



## BRAITHWAITE & CO LIMITED

(A Government of India Undertaking Under Ministry of Railways)  
**HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 43,**  
**TEL 2439-7415 / 4114 / 6613 / 7413, FAX :91 (033) 2439 7632 / 5607**  
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**CIN: U74210WB1976GOI030798**

**TENDER NO. BCL/RD/ 2500 MS Scrap 2019**

**February 15, 2019**

To,  
M/s. \_\_\_\_\_

**“Sealed quotation in single bid type (TECHNO-COMMERCIAL & PRICE) is invited for engagement of contractor for SCRAP handling & loading on vehicle with crane driver & slinger as per the following scope of work and terms & conditions.”**

Offer should be in SINGLE BID type i.e. Price bid along with terms & conditions in sealed envelope. The sealed envelope should be 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 28.02.2019 (due date) by 2.30 P.M. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened. The offer will be opened on **28.02.2019 at 3 P.M.** The envelope should be superscripted prominently as **“TENDER FOR SCRAP HANDLING & LOADING, Tender Number BCL/RD/2500 MS SCRAP/2019 dated 15.02.19, Box No.2 and Due date 28.02.2019”**.

### **A. SCOPE & TECHNICAL REQUIREMENT:**

#### **Contractor's Responsibility:**

- Job to be carried out as per instruction of Workshop – in – charge, BCL.
- **Traceability of Materials:** Material shifting in the shop floor shall be as per instruction of Works In-charge.
- **Safety Measures:** To be taken as per industrial norms. BCL will have no liability in this regard.
- **Machineries & Manpower:** Necessary arrangement of scrap movement / handling, loading on vehicle and EOT crane driver and its slinger.
- Contractors must comply with all Statutory obligations and must have registration with PF, ESI & GST. Contractor must submit valid Registration Copy of PF, ESI & GST along with bid.

### **B. For Website Bidders:**

Bidders who are not registered with BCL and quoting against website display should submit all the following papers related to their credential else their offer may not be considered as eligible for price bid opening:

- Copy of GST Registration Certificate.
- Copy of PF & ESI registration certificate.
- Audited / Chartered Accountant Certified Balance Sheet and Profit & Loss A/cs. for last three (3) years ending on 31.03.2018. The bidder should have average turnover of Rs. 3.75 lakh during last three years.
- Experience of having successfully executed order with reputed companies for similar types of jobs. Necessary Purchase Orders along with documents for completion shall be submitted as a proof of experience along with the offer. The party should be executed three works each costing not less than Rs.5 lakh **OR** Two executed works each costing not less than Rs.6.25 lakh **OR** One executed work costing not less than Rs.10 lakh.

C. **GENERAL TERMS & CONDITIONS:**

1. **Rate:**

On placement of order, price shall remain FIRM till validity of the contract period.

2. **Liquidated Damages:**

In the event of failure on the part of the contractor to complete the job within the completion period, Braithwaite reserve the right to recover a sum of 0.5% for every week or part thereof by way of Liquidated Damages subject to maximum limit of 10% of the contract value

3. **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 Transporter. SD / PBG of the defaulting firm may be forfeited.

4. **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. CMD- BCL shall have the right and authority to appoint an Arbitrator, who is not connected with either 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.

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

5. **Termination of Contract:**

BCL reserve the right to terminate the order at any point of time in case of non-Performance / non-compliance of completion period / bad workmanship by giving 7 days notice. In such cases, BCL reserves the right to forfeit Security Deposit and / or Invoke Risk Purchase Clause / other penal actions as deemed fit and arrange for new party for completion of the job.

6. **Payment Terms:**

100%. Payment will be made within 30 days from the date of receipt of bill duly supported by receipted documents. These bills should be duly certified Works Manager (I/C) – CW&VW or his authorized representative.

- Party has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN No.
- Party has to submit compliance regarding documentation / monthly returns so as 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 to the party on hold till the receipt of ITC by BCL is ensured.

7. **Security Deposit:**

For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit within 15 days of receipt of purchase order 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 order value.

