



ब्रेथवेट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)
BRAITHWAITE & CO LIMITED
(A Government of India Undertaking)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA – 700 043,
TEL 2439-7415, 2439-4114, 2439-6613, 2439-7413.

E-mail : purchase@braithwaiteindia.com, FAX : 91 (033)2439 7632 / 2439 5607

Tender Enquiry No: BCL/PUR/Laying of LT & HT Cable/AW/18/R

Dt: 26.03.2018

Sealed Tenders are invited in Two bid system for engagement of contractor for laying of HT & LT cables including terminations, jointing, testing & commissioning etc. at BCL-Angus Workshop & Estate areas of AW.

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

(i). Closing of tender Box: 14.30 hrs. on **09.04.2018** (ii) Opening of Part-I bid : 15.00 hrs. on **09.04.2018**

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 **GM (Co-ordination) , 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 **09.04.2018 (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 **09.04.2018** 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.

A. 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 turnover of Rs.**3.04** 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. The bidder should also have positive net worth as on 31.03.2017.

Technical Eligibility:

- (i) Experience of having successfully executed similar works (defined below) during last (7) seven years ending **28.02.2018** fulfilling any of the following criteria.
- a) Three similar executed works each costing not less than **Rs.4.05 lakh** against each such job.
OR
- b) Two similar executed works each costing not less than **Rs. 5.07 lakh** against each such job.
OR
- c) One similar executed works costing not less than **Rs.8.12 lakh** against such job.

The term "similar works" means works of following nature: "**Laying of HT & LT cables**"

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

B. SCOPE OF WORK

Sl.No.	Description of job	Qty (Approx)
1	Earthwork in excavation of ground including wet excavation other than concrete areas for laying of 11KV(E) XLPE insulated armoured cable at an average depth of 750 mm x 300 mm for a length of 600 meters (Approx)	135 CuM
2	Earthwork in excavation of concrete floor/road for laying of 11KV(E) XLPE insulated armoured cable at an average depth of 750 mm x 300 mm for a length of 900 meters (Approx)	202.5 CuM
3	White sand filling (75 mm x 300 mm), laying & dressing of cable with incorporation of straight joint/eqv. Type of the following 11KV(E) XLPE insulated armoured cable : i) 3C x 150 sq.mm ii) 3C x 35 sq.mm After cable laying, termination and end jointing & brick protection at the top of the laid cable should be done including filling the trench with soil levelling and restoring the trench and mending damages to original finish as will be instructed by the Engineer-in-charge	400 M 1100 M
4	Earthwork in excavation of ground including wet excavation other than concrete areas for laying of 11KV(E) XLPE insulated armoured cable at an average depth of 750 mm x 300 mm for a length of 230 meters (Approx)	55 CuM
5	Earthwork in excavation of concrete floor/road/rock for laying of 11KV(E) XLPE insulated armoured cable at an average depth of 750 mm x 300 mm for a length of 970 meters (Approx)	218.5 CuM
6	White sand filling (75 mm x 300 mm), laying & dressing of cable with incorporation of straight joint/eqv. Type of the following 11KV(E) XLPE insulated armoured cable : i) 3C x 240 sq.mm After cable laying, termination and end jointing & brick protection at the top of the laid cable should be done including filling the trench with soil levelling and restoring the trench and mending damages to original finish as will be instructed by the Engineer-in-charge	1200 M
7	Testing & Commissioning of the new cables	All 3 sets of cables

C. Contractor's responsibility :

- i) All statutory rules including safety aspects related to these job must be covered/followed by the party.
- ii) The requisite material except CABLES & CABLE JOINTING KIT i.e Sand, Brick, lugs are to be supplied by the contractor.
- iii) Broken/unusable/rejected machine parts etc. related to above jobs are to be returned to BCL-AW maintenance department with proper documentation.
- iv) Entire job is to be carried out within normal duty hours of working days under the instruction/supervision of BCL-AW maintenance. For working beyond normal working hours, permission to be taken from in-charge (Maintenance & Personnel Department).
- v) Test Report from concerned Govt. Authority of their authorized agencies for laying of cables etc. to be submitted to meet acceptability norm.

