

(A Government of India enterprise)
 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700 001 (WEST BENGAL)
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 E-mail: info@bbjconst.com; Website: www.bbjconst.com

TENDER NO.	NIT/DGM(P-V)/P&M/CIVIL LABORATORY EQUIPMENT	DATE	26.10.2016
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NOTICE INVITING TENDER

Sealed Tenders are invited from reputed Manufactures/suppliers/Agencies for the followings:-

01.	NAME OF THE WORK	SUPPLY OF DIFFERENT TYPES OF CIVIL LABORATORY EQUIPMENTS REQUIRED FOR EXECUTION OF CIVIL WORK FOR VARIOUS PROJECTS.
02.	QUANTITY	AS PER BOQ
03.	EARNEST MONEY DEPOSIT (EMD)	<p>Rs. 5,000.00 (RUPEES FIVE THOUSAND ONLY) BY DEMAND DRAFT / PAY ORDER IN FAVOUR OF “THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED” PAYABLE AT “KOLKATA”.</p> <p>FOR SUCCESSFUL BIDDER(S), ABOVE EARNEST MONEY DEPOSIT (EMD) WILL BE RELEASED WITHIN 30 DAYS AFTER COMPLETION OF TOTAL SUPPLY / SERVICE, WITHOUT ANY INTEREST, SUBJECT TO RECEIPT OF FORMAL REQUEST FROM SUPPLIER.</p> <p>EXISTING VENDORS MAY BE ADJUSTING THEIR EMD AMOUNT FROM THEIR PASSED BILL LYING WITH BBJ PROVIDED THEY SHOULD APPLY FOR THE SAME.</p> <p>SSI UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD BE VALID UPTO TENDER OPENING TIME) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING EMD. 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 PAPERS.</p> <p>FOR UNSUCCESSFUL BIDDERS, EARNEST MONEY DEPOSIT (EMD) WILL BE REFUNDED AFTER FINALIZATION OF ORDER, WITHOUT ANY INTEREST.</p>
04.	SECURITY DEPOSIT	10% (TEN) OF THE ORDER VALUE IN THE FORM OF DEMAND DRAFT / BANK GUARANTEE / PAY ORDER TO BE SUBMITTED BY THE SUCCESSFUL BIDDER/S. THE SECURITY DEPOSIT AMOUNT SHALL REMAIN VALID UP TO THE GUARANTEE / WARRANTY PERIOD OF 12 MONTHS FROM THE DATE OF SUPPLY.
05.	ISSUE OF TENDER DOCUMENT	BETWEEN 26.10.2016 TO 08.11.2016 DURING OFFICE HOURS EXCLUDING HOLIDAYS.
06.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 13:00 HRS. ON 09.11.2016 AT BBJ’S HEAD OFFICE.
07.	OPENING OF TENDER (TECHNO - COMMERCIAL BID)	ON 09.11.2016 AT 15:00 HRS. AT BBJ’S HEAD OFFICE.

(ANIMESH NEOGI)
DGM(P-V)

