

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.
(A GOVT. OF INDIA ENTERPRISE)
Regd. Office : 27, RAJENDRA NATH MUKHERJEE ROAD
P.O.Box No. 264, Kolkata - 700 001 (WEST BENGAL)
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Website :- www.bbjconst.com

BBJ/TS/ESAB/WELDING RECTIFIER/2148/3129

26th April,2016

M/s.

Dear Sir(s),

You are requested to send your sealed quotation for supply of "ESAB" make Welding Rectifier (Model:- RS 400) with accessories required at our Mughalsarai (Wagon Care Centre) for repairing of 3400 nos.- "C" Category and 10,500 nos.- "B" category unloadable wagons. The details of this NIT is given hereunder :-

1. **Items required** :- As per enclosed BILL OF QUANTITY (BOQ)
Notes :-The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s), whatsoever thereof. A tenderer whose Tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.
2. **Rate** :- Your quoted rate should be inclusive of all taxes and duties and delivery charges. Entry Tax, if any, will be borne by BBJ.
Notes :-Manufacturer (i.e. M/s. Esab India Limited) is only entitled for submission their offer against this NIT.
3. **Validity of Rate** : Your quoted rates should be valid and firm for a period of 3(three) months from the date of opening of your offer.
4. **Delivery at** :- Mughalsarai (Wagon Care Centre).
5. **Delivery Period**: - Within 30 days from the date of LOI/ORDER alongwith Manufacturer's Test Certificate.
6. **Payment** :- Within 30 days from the date of delivery and submission of bill with receipted challan alongwith Manufacturer's Test Certificate.
7. **Earnest Money Deposit** :- An amount of **Rs.10,000.00**(Rupees ten thousand only) to be submitted with offer, as EMD amount in form of account payee Demand Draft/Pay Order/Banker's Cheque in favour of "The

Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata. Unsuccessful bidders will be refunded the Earnest Money Deposit amount after the award of the contract/order to the successful bidder.

The EMD amount of successful bidder will be released within 30 days after completion of total supply/service/installation/work without any interest subject to receipt of written request from the successful bidder.

The Units registered with National Small Industries Corporation(NSIC) are exempted from payment of EMD subject to :

(a). The NSIC Registration Certificate till remains valid up to the date of validity quotation

(b). The bid is accompanied with a copy of valid NSIC Registration Certificate.

(c). Photocopy of application for registration as NSIC for renewal of NSIC will not be acceptable. Such offers will be treated as offers received without EMD.

(d). For existing supplier(s), the EMD amount may be adjusted from their passed bill(s) amount, subject to submission of their written declaration with their offer in connection with adjustment of their EMD amount from their outstanding bills if any.

8. **INSTALLATION/COMMISSIONING & TRAINING:**

You shall be responsible for installation and commissioning and also to render training for operation of our required item as mentioned in BOQ at our Mughalsarai (Wagon Care Centre) at no extra cost. All the materials/labour required for execution of installation and commissioning of the subject items under BOQ shall be in your scope.

9. **GUARANTEE/ DEFECT LIABILITY PERIOD:**

The subject items in BOQ shall be strictly supplied in accordance with the specification, sizes, quantities and no deviation from such specification or alteration shall be made without our written consent. You shall fully guarantee that the supplied items shall perform strictly in accordance with the specification and to be free from all defects in respect of materials and workmanship etc. Should any supplied items not perform as intended or should materials and workmanship prove /found defective within a period of 12 (twelve) months from the date of commissioning or 18 (eighteen) months from the date of supply whichever is earlier, the supplied item in BOQ upon intimation of deficiency / defect , be promptly replaced /repaired by you to our satisfaction without delay and no extra cost to us. If you fail to effect proper replacement within a reasonable time of receipt from our intimation to this effect, we shall be free to take such corrective action at your risk and cost.

10. **PERFORMANCE BANK GUARANTEE**

As security for proper and faithful fulfillment of the obligation under the order, you shall furnish to us Security Deposit i.e. **10(ten)% of the total order value** by Bank Draft **or** in the form of a Bank Guarantee of equivalent

amount from a Nationalized Bank (as per format to be provided by BBJ) **within 15 days from the date of issuance of order** favouring "The Braithwaite Burn & Jessop Construction Company Limited". The Performance Bank Guarantee should be kept valid till end of Guarantee Period / Defect Liability Period" mentioned in clause no.9 above.

11. **EXCISE DUTY GATE PASS**
Necessary EXCISE DUTY GATE PASS (EDGP) to be provided by the Manufacturer/ supplier for availing MODVAT/CENVAT benefits.
12. **OPERATION CUM MAINTENANCE MANNUAL/ SPARE PARTS CATALOGUE**
You have to provide one set of the above relevant documents along with the supply.
13. **AFTER SALES SERVICE:**
After sales service of any kind and any repair/replacement of parts at site of installation shall be rendered by you within said Guarantee Period free of cost. The mean time to resolve shall be less than 48 hours.
14. **PRICE VARIATION:**
No price-variation of any kind will be allowed in this contract under any circumstances. Price shall remain firm for entire scope of supply.
15. **Liquidated Damage :-** If you fail to complete supply as per our order within stipulated period, 0.5% of order value will be deducted from your bill for per week of delay subject to maximum of 5% of order value.
16. **Termination of Contract:-** If the supplier failure to complete the total work/supply/service as per requirement and 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.
17. **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.
18. **Last Date and Time of Submission of Offer:-** Your sealed quotation must reach to our Registered Office, 27 R.N.Mukherjee Road,Kolkata-700 001 on or before **3rd May,2016 by 2.30 p.m.**
19. **Date and Time of Opening of Quotation/Offer/Bid :-** Your sealed quotation/offer will be opened at our Registered Office, 27 R.N. Mukherjee Road,Kolkata-700 001 **on 3rd May,2016 at 3.30 p.m.**

(Tapas Sen)
Supervisor(M&P)

BILL OF QUANTITIES(BOQ)

SL. NO.	ITEM	QNTY	RATE TO BE MENTIONED IN FIGURE AND WORDS BOTH (Rs.)	PRICE TO BE MENTIONED IN FIGURE AND WORDS BOTH (Rs.)
1	<u>PORTABLE WELDING RECTIFIER</u> ESAB make Portable Welding Rectifier with accessories. Model No.:- RS 400 Manufactured by M/s. Esab India Ltd.	10 (Ten) Unit		
	TOTAL :-			
	VAT / CST (% to be mentioned clearly)			
	Transportation Charges up to Mughalsarai (if any) to be mentioned clearly.			

(Tapas Sen)
Supervisor(M&P)