- Security Deposit will be discharged and returned to the contractor only on successful completion of contract period.
- 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.
- 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, MSME units and also PSU Company. However, valid documents for registration of the items tendered to be submitted with the offer.

8. **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. The Performance Bank Guarantee is mandatory irrespective of non-submission of Security Deposit due to availing exemption of Security Deposit stated above. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The performance Bank Guarantee shall remain valid upto fulfillment of contractual obligation period. The Security deposit, if submitted, may be converted to performance Guarantee.

**Note:**

- In case of any query before quoting, bidders may contact Works Manager (I/C) – CW & VW. No claim shall be entertained afterwards.
- ***In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 1.5% of value of SD/PBG per month or per thereof will be applicable for the delay period which will be deducted from party's bills.***
- ***MSE vendors may opt for submission of S.D or PBG as per their choice.***

9. **Splitting of order quantity:**

BCL reserves the right to place order for entire quantity on lowest (L-1) bidder

10. **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 also 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 is to be taken before placement of the repeat orders.

11. **Execution / Completion period:**

As per our requirement and completion within 30.05.2019.

**D. TECHNO-COMMERCIAL BID & EMD (PART-1):**

1. **Earnest Money Deposit (EMD):**

The bidder shall have to submitted of Rs.10,000/- (Rupees Twenty Five Thousand Only) towards Earnest Money (EMD) by Demand Draft / Pay Order in favour of Braithwaite & Co. Ltd. payable at Kolkata or in the form of Bank Guarantee. In case of Bank Guarantee, the validity period should initially be 120 days from the date of opening of the tender. No offer will be accepted without EMD except exemption as mentioned in the tender.

However, for SSI units with single point registration with NSIC / MSME or registered with DGS & D / RDSO for items tendered or for PSU units, submission of EMD and security deposit can be considered for exemption to the extent of monetary limit granted on submission of valid registration certificate for the item tendered.

EMD will be forfeited or revoked if the tender is withdrawn and / or if the price is escalated later within the validity of their offer.

Earnest Money lodged by unsuccessful bidder and shall be refunded / released to them without any interest after finalization of the tender. For successful bidder, entire amount of EMD shall be retained by the company, till submission of S.D or if so decided by the tenderer adjusted against security deposit for the said job.

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

2. Validity: Offer should remain valid for a period of 90 days from the date of opening of this tender.

3. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder otherwise tender will be rejected. However, no correction is allowed in price bid

4. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation Committee may demand further clarification / documents if required.
5. BCL shall reserve the right to cancel the tender at any stage.
6. Bidders shall submit a copy of un-priced bid (i.e. a copy of price bid without any price figure in relevant columns, but marked quoted) along with Techno-Commercial Bid.
7. Bidder shall note that in case prices are quoted in Techno-Commercial Bid, such offers will be rejected.
8. 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 in Techno-commercial Bid.
9. **Unconditional Acceptance:** Party should have to submit the unconditional acceptance of all the tender terms & conditions along with the Techno-commercial Bid or submit the tender document duly signed & stamped as a token of acceptance of tender terms.
10. **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 (PPE) during execution of job. **Copy of GST, PF & ESI registration certificate shall be submitted along with offer.**

**E 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.
- 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/ organizational status nor their name / organizational status has been changed as on date of opening of the tender. In case there is a change in the name / organizational 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.

**F Submission of price:**

- a) Rates should be quoted both in figures as well as in words. In case of difference, rate quoted in words shall be considered.
- b) Price shall be submitted only as per the Format given below.
- c) Overwriting in price figure of the quotation will be rejected.
- d) Rates are to be quoted considering all terms & conditions of the tender.
- e). Lowest bid shall be evaluated on the basis of '**Total Rate per MT**' received in the tender of Price schedule Format.

**Price schedule Format :**

| Job Description  | Total Quantity | Rate per MT | GST | Total Rate PERMT (all inc) |
|--|----------------|-------------|-----|----------------------------|
|  |                | (a)         | (b) | (c) = (a + b)              |
| SCRAP handling & loading on vehicle with crane driver & slinger. | 2500 MT        |             |     |                            |
| TOTAL AMOUNT (all inc) FOR 2500 MT                               |                |             |     |                            |