



ब्रेथवैट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)

BRAITHWAITE & CO LIMITED

(A Government of India Undertaking)

MINISTRY OF RAILWAYS

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700 043

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CIN-‘U74210WB1976GOI030798’

Tender Enquiry No: BCL/PUR/GANTRY RAIL REPAIR/SS/2018-19

Dated: 31.12.2018

Sealed offers are invited in **TWO BID** system, for supply Repairing and Replacement of Damaged Gantry Rail with rectification of adjacent girders at BCL – Clive Works and Victoria Works as per scope of supply and terms & conditions given in the tender.

- 1) Closing of Tender Box: 2.30 pm on 14.01.2019
- 2) Opening of Part – I bid: 3.00 pm on 14.01.2019

Your Quotation shall comprise of two parts –

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

Both the parts shall be submitted separately in two envelopes and these shall be put in a 3rd envelope and all the 3 envelopes shall be super-scribed with our Tender Enquiry No., Date & Due date. The quotation will be considered as cancelled if the documents required for Part-I & Part-II are not placed in the respective envelope.

Quotation must be sent in sealed cover either by Registered Post or may be dropped in our **Tender Box No. 2** in case of hand delivery.

Sealed quotations addressed to Sr. Manager (Purchase) Braithwaite & Co. Ltd, Clive Works, 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 **14.01.2019** by **2.30 PM**. Techno-commercial bid will be opened on **14.01.2019** at **3.00 PM**. Bidders may depute their 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.

For Braithwaite & Co. Ltd

QUALIFYING CRITERIA and CREDENTIALS for BIDDERS:

Bidders 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. 5.68 lakh** during last three years ending on 31.03.2018 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 31.03.18.

Technical Eligibility:

- (i) Experience of having successfully executed crane/ gantry repairing job during last (7) seven years ending 30.11.18
- (ii) The bidder should submit a copy of Work Order / Purchase Order & completion certificates / certified bills / documents as a proof that the bidder has successfully executed the same job 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 startup 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 else offer may not be considered.**

SCOPE OF WORK:

A) Replacement of Damaged Track by new rail track along with replacement of rail clamps

Clive Works – 400 running meters

Victoria Works – 200 running meters

- Dismantling of damaged portion of the existing rail track from the girder.
- Installation of new rail track of matching dimension with the existing track along with all necessary packing, clamps & fittings.
- Leveling and Alignment of the track parts.
- Testing & Commissioning.
- Supply of all materials for the above job is in party's scope except gantry rail and packing materials. (All bolts and nuts shall be of 8.8 grade HT.)

B) Rectification of existing rail track

Clive Works – 1000 running meters

Victoria Works – 300 running meters

- Dismantling of the defective part of the existing rail track from the girder.
- Reassembly with existing fittings, packing, etc.
- Leveling and Alignment of the track parts.
- Testing & Commissioning.
- Supply of all fasteners for the above job is in party's scope. (All bolts and nuts shall be of 8.8 grade HT.)

C) Rectification of Girder sets

Clive Works – 30 sets (each 300 meters approx)

Victoria Works – 15 sets (each 300 meters approx)

- Checking and rectification of all cross members between two consecutive columns and girders.
- Replacement of all damaged bolts, rivets by new bolts along with proper tightening of all existing bolts and newly replaced bolts with proper flat and spring washers etc. (All bolts and nuts shall be of 8.8 grade HT.)
- Checking the rigidity of the girders during movement of the EOT crane.
- Testing & Commissioning.
- Supply of all fasteners for the above job is in party's scope.
- BCL will supply all required angle channels packing and jointing plates etc.

Note: Distance between two consecutive columns is around 10 meters.

D) Supply of New Gantry Rail – EN 8

Clive Works – 8 Ton

Victoria Works – 3 Ton

Specifications: Size – 50X50 mm Bright Bar, Length between 10 ft to 20 ft.

Special Note:

- The supply, repair, construction, installation, testing, commissioning, trial run, load test all are within party's scope. Job is to be carried out without hampering the normal production job. To do so, party shall be allowed to work in 'B' and Night shift, Sunday and non-working Holidays.
- All necessary tools and tackles, portable welding machine with cables, gas cutting set with regulator and pipe are to be arranged by you.
- BCL will provide welding rod, oxygen, LPG, packing plates angle, channels, etc.
- Job shall be executed on the basis of Joint Inspection by BCL and the party.
- New Gantry Rails to be delivered in BCL Stores.
- Transportation, wherever required, to be borne by the party.
- Interested party shall visit BCL, Clive and Victoria Works to see the quantum of job before submission of their offer. A Joint Inspection Report shall be prepared on the basis of parties visit and the same to be submitted along with the offer.
- In case of any query before quoting, bidders may contact Works Mgr (I/C) (CW&VW) of Manager (Maint)- CW&VW for clarification, if any. No claim shall be entertained afterwards.
- Copy of GST Registration Certificate to be submitted along with the offer.
- Bidders have to quote for all the jobs for Clive and Victoria Works separately which must be mentioned in the techno-commercial bid or else offer may not be considered.
- Bidders may quote for Clive or Victoria Works or both.
- Separate orders to be placed for Clive and Victoria Works.
- Separate order may be placed for supply of New Gantry Rail.