D. Braithwaite's Responsibility:

Cables & Cable jointing kit, Water and Electricity shall be provided by Braithwaite.

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) Earnest Money Deposit (E.M.D.): Earnest Money Deposit of **Rs.10,000 /-** (Rupees Ten thousand Only) is required to be submitted by Demand Draft/ Pay Order in favour of **Braithwaite & Co. Limited**, payable **at Kolkata**, or in the form of Bank Guarantee. In case of Bank Guarantee the validity period initially be 120 days from the date of opening of tender. The units registered with DGS&D, SSI units registered with NSIC / MSME for the tendered items only and PSU units may be exempted from submission of EMD. Necessary documentary evidence shall have to be submitted along with the techno-commercial bid.

EMD is liable to be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of this tender.

EMD shall be returned to unsuccessful bidder after finalization of the tender without any interest. For successful bidder, the same will be retained by BCL till completion of the job or till submission of Security Deposit or if so decided by the bidder adjusted against Security Deposit for the said job.

3) 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.

4) 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.

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

- 6) The entire jobs are to be carried out at Angus Works areas & Estate areas and under the supervision and instruction of Maintenance In-charge – AW or his any authorized representative.
- 7) **Completion time** : The job to be completed within 03 months from the date of issuance of P.O/LOI.
- 8) **Guarantee/Warranty** : 12 months from the date of installation/commissioning/handing over to BCL maintenance.

9) 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.

10) 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.

11) 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.

12) 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.

13) Payment: 100 % payment after 30 days from the date of submission of bills alongwith relevant documents duly certified by In-charge Maintenance- AW.

Common Notes regarding 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.

15) **Quantity Variation:** Order quantity/value/period may vary \pm 30% at the same rate, terms & conditions depending upon requirement of BCL.

16) **Repeat Order:** BCL also reserves the right to place repeat order for maximum 75% of original order quantity/value/period at the same rate & terms of original order for which acceptance of the same from the contractor shall be taken prior to placement of such repeat order.

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

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 of job	Qty (Approx)	Unit Rate (Rs.)	GST per unit (Rs.)	Total inclusive of GST (Rs.)
1	Excavation of ground including wet excavation other than concrete areas for laying of 11 KV(E) XLPE insulated armoured cable at an average depth of 750 mm x 300 mm for a length of 600 meters (Approx)	135 CuM			
2	Excavation of concrete floor/road for laying of 11KV(E) XLPE insulated armoured cable at an average depth of 750 mm x 300 mm for a length of 900 meters (Approx)	202.5 CuM			
3	White sand filling (75 mm x 300 mm), laying & dressing of cable with incorporation of straight joint/eqv. Type of the following 11KV(E) XLPE insulated armoured cable : i) 3C x 150 sq.mm ii) 3C x 35 sq.mm After cable laying, termination and end jointing & brick protection at the top of the laid cable should be done including filling the trench with soil leveling and restoring the trench and mending damages to original finish as will be instructed by the Engineer-in-charge	400 M 1100 M			
4	Excavation of ground including wet excavation other than concrete areas for laying of 1.1 KV(E) XLPE insulated armoured cable at an average depth of 750 mm x 300 mm for a length of 230 meters (Approx)	55 CuM			
5	Excavation of concrete floor/road/rock for laying of 1.1 KV(E) XLPE insulated armoured cable at an average depth of 750 mm x 300 mm for a length of 970 meters (Approx)	218.5 CuM			
6	White sand filling (75 mm x 300 mm), laying & dressing of cable with incorporation of straight joint/eqv. Type of the following 1.1 KV(E) XLPE insulated armoured cable : i) 3C x 240 sq.mm After cable laying, termination and end jointing & brick protection at the top of the laid cable should be done including filling the trench with soil leveling and restoring the trench and mending damages to original finish as will be instructed by the Engineer-in-charge	1200 M			
7	Testing & Commissioning of the new cables	All 3 sets of cables			
GRAND TOTAL (Rs.)					

Note : GST rate to be mentioned in the offer.