

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
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NIT/BBJ/DGM(P-V)/D-1938/ALUMINIUM WIRE/2154/3135/G-52-2022

Dated: 13.06.2022

Sealed Tenders under Two – Part Bidding System (i.e. Techno-Commercial Bid & Price Bid) are invited from Manufacturers/Authorised Dealers/Reputed Suppliers in connection with supply of **ALUMINIUM WIRE** required for the work of construction of 6 x 76.2M Span Important Bridge over river Ganga at Allahabad between Jhunsi and Daraganj Station in the state of Uttar Pradesh. The description of Aluminium Wire and other Terms and Conditions are detailed hereunder :-

A.	SCOPE OF SUPPLY	3.15mm Dia Aluminium Wire as per IS: 2590, IS: 739. (The Technical composition of Aluminium to be spread shall be 99.5% Pure Aluminium) along with co-related Invoice and Test Certificate for Rods from which WIRE is drawn.
B.	DESCRIPTION AND QUANTITY	As per attached Scope of Work/ BOQ-A.
C.	DELIVERY PERIOD	In 2 equal Phases with Manufacturer's Test Certificate. (1 st Phase=3000 Kg within 30 days from the date of order and 2 nd Phase=3000 Kg within 180 days from the date of order).
D.	TENDER COST (Non refundable)	NIL
E.	EARNEST MONEY DEPOSIT (EMD)	Rs.25,000.00 (Rupees twenty five thousand only) in the form of Demand Draft/ Pay Order/NEFT / RTGS 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 OF CPPP/GeM Portal.
F.	DELIVERY PLACE	At The Braithwaite Burn and Jessop Construction Co. Ltd.(A Govt. of India Enterprise), Ganga Bridge Project, Katka Road(Old G.T. Road), Near Jhunsi Railway Station, PO:-Jhunsi, Dist:-Prayagraj, Pin:-211019(UP)
G.	MODE OF SUBMISSION	Online through Custom Bid under GeM Portal.

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

INSTRUCTION TO THE BIDDERS

1.0 MODE OF SUBMISSION OF BID:-

Bids to be submitted **online through Custom Bid under GeM Portal.**

Tender Document to be digitally signed by the bidders. The rates(in Indian Rupee) in appropriate space in the **BOQ-A** should be properly filled in. Tenders to be submitted in **TWO PARTS.**

2.0 Bids will be in **TWO PART.** 1st Part will be treated as **Techno Commercial Bid** and 2nd Part will be treated as **Price Bid.**

The offer/bid should comprise of:

- (i) Part-1 : Techno-commercial Bid & EMD
- (ii) Part-2 : Price Bid

Incomplete tenders submitted with qualified conditions(s) at variance with Instruction to Tenderers/ General Terms & Conditions are liable to be rejected summarily.

3.0 Only the techno-commercially acceptable Tenderers will get the intimation of opening of the price bid. Price Bid (Part-II) shall be opened at a different date for which separate intimation will be sent electronically via GeM Portal.

4.0 Any deviation of your Bid/Offer/Quotation will be treated as cancelled.

5.0 **TECHNO COMMERCIAL PART** :-

The Techno-Commercial Part will consist of :-

(i) **PRE QUALIFICATION CRITERIAL OF THE BIDDERS**

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of Technical Bid. Any bidder not qualifying PQC criteria will be rejected and Price Bid will not be opened.

The Techno Commercial Part should contain the following Documents, which to be uploaded with the offer :-

- (a) **Tender Cost** : Not applicable.
- (b) **EMD** amounting to **Rs.25,000.00**(Rupees twenty five thousand only) in the form of Pay Order/ Demand Draft/NEFT/RTGS drawn in favour of "THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED", payable at Kolkata. **Scanned copy to be uploaded in portal and instrument to be submitted physically along with other documents;**
- (c) Copy of GST Registration Certificate;
- (d) Copy of acknowledgement of filling of **GSTR 1 and GSTR 3B** for the current financial year up to the month of tender(i.e. June,2022);
- (e) Copy of PAN CARD;
- (f) Digitally signed copy of Tender Documents(except Price Part)/Sealed & Signed copy of BBJ Tender Documents(except Price Part);
- (g) Documents supporting to Eligibility Criteria as per Clause No. 3 of Special Condition of Cotract;
- (h) Copy of relevant documents/experience certificate showing past experience in respect of supply of ALUMINIUM WIRE as per specification mentioned in Scope of Supply/Work.

