

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

NIT/BBJ/M&P/D-2847/GROUT-FOSROC/3132

12<sup>th</sup> November,2020

Sealed Tenders are invited from reputed suppliers/vendors in connection with supply of Grout ("FOSROC GP2") required at Gadag Hotgi Bridge Site,Karnataka.The description of our required item alongwith other terms and conditions are detailed hereunder :-

1. **Item required** :-

"FOSROC GP2" (Mfg. by FOSROC CHEMICALS INDIA LTD) = 3.5 MT.

**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 Bid positively,.**
    - (a). **Copy of PAN Card;**
    - (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 **the Basic Price/Unit Price which will be inclusive of delivery charges up to our Gadag Hotgi Bridge Site,Karnataka. GST(as applicable) will be extra.** The price must be firm during the tenure of this supply / contract & no escalation on any account will be allowed.
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), Bridge No. 8 (Hole Alur), 1 KM from Hole Alur Railway Station, District :- Gadag, Karnataka – 582203. (Contact Person:- Shri Rajdeep Roy, Site In-charge, Mobile No.7980270545)
5. **Quantity** :- **3500 Kg.**
6. **Delivery Period** : - Within 15 days from the date of order with Manufacturer's Test Certificate.
7. **Payment** :- Within 45 days from the date of delivery and submission of bill with receipted challan.
8. **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.
9. **Earnest Money Deposit** :- An amount of **Rs.5,000.00**(Rupees five thousand only) to be submitted with individual offer, as EMD amount in form of **Demand Draft/Pay**

**Order** in favour of "The Braithwaite Burn And Jessop Construction Company Limited", 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.

The MSE bidders to note and ensure that the nature of services mentioned in the MSE Certificate matches with the nature of services of tendered work/supply. In case the nature of services mentioned in the MSE Certificate do not match with nature of services/supply of the tendered work, the offer will be treated as "Without EMD" and may be rejected.

10. **Security Deposit**:- For successful bidder, Earnest Money Deposit(EMD) will be converted into Security Deposit and will be retained by BBJ till successfully completion of supply without any interest. On receipt of formal application from the supplier for releasing the EMD, BBJ will release the amount after completion of entire supply.

MSME/NSIC/SSI units, who are exempted from submitting EMD, shall have to submit Security Deposit of the amount equivalent of EMD in the form of Demand Draft/Pay Order/NEFT/RTGS/Bank Guarantee within 15 (fifteen) days from the date of receipt of LOI/LOA, otherwise LOI/LOA will be cancelled and withdrawn. The bidder will be debarred from participating in future bid for a period of 01(one)year the date of LOI/LOA.

11. **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.
12. **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.
13. **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.
14. **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 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.

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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.

15. **Last Date of Submission** :- Your sealed quotation must reach to our Registered Office (27 R.N.Mukherjee Road,Kolkata-700 001) **on or before 19<sup>th</sup> November,2020 by 2.30 PM.**

(Tapas Sen)  
Supervisor(M&P)

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12<sup>th</sup> November,2020

**BOQ-1**  
**(BILL OF QUANTITY)**

Sl.No.	Description of item	Unit	Qty.	Rate Per Unit (Rs.)
(a)	Supply of Non Shrink, Free Flow, High Strength, Cementitious Grout (" <b>FOSROC GP2</b> " ) for filling the holes of Anchor Bolts of Bearing of 12 x 30.5M Span Welded Girder located at Gadag Hotgi Project Site,Karnataka. Manufactured by :- M/s. Fosroc Chemicals India Limited.	Kg.	3500	
	GST(as applicable)			Extra

**Notes:-**

- Percentage of **GST with HSN Code** of "**Fosroco GP2**" **Grout** to be mentioned properly.
- Your quoted rate should be inclusive of delivery charges up to Br. No.8 (Hole Alur), 1 KM from Hole Alur Railway Station, District:- Gadag, Karnataka-582203.
- No other charges except GST is acceptable.

(Tapas Sen)  
Supervisor(M&P)