

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

Website :- www.bbjconst.com

BBJ/M&P/D-1123/SPARES-ESCORTS/3121/3131/3132/3134

6th February,2021

Sealed tenders are invited from Kolkata based valid Authorised Dealers/Distributors of "ESCORTS CONSTRUCTION EQUIPMENT LTD" in connection with supply of different type of spares required for 12 Ton capacity "ESCORTS" make Hydra at our Heavy Plant Yard,Kolkata.The description of spares and other terms and conditions in this respect is given hereunder :-

1. **Item required** :- As per attached "ANNEXURE-A"

Notes :- Rate to be mentioned in figure and words both.

Notes :- Kolkata based Authorised dealers/distributors of **M/s. ESCORTS CONSTRUCTION EQUIPMENT LTD** should submit the following documents with their offer, otherwise no offer will be entertained by BBJ against this NIT :-

- (i). **The Tender Document duly signed by the bidder with official stamp;**
- (ii). **Copy of valid Dealership Certificate of ESCORTS CONSTRUCTION EQUIPMENT LTD ;**
- (iii). **Copy of PAN Card;**
- (iv). **Copy of GST Registration Certificate;**
- (v). **Copy of acknowledgement of filling of GSTR 1 and GSTR 3B for the current financial year up to the month of tender(i.e. February,2021);**
2. **Rate** :- Your quoted rate should be inclusive of delivery charges up to our Heavy Plant Yard,Kolkata-700 024. GST(as applicable) will be extra.
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** :- The Braithwaite Burn and Jessop Construction Co. Ltd., Heavy Plant Yard, P-82 Taratala Road,Garden Reach,Kolkata-700 024.
5. **Delivery Period**: - Within **15 (fifteen) days** from the date of order.
6. **Payment** :- Within 45 days from the date of delivery and submission of bill with receipted challan.
7. **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.
8. **Termination of Contract**:- In the event, BBJ finds that the successful Tenderer's progress is consistently below the accepted pace based on the programme scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Tenderer 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 Tenderer, or, the entire balance work to be taken away from the successful Tenderer and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies for which the present successful tenderer herein shall be liable to pay all the incidental & extra cost to BBJ. Moreover, BBJ shall not be

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liable to pay any compensation or make good any damage/s or to effect any other payment to the present successful tenderer for any ground whatsoever.

All the statutory obligations including maintaining the RTO rule, rules of local Govt. bodies should be abide & complied by the successful Tenderer and any consequence comes out from the act or omission of the successful Tenderer which can result stoppage of work or the successful tenderer 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 Tenderer (such as forfeiture of EMD/Security Deposit, encashment of Performance Guarantee, non-payment/ forfeiture of Bill(s) 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 tenderer 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.

9. **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.

10. **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, Kolkata-700 001) **on or before 15th February, 2021 by 2.00 PM.**

(Tapas Sen)
Supervisor(M&P)