

The Braithwaite Burn & Jessop Construction Co. Limited  
 (A Government of India Undertaking)  
 27, RAJENDRA NATH MUKHERJEE ROAD  
 KOLKATA - 700 001 (WEST BENGAL)  
 PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961  
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TENDER NO.	BBJ/TS/D-2149/PUG CUTTING MACHINE(ESAB)/2132	DATE	10.05.2013
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NOTICE INVITING TENDER

Sealed Tenders are invited from reputed agencies for the following item:

01.	SCOPE OF SUPPLY	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 Piper for above machine – 15 meter long.
02.	QUANTITY REQUIRED	AS PER BOQ.
03.	DELIVERY PERIOD	30 (THIRTY) DAYS
04.	COST OF TENDER DOCUMENT	NIL
05.	EARNEST MONEY DEPOSIT	NIL
06.	ISSUE OF TENDER DOCUMENT	BETWEEN 10.05.2013 TO 23.05.2013 DURING OFFICE HOURS.
07.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO 11.00 a.m. ON 24.05.2013
08.	OPENING OF TENDER	3.00 PM ON 24.05.2013

(Tapas Sen )

Enclosure to BBJ's NIT No. BBJ/TS/D-2149/PUG CUTTING MACHINE(ESAB)/2132  
dated 10<sup>th</sup> May,2013

**SPECIAL CONDITION OF CONTRACT**

1.	<b><u>SCOPE OF SUPPLY:</u></b> As per BILL OF QUANTITY enclosed.
2.	<b><u>DELIVERY PERIOD:</u></b> The entire supply in all respect should be completed within 30 days from the date of Order.
3.	<b><u>DELIVERY AT:</u></b> BBJ Ganga Bridge Site,Munger(Bihar) <b>or</b> BBJ Heavy Plant Yard,P-82 Taratala Road,Gareden Reach,Kolkata-700 024
4.	<b><u>INSPECTION:</u></b> a) We shall have the right of access to your works at all reasonable time to inspect the subject items as per BOQ and to measure the progress of execution of order. b) You shall provide assistance, instruments, machine, labour and materials which are required for examining, measuring and testing any workmanship as may be selected and required by us without any extra cost. c) Even if inspection and / or tests are fully carried out by us at your works at any stage of execution of the order, you shall not be absolved of any degree of your responsibility to ensure that the subject items as per BOQ should comply strictly with the requirement as per specification and we shall be free to point out any defect till the Guarantee period is over.
5.	<b><u>RATE:</u></b> The rate is inclusive of all taxes & duties, Freight, Transit Insurance & delivery charges at our Ganga Bridge Site,Munger(Bihar) <b>or</b> Heavy Plant Yard,P-82 Taratala Road,Garden Reach,Kolkata-700 024.
6.	<b><u>EXCISE DUTY GATE PASS:</u></b> Necessary EXCISE DUTY GATE PASS (EDGP) to be provided by the Manufacturer/ supplier for availing MODVAT/CENVAT benefits.
7.	<b><u>PAYMENT:</u></b> within 30 days from the date of delivery and submission of bill with WARRANTY/PERFORMANCE GUARANTEE/ TEST CERTIFICATE /OPERATION CUM MAINTENANCE MANUAL/ SPARE PARTS CATALOGUE/ INSTALLATION REPORT & RECEIPTED CHALLANS.
8.	<b><u>INSTALLATION/COMMISSIONING &amp; TRAINING:</u></b> You shall be responsible for installation and commissioning and also to render training for operation of the subject items in BOQ at our Ganga Bridge Site,Munger(Bihar) or BBJ Heavy Plant Yard,kolkata 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.	<b><u>GUARANTEE/ DEFECT LAIBILITY PERIOD:</u></b> 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

	<p>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.</p>
10.	<p><b><u>PERFORMANCE GUARANTEE</u></b>  As security for proper and faithful fulfillment of the obligation under the order, you shall furnish to us Security Deposit equal to 10% of the Basic Value of the Order 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 &amp; Jessop Construction Company Limited". The performance Guarantee should be kept valid till end of Guarantee Period / Defect Liability Period" mentioned in clause no.9 above.</p>
11.	<p><b><u>OPERATION CUM MAINTENANCE MANNUAL/ SPARE PARTS CATALOGUE</u></b>  You have to provide one set of the above relevant documents along with the supply.</p>
12.	<p><b><u>AFTER SALES SERVICE:</u></b>  After sales service of any kind and any repair/replacement of parts at site of installation shall be rendered by you said Guarantee Period free of cost. The mean time to resolve shall be less than 48 hours.</p>
13.	<p><b><u>PRICE VARIATION:</u></b>  No price-variation of any kind will be allowed in this contract under any circumatances. Price shall remain firm for entire scope of supply.</p>
14.	<p><b><u>LOUIDATED DAMAGE:</u></b>  Late delivery will attract standard L.D. Clause i.e. 0.5% (half) per week of delay subject to a maximum 5% (five) of the order value.</p>
15.	<p><b><u>ARBITRATION:</u></b>  In the event of any questions arising out of the Contract or ancillary/ incidental 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 with in 30 days of it's occurrence shall first be referred to the said authority for conciliation and/or determination by the said authority if at all any disputes or difference is existing , the findings of the said authority should be accepted by parties to the contract, communicated in writing with in the next following 30 days of making reference to it .  Nevertheless, the parties at their sole option shall with in the next following</p>

	<p>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 shall 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.</p> <p>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 and 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 under the Contract of Arbitration.</p>
16.	<p><b><u>RISK PURCHASE:</u></b></p>
	<p><b><u>TERMINATION OF CONTRACT:</u></b></p> <p>Without prejudice to further rights and contentions exercisable by BBJ under the law as applicable, If instruction(s) issued by BBJ is (are) failed to be complied with by the Agency and the agreed programme within the margin of 10% of the time as scheduled is not adhered to for any reasons whatsoever, BBJ shall be at liberty to terminate the Contract in part or full as it would deem fit by a notice of Termination to be issued by BBJ in advance of seven days which would be reconfirmed in 48 hours prior to the termination to take effect. BBJ in that case will have unfettered right to get the job as secured by the contract so terminated, done by the other agencies with such extra cost and additional expenses as would likely to be incurred by it at the sole Risk and Cost of the agency sustaining the termination as aforesaid and the Security Deposit, Earnest Money or Pending Bills or any other instrument by whatever name called as available, would be liable for appropriation for the said Risk and Cost, based on the acceptance of Order/ LOI of the concerned agency being deemed to be the Free Consent given by it under the law.</p>

Enclosure to BBJ's NIT No. BBJ/TS/D-2149/PUG CUTTING MACHINE(ESAB)/2132  
dated 10<sup>th</sup> May,2013

**BILL OF QUANTITIES(BOQ)**

SL. NO.	ITEM	QNTY	RATE (Rs.)	PRICE (Rs.)
1	<b><u>PUG CUTTING MACHINE</u></b> <b>ESAB</b> make <b>Portable Pug Cutting Machine</b> with following items for each unit :-	06 (Six nos.)		
(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.			
	TOTAL :-			

(Tapas Sen)