



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 43,

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E MAIL: purchase@braithwaiteindia.com, Website: braithwaiteindia.com

CIN: U74210WB1976GOI030798

TENDER NO. BCL/PUR/AB/foundation for CNC /CW/2019

Dt. 02.04.2019

To,

M/s. _____

“SEALED OFFERS IN SINGLE BID TYPE ARE INVITED FOR ENGAGEMENT OF CONTRACTOR FOR CIVIL FOUNDATION FOR INSTALLATION OF CNC PLASMA CUTTING MACHINE AT CLIVE WORKS as per tender.

The offer should comprise of parts as under:

- i. Part-I : Techno-commercial Bid
- ii. Part-II : Price Bid.

These two parts shall be inserted separately in 2 (two) sealed envelopes super scribing tender number and part number. These two envelopes shall be put in 3rd envelope and all the envelopes shall be super scribed with our Tender No., Part No., Box No. and Due date.

Bidders who are interested to participate in the tender may also download the tender document from our Website 'www.braithwaiteindia.com' for which they have to submit all papers related to their credential and meet the eligibility conditions as per Techno commercial Bid (Part-I). price part-II should contain only price.

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 **09.04.2019 (due date)** by 2.30 P.M.

Both the bids shall be opened on **09.04.2019 at 3.00 P.M.** During opening of Bid, the bidders may depute their authorized representative to be present as witness.

FOR **BRAITHWAITE & CO. LIMITED**

A. Scope of work for Civil Foundation for installation of CNC Plasma Cutting machine**Contractor's Scope of Work / Responsibility:**

- A list of jobs with quantity is given below. It is to be clearly understood that the items & job as described are on the basis of a rough assessment. The quantity of job may increase or decrease during course of work depending upon necessity. All payments shall be made on the basis of actual work done.
- Bidders are requested to visit the site / understand the work thoroughly & satisfy themselves as to nature of work involved and possible difficulties likely to be encountered for execution of work, including cleaning of site, wherever necessary.
- The job is to be carried out inside office, as such, the contractor and his labours are to take extreme precaution during execution of job so that it does not disturb Office Staff. The Contractor has to follow the guidelines of the Society for removal of debris & handling of raw materials.
- The contractor has to arrange all required material including transportation, labour & tools as required for the job.

A. Scope of Work For Civil Foundation for installation of CNC Plasma Cutting

sl. No,	Description of work	Qty
A.	Excavation of earth and removal of garbage at a depth of 300 mm from the surface of the shop floor	70 Cube Meter
B	300 mm wide outer wall surrounding the area + 300 mm wide inner wall surrounding the table Area + 300 mm partition wall	3.5 CM +2.75 +1.9 CM =8.15 Cu. Meter
C	100 mm silver sand filling with leveling	13.16 CM
d	200 mm Zana Koha filling with hammering and leveling +50 mm zana Koha filling with hammering and leveling	26.32 CM + 2.5CM = 28.82 CM
E	75 mm thick flat brick soling 6M x 13M as per drawing	78 Sq.M
F	75 mm average thick, cement plaster of 1:6 proportions on casted floor and both side of brick walls	(70+19.5) Sq.m = 89.5 Sq.M
g	50 mm average thick concrete filling with ordinary mix cement concrete (1:2:4) ¼" down stone chips, on the top and net cement finishing	60 CU Meter

Special Terms & Conditions :-

- Job has to complete within 2 month after receipt of P.O. job carried out at BCL,CW.
- All necessary materials are to be supplied by the party.
- Stage Inspection with progress of work and Final Inspection at completion of the work, shall be carried out by Maintenance Dept, Clive Works.
- The quantities mentioned above are tentative and may vary during execution of job.
- Jobs shall be certified with the progress of work on the basis of Measurement Sheet and same shall be jointly signed by BCL and party.
- Payment will be made after completion of the total job with 30 days credit and as per the measurement sheet.
- Interested party shall visit site 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.

For any further query, party may communicate with Manager (Maintenance) CW /VW or Works Manager (I/C) (VW-CW)

Joint Inspection & Site Visit is compulsory before submission of tender. Joint Inspection report (JIR) in the following format to be attached with techno-commercial bid. To avoid future completions site inspection and joint inspection report in the following format is required to be submitted.

