

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: bbj@india.com ; info@bbjconst.com

Website :- www.bbjconst.com

NIT/BBJ/TS/D-3254/3132/2019

2nd November,2019

Sealed Offer/Quotation is invited from Kolkata based reputed Suppliers/ Stockist/ Dealers (in spares related to different type and branded of Cranes) for supply of "Drive Chain" required for "TATA" make TFC-75 Crane. The description of "Drive Chain" alongwith other terms and conditions are mentioned hereunder :-

1. **Item required** :-

- (a). "Drive Chain-2" (Pitch – 88), Part No. 20Z923D88("Diamond" make)= 02 Nos.
- required for TFC-75 Crane (Model :- "TATA")

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.
- **Following documents are to be submitted by the bidder with their offer positively.**

(a). **Copy of valid Trade Licence;**

(b). **Copy of GST Registration Certificate;**

2. **Rate** :- The vendors must submit their offer **strictly as per Bill of Quantity (BOQ-1)** of this tender document. The bidder must quote their rate which should be inclusive of delivery charges up to BBJ Heavy Plant Yard,Kolkata. GST(as applicable) will be extra.

The price must be firm during the period of supply/contract & no escalation on any account will be allowed.

If the successful bidder declines to execute the contract/supply at their quoted rate and terms & conditions, the EMD amount as deposited will be forfeited.

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** :- At The Braithwaite Burn And Jessop Construction Co.Ltd., (A Govt. of India Enterprise), Heavy Plant Yard, P-82 Taratala Road,Garden Reach,Kolkata-700 024 with the following documents :-
- (a). Manufacturer's Test Certificate of "Diamond" make Drive Chain;
- (b). Delivery Challan;
5. **Delivery Period**: - Within 07(seven) working days from the date of order.
6. **Payment** :- Within 30 days from the date of delivery and submission of bill with receipted challan.

7. **Earnest Money(EMD)** :- **Rs.5,000.00** (Rupees five thousand only) in the form of **Demand Draft/ Pay Order** in favour of **"THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD. "** payable at KOLKATA.

MSME/NSIC/SSI Units will be waived from submitting EMD subject to submission of Declaration of their UDYOG AADHAR MEMORANDUM(UAM) NUMBER ON CPPP.

The EMD amount of successful bidder will be converted into Security Deposit and the same amount will be released to the respective bidder within 30 days after completion of total supply/service/work without any interest subject to receipt of formal request from the awarded bidder.

The EMD lodged by the un-successful tender shall be refunded to the un-successful bidders immediately after finalization of the Tender.

8. **Liquidated Damage** :- If you fail to 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 as per 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.

12. **Last Date of Submission** :- Your sealed quotation must reach to our Registered Office(27 R.N.Mukherjee Road,Kolkata-700 001) **on or before 8th November,2019 by 12.30 p.m.**

(Tapas Sen)
Supervisor(M&P)

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BILL OF QUANTITY (BOQ-1)

NIT/BBJ/TS/D-3254/3132/2019 dated 2nd November,2019

Sl. No.	Description of item	Qty.	Rate Per No. (Rs.)
A.	"Drive Chain" – 2" (Pitch-88) Part No. :- 20Z923D88 Make :- "Diamond" (Required for "TATA" make TFC-75 Crane)	02 (Two) No.	
	Percentage of GST to be mentioned as extra.		

Notes:-

Rate should be mentioned in figure and words both positively.

(Tapas Sen)
Supervisor(M&P)