

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/D-1798/ESAB/PUG MACHINES/2148

24th February,2017

Sealed Tenders are invited from Kolkata based authorised dealer/distributor of ESAB India Limited in connection with supply "**ESAB**" make Portable Pug Cutting Machine, which is required at our Mughalsarai Project Site,Mughalsarai on **RATE CONTRACT BASIS**. The description of our required item alongwith other terms and conditions are mentioned hereunder :-

1. **Item required** :- As per enclosed **BOQ-I**

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.
 - **Valid authorised dealers/distributor of M/s. ESAB India Limited" should submit the copy of their valid Dealership Certificate, copy of their VAT and CST Registration Certificate and also copy of their PAN Card with their offer, other wise their offer will not be considered by BBJ against this NIT.**
2. **Rate** :- Your quoted rate should be inclusive of all taxes and duties and delivery charges up to our Mughalsarai Project Site,Mughalsarai. Enntry Tax, if any, will be borne by BBJ.
 3. **Validity of Offer** : Your offer should be valid and firm for a period of 90 days from the date of opening of offer.
 4. **Period of Rate Contract** :- For 1(one) year. The rate contract may be extened for a further period of one year as per same price,terms & conditions.
 5. **Delivery Place** :- At The BBJ Construction Co.Ltd., C/o. DOWN SICK LINE DEPARTURE YARD, E. C. RAILWAY, PURANI MALGUDAM ROAD , MUGHALSARAI, DISTRICT- CHANDAULI, UTTARPRADESH along with Manufacturer's Test Certificate and also Guarantee & Warrantee Certificate.
 6. **Delivery Period** : - Within 30 days from the date of order or as per requirement by our Mughalsarai Project Site time to time.
 7. **Payment** :- Within 30 days from the date of delivery and submission of bill with receipted challan.

8. **Earnest Money Deposit** :- An amount of **Rs.5,000.00**(Rupees five 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.
9. **INSTALLATION/COMMISSIONING & TRAINING:**
You shall be responsible for installation and commissioning and also to render training for operation of the subject items in BOQ-I 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-I shall be in your scope.
10. **GUARANTEE/ DEFECT LAIBILITY PERIOD:**
The subject items in BOQ-I & BOQ-II 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.

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 within the rate contract period under any circumstances. Price shall remain firm till completion of rate contract period.
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 of Submission :-** Your sealed quotation must reach to our Registered Office (27 R.N.Mukherjee Road,Kolkata-700 001) **on or before 3rd March,2017 by 12.30 p.m.**

(Tapas Sen)
Supervisor(M&P)

ENCLOSURE TO NIT NO. BBJ/TS/D-1798/ESAB/PUG MACHINES/2148 DT. 24.02.2017

BILL OF QUANTITIES(BOQ - I)

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>PUG CUTTING MACHINE</u> ESAB make Portable Pug Cutting Machine with following items for each unit :- (a) Aluminium Track-1.8 meter long – 3 nos.; (b) D.A.Pipe for above machine – 15 meter long; (c) Oxygen Pipe for above machine – 15 meter long.	12 (Twelve) Unit		
	VAT / CST (% to be mentioned clearly)			
	Transportation Charges up to Mughalsarai (if any) to be mentioned clearly.			
	Any other charges, if required, please specify clearly			

(Tapas Sen)
Supervisor(M&P)