



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railway)
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CIN: U74210WB1976GOI030798

Tender Enquiry No: BCL/PUR/MNG-PD/GANTRY RAIL/AW/18

Dt: 09.11.2018

Due Date: 22.11.2018

Sealed Tenders are invited in Two Bid system for engagement of contractor for Repairing/Straightening of Gantry Rails at Foundry Moulding Bay & Fabrication Bays at BCL-Angus Works.

The jobs are to be carried out at BCL-AW. Bidders are requested to visit site and inspect and understand the job to be performed before submitting offer. Bidders shall contact Maintenance -in-charge – AW. No claim shall be entertained afterwards.

(i). Closing of tender Box: 14.30 hrs. on **22.11.2018** (ii) Opening of Part-I bid : 15.00 hrs. on **22.11.2018**

The offer should comprise of parts as under:

(a) Part-I : Techno-commercial bid . (b) Part-II: Price bid

Both Part – I & part – II shall be inserted separately in two (2) envelopes, being sealed and super-scribed with our Tender No. and Part No. These two envelopes bids shall be put into a 3rd envelope, which should also be sealed & super-scribed with **Tender No, Due Date & Box No.**

Tender will be considered cancelled if the documents required for Part – I (Techno Commercial Bid) & Part – II (Price part) bids are not placed in respective / proper envelopes.

Sealed Tender, addressed to **Sr Manager(Purchase), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043** 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 **22.11.2018(due date) up to 14.30 hrs.** No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt.

The techno commercial bid (Part –I) shall be opened on **22.11.2018** at **15.00 hrs.** Tenderers may depute their authorized representative to be present during opening of the tender. The price bid(s) (Part – II) shall be opened for techno- commercially acceptable bidders only for which opening date and time will be intimated in due course.

The bidder should have registration with PF, ESIC, GST. Bidder should also have PAN Card. Copies of the same are to be enclosed with the Techno-commercial Bid.

An unconditional acceptance of all notes, terms & conditions of the tender must be given along with Part-I offer.(Techno Commercial Bid)

QUALIFYING CRITERIA and CREDENTIALS for WEBSITE BIDDERS:

Bidders who are quoting against website display should submit all papers related to their credential and meet the following eligibility conditions and shall submit the relevant documents along with Techno commercial Bid:

Financial Eligibility:

The bidder should have average annual turnover of **Rs. 0.58 lakh** during last three years ending on 31.03.2017 and also should have earned net profit in any of the last three years.

The bidder should submit a copy of audited / chartered accountant certificated Balance Sheets and Profit & Loss Accounts for the last 3 years ending on 31.03.17.

Technical Eligibility:

- (i) **Experience of having successfully executed crane/ gantry repairing job during last (7) seven years ending 3103.18**
- (ii) **The bidder should submit a copy of Work Order / Purchase Order & completion certificates / certified bill that the bidder has successfully executed the same as per the above technical eligibility condition.**
- (iii) **The bidder should have registration with GST. Copy of the same are to be enclosed with the Techno-commercial Bid.**
- (iv) **For start up MSE vendors, relaxation in experience and turnover will be applicable as per norms.**
- (v) **The above documents are to be submitted in the Techno-commercial Bid.**

A. SCOPE OF WORK

Repairing of gantry rail in foundry shop, Fabrication shop at Angus Works

1. Inspection & measurement of span of Gantry Rail structure and inspection report to be prepared and signed jointly for taking appropriate action.
2. Dismantling of damaged existing rail, square clits/Rail clamp, cup washer sets. etc.
3. Removal of existing bottom plate, thorough cleaning/ de-rusting by scrapping and wire brushing of top surface of the gantry girder.
4. Thorough cleaning/ de-rusting by scrapping and wire brushing rail/square clips, cup washer sets. etc.
5. Painting the same by using 2 coats of primer paints (Red oxide). Paint will be supplied by BCL free of cost.
6. Re fixing of the gantry rail/square clits, ensuring proper straightness, leveling & alignment with bottom plate.
7. Square Clits of suitable size to be manufactured by the party. All work for fixing of Rail to be done by 2/4 Nos.(Apprx) of square Clits and cup set in zig zag position at each meter of rail.
8. New Chequered plate/ MS plate having 700mm (apprx) width to be fixed on the platform by suitably strengthening the structures. Tightness of structures for holding the Gantry Girder is also to be done. Structural materials will be supplied by BCL at free of cost.
9. Span of gantry rail & leveling to be checked by water level. Calibrated measuring tape to be used for measurement of span and to suit the requirement of existing crane installed in the bay.
10. End Stop (both side) to be re-strengthened/ fabricated and fixed in line with the buffer of crane.
11. Existing Hand railing of each bay will have to be strengthened and painted.
12. Testing & commissioning of Gantry rail including trial run of smooth running of crane.

