



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking Under Ministry of Railways)
HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 43,
TEL 2439-7415 / 4114 / 6613 / 7413, FAX :91 (033) 2439 7632 / 5607
MAIL: purchase@braithwaiteindia.com , Website: braithwaiteindia.com
CIN: U74210WB1976GOI030798

Tender Enquiry No: BCL/CW /AKC/Scrap Cutting & Shifting/2016/02

Dated: 28.12.2016

To,
M/s.

Sealed tenders are invited in Two Bid System for execute the **MS Scrap cutting & Shifting job** at BCL, Clive Works as per tender conditions.

- 1. Closing of Tender Box : 2.30 PM on 03.01.2017**
- 2. Opening of Part-I Bid of the tender : 3.00 PM on 03.01.2017**

The offer should comprise of parts as under –

Part-I : Techno-commercial Bid & EMD
Part-II : Price Bid

Both Part-I & Part-II shall be inserted separately in two (2) envelopes, sealed and super scribed with Tender No. and Part No. These two bids shall be put in a 3rd Envelope, sealed and super scribed with Tender No. and Due Date.

Sealed Tender, addressed to General Manager (MM), Braithwaite & Co Ltd. Clive Works, 5, Hide Road, Kolkata - 700043 may be dropped in our **Tender Box No. 2** (in case of hand delivery) or may be sent by Registered Post but must reach us positively within **03.01.2017 (due date) by 2.30 PM**. No offer shall be received after closing of tender box.

The Techno-commercial Bid shall be opened on **03.01.2017 at 3.00 PM**. Tenderers may depute their authorized representative during opening of the tender. The price bid shall be opened for techno-commercially acceptable bidders for which opening date and time will be intimated in due course. .

Tender documents can also be downloaded from our website www.braithwaiteindia.com. and offer can be submitted meeting the tender requirements.

An unconditional acceptance of commercial terms & conditions stipulated in Part-I of this tender is to be given along with the offer.

For Braithwaite & Co. Ltd.

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A. Following documents to be submitted along with the Techno commercial bid(Part-I) of the offer

- a) For NSIC/MSME/SSI registered bidders, copy of valid documents along with indication for ownership (i,e whether the owner is of SC/ST category). In case the owner is of SC/ST category, necessary documents is to be submitted
- b) Copy of PF,ESI,Labour License Service Tax registration, ,

Description of Job:

Job Description	For Clive Works
<p><u>Scrap Cutting & Shifting</u></p> <p>M.S.Scrap (IS:2062).....</p> <p>Scrap size (MS) Length: 3000 mm (max) or below, Width-600 mm (max) or below.</p> <p>Scrap Type: Old damaged, Un-used/obsolete structures, Jigs & Fixtures, dye tools etc.</p>	<p>2000 MT</p>

- Note: (i)** Bidders are requested to visit the site (Clive Works) before quoting
- (ii)** In case of any query regarding sample before quoting, bidders may contact Works Manager (I/C) CW & VW of BCL, Clive . No claim shall be entertained afterward.
- (ii) Bidders are also requested to submit a” Declaration Form”** (attached with the tender copy) submit the same along with their Techno commercial Bid, considering that the bidders have gone through the job details, scope of work, Scrap location, & site details etc.

B. **Instruction to Bidders**

- a) **Un-Conditional Acceptance:** Party should have to submit the Un conditional Acceptance of our tender’s terms & conditions along with Techno Commercial Bid
- b) **Alteration/ Inclusion /Deviation:** shall not be allowed once the bid is submitted
- c) **Corrections (if any) :** All corrections (if any) must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be invalidated.
- d) **Document:** Bidders shall submit copy of valid Service Tax Registration, PF,ESI, Labour license along with Techno Commercial Bid
- e). **Declaration: Must be attached with the Techno Commercial Bid with duly signed & stamped by the party (regarding the acceptance of the parameter of the job). Declaration Form attached with the tender.**
- f) **Un Quoted Price Bid: Bidders shall submit a copy of Un quoted Price Bid duly signed & stamped (I,e copy of price bid without any price figure but mentioning as “Price Quoted “) along with Techno Commercial Bid. In case prices are quoted in Techno Commercial Bid , such offers will be rejected**
- g) **Cartel formation:** Wherever all or most of the bidders quotes equal rates and cartel formation is noticed , BCL reserve the right to place the order on one or more bidders with exclusion of the rest without assigning any reasons thereof
- h) **.Price bid Part shall be opened only if Part -1 is qualified**

Scope of Work / Responsibilities of the contractor

a) Traceability of Materials

Material shifting within the shop floor as per instruction of In-Charge of Workshop (before and / or after gas cutting operation)

b) Gas/ Plazma cutting of identified scrapped material

i) Scrap Size

Length : 3000 mm (max) or below

Width : 600 mm (max) or below. i

c) Safety measures to be taken as per industrial norms. BCL will have no liability in this regard.

d) All work to be done as per instruction of Works Manager (I/C) – CW & VW or Work Shop in charge.

e) Machineries & Manpower

i) Gas cutting set along with accessories (viz Hose Pipe, Nozzles, regulators etc) to execute the job.

ii) Other required tools & tackles/equipment/accessories to execute the job in all respect.

iii) Skilled labours along with supervisors, EOT crane Driver & it's Slinger.

