



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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**TENDER ENQUIRY NO. BCL/PD/Railway Track Maintenance/CW/16-17/R dt. 14.03.2017**

**Sealed Tenders are invited in Two bid system (Part-I and Part-II) for the job of repair and maintenance of Railway Track at Clive Works as per the Scope of work.**

1. Closing of tender Box. : 14.30 hrs. on **24.03.2017**
2. Opening of the Part-I bid of tender : 15.00 hrs. on **24.03.2017**

The offer should comprise of two parts as under:

Part-I : Techno-commercial bid & E.M.D

Part-II : Price bid

Both Part – I & Part – II bids of the quotation 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 3<sup>rd</sup> envelope which should also be sealed & super-scribed with **Tender No., Date, Due Date & Box No.**

Sealed Tender, addressed to **GM (MM), 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 **24.03.2017(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 24.03.2017 at 15.00 hrs. Tenderers may depute their authorized representative to be present during opening of the tender. The price bid (Part-II) shall be opened for techno - commercially acceptable bidders only for which opening date and time will be intimated in due course.

**Bidders quoting through website** shall have to submit the following credentials / documents along with their Part-I(techno commercial) offer.

- Proofs of experience of similar job in other reputed industries / organizations, as per RDSO stipulated norms/specifications during last five years ( Work order copies / completion certificates, etc)
- Audited Balance Sheet of the last 3(three) Financial years, ending on 31.03.2016
- Sales Tax/VAT/Service Tax Registration copies.
- PF/ESI registration copies
- Copies of PAN and IT return for three years ending 31.03.2016.

Contd. To P/2.

**SCOPE OF WORK WITH DETAILED TERMS & CONDITIONS**

Repair / Maintenance of the existing railway track of approximately 500 meters at Clive Works, along with the supply of various components, as per the details given below, so as to keep the existing railway track in good working condition for smooth movement of wagons, on regular basis. The breakup of the length of the 495 metres(i.e. approximately 500 mtrs) of the track are

- DM line to gate no. 23, gate no. 29 – 178 mtrs.
- Outside of Gate no. 23 – 42 mtrs
- Bearing Shop to gate no. 21/22 – 150 mtrs
- Outside of gate no. 21/22 – 125 mtrs.

**Details of Labour job (Table A):**

Sl No	Description of work	Qty
1.	Dismantling of the existing BG track –any section of rail with any kind of sleepers	500 track mtr.
2.	Laying BG straight or curve track(single line) on PSC sleepers including necessary cutting of rails & drilling holes etc. with lifting of track and replacing with new rail	115 track mtr.
3.	Laying of guard rail including necessary cutting of rails and drilling holes, etc.	45 track mtr.
4.	Repairing, laying, positioning of existing points & crossing (1 in 8.1/2) on PSC sleepers(LH-1 no. & RH-1no.)	1 set
5	Renewal of existing damaged sleeper by PSC sleepers of existing track along with lifting of track up to 300 mm.	175 nos.
6	Lifting of old track with excavation of earth up to 300 mm	500 track mtr.
7	Spreading of track ballast, 50 mm nominal size, for 1 <sup>st</sup> and 2 <sup>nd</sup> round packing below the track	300 cubic mtrs.
8	Thorough packing i.e. 1 <sup>st</sup> and 2 <sup>nd</sup> round packing below the track	500 track mtr.

**List of Components to be supplied for the above mentioned jobs(Table B):**

Sl. No.	Item description	Qty
1	'J' Type clips (Drawing. No. T4158)	160 sets
2	Bolts & Nut-25 x 140 mm (Drawing. No. T1899)	200 nos.
3	Bolts & Nut-25 x 190 mm (Drawing. No. T11514)	60 nos.
4	Single coil Spring washer(Drawing No. T0733)	260 nos.
5	Double coil Spring washer	150 nos.
6	CI Block for fixing of guard rail	30 nos.
7	50 mm size stone ballast(including delivery)	130 cubic mtr.

Note: The drawings mentioned above are of current market standard.

**Job Descriptions & Contractors Responsibilities:**

- a) The above mentioned labour job(as detailed in Table A, above) is to be carried out, including the supply of the required materials/components ( as listed in Table B, above).
- b) To avoid future complications, a Joint inspection and site visit shall be done by the bidder(compulsory) before the submission of bid, for which the Manager(Maint)-CW/VW or his authorized representative, is to be contacted with. The **Joint Inspection Report(JIR)**, after site inspection,shall be in the following format and attached with the techno commercial bid. Price bid will not be opened at all, in absence of the JIR.

JOINT INSPECTION REPORT

Sl. No.	Description	Observation	Remarks
1	The site has been seen / visited by us: Yes/No		
2	Detail of the job (as in tender) has been fully explained to us		

Declaration: I/We have been shown and explained all the parameters associated with the job, and we are submitting quotation being fully aware of all the particulars of the job.

