% accuracy in centre to centre of hole in X and Y direction

Other Details

SL. No.	DESCRIPTION	SPECIFICATION
1	Drilling to be done by HSS drill bit	The machine should be CNC operated SINGLE Drill spindle - Servo motor drive machine with all its necessary accessories, software, self-cooling arrangement and ability to read Auto CAD drawings and drill holes automatically as per the drawing. It should have proper clamping arrangement. Standard coolant through spindle. CNC controller window based. Auto tool length detector. Built in drill + CAM software. Laser Alignment with Multi Point Referencing for plate alignment. Operating software provided with the machine should be able to update.
2	Drilling table will be provided by BBJ	
3	Warranty Period	1 year from the date of successful commissioning
4	Delivery period	12 weeks from date of order
5	Trial assembly of the machine should be done at your workshop before dispatch	
6	Delivery at Jhunsi, Allahabad	
7	Training to our technician should be given at our fabrication workshop at Jhunsi, Allahabad	

8	Dust cover to protect the machine	
9	Drawings for clamping arrangement to be provided	
10	Tooling arrangement for drill bits to be provided	
11	Annual Maintenance Contract	Annual maintenance services for a period of 02 (two) years from the date of expiry of warranty period of the machine to be included in the price excluding cost towards spares.
12	Foundation drawing and design	Foundation drawing and design to be provided to us for construction of foundation for the CNC plate drilling machine to be commissioned.
13	Lay out for machine	Lay out for machine to be provided without any extra cost.