

M/s.

Dear Sir(s),

You are requested to send your sealed quotation for supply of "ESAB" MAKE Hand Cutting Torch, MIG Torch and Pug Cutting Machines, which are required at our Ganga Bridge Site,Munger(Bihar) for Manipur Project. The details of 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 BBUNL/BBJ. BBUNL/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 BBUNL/BBJ. BBUNL/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 will be borne by BBUNL/BBJ.  
**Notes** :-Manufacturer or their valid authorized dealer(s) is/are only entitled for submission their offer. Authorised dealer(s) should submit their **valid Authorisation Certificate, VAT Registration Certificate and Copy of PAN Card** along with their offer, otherwise their offer will not be considered.
3. **Validity of Rate** : Your quoted rate should be valid and firm for a period of 3(three) months from the date of opening of your offer.
4. **Delivery at** :- Ganga Bridge Site,Munger(Bihar).
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.5,000.00**(Rupees five thousand only) to be submitted with individual 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. **INSPECTION:**

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.

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 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.

10. **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.

11. **PERFORMANCE GUARANTEE**

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 & 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.

12. **SECURITY DEPOSIT** :- 10%(Ten) of the order value in the form of Demand Draft / Bank Guarantee / Pay Order to be submitted before receiving the order. The Security Deposit amount shall remain valid upto the guarantee/warranty period.

13. **EXCISE DUTY GATE PASS**

Necessary EXCISE DUTY GATE PASS (EDGP) to be provided by the Manufacturer/ supplier for availing MODVAT/CENVAT benefits.

14. **OPERATION CUM MAINTENANCE MANNUAL/ SPARE PARTS CATALOGUE**

You have to provide one set of the above relevant documents along with the supply.

15. **AFTER SALES SERVICE:**

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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **Last Date and Time of Submission of Offer:-** Your sealed quotation must reach to our Corporate Office, 27 R.N.Mukherjee Road,Kolkata-700 001 on or before **10<sup>th</sup> September,2015 by 12.30 p.m.**

(Tapas Sen)

**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 :- (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.	06 (Six) nos.		
2	<b>Welding Torch for MIG Welding Machine</b> <b>ESAB</b> make - <b>AUTO-K-400, Model PSF-405 (3 meter long)</b>	06 (Six) Nos.		
3	<b>Hand Cutting Torch with 3 Pipe</b> <b>ESAB</b> make <b>Nozzle mixing type Hand Cutting Blowpipes (NW 250)</b>	06 (Six) Nos.		

(Tapas Sen)