



ब्रेथवेट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)

BRAITHWAITE & CO LIMITED

(A Government of India Undertaking)

MINISTRY OF RAILWAYS

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CIN-‘U74210WB1976GOI030798’

Tender Enquiry No: BCL/PUR/Riveting Painting Lettering/PM-SS/AW,VW & CW/18-19 Dated: 11.08.2018

M/s

Sealed offers are invited in two bid system, for engagement of contractor for **Riveting, Painting & Lettering of Old Structures** to be executed at **BCL – Angus Works, Clive Works & Victoria Works** as per scope of supply and terms & conditions given in the tender.

- 1) Closing of Tender Box: 2.30 pm on 24.08.2018
- 2) Opening of Part – I bid: 3.00 pm on 24.08.2018

Your Quotation shall comprise of two parts –

(a) Part-I : Techno-commercial Bid (b) Part-II : Price Bid

Both the parts shall be submitted separately in two envelopes and these shall be put in a 3rd envelope and all the 3 envelopes shall be super-scribed with our Tender Enquiry No., Date & Due date. The quotation will be considered as cancelled if the documents required for Part-I & Part-II are not placed in the respective envelope.

Quotation must be sent in sealed cover either by Registered Post or may be dropped in our **Tender Box No. 2** in case of hand delivery.

Sealed quotations addressed to Sr. Manager (Purchase), Braithwaite & Co. Ltd, Clive Works, 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 **24.08.18** by **2.30 PM**. Techno-commercial bid will be opened on **24.08.18** at **3.00 PM**. Bidders may depute their representative during opening of the tender.

The price bid shall be opened for techno- commercially acceptable bidders for which opening date and time will be intimated in due course.

Tender document can also be downloaded from our website www.braithwaiteindia.com and offer can be submitted meeting the tender requirements.

For Braithwaite & Co. Ltd

SCOPE OF SUPPLY:

Job Description	BCL Unit	Quantity
Riveting, Painting & Lettering of Old Repaired Structures	Clive Works	135 units
	Victoria Works	45 units
Riveting & Lettering of Old Repaired Structures	Angus Works	100 units

- Job to be carried out as per instruction of Workshop – in – charge, BCL.
- Size & Quantity of Rivets may vary from Wagon to Wagon.
- Riveting Quality of Wagons shall be as per RDSO requirement.
- For lettering the legends wherever available such as owning railway wagon type and the wagon no. return date shall be touched up on both sides and left corner of each side consisting of POH & ROD date shall be re-stenciled. A standard marking showing HEAVY REPAIR OF BODY DONE BY BRAITHWAITE, DATE, etc shall be painted on the wagon on third panel on both sides.

Contractor's Responsibility:

- Skilled Manpower along with supervisor shall be provided by the contractor.
- During job execution, if any components / items / consumables consume for than actual requirement, the quantity shall be replenished by the contractor at their own cost.
- All Tools & Tackles and Equipments / Instruments including accessories required for Riveting job are to be provided by contractor.
- For lettering job, Paint Brushes shall be provided by contractor.
- Rivets issued to the contractor shall be made suitable for riveting work as per requirement in the Wagon. Any gas cutting, if required, shall be done by the contractor.
- If any part / whole of riveting job of any wagon are found unfit or unsatisfactory by BCL / BCL's customer, re-work of riveting job shall be carried out in the same wagon by the contractor without any extra charge.
- Contractor shall be liable for safety of their engaged workman, i.e. all safety measures shall be taken during execution of job. BCL shall not be responsible for any mishap or accident. All liabilities shall be on contractor's account.
- 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 techno-commercial bid.
- Contractor shall mobilize with all equipments and manpower within 07 days from date of PO / LOI.

BCL's Responsibility:

- BCL will provide Rivets & Pearl Coke for riveting job and Paints for lettering job.
- Compressed Air, Electricity, Water, approved Drawings, etc required for riveting, painting & lettering job will be provided by BCL.

Note:

- In case of any query before quoting, bidders may contact Works Manager (I/C) – CW & VW and GM (AW) for Angus Works. No claim shall be entertained afterwards.
- Bidders should submit supporting documents with respect to the jobs carried out as a proof of experience with completion certificates.
- Joint Inspection and site visit is compulsory for submission of quotation. Accordingly, the bidder must give a declaration separately as per **Annexure – ‘A’** in the Techno-commercial bid that he has understood the job(s) & the obligations to be performed under the contract, if awarded, and rates quoted accordingly. No claim whatsoever shall be considered afterwards in this regard. **Site Visit declaration is mandatory for the job and the same shall be submitted along with Techno commercial bid.**
- Separate purchase orders are to be placed for Angus Works, Clive Works and Victoria Works.
- Bidders have to quote for any or all the Works which they have to mention in the techno-commercial bid.

