

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](http://www.bbjconst.com)

BBJ/TS/D-870/ESAB-WIRE/2140

23<sup>rd</sup> May,2018

Sealed tenders are invited from "ESAB India Ltd" and also from their valid authorised dealers in connection with supply of "ESAB" make Copper coated Mild Steel Solid Wire. The description of our required item and other terms & conditions are detailed as hereunder :-

1. **Item required** :- As per enclosed **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.
- Following documents are to be submitted by each bidder with their Offer/Bid positively, otherwise, no offer will be considered against this NIT.
  - (a). **Copy of GST Registration Certificate;**
  - (b). **Copy of valid Trade Licnese;**
  - (c). **Copy of valid Dealership Certificate of "ESAB India Ltd."**
- 2. **Rate** :- Your quoted rate should be inclusive of delivery charges up to our BBJ Ganga Bridge Site,Munger(Bihar). 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 Place**:-  
At The Braithwaite Burn And Jessop Construction Co.,Ltd.(A Govt. of India Enterprise), Ganga Bridge Site, Dist:-Munger(Bihar), Pin-811201 with Manufacturer's Test Certificate.
- 5. **Delivery Period**: - Within **15 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(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 complete supply as per our order within stipulated period/time, 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.

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 **30<sup>th</sup> May,2018 by 11.30 a.m.**

(Tapas Sen)  
Supervisor(M&P)

## BOQ-1

Enclosure to BBJ's NIT no. BBJ/TS/D-870/ESAB-WIRE/2140 DT. 23.05.2018

Sl. No.	Description of Item	Qty.	Rate Per Kg is to be mentioned in figure and words both.
(a)	"ESAB" make Copper coated Mild Steel Solid Wire for SAW confirming to IRS:M39-2001, <b>Class W4</b> with laest amemded no. 2 of May,2005:- Mfg. by- M/s. ESAB India Limited Brand:- "OK AUTROD 12.24L" Dia:- 4.00mm	400 (Four Hundred) Kg.	
	% of GST to be mentioned as extra		

### NOTES :-

- (i). HSN Code No. of the above mentioned item should be mentioned in the offer positively.
- (ii). Except "ESAB" make, offer of any other brand/make will not be accepted/considered against this NIT.

(Tapas Sen)  
Supervisor(M&P)