

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/REFILLING/2018-19/GS&OE/R1

21st August,2018

Sealed quotations are invited from Kolkata based reputed and suitable Vendors/suppliers in connection with refilling of different type printing cartridges, toners, films and etc., those are required for our different model/make printers,toners, xerox and fax machines, as and when required basis. The details terms and conditions including description of printing cartridges, toner and imaging film is given hereunder.

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.

1. **Details of Cartridge and Toner** :- As per enclosed **BOQ-1**.
2. **Eligibility criteria** :-
 - (a). **Bidders should be Kolkata based party/supplier and have their office in Kolkata.** The distance between our Registered Office(27 R.N.Mukherjee Road,Kolkata-700 027) and Vendor's Kolkata Office will not be more than 10 to 15 Kilometer.
 - (b). The following documents are to be submitted with the offer of individual party, otherwise their offer will be treated as cancelled:-
 - (i) As a proof of experience, Bidders should submit the copies of their contracts / orders for the last 3 to 4 years related to refilling work in any Government Deptts/ PSUs/ Reputed Private Organisations;
 - (ii) Copy of up to date renewed Trade Licence from concerned Authorities;
 - (iii) Copy of Income Tax Return Certificate for the last three years ending 31.03.2018;
 - (iv). Copy of GST Registration Certificate;
 - (v). Copy of PAN Card;
 - (vi). Earnest Money(EMD) of Rs.5000/-.
- 3 (a). Empty cartridge and toners are to be collected from our Registered Office(27, R.N.Mukherjee Road,Kolkata-700 001) as and when required basis;
- (b). At the time of collection of empty cartridges and toners, bidder/supplier should check whether the said cartridges and

toners are workable for refilling or not. If not workable, faulty cartridges and toners not to be accepted by the bidder/supplier;

- (c) Delivery after proper refilling to be completed within 2(two) working days from the date of collection/receipt of empty cartridges and toners.
 - (b). In case of fault/defect found in any cartridge and toner after refilling, the bidder/supplier have to replace the the cartridge/toner parts free of cost within 4 days.
4. **Rate** :- Your quoted rate should be inclusive of collection of empty cartridges and toners from our Registered Office and also delivery after refilling to our Registered Office . GST(as applicable) will be treated as extra.
 5. **Perido of Rate Contract** :- Your quoted rates will be valid for 12(twelve) months from date of issuance of our order.
 6. **PRICE VARIATION:**
No price-variation of any kind will be allowed in this contract under any circumatances. Price shall remain firm for entire scope of supply.
 7. **Payment** :- Within 30 days from the date of delivery and submission of bill with receipted challan.
 8. **Earnest Money(EMD)** :- **Rs.5,000.00** (Rupees five thousand only) in the form of **Demand Draft/ Pay Order** in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD. " payable at KOLKATA.

MSME/NSIC/SSI Units will be waived from submitting EMD subject to submission of Declaration of their UDYOG AADHAR MEMORANDUM(UAM) NUMBER ON CPPP.

The EMD amount of successful bidder will be converted into Security Deposit and the same amount will be released to the respective bidder within 30 days after completion of total supply/service/work without any interest subject to receipt of formal request from the awarded bidder.

The EMD lodged by the un-successful tender shall be refunded to the un-successful bidders immediately after finalization of the Tender.

9. **Termination of Contract**:- If the supplier failure to complete the work/supply/service/refilling as per satisfaction/requirement and within the stipulated completion/delivery period, BBJ reserves the right to cancel the order, either in part or full as the situation demands and get the work/refilling 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.
10. **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.

11. **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 in-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 anything under the contract, the same shall within 30 days of its occurrence first be referred to the said authority for conciliation and/or determination by the said authority. If the findings of the said authority should be acceptable by parties to the contract as 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 hence 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 within 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.

12. **Last Date of Submission** :- Your sealed quotation must reach to our Registered Office(27 R.N.Mukherjee Road,Kolkata-700 001) on or before **28th August,2018 by 11.30 a.m.**

(Tapas Sen)
Supervisor(M&P)