PART-I: TECHNO-COMMERCIAL BID

General Terms & Conditions:

1 Earnest Money Deposit (E.M.D): Rs. 25,000/- (Rupees Twenty Five Thousand only)

E.M.D. is required to be deposited as Bid Security and to be submitted in the form of DD/Pay Order drawn in favour of "Braithwaite & Co. Ltd.," payable at Kolkata or you may deposit EMD in the form of Bank Guarantee which will be valid for 4 months from the date of opening of the tender. However, the units registered with DGS&D, SSI Units registered with NSIC for the tendered items, MSME units for the tendered item, PSU units & RDSO approved vendors for tendered items may be exempted from submission of EMD. Necessary documentary evidence shall have to be submitted along with techno-commercial bid. For authorized dealers/distributors of RDSO, EMD is to be submitted.

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

EMD without any interest shall be returned to unsuccessful bidder after finalization of contract. For successful bidder, the same will be retained by BCL till submission of Security Deposit. EMD can be converted to Security Deposit if so desired by the successful bidder and the party has to submit balance amount of Security Deposit through DD/BG/Pay Order.

EMD should be submitted along with bid otherwise, your Offer may be considered as cancelled.

2. Security Deposit : 5% of the order value only in the form of DD/Pay Order / Bank Guarantee from an Indian Nationalised Bank to be submitted by the successful bidder within 15 (Fifteen) days on receipt of Purchase Order at Clive / Victoria Accounts. **Security Deposit will be released and returned to the supplier on successful completion of warranty / guarantee (if any) under the contract.**

Security Deposit may be waived for SSI, NSIC, MSME units, PSU and vendors registered/ approved by DGS&D & RDSO. For authorized dealers/distributors of RDSO, SD is to be submitted.

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

As and when an amendment is issued to the contract, the contractor shall within 15 days of receipt of such an amendment furnish to the purchaser an amendment to the security deposit and / or Bank Guarantee rendering the same valid for the contract as amended.

3. Performance Guarantee: The Supplier 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 successful completion of warranty / guarantee (if any) under the contract. Performance Guarantee is exempted for RDSO vendors but not for their dealers / distributors.

NOTE:

- (1) In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 15% of value of SD/PBG per month or part thereof will be applicable for the delay period which will be deducted from party's bills.**
- (2) MSE vendors may opt for submission of S.D. or PBG as per their choice.**

4. Payment: 100% with 30 days credit from the date of submission of bills with all relevant documents after receipt of materials duly certified by In-charge Production, of BCL / his authorized representative of Clive / Victoria Works.

All challan & invoices submitted by the bidder should be GST compliant. The Contractor shall submit necessary documents as required for availing necessary input tax credit by BCL acceptable to tax authorities. They shall have compliance regarding documentation / monthly returns to ensure availing Input Tax Credit (ITC) by BCL, failing which BCL will deduct the resultant amount. BCL reserves the right to keep the payment of GST Amount on hold till receipt of ITC by BCL.

5. Completion Period: The job to be completed within **12 months** from the date of LOI/PO. Job to be carried out without hampering the normal production job. To do so, party shall be allowed to work in 'B' and 'Night Shift', Sunday and non-working holidays.

6. Inspection: Stage inspection with progress of work and Final Inspection on completion of the work shall be carried out by authorized representative of Maintenance Department, Clive / Victoria Works respectively.

7. Price Confirmation: Quoted / Ordered Rate shall remain firm till to the completion of job. Price variation shall not be entertained.

8. Loading & Unloading of materials: Loading & Unloading of materials from the transport during delivery of the materials will be responsibility of the vendor.

9. Validity: Offer should remain valid for 90 days from the date of opening of the bid.

10. Liquidated Damages: In the event of failure to supply materials 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 ordered value.

11. Risk Purchase: In the event of your failure to supply the materials within the reasonable period of time as decided by the purchaser, BCL reserve the right to procure the items mentioned in our purchase order from alternative sources on Risk Purchase basis and shall recover the extra cost thereof, if incurred, from you.

12. Arbitration: All questions, disputes or difference whatsoever shall arise between the purchaser and the contractor 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. Chairman & Managing Director of BCL shall have the right and authority to appoint an Arbitrator who is not connected with either the party in any way. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

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.

13. Jurisdiction: Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

14. Rejection/Replacement: In case items / job are found defective, the contractor shall immediately arrange to replace the same failing which BCL reserves the right to recover necessary charges as deemed fit.

15. Order Quantity Variation & Repeat Order: Order quantity may vary depending upon our requirement to the extent of +/- 30% of the ordered quantity as per discretion of BCL at the same rate terms & conditions.