BCL's Responsibility:

Consumables

i) LPG & Oxygen Gas will be provided by BCL

Plant & Machineries

ii) BCL Will provide Electricity, Working space & water

ii), EOT Crane (Without operator)

Credentials for Website Bidders :

Bidders quoting against website display should submit the copies of Purchase Orders/ Bills/Completion Certificates, etc for the similar Job towards experience during last 3 years ending on 31.03.16 and the copy of PF, ESI, Service Tax Registration Certificate and copy of Labour License, PAN & Income Tax Return copy Those bidders shall also submit audited/CA certified Balance Sheet and Profit & Loss Accounts for the last 3 years ending on 31.03.2015. Such bidders should have:

Eligibility criteria

The bidder should be a structural & fabricated contractor of any engineering company.

Financial Eligibility

Average annual turnover (30% of 20 Lakhs) **Rs. 6.00 Lakhs** during last 3 (three) years ending on 31.03.15

Technical eligibility

- i) The bidder shall have successfully executed 1600 MT structural & fabrication job along with shot blasting & painting to any engineering industry in India. The quantity could be through a single order or multiple orders in last 3 (three) years ending on 31.03.2016
- ii) Self certified copies of purchase orders shall be enclosed along with the offers. Completion certificate/Payment. receipt or voucher/ receipted challans or any any document as an evidence of executed/supplied order quantity shall be submitted
- iii) The bidder shall have PF,ESI Service Tax registration,,Labour License, PAN with the concerned authority. Copies of certificate & Income Tax Return copy should be submitted along with Techno Commercial Bid.

Similar Job means:

Material handling, marking, gas cutting, welding, fitting, finishing with shot blasting, painting, and loading to vehicles viz Truck/Trailer for dispatch of fabrication & structural job/components in any engineering company.

General Terms & Conditions:

1) Earnest Money Deposit (E.M.D.): Rs.10,000/- (Rupees Ten Thousand Only)

Earnest Money Deposit of Rs.10,000/- is required to be submitted by Pay Order/ Demand Draft / Bank Guarantee in favour of Braithwaite & Co. Limited, payable at Kolkata, failing which tender will not be considered. In case of BG, the validity period should initially be 120 days from the date of opening of your offer. However, for SSI Units with valid single point registration with NSIC for the tendered items, DGS&D RDSO approved vendors, MSME PSUs payment of EMD can be considered for exemption. For NSIC registered bidders, exemption shall be to the extent of monetary limit granted on submission of valid NSIC registration certificate for the tendered items

EMD/ will be forfeited or revoked if the bidder withdraws, amends, impairs or derogates and/or if the price is escalated later within the period of validity of their offer.

EMD shall be returned to unsuccessful bidder only after finalization of the contract.

EMD will be refunded to the unsuccessful bidder without any interest. For successful bidder entire amount of EMD will be retained till submission of security deposit. In case the contractor desires, EMD can be converted to security deposit and in that case the balance amount of security deposit is to be submitted by the contractor in the manner specified in the tender

2) Security Deposit : 5% of the order value only in the form of DD/Pay Order / Bank Guarantee from an Indian Nationalized Bank to be submitted by you within 15 (Fifteen) days on receipt of Purchase Order. Security Deposit will be released and returned to the supplier/ contractor on completion of total job.

Security Deposit may be waived for SSI, NSIC, MSME units, PSU and vendors registered/ approved by DGS&D & RDSO.

Security Deposit may also be built up by deducting the amount proportionately from each bill of the supplier/contractor on their request. However, 50% of the total amount of security deposit is to be deposited by you on receipt of purchase order. Balance 50% may be recovered from running bill.