(B). **PRICE-PART :-**

Properly filled up **BILL OF QUANTITY (BOQ)-A** duly digitally signed to be uploaded in financial part.

- i) Bidder shall take into account all costs including unloading at the location of purchaser, cartage etc. for giving delivery of material at site(s) before quoting the rates. In this regard no claim what so ever shall be entertained.
- ii) The price quoted in financial bid shall be firm and shall include delivery charges and GST. Any variation in the taxes, duties, levies etc. till completion of contract/supply shall be to the bidder's account only.
- iii) No extra payment shall be paid on account of any discrepancy in nomenclature of items. The Bidder shall seek clarifications if any before submitting the tender.
- iv) No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained till supplies are completed to the designated location(s).

6.0 EXEMPTION FOR MICRO & SMALL ENTERPRISES:

- i) MSME/ NSIC/ SSI units will be waived from submitting Tender Fee & EMD subject to submission of declaration of valid UDYOG AADHAR MEMORANDUM (UAM) number on CPPP.
- ii) Micro & Small Enterprises units registered with National Small Industries Corporation (NSIC) will be given following benefits: -
 - a) Issue of Tender set free of cost
 - b) Exemption from payment of Earnest Money Deposit
- iii) Firms registered with NSIC under its "Single Point Registration Scheme".
(Exemption will apply only to items/ services indicated under description of work/ supplies / services & value up to which the firms are registered with NSIC).
To obtain the above benefits, firms should necessarily submit signed copy of valid Registration Certificate issued by NSIC. Firms who are in the process of obtaining NSIC Registration will not be considered for the benefits.

7.0 Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.

8.0 VALIDITY OF TENDER: – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.

SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS AND INTERPRETATION:

In this Tender Document, as hereinafter defined, the following words and expressions shall have the meaning as under:

- a) "**BBJ**" shall mean The Braithwaite Burn And Jessop Construction Company Limited having its registered Office at 27, R. N. Mukherjee Road, Kolkata- 700 001.
- b) "**TENDER**" shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Dealer/Agency in response to BBJ's Notice of Invitation to this Tender Document.
- c) "**ORDER**" shall mean a written Work/ Purchase Order issued by BBJ.
- d) "**TENDERER/ BIDDER**" shall mean the firm or Company (hereinafter called Tenderer/ Bidder) who duly submits the tender after accepting all the terms & conditions of the tender document.
- e) "**SUCCESSFUL BIDDER**" whose tender has been finally accepted by BBJ.

2. SCOPE OF WORK/SUPPLY :-

- (a) Aluminium Wire (3.15mm dia) as per IS:2590, IS:739(The Chemical composition of Aluminium Wire to be sprayed shall be 99.5% Pure Aluminium) along with co-related Invoice and Test Certificate for Rods from which Wire is drawn = **6,000 Kg.**

3. ELIGIBILITY CRITERIA OF THE TENDERER/BIDDER :-

- (a). Average Annual Financial Turnover **during last 3 years, ending 31st March,2022**, should not be less than **Rs.6.52 lakh per annum**. The bidders should submit the copy of audited Profit & Loss Account with Balance Sheet duly certified by qualified Chartered Accountant for the above mentioned period;
- (b). Experience of having successfully completed similar supply/works during **last 7 years ending 31.05.2022** to the one in which applications are invited should be either of the following :-
 - (i). **3(Three)** similar completed supply/works costing not less than the amount of **Rs.8.69 Lakh** or
 - (ii). **2(Two)** similar completed supply/works costing not less than the amount of **Rs.10.86 Lakh** or
 - (iii). **1(One)** similar completed supply/works costing not less than the amount of **Rs.17.38 Lakh.**

The bidder shall enclose/upload the copy of Purchase Order(s) related to supply of Aluminium Wire as per IS:2590, IS739 (The Chemical composition of Aluminium Wire to be sprayed shall be 99.5% Pure Aluminium) **during last 7(seven) years ending 31st May,2022.**

- c). "**Similar Work**" means supply of Aluminium Wire as per IS:2590, IS:739(The Chemical composition of Aluminium Wire to be sprayed shall be 99.5% Pure Aluminium) in any Govt. Deptt/Semi Govt. Deptt/Government of India Enterprise/Undertaking/Reputed Private Company.

4. **DELIVERY PLACE :-**

AT THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO.LTD.(A GOVT. OF INDIA ENTERPRISE), GANGA BRIDGE PROJECT, KATKA ROAD (OLD G.T.ROAD), NEAR JHUSI RAILWAY STATION, PO:- JHUSI, DIST:-PRAYAGRAJ, PIN:-211019 (U.P.)