.....  
Signature of BCL representative

.....  
Signature of Party

- c) The materials/components, as listed in Table B, are as per the specification of RDSO. The bidder has to provide necessary reports in support of RDSO specifications along with the Part-I(techno commercial) bid, which shall be vetted by our Maintenance department.
- d) Guarantee Certificate shall be provided by the contractor, which shall be effective from the date of Supply.
- e) All tools & tackles required for the job shall be provided by the contractor.
- f) With the progress of work, all damaged/salvaged materials, especially wooden slipper and damaged rails, shall be returned to BCL Stores.

**BCL Responsibilities:**

For related repairing / maintenance job of the railway track, BCL shall provide the following to the contractor:

- a. Required new rails
- b. Required guard rails.

**The quantity of job (as in Table A) and Supply (as in Table B), mentioned above, are tentative. The jobs and materials supplied shall be certified by the Manager(Maint)-CW & VW, on the basis of actual measurement sheet(jointly signed by BCL and Party), which shall be carried out with the progress of work. The said measurement sheet shall be jointly signed by BCL and the contractor. NO ADVANCE/MID-TERM PAYMENT SHALL BE MADE DURING THE CURRENCY OF THE CONTRACT PERIOD. Payment shall be made only after the completion of the full quantum of job, as per the payment clause as mentioned under the "General Terms and Conditions".**

## I. GENERAL TERMS & CONDITIONS

1. **Earnest Money Deposit (E.M.D.):** Earnest Money Deposit of **Rs. 5000/- (Rupees Five Thousand Only)** is required to be submitted either in the form of Demand Draft / Pay Order drawn in favour of "**BRAITHWAITE & CO. LIMITED**", payable **at Kolkata** or in the form of Bank Guarantee. In case of BG, the validity period should initially be 120 days from the date of opening of Tender. Firms registered with DGS&D, MSME Units and SSI units with valid single point registered with NSIC, for the tendered jobs/items and PSU units may be exempted from submission of EMD. The earnest money is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender. EMD lodged by unsuccessful bidder(s) shall be refunded to them after finalization of the tender. In case of the successful bidder(s), the same shall be retained by the BCL, till submission of security deposit/performance guarantee or if so decided by the bidder(s), may be adjusted against Security Deposit for the said job.
2. Offer shall remain valid for 90 days from the date of opening the tender
3. Purchaser may ask for further clarification / documents during scrutiny of techno commercial bid(s) received.
4. All repair/rectification work and supplied materials should have coverage under Guarantee/Warranty period of 12 months and 6 months respectively from the date of commissioning/delivery.
5. BCL reserves the right to terminate the order with 7 (seven) days notice at any point of time in case poor performance / poor quality of workmanship and materials.
6. Indemnity: Bidder shall indemnify BCL against all claims in respect of their contractual obligations in the event of non-compliance of statutory rules / obligations / laws / taxes & duties etc.
7. **Payment:** 100% payment with 30 days credit shall be made from the date of submission of bill(s), along with all relevant documents, duly certified by Manager (Maintenance)-CW & VW or his any authorized representative on the basis of measurement sheet (jointly signed by BCL and contractor) which shall be carried out with the progress of work. Payment of Service tax, if any, shall be made against submission of documentary evidences
8. **Security deposit(SD):** For due fulfillment of the contractual obligations, the successful bidder shall furnish 5% of contract value as Security Deposit in the form of Demand Draft / Pay order drawn in favour of "**BRAITHWAITE & CO.LTD.**", payable at Kolkata or in the form of Bank Guarantee (as per format provided by the Purchaser). This Security Deposit should be submitted within 15 days of receipt of Purchase Order and shall be retained with purchaser till completion of guarantee/warranty period. In case of BG submitted as SD, the validity of the same must remain valid till warranty / guarantee period. Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on request. However, 50% of the total amount of Security Deposit must be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill(s). In respect of Firms registered with SSI, NSIC, MSME Units, DGS & D, RDSO and for PSU units, SD submission may be waived. The proceeds of the security deposit or proceeds on invocation of BG submitted as S.D. shall be payable to the purchaser as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract. As and when an amendment is issued to the contract, the contractor shall within 15 days of the receipt of such an amendment furnish to the purchaser an amendment to the security deposit. Security Deposit will be returned only on completion of guarantee / warranty period.
9. **Performance Guarantee :** The successful bidder shall also has to submit a Performance Bank Guarantee (PBG) for a sum equal to 5% of the contract value as per format to be provided by BCL after receipt of order and before receipt of first payment. The Performance Guarantee shall remain valid up to guarantee / warranty period. The Security Deposit, if submitted, can be converted to Performance Bank Guarantee and no separate PBG is required to be submitted. PBG shall be returned / refunded only after successful completion of warranty period of the contract.
10. **Liquidated Damages :** In the event of failure on the part of the contractor to complete the job within the stipulated completion period, Braithwaite reserves the right to recover a sum of 0.5 % for every week of delay or part thereof by way of L.D. subject to a maximum of 10 % of the ordered value.