Sl. No.	Description	Observation	Remarks
1.	The Site have seen / visited by us : Yes / No.		
2.	Detail of the job has been fully explain to us		

Declaration : I / we have been shown and explain all the parameter associated with the job and we are submitting our quotation being fully aware of all particular of the job.

Signature of BCL

Signature of Party

General Terms & Conditions:

1. Price quoted or order rate(s) should remain FIRM up to end of the contract period. During the period of contract, no request shall be entertained for any hike in the rates due to any reason whatsoever.
2. The contractor shall not assign or sublet the contract in part or full to any other person / agency.
3. **Security Deposit:** For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit within 15 days of receipt of purchase orders in the form of DD / pay order / Bank Guarantee valid till completion of the order. The amount of Security Deposit will be 5% of the contract value for the respective jobs / orders.

Security Deposit will be discharged and returned to the contractor completion of contractor's obligations under the contract.

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 Security Deposit is to be deposited by the successful bidder on receipt of purchase orders. 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 the 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 amended.

Security Deposit may be exempted for NSIC, SSI, RDSO / D.G.S.D registered bidders and also PSU Company. However, valid documents for registration of the items tendered to be submitted with the techno-commercial bid.

4. **Performance Bank 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. In respect of vendors being NSIC, MSME units, SSI, DGS & D, RDSO registered or PSU qualifying for exemption of submission of security deposit, Performance Bank Guarantee for 5% of order value is to be submitted by them. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The Performance Bank Guarantee shall remain valid up to the warranty period.

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.

Even providing Bank Guarantee, contractors are responsible for the quality of the workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for bad workmanship, the contractor shall arrange rectifying the defects / replacement wherever applicable within 2 weeks from the date of receipt of intimation at free of cost.

5. **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 or part thereof vehicle wise, by way of LD subject to a maximum of 10% of the ordered value apart from other penalties.
6. **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.
7. **Arbitration:** All questions, disputes or differences whatsoever if 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. MD / 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.

8. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
9. **Payment terms:** Payment shall be made against running bill(s) after submission of bill (s) with 30 days credit with relevant documents after completion of part or full job duly certified by Manager (Maint)-CW &VW or his authorized representative. Payment for GST shall be made at actual as applicable as per prevailing rate against relevant documents. However, payment will be made on the basic of actual measurement sheet as certified by BCL.

Common Note for Payment

- All Challans, Invoices should be in the form as specified by GST authority.
 - Party shall mention the HSN code/SAC code for the ordered item(s)/Jobs in their invoice along with GST rates.
 - BCL reserves the right to keep the payment of GST amount on hold till receipt of ITC 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.
10. The contractor shall maintain all statutory obligations, labour laws, rules etc. as applicable. All safety measures related to industrial safety to be taken for the deployed workforce. Engagement of child labour is strictly prohibited under provision and regulation Act-1986. The contractor shall take care of BCL's customer's property during execution of work. The contractor shall be fully responsible for safety of all material, property of BCL's customer. All care shall be taken by the contractor to avoid all sorts of accident during execution of work. In the event of any accident happening at site resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the customer of BCL and shall be responsible for all consequences that follow from loss and/or injuries to the persons involved in such accidents. BCL, under any circumstances, will not be held responsible for such accidents or loss of lives. In case of any irregularities in this regard, any deduction on this account by BCL's customer will be recovered from contractor's bill
 11. **Inspection:** Stage wise inspection will be done by BCL. It shall be the contractor's sole responsibility to get the items passed during inspections.

12. All quantities given in BOM are tentative & based on rough estimation. The quantities may vary while executing actual work. All payments shall be made on the basis of actual quantities.
13. Delivery: The total work is to be completed within 60 days from the date of PO / LOI.
14. The bill shall be certified by Works Manager (I/C) – CW & VW or his authorized representative
15. There shall be no splitting of tender quantity and the order for full quantity of the respective jobs & the group shall be awarded to one contractor only.
16. BCL also reserves the right to terminate the contract with 15 days notice if, the contractor's performance found unsatisfactory.
17. The Bidder along with their offer should give unconditional acceptance of all the terms & conditions as mentioned above. Alternatively, submission of the tender document duly signed & stamped on all pages, shall also be considered as unconditional acceptance of the tender.