INSTRUCTION TO THE BIDDERS

1.	SUBMISSION OF BID: Tenders to be submitted in two parts as follows:-
a)	<u>TECHNO-COMMERCIAL PART:-</u> The following documents are to be submitted to BBJ within due date in a sealed envelop superscribing “ TENDER NOTICE NO. & Date ” and “ <u>TECHNO-COMMERCIAL PART</u> ”
i)	EMD amount of Rs. 5,000.00 (Rupees Five thousand only) by demand draft / pay order in favour of “THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED” payable at “KOLKATA”. For successful bidder/s, above earnest money deposit (EMD) will be released within 30 days after completion of total supply / service, without any interest, subject to receipt of formal request from supplier. Existing vendors may be adjusting their EMD amount from their passed bill lying with BBJ, provided they should apply for same.
ii)	The bidder should be either Original Equipment Manufacturer (OEM) or Authorized Dealer (Manufacturer’s authorization certificate/letter on the OEM’s letter head duly signed by authorized signatory are to be submitted).
iii)	Signed copies of relevant documents showing past experience/certificate of successfully completed supplies of our BOQ items to other Govt. Organisations / PSUs or reputed companies / organisations in last 5 (Five) Years ending on 31.03.2016.
iv)	Make and Model No of each machine must be indicated in Techno-commercial bid. Technical bid should contain about Product Literature / Technical details of the machines offered against our requirement.
v)	Signed copy of VAT / Central Sales Tax (SCT) registration certificate;
vi)	Signed copy of valid Trade License;
vii)	Signed copy of PAN Card;
viii)	Signed copy of Income Tax Returns (ITR) filed for the last three (3) financial years ending 31st March 2016;
ix)	The tender documents issued to the bidder duly signed and sealed in each page EXCLUDING BILL OF QUANTITIES (BOQ) ;
b)	<u>PRICE-PART:</u> The price bid of the techno-commercially acceptable bidders will be opened. Properly filled up BILL OF QUANTITIES (BOQ) duly sealed and signed to be put in a separate sealed envelope superscribing “ TENDER NOTICE NO. & Date ” and “ <u>PRICE PART</u> ”. Make and Model No of the machine to be also mentioned in the Price Bid.
2.	The above ‘ TECHNO-COMMERCIAL PART ’ and ‘ PRICE-PART ’ to be put into another sealed envelope superscribing “ <u>TENDER NOTICE NO. & Date</u> ” and addressed to Dy. General Manager (P-V) , The Braithwaite Burn & Jessop Construction Company Limited, 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA-700001, West Bengal within the last date of submission of tender.
3.	BBJ administration reserves the right to accept or reject any or all of the tenders and split the scope of supply to more than one agency without assigning any reasons whatsoever. However, in case of splitting, the L1 bidder will get 60% or more of the total quantity depending upon the requirement of BBJ. No claim will be entertained on account of this.
4.	Conditional tenders will be rejected and no additional clause will be entertained.
5.	VALIDITY OF TENDER: – 90 (NINETY) days from the date of opening of tender or for a further period, if mutually accepted.

SPECIAL CONDITION OF CONTRACT

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1. The successful bidders should supply machineries / apparatus as per latest provision of code.
2. The bidder should mention **Make and Model no of each machine.**
3. Supplier should submit **Manufacturer's Test Certificate and Guarantee & Warranty Certificate** must be enclosed along with each consignment.
4. **DELIVERY SCHEDULE:** Delivery to be made at BBJ's Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata-700024 **within 30 days** from the date of receipt of Letter of Intend (LoI) or Purchase Order (P.O.), whichever is earlier.
5. **RATE:** The bidder must submit their offer strictly as per Bill of Quantities (BOQ) of this tender document. The bidder must quote the Basic price, Excise Duty, all other taxes & duties and delivery charges (at BBJ Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata-700024) of each item as per BOQ.
The price must be firm during the tenure of this supply/contract & no escalation on any account will be allowed. Entry Tax will be borne by BBJ.
6. **PAYMENT TERMS:** **100% payment** will be made within 30 days after completion of total supply and submission of bill with receipted challan along with Manufacturer's Test Certificate and Guarantee/Warranty Certificate.
7. **SECURITY DEPOSIT:-** 10% (Ten) of the order value in the form of Demand Draft / Bank Guarantee / Pay Order favouring "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" is to be submitted by successful bidder before receiving the order, as Performance Guarantee. The Security Deposit amount shall remain valid upto the guarantee / warranty period.
8. **GUARANTEE:- 12 (Twelve) months from the date of supply of machineries.** Any part of the machine or any item failing or providing unsatisfactory in service due to defective design, material or workmanship within 12 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 equipment 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.
9. **LIQUIDATED DAMAGE:**
If the Supplier fails to supply required items within stipulated period, 0.5% of order value will be deducted from bill for per week delay subject to a maximum of 5% of the total order value.
10. **ARBITRATION:** In the event of any questions arising out of the Contract or ancillary/ incidental as to the terms and conditions of it or relate to any matter for execution and/or performance of the contract, the same shall ip-so-facto be referred to the appropriate Authority and the interpretation made by the said authority shall be final and binding upon the parties.
Notwithstanding the above, should there be any, disputes or differences by and between the parties arising out of any thing under the contract, the same shall within 30 days of its occurrence shall first be referred to the said authority for conciliation and/or determination by the said authority. If at all or any dispute or difference is existing, the findings of the said authority should be accepted by parties to the contract, communicated in writing within the next following 30 days of making reference to it.
Nevertheless, the parties at their sole option shall within the next following 30 days choose to refer or cause the matter to be referred to the Arbitrator of Person in writing, whereupon the appropriate Authority shall within two weeks take steps for appointment of Arbitrator of Person from amongst the officers whether or not connected in the matter and the same shall be communicated in writing to the parties making reference within the next following two weeks and the same shall be final and binding upon the parties. The Arbitrator shall enter into the reference by appropriate notice of communication to be served or cause the said notice to be served upon

