



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)

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

TEL 2439-7415, 2439-4114, 2439-6613, 2439-7413, FAX :91 (033)2439 7632 / 2439 5607

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

CIN: U74210WB1976GOI030798

TENDER NO. BCL/PUR/AB/Repairing Rail Track/35M/19

Dt. 22.02.19

To,

M/s. _____

“SEALED OFFERS IN SINGLE BID TYPE ARE INVITED FOR ENGAGEMENT OF CONTRACTOR FOR REPAIRING & lifting of Rail Track of 35 Meters at the East Side of Jain Kunj as per tender conditions.

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 **0103.2019 (due date)** by 2.30 P.M.

Both the bids shall be open on 01.03.2019 **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. Techno-commercial Bid :- (Part- I)

1. Qualifying Criteria : (Website Bidder Only)

1.1 Financial Eligibility :-

Bidder should have average annual turnover not less than Rs. 2.5 lakh last 3 years ending on 31.03.2018 and should have achieved net profit in any of the above last 3 years.

Copy of Audited / Chartered Account certified Balance Sheet and profit & Loss Account of last 3 years ending 31.03.2018 are to be submitted along with Techno-commercial Bid.

1.2 Technical Eligibility :-

a) Experience in successful execution of works during last 7 years ending on 31.07.2018 for the following

Executed at least One similar work of value not less than Rs. 4.26 lakh

OR

Executed Two similar works of each value not less than Rs. 2.66 lakh

OR

Executed Three Similar works of each value not less than Rs. 2.13 lakh

“ Similar Job” means Civil or infrastructural projects “ or Rail track repairing job.

- a). Bidder shall submit copy of Trade License, PAN, PF, ESI & GST registration certificate along with Techno-commercial Bid.
- b). For valuation of Technical eligibility of bidder as per (a) above, bidder should submitted copy of P.O. copy, Completion certificate, bills etc along with Techno-commercial Bid.

Details Scope of Work :-**A Group – A, for Labour Job**

Sl. No.	Description of Works	Unit	Approx Qty
01	Excavation of earth overburden etc. of existing old rail track (1 in 8.5") upto depth of 150 mm below the bottom of sleeper	Meter	35
02	Dismantling of existing BG track (Any section of Rail with any kind of sleepers)	Meter	35
03	Lifting of old track upto 450 mm with packing and filling of earth	Meter	35
04	Laying of BG straight on curve track (single line) on PSC sleepers including necessary cutting of rails & drilling holes etc. with lifting of track and replacing with new rail	Meter	35
05	Renewal of existing damaged sleeper by PES of existing track along with lifting of track	No.	20
06	Spreading of track ballast 50 mm nominal size with 1 st and 2 nd round packing below the track	CUM	42
07	Thorough packing i.e. 1 st & 2 nd round packing below the track	Meter	35
08	Trolling of Rails, Sleepers at site for store by Contractor's transport / lorry upto distance of 1 KM including released materials garbage etc. from site.	L.S.	1 lot

Group :- B, List of Supply materials

Sl. No.	Description of Works	Unit	Approx Qty
01	Stone Ballast (50 mm Size)	CUM	42
02	"J" Type Clips (Drg. No. T4158)	Set	40
03	Elastic Rail Clips (Drg. No. T3701)	Nos.	140
04	Grooved Rubber Sole Plate (T-3711)	Nos.	140
05	Combination Metal Liner (T-3741 & 3742)	Nos.	140
06	Bolts with nuts (M-25 x 140) – Drg. No. T1899	Nos.	100
07	Bolts with nuts (M-25 x 300) – Drg. No. T11514	Nos.	40
08	Single Coil Spring washer (Drg. No. T0733)	Nos.	160
09	Double coil Spring Washer	Nos.	120
10	PVC pipe (315 mm diameter)- Pressure 2.5 kg /Cm2 & Wall thickness 5 mm	Meter	84

BCL's scope of supply :- BCL will supply old concrete sleepers (60 Kg) for the job. BCL will also supply new Rails along with Guard rails.

Contractor's responsibility :- Contractor shall arrange all the requisite materials except those will be provided by BCL.

