

THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.  
(A GOVT. OF INDIA ENTERPRISE)

NIT/DGM(P-V)/AN/PAINT/D3058/3134

DT. 06.09.2021

27, RAJENDRA NATH MUKHERJEE ROAD  
KOLKATA - 700 001 (WEST BENGAL)  
PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961  
E-MAIL: : [info.bbjconst@bbjconst.com](mailto:info.bbjconst@bbjconst.com)

Sealed tenders are invited from reputed Paint Manufacturer/Authorised Dealer who is capable for supplying of Paint as per "Qualifying Requirements (QR)" and who will fulfil the given under are eligible to quote against the above NIT:

- (A) **NAME OF WORK:** Supply of **Zinc Chromate Red Oxide Primer (IS:2074)** for Londa-Miraj Doubling Project Site. Offers are to be received only from the following make manufacturer or its Authorised Dealer:-
- (I) Jenson & Nicholson Paints  
(II) British/Burger Paints  
(III) Shalimar Paints
- (B) The description of materials and other terms & conditions are detailed as hereunder:-

1. **Item required:-**

Sl. No.	Description	Qty. (Ltrs)	Rate Per Ltr (Rs.)
(a).	<b>Zinc Chromate Red Oxide Primer (IS:2074)</b>	300 (Three Hundred only)	
	Total		

Note :(Rate should be inclusive of delivery charges up to Karnataka Site. GST (as applicable) will be extra)

**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.

TENDERER(S)

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- Reputed suppliers/vendors should submit copies of the following documents with their offer, otherwise, their offer will not be considered against this NIT:- (a) Copy of PAN Card; (b). Copy of GST Registration Certificate. (C) Copy of Dealership Certificate.
2. **Rate:-** Your quoted rate should be inclusive of delivery charges up to Railway Br. No. 125, Vill. : Konnur, T.Q – Gokak, Dist. – Belagavi, Karnataka - 591231. GST (as applicable) will be extra.
  3. **Validity of Rate:** Your quoted rate should be valid and firm for a period of 03(three) months from the date of opening of your offer.
  4. **Delivery at:-** The Braithwaite Burn and Jessop Construction Co. Ltd., Railway Br. No. 125, Vill. : Konnur, T.Q – Gokak, Dist. – Belagavi, Karnataka - 591231.
  5. **Delivery Period:** - Within 30 days from the date of LOI/Order date.
  6. **Payment:-** Within 45 days from the date of delivery and submission of the bill with receipted challan along with Manufacturer's Test Certificate.
  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 the 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 a formal request from the awarded bidder. The EMD lodged by the un-successful tender shall be refunded to the unsuccessful bidders immediately after the 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. In case the nature of services mentioned in the MSE Certificate do not match with the nature of services of the tendered work, the offer will be treated as "Without EMD" and may be rejected.
  8. **Security Deposit:-** For successful bidder, Earnest Money Deposit (EMD) will be converted into Security Deposit and will be retained by BBJ till successful completion of supply without any interest. On receipt of a formal application from the supplier for releasing the EMD, BBJ will release the amount after completion of the entire supply. MSME/NSIC/SSI units, who are exempted from submitting EMD, shall have to submit a 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 a future bid for a period of 01(one)year the date of LOI/LOA.

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9. **Liquidated Damage:-** If you fail to complete supply as per our order within the stipulated period, 0.5% of the order value will be deducted from your bill per week of delay subject to a maximum of 5% of order value.
10. **TIME EXTENSION:**  
If the supplying part or full quantity is delayed due to reasons not attributable to the bidder, an extension of time without L. D. may be permitted as per the discretion of BBJ. However, for such an extension, the bidder has to apply with valid and authentic reasons prior to the expiry of delivery time. However, if the delay in supply is attributable to the bidder then L.D. clause as per CL. NO. 9 will be implemented.
11. **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 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 abide & comply with the successful Tenderer and any consequence comes out from the act or omission of the successful Tenderer which can result in stoppage of work or the successful tenderer fails to comply any of its respective Contractual obligation(s) within the 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 the expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

12. **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.

13. **GUARANTEE:**

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The supplier will stand a guarantee for the supplied quantity. If the supplied Qty. found defective, the defective Qty to be replaced by the supplier at their risk and cost.

14. **INSPECTION:** By Manufacturer Test Certificate.
15. **The manufacturing date of the paints should not be more than 01 (one) month old at the time of delivery.**
16. **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 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 the 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 the 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.

17. **Last Date of Submission:-** Your sealed quotation must reach our Registered Office (27 R. N. Mukherjee Road, Kolkata-700 001) on or before **13.09.2021** by 2.30 p.m.

(Animesh Neogi)  
Dy. General Manager (P-V)

TENDERER(S)

BBJ