the parties summoning the respective parties to attend the proceedings at the date time and venue. The proceedings of Arbitration shall be at per with the Arbitration and Conciliation Act 1996 as amended up to date. Jurisdiction of the matter shall be with in the appropriate Courts of Kolkata. Acceptance of Order/ LOI of the concerned agency shall be deemed to be the Free Consent given by party under the law towards execution of these covenants of contract under the Contract of Arbitration.

11. TERMINATION OF CONTRACT:

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

12. JURISDICTION OF COURT:

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

13. INSPECTION AUTHORITY:

Manufacturer's Test Certificate and QA(BBJ)

14. 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-I with the purchaser based on the operation requirements.

15. DOCUMENTS: Machineries should be supplied along with the following:-

- a. **Operation manual:** Hard copy – 02 nos. per machine.
- b. **Part catalogue:** Hard copy – 02 nos. per machine, if any.
- c. **Operation manual & Part catalogue:** Soft copy per machine.

16. 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.

17. TRAINING:

- (a) 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).
- (b) The Bidder shall also provide all training equipments and documents and aids.

18. 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.

19. 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 security deposit of the Supplier. In the event of security deposit 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.

20. 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.

21. REPLACEMENT OF DEFECTIVE EQUIPMENT:

- a. 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 at free of cost.
- b. 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.
- c. 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 terms and conditions as mentioned in this Purchase Order/LoI.

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 12 Months on site comprehensive warranty including 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 Bank Guarantee or the Payment due to the vendor.
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 21 days (three weeks) from the lodging of the complaint, Security Deposit provided by the supplier/s 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 supplier 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).

PRICE BID

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED (BBJ)

NIT/DGM(P-V)/P&M/CIVIL LABORATORY EQUIPMENT

DATE: 26.10.2016

BILL OF QUANTITIES (BOQ)

SL. NO.	ITEM	UNIT	TOTAL QUANTITY	BASIC RATE PER UNIT (Rs.)	EXCISE DUTY ON BASIC RATE (Rs.)	SALES TAX / VAT/CST ON BASIC RATE (Rs.)	DELIVERY CHARGES ON BASIC RATE (AT BBJ HEAVY PLANT YARD KOLKATA) (Rs.)	TOTAL RATE PER UNIT (5+6+7+8) (Rs.)
1	2	3	4	5	6	7	8	9
(a)	HYDRAULIC COMPRESSION TESTING MACHINE (100 TON CAPACITY), HAND OPERATED, CONFORM TO THE REQUIREMENTS OF IS:516-1959, IS:14858-2000, CALIBRATED TO AN ACCURACY OF +/- 1% INDICATED LOAD WITHIN RANGE	No.	02					
(b)	CUBE MOULDS 150X150X150MM SIZE CONFORMING TO IS:515-1959, IS:10086-1982.	No.	36					
(c)	VIBRATION MACHINE WITH 06 MOULDS AS PER IS: 4031. ELECTRICAL FHP MOTOR DRIVEN	No.	02					
(d)	ELECTRIC OVEN, CONTROLLED THERMOSTATICALLY UP TO 200 DEGREE CENTREGRADE WITH CHAMBER SPACE ABOUT 40X40X40CM	No.	02					

NOTE:-

- (1) Price 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.
- (2) Bidder should mention Make and Model no. of each machine.
- (3) Way bill, if required, will be provided by BBJ;
- (4) 2% CST against "C" Form. "C" form will be provided by BBJ;
- (5) Rate in %age of excise, VAT/Central Sales Tax etc. should be mentioned separately;
- (6) Bidder should fill up all the columns of the above BOQ. If any column of the above BOQ is not relevant / applicable to the bidder, then bidder should strike out or mentioned "NOT APPLICABLE" in the respective column. If nothing is mentioned in the columns of excise, taxes, delivery charge, BOQ price will be deemed to be inclusive of that cost.

TENDERER

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