For Website Bidders:

Bidders who are 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 31.03.2017.
- Experience of having successfully executed order with reputed companies for similar types of jobs in last **05 years**. Necessary supporting documents shall be submitted as a proof of experience along with the offer.

PART-I: TECHNO-COMMERCIAL BID

General Terms & Conditions:

1 Earnest Money Deposit (E.M.D):_Rs. 5,000 /- (Rupees Five Thousand only)

E.M.D. is required to be deposited as Bid Security and to be submitted in the form of DD/Pay Order drawn in favour of "Braithwaite & Co. Ltd.," payable at Kolkata or you may deposit EMD in the form of Bank Guarantee which will be valid for 4 months from the date of opening of the tender. However, the units registered with DGS&D, SSI Units registered with NSIC for the tendered items, MSME units for the tendered item, PSU units & RDSO approved vendors may be exempted from submission of EMD. Necessary documentary evidence shall have to be submitted along with techno-commercial bid.

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

EMD without any interest shall be returned to unsuccessful bidder after finalization of contract. For successful bidder, the same will be retained by BCL till submission of Security Deposit. EMD can be converted to Security Deposit if so desired by the successful bidder and the party has to submit balance amount of Security Deposit through DD/BG/Pay Order.

EMD should be submitted along with your techno-commercial bid otherwise, your Offer may be considered as cancelled.

2. Security Deposit : 5% of the order value, only in the form of DD/Pay Order / Bank Guarantee from an Indian Nationalised Bank, is to be submitted by the successful bidder at Accounts Dept. of respective works within 15 (Fifteen) days on receipt of Purchase Order, **Security Deposit will be released and returned to the contractor on completion of warranty period under the contract.**

Security Deposit may be waived for SSI, NSIC, MSME units, PSU and vendors registered/ approved by DGS&D & RDSO.

Security Deposit may also be built up by deducting the amount proportionately from each bill of the supplier 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 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 as amended.

3. Performance Guarantee: The Contractor shall have to submit Performance Bank Guarantee for 5% of the order value before receipt of 1st payment. However, Security Deposit (if submitted) may be converted to Performance Bank Guarantee. **The PBG shall be released after completion of warranty period under the contract.**

4. Payment: 100% with 30 days credit from the date of submission of bills with all relevant documents duly certified by In-charge Production, respective Works of BCL / his authorized representative. Bill will be accepted upon getting the Inspection passed by Inspecting officials for each unit. MSME vendors may avail their payment through TReDs platform.

All challan & invoices submitted by the bidder should be GST compliant. The Contractor shall submit necessary documents as required for availing necessary input tax credit by BCL acceptable to tax authorities. They shall have compliance regarding documentation / monthly returns 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 on hold till receipt of ITC by BCL.

5. Delivery: Contractor shall mobilize equipment & manpower within 7 days from the date of PO/LOI. The delivery shall be minimum **@12 units per month for Angus Works, @15 units per month for Clive Works and @05 units per month for Victoria Works** as per Instruction of Works Manager I/C – CW & VW and GM (AW) for Angus Works. However, BCL reserves the right to fix higher delivery targets from time to time, if necessary, as per production planning.

Completion period of the job is 09 months from date of LOI / PO.

Daily time schedule of work will be 24 x 7 basis AND / OR as per instruction of Works Manager I/C – CW & VW / GM (AW).

6. Inspection: Job is to be inspected and passed by BCL Inspector at Final Stage. Any kind of alteration / rectification as per requirement of BCL Inspector at any stage is under the scope of Contractor.

7. Price: F O R BCL – Angus Works, Clive Works and Victoria Works respectively.

8. Price Confirmation: Quoted / Ordered Rate shall remain firm till to the completion of job. Price variation shall not be entertained.

9. Validity: Offer should remain valid for 90 days from the date of opening of the bid.

10. Liquidated Damages: In the event of failure to supply materials within the stipulated delivery date, BCL reserves the right to recover a sum of 0.5% for every week or part thereof by way of Liquidated Damages, subject to a maximum of 10% of the ordered value.