REPAIRING of GANTRY Rails shall be carried out Location/ Area wise in all respect.

Job areas are as follows:

Sl.No.	Bay Length (Approx.)- M	Location /Crane No.
1	90	Foundry Moulding Bay /Crane Nos. Old 5 & New 5
2	138	Fabrication(Preparation) Shop (Crane Nos. Cr-22 & 23)
3	132	Fabrication(Diesel) Shop (Crane Nos. Cr-26 & 27)

Note : All the above lengths of Bays are tentative. Actual quantities may change depending upon actual requirement. Payment will be made based on actual requirement.

B. BCL Responsibility:

- # Power supply and material handling arrangement will be available Angus works at free of cost.
- # Structural materials required for the job will be supplied by BCL at free of cost.
- # Inspection: Quality is to be ensured by the manufacturer /Supplier. However Braithwaite reserve the right to inspect the ordered materials.
- # Three phase electrical power, water, ladder, scaffolding materials will be available Angus Works at free of cost.
- .# Gas, compressed air, Paints etc. will be supplied by BCL at free of cost.

C. Contractor Responsibility:

- # Party has to provide all the tools & tackles to their workmen.
- # Welding cable, Manila rope, gas pipe, wire brush, emery paper, kerosene oil etc will have to be brought by party at free of cost.
- # The contractor must ensure precautionary safety measures for the workmen for working at height of 12 M. Document for insurance coverage of the workmen must be produced to the officer in charge before start of work. This is mandatory and if the contractor fails to provide the same BCL will not allow the contractor to start the work. Entry of all requisite materials shall be properly recoded at Security Office.

GENERAL TERMS & CONDITIONS

1) Braithwaite & Co limited reserves the right to:

- Cancel the tender at any stage.
- Postpone the above-mentioned due date.
- May ask for further clarification / documents during techno commercial scrutiny of bids received.
- BCL shall not be responsible for any delay, loss, damage for bids sent by post.
- BCL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- 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.
- If the bidder deliberately gives any wrong information in his tender to create in circumstance for the acceptance to his bid, Braithwaite reserves the right to reject such application.

2) Security Deposit :

- (a) For due fulfillment of the contractual obligations, the successful bidder shall have to furnish a sum equal to 5% of the contract value towards Security Deposit in the form of Demand Draft / Pay Order drawn in favour of "BRAITHWAITE & CO. LTD.", payable at Kolkata or a Bank Guarantee (as per format provided by BCL) within 15 days from the date of issue of the Purchase Order. In case of submission of BG towards Security Deposit, BG shall cover the desired validity plus 03 months claim period.
- (b) Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of the Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill.
- (c) Security Deposit may be waived for SSI, NSIC, MSME registered bidders and PSUs.
- (d) Security Deposit will be returned only on completion of obligations under the contract. **MSME bidders should have to submit UAM number failing which such bidders will not be able to avail the benefits as per Public Procurement Policy for MSE vendors.**

3) Performance Guarantee:

The contractor shall have to submit Performance Bank Guarantee for 5% of Order value as per format to be provided by BCL after placement of order. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The Performance Bank Guarantee shall remain valid till completion of obligations under the contract.

The Security Deposit, if submitted, may be converted to Performance Guarantee. The contractors who will submit Security Deposit, no performance Bank Guarantee is required to be submitted by them in such case.

While submitting request for release of Security Deposit / PBG after completion of awarded job, contractor shall submit necessary SD / PBG details, P.O details and execution details as per requirement of BCL.

4) Validity: Offer shall remain valid for a period of 90 days from the date of opening of this tender.

5) The entire jobs are to be carried out at Angus Works areas and under the supervision and instruction of Maintenance In-charge – AW or his any authorized representative.

6) **Completion time** : The job to be completed within 03 months from the date of issuance of P.O/LOI.

7) **Guarantee/Warranty** : 12 months from the date of handing over of the executed job to BCL maintenance.

