

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड

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)

PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 -3961

E-MAIL: info@bbjconst.com

Website :- www.bbjconst.com

BBJ/M&P/D-1136/EXIDE BATTERY/EPE/2022

6th June,2022

Sealed tenders are invited from "Exide Industries Limited" / their valid Kolkata based Authorized Dealers in connection with supply of "Exide" make Fully Charged New Batteries which are required for "TATA" Crane, Hydra, Compressor and also maintenance purpose in BBJ HPY in exchange with Old Batteries. The description of "EXIDE" make New Batteries and Old Batteries with other terms and conditions are detailed hereunder :-

1. **Item required** :-

- (a). "Exide" make Fully Charged Heavy Duty New Battery =04 Nos.
Battery Type:- 12 Volt 180 AH, Brand:- Xpress, Type:-XP 1800
- (b). "Exide" make Fully Charged Heavy Duty New Battery =02 Nos.
Battery Type:- 12 Volt 150 AH, Brand:- Xpress, Type:-XP 1500

Notes :- Rates are to be mentioned in figure and words both in **BOQ-1**.

Notes :- The following documents are to be submitted by Kolkata based Authorised Dealers/Distributors of M/s. EXIDE INDUSTRIES LIMITED with their offer/quotation/bid.

- (i). **Copy of valid/renewed Dealership Certificate of Exide Industries Limited ;**
- (ii). **Copy of GST Registration Certificate;**
- (iii). **Copy of PAN Card;**
- (iv). **Sealed & Signed copy of BBJ Tender Documents.**
2. **Rate** :- The Authorised Dealer/Distributor of "Exide" make Battery must submit their rate **strictly as per Bill of Quantity (BOQ-1)** of this tender document. Your quoted rates should be inclusive of delivery charges up to our Heavy Plant Yard,Kolkata-700 024. GST(as applicable) will be extra. No offer except "Exide" make battery will be acceptable against this NIT.
3. **Rebate rate** :- Rebate rate of old/unused "Exide" make each battery (25 plate capacity) should be mentioned in BOQ-1 clearly.
4. **Validity of Rate** : Your quoted rate should be valid and firm for a period of 90(ninety) days from the date of opening of your offer.
5. **Delivery Place** :- At The Braithwaite Burn and Jessop Construction Co. Ltd., Heavy Plant Yard, P-82 Taratala Road,Garden Reach,Kolkata-700 024 with Warranty Certificate/Warranty Card.
6. **Delivery Period** : - Within **15(fifteen) days** from the date of order.
7. **Payment** :- Within 45 days from the date of delivery and submission of bill with receipted challan and Warranty Certificate/Warranty Card.
8. **LIQUIDATED DAMAGES:**
If the successful bidder causes any delay in supply as per LOA/ Order whichever is earlier by disobeying the stipulated time frame then BBJ shall have the right to charge penalty @ 0.50% (zero decimal five zero percent) of the order value per week or part thereof, subject to a maximum of 5% (five percent) of Order value and the decision of BBJ in this respect shall be final.

9. **SUBLETTING OF WORK/SUPPLY:**

No part of Work/Purchase Order nor any share or interest thereof shall in any manner of degree be transferred, assigned or sublet by the vendor directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

10. **TERMINATION OF THE CONTRACT:-**

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies. Moreover, BBJ shall not be liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful bidder for any ground whatsoever.

The successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

The defaulting successful bidder shall not be issued any completion certificate for the contract.

All the statutory obligations including maintaining the all other local rules & regulations/ rules of local Govt. bodies should be abide & complied by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful Bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.) and the decision of BBJ in this respect shall be final.

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful bidder does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the BBJ, then BBJ shall be entitled after giving 48 hours' notice in writing to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

11. **JURISDICTION OF COURT:-**

12 The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between agencies/parties.

ARBITRATION :- In case a dispute or difference of any kind whatsoever, arises out of or relates to the Contract or ancillary / incidental as to the terms and

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conditions of it or relates to any matter for execution and/or performance of the Contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision / recommendation / interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

On the failure of the procedure prescribed above or if a party is dissatisfied with the decisions / recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by a notice in writing to the Competent Authority of BBJ clearly evince the intention to refer the disputes and differences that have arisen between the parties to Arbitration by constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated / cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.

It is also agreed by the parties that the Arbitration Proceedings shall be conducted in English language. The venue of Arbitration shall be Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

13. **Last Date of Submission** :- Your sealed quotation must reach to our Registered Office (The Braithwaite Burn And Jessop Construction Company Limited, 27 R. N. Mukherjee Road, Kolakta-700 001) **on or before 13th June,2022 by 2.00 p.m.**

(Tapas Sen)
Supervisor(M&P)

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BILL OF QUANTITY (BOQ-1)

BBJ/M&P/D-1136/EXIDE BATTERY/EPE/2022 dated 6th June,2022

Sl. No.	Description of item	Qty.	Rate Per No. (Rate to be mentioned in figure and words both) Rs.
A.	Fully Charged Heavy Duty New Battery as under :- 12 Volt x 180 AH capacity; Battery Type:- XP-1800 Brand :- Xpress Make:- "EXIDE" (With Warranty Certificate)	04 (Four) Nos.	
B.	Fully Charged Heavy Duty New Battery as under :- 12 Volt x 150 AH capacity; Battery Type:- XP-1500 Brand :- Xpress Make:- "EXIDE" (With Warranty Certificate)	02 (Two) Nos.	
C.	Grand Total :-(A+ B)		
	GST(as applicable) is extra		Percentage of GST to be mentioned.
D.	Rebate of Old Battery (25 Plate) as under :-		
i.	Make :- Exide Express	01 (One) No.	
ii.	Make :- Dynex	02 (Two) Nos.	
E.	Net Total :- (C - D)		

(Tapas Sen)
Supervisor(M&P)