

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.  
(A GOVT. OF INDIA ENTERPRISE)

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eNIT/BBJ/TS/D-2654/GAS CUTTING SET/3129/2018/11-2018

12<sup>th</sup> FEBRUARY,2018

Sealed Tenders are invited from the manufacturers and also from their authorized dealers in connection with supply of "ESAB"/"ADOR"/"NESSER" or "Equivalent" make Gas Cutting Set with Accessories, required at our Mughalsarai Project Site,Mughalsarai. The description of our required item alongwith other terms and conditions are mentioned hereunder :-

1. **Item required** :- GAS CUTTING SET WITH ACCESSORIES = 24 SET  
MAKE:- "ESAB"/"ADOR"/"NESSER" OR "EQUIVALENT"

**Notes :-**

- **SUBMISSION OF BID** :- BIDS TO BE SUBMITTED ONLINE THROUGH e-Procurement System OF CPPP. A HARD COPY OF THE SUBMITTED BID SHALL HAVE TO BE SUBMITTED TO THIS OFFICE.
- **DIGITAL SIGNATURE CERTIFICATE(DSC)**: EACH VENDOR/SUPPLIER IS REQUIRED TO OBTAIN A CLASS-II OR CLASS-III DIGITAL SIGNATURE CERTIFICATE(DSC) FOR SUBMISSION OF TENDERS, FROM THE APPROVED SERVICE PROVIDER OF THE NATIONAL INFORMATION'S CENTRE(NIC) ON PAYMENT OF REQUISITE AMOUNT DETAILS ARE AVAILABLE AT THE WEB SITE STATED IN CLAUSE 2 OF GUIDELINE TO BIDDER DSC IS GIVEN AS A USB e-TOKEN.
- **CRITICAL DATES:**
  - Date of Publishing NIT & Tender Documents: **12.02.2018**
  - Document download Start Date: **12.02.2018 02:00 PM**
  - Start Date of uploading of bid document: **12.02.2018 3.00 PM**
  - End Date for uploading of bid document: **19.02.2018 03.00 PM**
  - Date of opening of Bid: **20.02.2018 03.00 PM**
- 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.
- **Following documents are to be uploaded and also submitted by each supplier/vendor with their Bid positively.**
  - (a). Copy of valid Trade Licence;
  - (b). Copy of GST Registration Certificate;
  - (c). Copy of valid Dealership Certificate (applicable only for valid authorized dealer of respective manufacturers of Gas Cutting Set).

2. **Rate** :- The vendors/suppliers must submit their offer **strictly as per Bill of Quantity( BOQ-1)** of this tender document. The bidder must quote their Basic Price/Unit Price which will be inclusive of delivery charges up to BBJ Mughalsarai Project Site,Mughalsarai. GST(as applicable) will be treated as extra. The price must be firm during the tenure of this supply/contract and no escalation of any account will be allowed.
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. **Delivery Place** :- The Braithwaite Burn And Jessop Construction Co.Ltd., Down Sick Line Departure Yard, E.C.Railway, Purani Malgudam Road,Mughalsarai,Dist-Chandauli,Uttarpradesh.
5. **Delivery Period**: - Within 30 days from the date LOI/Order whichever is earlier along with Manufacturer's Test Certificate.
6. **Payment** :- Within 30 days from the date of delivery and submission of bill with receipted challan.
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 **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.
8. **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.
9. **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.
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.

(Tapas Sen)  
Supervisor(M&P)