5. **DELIVERY PERIOD :-**

DELIVERY TO BE COMPLETED **IN TWO EQUAL PHASES** AS UNDER :-

- (A). **1ST PHASE** – 3000 KG WITHIN 30 DAYS FROM THE DATE OF ORDER WITH CO-RELATED INVOICE AND TEST CERTIFICATE FOR RODS FROM WHICH WIRE IS DRAWN.
- (B). **2ND PHASE** – 3000 KG WITHIN 180 DAYS FROM THE DATE OF ORDER WITH CO-RELATED INVOICE AND TEST CERTIFICATE FOR RODS FROM WHICH WIRE IS DRAWN.

6. **EARNEST MONEY DEPOSIT:**

Deposit of EMD amounting to **Rs.25,000/-** (Rupees twenty five thousand only) may be made in the form of Pay Order/ Demand Draft/ NEFT/ RTGS drawn in favour of "The Braithwaite Burn And Jessop Construction Company Ltd.", payable at Kolkata and shall be valid for a period of 90 (ninety days) from the date of opening of the tender. In case the bidder withdraws their offer within validity period of their offer or fails to undertake the contract after acceptance of their tender, the full amount of EMD shall be forfeited. Tender(s) submitted without EMD or with less deposit of EMD than specified in the Techno-Commercial bid shall be rejected. EMD will be converted to Security Deposit and will be kept till completion of Maintenance Period for the successful bidder. For unsuccessful bidder, EMD shall be refunded immediately after finalization of the tender. EMD shall be interest free.

Bank Details for NEFT/ RTGS:

Name of Beneficiary: THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED.

Bank Name: STATE BANK OF INDIA

Branch: DALHOUSIE SQUARE (CALCUTTA)

Bank Address: 2, B. B. D. BAGH (EAST), KOLKATA – 700 001 (W.B.)

Bank Account No.: 11175160292

Bank Account Type: Current

IFSC Code: SBIN0001401

PS: In case of EMD submitted through NEFT/ RTGS, necessary documents need to be uploaded in CPP/GeM Portal and submitted along with the bid.

7. **RATE:**

The bidder must submit their offer strictly as per **Bill of Quantities(BOQ- A)** of this tender document.

The bidder must quote their rates as per **BOQ-A** which will be inclusive of delivery charges up to BBJ Ganga Bridge Site, Jhansi, Allahabad **and** GST.

The price must be firm during the tenure of this contract and no escalation on any account will be allowed.

Notes:

The award of the order or rejection of the bidder'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 bidder whose tender is not accepted shall not be entitled to claim any cost/ charges or expenses incidental to or incurred by the bidder through or in connection with the preparation and submission of the Tender/Offer to BBJ and in this regard the sole discretion of BBJ shall be final. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

8. SECURITY DEPOSIT:-

For successful tenderer, Earnest Money Deposit(EMD) will be converted into Security Deposit and will be retained by BBJ till successful completion of contract period without any interest. On receipt of formal application from the awarded tenderer for releasing the EMD, BBJ will release the amount after successful completion of contract period.

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 LOA/ORDER whichever is earlier, otherwise LOA/ORDER will be cancelled and withdrawn. The tenderer will be debarred from participating in future bid for a period of 01(one)year the date of LOA/ORDER.

If, the successful bidder not able to perform their work/service/supply within stipulated time/period after receiving of LOA/Order whichever is earlier, in that cases their EMD/Security Deposit will be forfeited by BBJ. In this respect the decision of BBJ shall be final.

9. QUANTITY VARIATION :-

May be considered as (+)/(-) 20%

10. INSPECTION :-

Inspection to be done by The BBJ Construction Co.Ltd. prior to despatch, if required.

11. PAYMENT TERMS:

Payment will be made within **45(forty five) days** from the date of delivery and submission of bill with receipted challan duly certified by Site-In-Charge of BBJ.

12. GOODS AND SERVICE TAX (GST)

(a). The **quoted price shall be inclusive of Goods and Service Tax (GST)**. The GST as legally leviable & payable by the successful bidder under the provisions of applicable law/ act shall be paid extra by BBJ as per successful bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services. HSN code must be provided by the bidder in BOQ.