11. Risk Purchase: In the event of your failure to supply the materials within the reasonable period of time as decided by the purchaser, BCL reserve the right to procure the items mentioned in our purchase order from alternative sources on Risk Purchase basis and shall recover the extra cost thereof, if incurred, from you.

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 the sole Arbitrator. Chairman & Managing Director of BCL shall have the right and authority to appoint an Arbitrator who is not connected with either the 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.

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

14. 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 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.

15. Termination of Contract: BCL reserve 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.

16. 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.

17. Guarantee / Warranty: 24 months from the date of commissioning or 30 months after delivery of goods, whichever is earlier.

18. No alternation / inclusion / deviation may be allowed after submission of offer. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be considered as invalid.

19. Tender will be considered cancelled if the document required for Part – 1 & Part – II bids are not placed separately in respective & proper envelope. No prices should be indicated in the Techno-commercial (Part – I) Bid of the bidders else the tender shall be treated as cancelled.

20. A copy of unquoted price bid (i.e. copy of price bid without any price figure but mentioning as “Price Quoted” or “Price Not Quoted” in relevant columns) to be submitted along with Techno-commercial Bid.

21 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 during execution of job. **Copy of GST, PF & ESI registration certificate shall be submitted along with offer.**

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.
- The bid, even though fulfilling the specified qualifying requirements / criteria as specified in this bid document, are liable to be disqualified in case of non-compliance to the following bidders:-
 - The bidder shall not make misleading or false representations in the forms, statements and attachments submitted in proof of qualifying requirements.
 - The bidder must not have a record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completions, etc, in earlier works executed with BCL
 - The bidder must not be blacklisted by any company, Board, organization or Government body.
- Bidders should submit a declaration along with Techno-commercial Bid stating that there is no proposal; under consideration by them with regard to change of their name/ organisational status nor their name / organisational status has been changed as on date of opening of the tender. In case there is a change in the name / organisational 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.

Price Bid Part shall be opened only if Part-I is qualified.

PART-II: PRICE BID

- 1) This part must be free from any condition and signed with stamp. Price Bid without signature shall be considered as cancelled.
- 2) Overwriting / Correction or use of white ink in price figure of the quotation will be rejected.
- 3) The bidder shall submit rate in the following format
- 4) **Lowest bid shall be evaluated Group-wise on the basis of lowest Total Amount (all inclusive).**

GROUP – A: For Angus works

SI No	Job Description	Quantity	Rate / Unit	GST	Total Rate / Unit (all inc)
			(a)	(b)	(c) = (a + b)
01	Riveting Job	100 units			
02	Lettering Job				
TOTAL AMOUNT (all inc) (01+02)					

GROUP – B: For Clive Works

SI No	Job Description	Quantity	Rate / Unit	GST	Total Rate / Unit (all inc)
			(a)	(b)	(c) = (a + b)
01	Riveting Job	135 units			
02	Painting & Lettering Job				
TOTAL AMOUNT (all inc) (01+02)					

GROUP – C: For Victoria Works

SI No	Job Description	Quantity	Rate / Unit	GST	Total Rate / Unit (all inc)
			(a)	(b)	(c) = (a + b)
01	Riveting Job	45 units			
02	Painting & Lettering Job				
TOTAL AMOUNT (all inc) (01+02)					

Annexure – 'A'

"DECLARATION OF THE TENDERER"

1. That I / We _____ am/ are hereby visited the site at Clive Works / Victoria Works / Angus Works and contacted Works Mgr (I/C)-CW & VW / GM (AW) for the jobs to be performed by us. Accordingly, we understood the job(s) & the obligations to be performed under the contract, if awarded, and rates quoted accordingly.
2. That I / We have fully read and understood Design, Specification, other technical details and rate quoted accordingly.
3. We hereby confirm that the work under subject tender shall be executed in the desired time schedule, if awarded the contract.
4. I / We may be punished as per law for any wrong information, misleading facts provided in the tender form besides rejection of my / our tender.
5. In case of any dispute, the Jurisdiction will be Kolkata only.
6. I / We have carefully read the Tender Document, Scope of Work, General terms and conditions for the job and I / We solemnly declare that the terms & conditions are acceptable to me / us & binding on me / us.

Place:

Signature of the Tenderer

Date:

Name of the Tenderer: _____

Full address with seal & stamp: _____
