

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/TS/D-1601/SAFETY SHOE/HELMET/2147/3128

5th February,2018

Sealed Tenders are invited from reputed supplier/vendors in connection with supply of Safety Shoe and Safety Helmet which are required at BBJ Kharsia-Gurda Bridge Project Site,Chhattisgarh. The description of our required items alongwith other terms and conditions are detailed as hereunder :-

1. **Items required** :- As per enclosed "**BILL OF QUANTITY (BOQ-1)**"

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.
- Bidders should submit the following documents with their offer, otherwise no offer will be considered as valid offer against this NIT.

(a). Copy of valid Trade Licence;

(b). Copy of GST Registration Certificate.

2. **Rate** :- Your quoted rate should be inclusive of delivery charges up to BBJ Kharsia-Gurda Bridge Site,Chhattisgarh. GST (as applicable) will be extra.
3. **Validity of Offer** : Your offer should be valid and firm for a period of 180 days from the date of opening of offer.
4. **Delivery Place** :- At The Braithwaite Burn And Jessop Construction Company Limited, Bridge Site for Br.No. 17, Village:-Navrangepure, Near Dhonga Ghat,Thana-Kharsia,Dist-Raigarh, Chhattisgarh-496661

AND

At The Braithwaite Burn And Jessop Construction Company Limited,Kharsia-Gurda Bridge Site for Bridge No.24, near Kharsia Town, Village:- Pusaldah, Dist:- Raigarh,Chhattisgarh.

5. **Delivery Period** : - Within 30 days from the date of LOI/Order whichever is earlier.
6. **Payment** :- Within 30 days from the date of delivery and submission of bill with receipted challan.
7. **Earnest Money Deposit Amount** :- An amount of **Rs.5,000.00**(Rupees five thousand only) in the 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 without any interest subject to receipt of 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 still 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.

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**:- 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.

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. **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.

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 12th February,2018 by 11.30 a.m.**

(Tapas Sen)
Supervisor(M&P)

BILL OF QUANTITY - 1(BOQ-1)

Enclosure to BBJ's NIT ref. no. BBJ/TS/D-1601/SAFETY SHOE/HELMET/2147/3128 dt. 05.02.2018

Description of Safety Items	Qty	Unit	Rate Per Unit (Rs.)
Safety Helmet with adjustable knob at back side, as per specification conforming to IS:2925 and DGMS. Make:- "INTECH"/"HMP"/"NEO"/"UVIRAJ"/"KARMA"/ or any ISI make/brand with Manufacturer's Test Certificate.			
(a). Yellow Colour	200	No.	
(b). White Colour	20	No.	
(c). Red Colour	02	No.	
(d). Green Colour	02	No.	
Safety Shoe as per IS:15298- with Manufacturer's Test Certificate. Make:- "ACME"/"NEO"/"WORKTOES"/ANY ISI make Size of shoes :- 06, 07, 08, 09 and 11 Actual sizes and numbers required at the time of procurement.	200	Pair	
GST (as applicable) will be extra.			

Notes:-

- (a). Rate of above items are to be mentioned in figure and words both.
- (b). Rate of above safety items will be inclusive of delivery charges up to BBJ Chhattisgarh Project Sites (Bridge No. 17 & 24),Chhattisgarh. GST(as applicable) will be extra.
- (c). Percentage of GST of individual items with their HSN Code Numbers to be mentioned in the offer properly.

(Tapas Sen)
Supervisor(M&P)