11. Risk Purchase : In the event of failure on the part of the contractor to complete the job within the reasonable period of time as decided by the Purchaser, the purchaser reserves the right to get the job done by other Agency / Agencies as per the order 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 also of the defaulting contractor.
12. Arbitration : All questions, disputes or differences whatsoever, shall arise between the purchaser and the contractor upon or in relation to or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole arbitrator. CMD - BCL 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 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.
13. Any legal dispute that may arise will be settled within the jurisdiction of court of Kolkata.
14. An unquoted price bid, showing only the Price Bid format only (no prices) should be enclosed along with the Techno Commercial bid.
15. An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer in Techno-Commercial Bid (Part-I). In absence of receipt of specific acceptance, submission of this tender enquiry copy duly signed with stamp & date on all the pages shall be considered as unconditional acceptance of the tender.
16. The entire job to be carried out includes the supply of all required materials as given in the Scope of Work(i.e. Table B). The materials are to be delivered to BCL Clive Works, 5, Hide Road, Kolkata – 43, by their own arrangement and cost. Inspection of the materials shall be done by BCL Maintenance deptt.
17. As the materials to be supplied for the job(Table B) are as per the specification of RDSO, the party shall have to provide necessary reports in support of RDSO Specification, which have to be vetted by our Maintenance deptt.
18. The contractor shall submit Guarantee Certificate for 6(six) months for materials and 12(twelve) months for the job, and shall be effective from the date of supply of materials/commissioning of the job.
19. **Completion/Delivery:** The job, along with the Supply of materials as per Scope Of Work shall be completed and delivered within 4(Four) months of the receipt of Purchase Order/L.O.I.
20. Before submitting quotation, the interested party shall visit BCL Clive Works Maintenance, to see the quantum of job.
21. For any other query, interested party may contact Manager(Maint)-CW/VW or Works Manager(I/C)-CW & VW.

**Part-II: Price Bid:**

- i) Price Bid Part shall be opened only if Part –I(Techno Commercial Bid) is qualified.
- ii) This part must be free from any condition and signed with stamp. Price Bid without signature shall be considered as cancelled.
- iii) The quoted rate shall be mentioned in figures as well as in words. In case of difference, rates quoted in words shall only be considered.
- iv) No over writing or correction/alteration will be allowed. Bid will be treated as cancelled if any over writing or correction is found in the price bid.
- v) L-1 evaluation shall be done on the basis of Grand total amount, as per price bid. The bidder shall submit rates as per the **Price bid format**, enclosed.

Table A:

Sl No	Description of work	Quantity	Total Amt.(Inclusive of Taxes & Duties)- in Rs.(P)
1.	Dismantling of the existing BG track –any section of rail with any kind of sleepers	500 track mtr.	
2.	Laying BG straight or curve track(single line) on PSC sleepers including necessary cutting of rails & drilling holes etc. with lifting of track and replacing with new rail	115 track mtr.	
3.	Laying of guard rail including necessary cutting of rails and drilling holes, etc.	45 track mtr.	
4.	Repairing, laying, positioning of existing points & crossing ( 1 in 8.1/2) on PSC sleepers(LH-1 no. & RH-1no.)	1 set	
5	Renewal of existing damaged sleeper by PSC sleepers of existing track along with lifting of track up to 300 mm.	175 nos.	
6	Lifting of old track with excavation of earth up to 300 mm	500 track mtr.	
7	Spreading of track ballast, 50 mm nominal size, for 1 <sup>st</sup> and 2 <sup>nd</sup> round packing below the track	300 cubic mtrs.	
8	Thorough packing i.e. 1 <sup>st</sup> and 2 <sup>nd</sup> round packing below the track	500 track mtr.	
Total			

Total (in Words)-Rupees.....only

Table B

Sl. No.	Item description	Quantity	Total Amt.(Inclusive of Taxes & Duties)- in Rs.(Q)
1	'J' Type clips (Drawing. No. T4158)	160 sets	
2	Bolts & Nut-25 x 140 mm (Drawing. No. T1899)	200 nos.	
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5	Double coil Spring washer	150 nos.	
6	CI Block for fixing of guard rail	30 nos.	
7	50 mm size stone ballast(including delivery)	130 cubic mtr.	
Total			

Total (in Words)-Rupees.....only

**Grand Total Amount – Rs. (P + Q)**

Rupees.....only

Braithwaite & Co limited reserves the right to the following:

- Cancel the tender at any stage.
- Postpone the above-mentioned due date.
- 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.