



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,

TEL: +91 33 2439-7415, 2439-4114, 2439-6613, 2439-7413. Fax: +91 33 2439 7632 / 2439 5607

E-mail: braithwaite\_co@yahoo.com, website-www.braithwaiteindia.com, CIN:U74210WB1976GOI030798

**TENDER ENQUIRY NO. BCL/PUR/PD/gate no. 17 to 19/CW/2018 dt. 12.09.2018**

Sealed Tenders are invited in **Two bid system** for the job of Repairing of Outside road between Gate No. 17 and Gate No. 19 of Clive works along with rectification of Drain as per the Scope of work given in the tender.

Sealed Tender, addressed to **Sr. Manager(Pur), 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 **25.09.2018 (due date) up to 14.30 hrs.** No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt.

Both the parts shall be submitted separately in two envelopes and these shall be put into a 3<sup>rd</sup> envelope and all the 3 envelopes shall be superscribed with our Tender Enquiry No., Date & Due date. Part-II (Price bid) shall be opened only if Part-I is qualified.

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

- Must have completed in the last 7 years ending 31.03.2018, any of the following.
  - a. 3 similar jobs of value each of Rs. 3.84 lacs
  - b. 2 similar jobs of value each of Rs. 4.80 lacs
  - c. 1 similar job of value of Rs. 7.68 lacs,Where, similar job means - "any civil job in involving road repairing"
- Audited / CA Certified Balance Sheet of the last 3(three) Financial years, ending on 31.03.2018
- GST, PF/ESI Registration copies & PAN.

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

**Repairing of outside road between Gate No. 17 to gate no. 19 of Clive works along with the rectification of drain. Approximate length of the road is 1000 ft. (305 meter), width 23 ft. (7.0 meter).**

**Detailed Scope of Work for Repairing (Table A):**

Sl. No.	Job description	Approx. area / qty.
1	Dressing and leveling of existing road.	23000 sq.ft. (2137 sq.mtr.)
2	Bottom level filling and surfacing by spreading of Black Sand for billing of pot holes of the demarked area with 5500CFT, (156.5CM) refused sand in layers. Consolidating the same through saturation with water and properly ramming.	5500 cft. (156.5 cu.mtr.)
3	Supply and Laying pocked Jhama Bricks of ordinary bats of size (38mm to 63mm) of approved quality in 100mm layer (loose)filling in gaps with small one rammed and compact as directed true level grade of area 23,000Sq.Ft. Approximate quantity of Jhama Brick is 7600CFT (215.2.CM). Consolidating and hardening of the same through proper ramming.	23000 sq.ft. (2137 sq.mtr.)
4	Finishing of upper surface (1000Ft x 23Ft), top layer, by rolling with 8 to 10 Ton Diesel Roller to make it suitable for movement of Heavy vehicle. (Rolling job considering 100 Running meter per day)	23000 sq.ft. (2137 sq.mtr.)/ 3 days
5	Making of drain wall, 250 mm brick structure along with 20 mm one side plaster and 2 mm thick net cement.	10.00 cu.mtr.

**Scope of Work for Material Handling(Table B):**

Sl. No.	Job description	Approx. area / qty.
1	Transportation cost for carrying of black refused sand from AW to CW 5500 cft. along with loading and unloading.	14 nos.

**Note Regarding the Scope of Work:**

The quantity mentioned above as in Table A and Table B, is tentative and may vary during the execution of the job. Jobs shall be certified with the progress of work on the basis of measurement sheet and shall be jointly signed by BCL and the party. Joint Inspection and site visit is compulsory before submission of quotation. Interested parties shall visit BCL-CW to see the quantum of jobs before submission of offer. Joint Inspection Report (JIR) in the following format, should be attached with the Techno commercial bid, without which the Price Bid may not be opened.

Sl. No.	Description	Observation	Remarks
1.	The site have been seen/visited by us :Yes/No		
2.	Details of the job have been fully explained to		

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

Signature of BCL

Signature of Party

**I. GENERAL TERMS & CONDITIONS**

- Earnest Money Deposit (E.M.D.):** Earnest Money Deposit of **Rs. 5,000/- (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.
- Offer shall remain valid for 90 days from the date of opening the tender
- Purchaser may ask for further clarification / documents during scrutiny of techno commercial bid(s) received.
- 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.
- 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.