BCL reserves the right to place repeat order for a maximum of 75% of order quantity & value at the same rate & terms for which separate confirmation shall be taken.

16. 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 by giving 7 days notice.

17. Warranty / Guarantee: Each repair work shall be warranted by **01 year** from date of commissioning.

18. Unconditional Acceptance: Party should have to submit the unconditional acceptance of all the tender terms & conditions. Tender documents duly signed by the bidder may be considered as token of acceptance of all tender terms. Deviations from tender terms may lead to cancellation of offer.

19. Wherever all or most of the bidders quote equal rates, a cartel formation is noticed. BCL reserve the right to place order on one or more bidders with exclusion of the rest without assigning any reasons thereof.

20. Joint Inspection and site visit is compulsory for submission of quotation. The inspection report shall be jointly signed by the party and BCL. Joint Inspection Report (as per format provided in Annexure 1) is to be attached with bid else the party's offer shall not be considered as eligible.

21 Statutory obligations: Contractor should comply all statutory obligations applicable for the job including labour laws/ rules, payment of minimum wages, PF, ESI, Bonus etc and also should ensure proper safety of the workmen during execution of job. **Copy of GST, PF & ESI registration certificate shall be submitted along with offer.**

INSTRUCTION TO BIDDERS:

- BCL reserves the right to cancel the tender or extend the due date of the tender.
- All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be considered as invalid.
- If the bidder deliberately gives any wrong information in his tender to create a circumstance for the acceptance to his bid, Braithwaite reserves the right to reject such application.
- The bid, even though fulfilling the specified qualifying requirements / criteria as specified in this bid document, are liable to be disqualified in case of non-compliance to the following bidders:-
 - The bidder shall not make misleading or false representations in the forms, statements and attachments submitted in proof of qualifying requirements.
 - The bidder must not have a record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completions, etc, in earlier works executed with BCL.
 - The bidder must not be blacklisted by any company, Board, organization or Government body.
- Bidders should submit a declaration along with Bid stating that there is no proposal; under consideration by them with regard to change of their name/ organisational status nor their name / organisational status has been changed as on date of opening of the tender. In case there is a change in the name / organisational status, the same will be intimated to BCL promptly along with relevant documents not later than 15 days from the date of such change failing which the bidder shall be prepared to accept the penalty, as will be decided by BCL including forfeiture of EMD/ equivalent amount.
- Safety measures to be taken as per industrial norms. All workmen should be provided with PPE (safety shoes, helmets etc. i.e. protective equipment).

Price Bid Part shall be opened only if Part-I is qualified.

PART-II: PRICE BID

- 1) The rate to be quoted both in figures and words. The quoted rate should not be different between figures and words. If there is any difference between the figures and words, we will take the quoted rate in words only.
 - 2) This part must be free from any condition and signed with stamp. Price Bid without signature shall be considered as cancelled.
 - 3) Overwriting / Correction or use of white ink in price figure of the quotation will be rejected.
 - 4) The bidder shall submit rate in the following format.
- 5) Lowest bid shall be evaluated GROUPWISE on the basis of lowest Grand Total Amount (all inclusive).**

GROUP A – for Clive Works

Sl. No.	Item description	Qty	Basic rate per unit	GST per unit	Total Rate per unit	Total amount (all inc)
		(a)	(b)	(d)	(e) = (b+c+d)	(f) = (e X a)
1	Replacement of Damaged Track by new rail track along with replacement of rail clamps	400 mtrs				
2	Rectification of existing rail track	1000 mtrs				
3	Rectification of Girder sets	30 sets				
4	Supply of New Gantry Rail	8 ton				
GRAND TOTAL AMOUNT (A)						

GROUP B – for Victoria Works

Sl. No.	Item description	Qty	Basic rate per unit	GST per unit	Total Rate per unit	Total amount (all inc)
		(a)	(b)	(d)	(e) = (b+c+d)	(f) = (e X a)
1	Replacement of Damaged Track by new rail track along with replacement of rail clamps	200 mtrs				
2	Rectification of existing rail track	300 mtrs				
3	Rectification of Girder sets	15 sets				
4	Supply of New Gantry Rail	3 ton				
GRAND TOTAL AMOUNT (B)						

**Separate Orders will be placed for Clive and Victoria Works.
Separate Order will be placed for supply of New Rail.**

ANNEXURE – 1

JOINT INSPECTION REPORT FORMAT

		Observation if any	Remarks
I)	The site has been shown / visited by us – YES / NO		
II)	Details of Job has shown and explained to us		

Declaration: I / We have been shown and explained all the parameter associated with this job and we are submitting our quotations being fully aware of all the parameter of the job.

Signature of BWT Authority
[Workshop-in-charge / Works Manager (I/C)]

Signature of Party

Date:

Date:

BRAITHWAITE & CO. LTD