(b). The bidder shall get registered with the GST authorities and their registration certificate shall be submitted along the bid documents (techno commercial). **Bid without GST number (in the name of the Bidder) shall be cancelled.**

(c). At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST)

amount shall be shown separately in invoice and also submit proper **Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.**

- (d). Bidder shall raise their tax invoice in regular interval as per order terms & conditions and uploaded their supply invoice in GSTN Portal through GSTR-1 return within 10th of next month. Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.

13. LIQUIDATED DAMAGE:

If the successful bidder causes any delay in performance as per LOA/ Order by disobeying the stipulated time frame then BBJ shall have the right to charge penalty @ 0.50% (zero decimal five zero percent) of the order value per week or part thereof, subject to a maximum of 5% (five percent) of Order value and the decision of BBJ in this respect shall be final.

14. SUBLETTING OF WORK

No part of Work/Purchase Order nor any share or interest thereof shall in any manner of degree be transferred, assigned or sublet by the vendor directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

15. GUARANTEE

The successful bidder will stand a guarantee for the quality supplied items. If supplied quality or quantity is found defective, the defective quality is to be replaced by the successful bidder at once without claiming any extra cost.

16. PERFORMANCE SECURITY DEPOSIT:

As security for proper and faithful fulfillment of the obligation under the order, Performance Security Deposit equivalent to the **5%**(five percentage) of the total Contract Value to be deposited by the successful bidder in the form of Demand Draft/Pay Order/NEFT/RTGS/Bank Guarantee within 15(fifteen) days from the date of receipt of LOA/Order whichever is earlier .

The Earnest Money (EMD) deposited by the successful bidder along with tender will be retained by BBJ as part of Security Deposit. The balance amount to make up with the total amount of Performance Security Deposit, to be deposited in the form of Demand Draft/Pay Order/NEFT/RTGS within 15(fifteen) days from the date of receipt of LOA/Order whichever is earlier.

MSME/NSIC/SSI units, who are exempted from submitting EMD, shall have to submit Performance Security Deposit equivalent to the **5%**(five percentage) of the total Contract Value in the form of Demand Draft/Pay Order/NEFT/RTGS/Bank Guarantee **within 15(fifteen) days** from the date of receipt of LOA/Order, whichever is earlier.

If the successful bidder is failed to submit their performance security deposit within 15 days from the date of receipt of LOA/Order whichever is earlier, so their LOA/Order will be cancelled and withdrawn. The bidder will be debarred from participating in future bid for a period of 1(one) year from the date of LOA/Order.

On receipt of formal application from the awarded bidder/supplier for releasing the security deposit, BBJ will release the security deposit amount without any interest after completion of total contract/service.

17. INDEMNITY

The successful bidder shall indemnify BBJ against all claims in respect of their contractual obligations including their non-compliance of statutory rules/obligations/laws/taxes and duties, etc.

18. TERMINATION :-

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder 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 Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies. 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 bidder for any ground whatsoever.

The successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

The defaulting successful bidder shall not be issued any completion certificate for the contract.

All the statutory obligations including maintaining the all other local rules & regulations/ rules of local Govt. bodies should be abide & complied by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful Bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills 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 bidder 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 expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

19. JURISDICTION OF COURT:-

The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between agencies/parties.

20. 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.

21. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently :-

- (a). Schedule of Items, Rates & Quantities
- (b). Scope of Work/Supply
- (c). Notice Inviting Tender
- (d). Instructions to the Bidders (IB)
- (e). General Conditions of Contract

22. IMPORTANT NOTES:

BBJ reserves the right to:

- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- (ii) Increase/ decrease/ alter the quantity /job description/ scope of work with corresponding change in the value of contract.
- (iii) Postpone or extend the above-mentioned date, split and distribute the

- work/supply among more than one bidder without assigning any reason what so ever.
- (iv) May ask for further qualification during techno commercial scrutiny of bids received.
 - (v) BBJ shall not be responsible for any delay, loss, damage for bids sent by post.
 - (vi) BBJ shall not be liable for any expenses incurred by bidder for delivery of materials or during preparation of bid irrespective of whether it is accepted or not.
 - (vii) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
 - (viii) If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.
 - (ix) The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
 - (x) BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.
 - (xi) Only the techno-commercially acceptable Tenderers will get the intimation of opening of the price bid. Price Bid shall be opened at a different date for which separate intimation will be sent through GeM Portal/CPMP.
 - (xii) The right to accept the tender will rest with the Company (i.e. The Braithwaite Burn and Jessop Construction Co. Ltd.). Further BBJ does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatever.

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