- 3) **Performance Guarantee:** You shall have to submit Performance Bank Guarantee for 5% of the order value before receipt of 1st payment. However, Security Deposit (if submitted) may be converted to Performance Bank Guarantee. The PBG shall be released after completion of execution of total job against the order
- 4) **Payment:** 100% payment will be made with a credit period of 30 days after completion of job viz bill will be accepted after dispatching the materials on monthly basis.
- 5) **Bill Certifying Authority:** Works Manager (I/C) CW & VW or his authorized representative.
- 6) **Taxes & Duties:** Taxes & duties shall be paid as per prevailing rate as effective at the time of execution of job, against submission of documentary evidence.
- 7) **Offer validity:** Offer should remain valid for 90 days from the date of opening of price bid
- 8) **Inspection:** By BCL-, CW
- 9) **Price:** Execution at BCL-Clive Works, Kolkata-43.
- 10) **Price Confirmation:** Ordered Rate shall remain firm till to the completion of the Job. Price variation shall not be entertained by BCL during the currency of contract period / till completion of job.
- 11) **Loading & Unloading & shifting of materials:** Shifting, Loading & Unloading of materials from the transport during dispatch of the materials will be your responsibility.
- 12) **Execution/completion/Delivery :** As per our requirement and job should be completed within 15.03.17. You should contact the respective authority of CW/VW for execution of job
- 13) **Mobilization of equipments & Manpower:** Contractor shall mobilize all equipments and manpower within 07 days from the date of receiving of PO/LOI
- 14) **Liquidated Damages:** In the event of failure to execute the job within the stipulated delivery date, BCL reserves the right to recover a sum of 0.5% for every week or part thereof by way of Liquidated Damages, subject to a maximum of 10% of the unexecuted quantity.
- 15) **Risk Purchase:** In the event of failure or delayed execution of awarded job within the stipulated period of time, BCL reserves the right to get the job done by other agency/agencies on risk purchase basis and recover the extra cost thereof, if incurred from you..
- 16) **Arbitration:** All questions, disputes or difference, whatsoever, shall arise between the purchaser and the supplier upon or in relation to or in connection with the contract either may forthwith give to the notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of the sole Arbitrator MD/CMD-BCL shall have the right and authority to appoint any officer of the Company as Arbitrator, not below the rank of General Manager who is not directly connected with the Purchase Order

.Such a reference submitted to the Arbitrator shall be deemed to be the submission to the Arbitrator within the meaning of the Arbitration and Conciliation Act, 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata
- 17) **Jurisdiction:** Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata
- 18) **Bad workmanship:** In cases of bad workmanship and If the job is not satisfactory. BCL shall reserve the right to forfeit Security Deposit/Invoke Risk Purchase Clause /other penal actions as deemed fit and arrange for new party for this job

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.19) Order Quantity Variation:

(a) Order quantity may vary depending upon our requirement to the extent or +/30% of the tendered quantity as per discretion of BCL, at the same rate & terms

(b) BCL reserve the right to place repeat order for maximum of 75% of order quantity and value at the same rate, terms & conditions.

20) Termination of Contract: BCL reserve the right to terminate the order at any point of time in case of non-performance/non-compliance of delivery schedule/poor quality of materials/bad workmanship by giving 7 days notice.

PART-II : PRICE BID**PRICE SCHEDULE**

- 1) The rate to be quoted both in figures & words,
- 2) The quoted rate should not be different in between figures and words . If there is any difference in between the figures and words , we will take the quoted rate in words only
- 3) Overwriting in price figure of the quotation will be rejected.
- 4) The bidder shall submit rate in the following format
- 5) Lowest bid evaluation shall be made on the basis of Total Amount received from a bidder..
- 6) **Quoted rate shall not include Service Tax which shall be paid by BCL extra against documentary evidence as per Govt.Rule.**

PRICE FORMAT

SI	Job Description	Approx. Qty/MT	Labour charges Per MT.(Rs)	Total Amount for 2000 MT (Rs)
	<u>Scrap Cutting & Shifting at BCL Clive Works</u>	(a)	(b)	C (b x a)
01	M.S.Scrap (IS: 2062)	2000		

Braithwaite & Co. Ltd.

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D E C L A R A T I O N

(To be submitted by the bidders along with their Techno Commercial Bid)

To
M/s. Braithwaite & Co. Limited,
(A Govt. of India Undertaking)
5, Hide Road,
Kolkata-700 043.

Dear Sirs,

I / We had go through the details of this Tender vide no.dated
..... due onThe scope of work
and all terms & conditions of this tender is acceptable to us. I /We had paid a visit at BCL – CW & VW,
site of the work place for the details and we are also aware of all sorts operation including labours ,
material handling and other facilities related to this job as per the tender conditions.

Hence, I/ We are giving an undertaking that we are able to provide. suitable technically competent
people capable of operating/ execute the job.

Moreover, we are declaring that we are aware of all technical / statutory/safety requirements and
intricacies involved in running the said job

We will mobilize our technical team along with equipments & manpower within 07 days after receipt of
PO/LOI, if the order goes in favour of us.

Signature of the Party/Bidders

Designation:

Name of the Firm/ Concern/Company

Seal of the Firm/concern/company::