18. TAXES & DUTIES:

The quoted rate shall be exclusive of GST as applicable. However, the Bidder may indicate amount of GST applicable in their Bid. While submitting bill for claiming payment, the break-up of GST must have to be submitted in the bill.

Similarly, for labour work, the quoted rate shall be inclusive of GST as applicable. While submitting bill for claiming payment, the break-up of GST must have to be submitted in the bill. Income Tax, as applicable, will be recovered from Contractor's bill as per rule.

The contractor shall submit necessary documents as required for availing necessary input tax credit by BCL acceptable to tax authorities.

19. **EVALUATION OF LOWEST BID:** Evaluation of lowest bid shall be made on the basis of GRAND TOTAL as given in Price Bid Format. **However, such Bidders should be Techno-commercially eligible in all respect or else their Bid will be rejected & the next higher Bid shall be considered.**
20. Validity: Offer should remain valid for a period of 90 days from the date of opening of this tender.
21. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be rejected. However, any correction in price bid may result in rejection of Bid.
22. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation Committee / purchaser may demand further clarification / documents if required.
23. BCL shall reserve the right to cancel the tender at any stage before finalization of the tender.
24. NSIC / MSME/SSI registered bidders should submit copy of their valid registration documents along with indication of ownership (i.e. whether SC / ST). In case the owner is of SC/ST category, copy of necessary document is to be submitted.

E. Earnest Money Deposit (EMD) :

- a) Earnest Money Deposit of **Rs.5,000 /-** (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.
- b) 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.
- c) 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.

IMPORTANT FOR BIDDERS

- a. No offer will be considered without EMD except for the exemptions specified in the tender document.
- b. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender is liable for rejection.
- c. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However Tender Evaluation Committee may demand further clarification, if required.
- d. The tender is not transferable.
- e. Bidders are requested to submit their price as per the Price Bid Format given in a separate sheet.
- f. Tender will be considered cancelled if the documents required in bids are not placed in the envelope.

PRICE BID (PART-II) :

Price Bid of the tender should contain only price. Both Part-I & Part -II of the tender will be opened on due date in presence of bidder's authorized representatives who wish to attend tender opening. No overwriting or correction will be allowed in Price part. Price shall only be quoted as per format of the Price Bid. All the columns of the price bid should be filled up by the bidder and wherever break-up of rates have been asked, the same have to be filled up properly. In case of non-submission of Price Bid properly, the offer may run the risk of rejection.

Price Bid should be submitted in the following format. It is mandatory to quote rates including all charges i.e. labour, machining, transportation & excluding all taxes for all the items given in Price Bid Format

This part must be free from any condition.

Rates should be quoted both in words & figures.

Lowest Bid shall be evaluated as per Lowest Bid Evaluation criteria specified in the tender document.

The rates to be quoted shall include contractor's labour, lead, lift, carrying, handling, shifting, tools and equipment etc complete required for execution of the job as per scope of work and all terms & conditions of the tender.

PRICE BID FORMAT**Scope of Work For Civil Foundation for installation of CNC Plasma Cutting machine**

SI No	Item Description	Unit	Qty (A)	Rate per unit (Rs) (B)	GST (Rs) (C)	Total cost (D=(B+C)* A)
A.	Excavation of earth and removal of garbage at a depth of 300 mm from the surface of the shop floor	Cube Meter	70			
B	300 mm wide outer wall surrounding the area + 300 mm wide inner wall surrounding the table Area + 300 mm partition wall	Cu. Meter	8.15			
C	100 mm silver sand filling with leveling	CM	13.16			
d	200 mm Zana Koha filling with hammering and leveling +50 mm zana Koha filling with hammering and leveling	CM	28.82			
E	75 mm thick flat brick soling 6M x 13M as per drawing	Sq.M	78			
F	75 mm average thick, cement plaster of 1:6 proportions on casted floor and both side of brick walls	Sq.M	89.5			
g	50 mm average thick concrete filling with ordinary mix cement concrete (1:2:4) ¼" down stone chips, on the top and net cement finishing	CU Meter	60			
GRAND TOTAL						

For **BRAITHWAITE & CO. LTD.**