General Terms & Conditions:

- 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.
- The contractor shall not assign or sublet the contract in part or full to any other person / agency.
- 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 contract period plus 6 months for catering to warranty/guarantee period of spares.
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 order. Balance 50% may be recovered from running bill(s).
In respect of Firms registered with SSI, NSIC, MSME units and PSU units, SD may be waived. MSE 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.

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:** group- a, For LABOUR JOB. Payment shall be made after 30 days from the date of submission of bills with relevant documents after completion of job duly certified by Manager (Maint)- CW & VW of BCL/ 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 basis of actual measurement sheet as certified by BCL.

Group- B, For supply materials: Payment shall be made after 30 days from the date of submission of bills along with necessary MRR copy.

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. Completion of Job :- Job to be completed within 2 (two) months after receipt of Purchase Order
11. Inspection :- Stage Inspection with progress of work and final inspection at completion shall be carried out by BCL.
12. Price Confirmation :- Quoted / Ordered rate shall remain firm till the completion of the job. Price variation shall not be entertained.
13. Validity :- Offer should remain valid for 90 days from the date of opening of the bid.
14. Security Deposit & PBG will be released only after completion of warranty / Guarantee period.
15. Guarantee / Warranty : 06 Months from the date of completion and certification of the job by concerned Dept/ Indenter,
16. Job Certification :- Job will be certified by Manager (Maint)- CW & VW / His authorized representatives.
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. Bill Certification :- Labour** Bill will be certified by Manager (Maint)- CW & VW / his authorized representative. Bills shall be accompanied with all relevant documents .
- 19. EVALUATION OF LOWEST BID:** Evaluation of lowest bid shall be made on the basis of GRAND TOTAL(group A & group-B) 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. Rejection :- The contractor shall arrange for rectification of rejected / defective job, if any defective job, if any, detected during or after fitment of Work, on receipt of our written advice to that effect. The repairing shall be made within 15 days from the date of our advice failing which, BCL reserve the right as deemed fit.
21. Termination of Contractor :- BCL reserves 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.
22. 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.
23. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation Committee / purchaser may demand further clarification / documents if required.
24. BCL shall reserve the right to cancel the tender at any stage before finalization of the tender.

25. 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.

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 (Price Bid would not be open without Joint Inspection report). To avoid future completion 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

E. Earnest Money Deposit (EMD) :

- a) Earnest Money Deposit of **Rs.5,000 /-** (Rupees Five 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**Group – A Job**

SI No	Item Description	Unit	Qty (A)	Rate per unit (Rs) (B)	GST (Rs) (C)	Total cost (D=(B+C)*A)
01	Excavation of earth overburden etc. of existing old rail track (1 in 8.5") upto depth of 150 mm below the bottom of sleeper	Meter	35			
02	Dismantling of existing BG track(Any section of Rail with any kind of sleepers)	Meter	35			
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05	Renewal of existing damaged sleeper by PES of existing track along with lifting of track	No.	20			
06	Spreading of track ballast 50 mm nominal size	CUM	42			
07	Thorough packing i.e. 1 st & 2 nd round packing below the track	Meter	35			
08	Trolling of Rails, Sleepers at site for store by Contractor's transport / lorry upto distance of 1 KM including released materials garbage etc. from site.	L.S.	1 LOT			
TOTAL						

Group – B Supply of Materials

Sl No	Item Description	Unit	Qty (A)	Rate per unit (Rs) (B)	GST (Rs) (C)	Total cost (D=(B+C)*A)
01	Stone Ballast (50 mm Size)	CUM	42			
02	"J" Type Clips (Drg. No.T 4158)	Set	40			
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05	Combination Metal Liner (T-3741 & 3742)	Nos.	140			
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09	Double coil Spring Washer	Nos.	120			
10	PVC pipe (315 mm diameter)- Pressure 2.5 kg /Cm2 & Wall thickness 5 mm	Meter	84			
TOTAL						

GRAND TOTAL (Group A + Group- B) Rs _____

For BRAITHWAITE & CO. LTD.