

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/IOM/DIGITALTORQUE WRENCH/3134

10th July,2020

Sealed tenders are invited from reputed vendors/parties in connection with supply of Digital Torque Wrench. The item is required at BBJ Lounda Miraz Site,Karnataka. The description of our required item and other terms and conditions in this respect are detailed hereunder :-

1. **Item required** :-

Sl.No	Description of Torque Wrench	Qnty.	Rate(Rs.)
A.	DIGITAL TORQUE WRENCH – IST W850A Notes:- HSN Code Number to be mentioned properly.	02 Nos. (Two)	

Notes :-

- (a). **Rate to be mentioned in Figure and Words both;**
- (b). 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.
- (c). The following Documents are to be submitted by the individual bidder with their offer positively, otherwise, no offer will be considered against this NIT.
 - (i). **Copy of valid Trade Licence;**
 - (ii). **Copy of GST Registration Certificate;**
 - (iii). **Technical Brochure (including Capacity etc)**
2. **Rate** :- Your quoted rate should be inclusive of delivery charges up to our Lounda Miraz Site,Karnataka. GST(as applicable) will be treated as 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 Company Limited(A Govt. of India Enterprise) Rly. Br. No. 184, Krishna Bridge Site, PO:- Kudachi, Taluka:- Raibag, Dist:- Belgaum, State:- Karnataka, Pin:- 591311 with Manufacturer's Test Certificate and Guarantee Certificate.
5. **Delivery Period**: - Within **15(fifteen) days** from the date of LOI/ORDER, whichever is earlier.
6. **Payment** :- Within 45 days from the date of delivery and submission of bill with receipted challan.

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7. **Earnest Money Deposit** :- **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.

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.

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. **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 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.

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.

12. **Last Date of Submission and Opening of Bid** :- Your sealed quotation must reach to our Registered Office(27 R.N.Mukherjee Road,Kolkata-700 001) **on or before 17th July,2020 by 5.00 PM. Bid will be opened on 18th July,2020 around 11.30 A.M.**

(Tapas sen)
Supervisor(M&P)