8) Statutory Obligations:

The contractor will have to comply with all statutory responsibilities in regard to the Contract labour (Regulation & Abolition) Act, 1970, Contract Labour (Regulation & Abolition) Rules, 1970, E.S.I. Act Scheme, Minimum Wages Act & Rules as fixed by Govt. time to time, P.F. Act, 1952, Pension Act and allied scheme, Payment under Bonus Act, To contribute as per Provident Fund Act, 1952. E.S.I. Scheme Act and Scheme & Minimum Wage Act & Rules as fixed by Govt. time to time. The bidder should also have GST, PF & ESI registration. Copies of the same are to be enclosed with Techno-commercial Bid.

9) Liquidated Damages:

Timely execution of the job and maintaining the delivery schedule is the essence of the contract. The job will have to be completed as per the delivery date mentioned in the Purchase Order. In case of non-execution of the job as per delivery schedule, the LD clause will be imposed @ 0.5% per week subject to maximum 10% of the order value.

10) Risk Purchase:

In the event of failure or delayed execution within the reasonable period, the order may be cancelled and the purchaser reserves the right to get the job done by other Agency / Agencies on Risk Purchase basis and shall recover the extra cost thereof, if incurred from the contractor. BCL reserve the right to forfeit the Security Deposit/PBG also of the defaulting firm.

11) 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 sole Arbitrator who shall be the Chairman & Managing Director of BCL and he shall have the right and authority to appoint any Officer of the Company as Arbitrator not below the rank of a 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.

Any legal dispute that may arise will be settled within the jurisdiction of Courts at Kolkata.

12) Payment:

Stage-wise payment will be made after completion of job of each area in all respect. 90% payment for each area shall be made with 30 days credit period from the date of acceptance of bill for a particular area certified by the Engineer in – charge / In-charge (Maintenance)-AW. Payment of balance 10% of Job value will be made after completion of entire job duly certified by the Engineer in –charge / In-charge (Maintenance)-AW.

13) **Regarding payment of GST :** All Challans , Invoices shall be in the form specified by GST Authority.HSN/HAC Code shall have to be mentioned. BCL reserves the right to keep the payment of GST amount on hold till receipt of Input tax credit by BCL is ensured. In case of non-compliance, regarding documentation/monthly return to ensure availing input tax credit (ITC) by BCL, BCL also reserves the right to deduct the resultant amount.

14) Quoted rate(s) should remain firm up to end of the contract period. No price variation whatsoever will be entertained afterwards till completion / full execution of the contract.

Annexure – 'A'

"DECLARATION OF THE TENDERER"

That I / We _____ am/ are hereby visited the site at Angus Works and contacted In-Charge-Maintenance (AW)/ Authorized representative of Maintenance(AW) for the jobs to be performed by us. Accordingly, we understood the job(s) & the obligations to be performed under the contract, if awarded, and rates quoted accordingly. No claim whatsoever shall be considered afterwards in this regard.

That I / We have fully read and understood scope of work & technical details and rate quoted accordingly.

We hereby confirm that the work under subject tender shall be executed in the desired time schedule, if awarded the contract.

I / We may be punished as per law for any wrong information, misleading facts provided in the tender form besides rejection of my / our tender.

In case of any dispute, the Jurisdiction will be at Kolkata only.

I / We have carefully read the Tender Document, Scope of Work, General terms and conditions for the job and I / We solemnly declare that the terms & conditions are acceptable to me / us & binding on me / us.

Place:

Signature of the Tenderer

Date:

Name of the Tenderer: _____

Full address with seal & stamp: _____

PRICE BID (PART – II)

- i. Price Bid Part shall be opened only if Part –I is qualified.
- ii. This part should be free from any condition.
- iii. Unquoted price bid (without price) must be given along with part-I offer.
- iv. No correction, alteration, over writing etc. will be allowed.
- v. Price Bid without signature shall be considered as cancelled.
- vi. Rate(s) quoted must be written both in figures & words, in case of difference, the rate quoted in words shall be considered.
- vii. The bidder shall submit rates as per following formats.
- viii. Evaluation of lowest bid shall be made on the basis of **GRAND TOTAL** as given in Price Bid Format.

Price Bid Format :

Sl.No.	Description	Bay Length (Approx.)- Mtr (A)	Location	Rate per R/M (Rs.) (B)	GST (Rs.) (C)	Total inclusive of GST (Rs.) D = A x (B+C)
1	Repairing/Straightening of Gantry Rails at Foundry Moulding Bay & Fabrication Bays at BCL-Angus Works.	90	Foundry Moulding Bay			
2		138	Fabrication (Preparation) Shop			
3		132	Fabrication (Diesel) Shop			
Grand Total (Rs in words)						

Note : GST rate to be mentioned in the offer.