Contd...P/3

6. **Payment:** 100% payment with 30 days credit shall be made from the date of submission of bill(s), along with all relevant documents, after completion of the entire job as per the Scope of Work, duly certified by Manager (Maintenance)-CW & VW or his any authorized representative on the basis of measurement sheet (jointly signed by BCL and party) which shall be carried out with the progress of work. As regards GST, the following clauses shall be adhered to by the successful bidder.
  - The successful bidder/Firm shall give compliance regarding documentation/monthly returns to ensure availing Input Tax Credit (ITC) by BCL, failing which BCL will deduct the resultant amount.
  - During Submission of Bill, the successful bidder/firm shall mention the GSTIN No.
  - BCL reserves the right to keep the payment of GST amount on hold till the receipt of ITC by BCL is ensured.
  
7. **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 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, 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 on completion of all obligations under the contract.
  
8. **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 obligations under the contract.
  
9. **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.
  
10. **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.
  
11. **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 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.

12. Order Quantity Variation: 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 reserves right to place repeat order for a maximum of 75% of order quantity & value at the same rate & terms. However, consent of the supplier will be taken before placing the repeat order.
13. The entire job to be carried out includes the transportation of refused black sand from AW to CW, as part of material handling mentioned in the Scope of Work (i.e. Table B). Inspection of the materials shall be done by BCL Maintenance deptt.
14. **Completion/Delivery:** The entire job has to be carried out at BCL Clive Works 5, Hide Road, Kolkata-700 043, and shall be completed within 1(One) month after the receipt of P.O./L.O.I.
15. For any other query, interested party may contact Manager(Maint)-CW/VW or Works Manager(I/C)-CW & VW.

**II. Additional Terms and Conditions**

1. All necessary materials are to be supplied by the party. The cost given here is inclusive of material and labour handling, etc.
2. Stage inspection with progress of work and Final Inspection after completion of work, shall be carried out by the Maintenance department-CW.

**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 not be considered.
- 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. Any correction in the price bid must be stamped and signed by the signatory authority.
- iv) L-1 evaluation shall be done on the basis of lowest Grand total amount, net of GST. The bidder shall submit rates as per the following Price bid format. GST rates shall be mentioned.

**Repairing Job (Table A):**

Sl. No.	Job description	Approx. area / qty. (R)	Unit Rate (Excl. GST)-Rs.-A	Total Amount(excl. GST)-Rs.-(AXR)
1	Dressing and leveling of existing road.	23000 sq.ft. (2137 sq.mtr.)		
2	Bottom level filling and surfacing by spreading of Black Sand for billing of pot holes of the demarked area with 5500CFT, (156.5CM) refused sand in layers. Consolidating the same through saturation with water and properly ramming.	5500 cft. (156.5 cu.mtr.)		
3	Supply and Laying pocked Jhama Bricks of ordinary bats of size (38mm to 63mm) of approved quality in 100mm layer (loose)filling in gaps with small one rammed and compact as directed true level grade of area 23,000Sq.Ft. Approximate quantity of Jhama Brick is 7600CFT (215.2CM). Consolidating and hardening of the same through proper ramming.	23000 sq.ft. (2137 sq.mtr.)		
4	Finishing of upper surface (1000Ft x 23Ft), top layer, by rolling with 8 to 10 Ton Diesel Roller to make it suitable for movement of Heavy vehicle. (Rolling job considering 100 Running meter per day)	23000 sq.ft. (2137 sq.mtr.)/ 3 days		
5	Making of drain wall, 250 mm brick structure along with 20 mm one side plaster and 2 mm thick net cement.	10.00 cu.mtr.		
<b>Total(P)</b>				

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

**Material Handling(Table B):**

<b>Sl. No.</b>	<b>Job description</b>	<b>Approx. area / qty.(R)</b>	<b>Unit Rate (Excl. GST)-Rs.-A</b>	<b>Total Amount(excl. GST)-Rs.-(AXR)</b>
1	Transportation cost for carrying of black refused sand from AW to CW 5500 cft. along with loading and unloading.	14 nos.		
<b>Total(Q)</b>				

**Grand Total Amount(Excl. GST) – Rs. (P + Q)**

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