



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railway)
HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700043,
TEL (033) 2439-7415/4114/6613/7413, FAX : 91 (033)2439-5607 / 2439-7632
E MAIL: purchase@braithwaiteindia.com, Website: www.braithwaiteindia.com
CIN: U74210WB1976GO1030798

Tender no: BCL/PUR/PM/Repairing of Rail Track(35M) /CW/18

Date: 24.07.18

Due Date: 06.08.18

To
M/s

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“Sealed quotation in two bid type is 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 be submitted in two bids i.e. Part – I & Part – II.

- 1. PART – I : Techno – commercial bid & EMD.**
- 2. PART – II : Price bid.**

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

Sealed tender, addressed to **Sr. Manager (Purchase), Braithwaite & Co. Ltd, 5 Hide Road, Kolkata -43** 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 (06.08.18) by 2.30 PM.**

Techno – commercial bid of the tender shall be opened on **06.08.18 dt. 3.00 PM.** During opening of Techno – commercial Bid & EMD (Part – I), and Price Bid (Part – II), the bidders may depute their authorized representative to be present as witness. However, only, the techno – commercially acceptable bidders will be intimated before opening of the price bid. Price Bids (Part – II) shall be opened at a different date for which separate intimation will be sent to the techno-commercially acceptable bidders.

Interested bidders may also download the Tender document from our Website “ www.braithwaiteindia.com” and participate in this tender complying tender conditions.

Bidder should submit GST registration certificate along with Techno Commercial bid.

A. Techno-commercial Bid : (Part -I)

1 Qualifying Criteria: (For Website Bidder/Unregistered Bidders only)

11 Financial Eligibility:

Bidder should have average annual turnover not less than Rs 1.17 lakh during last 3 years ending on 31.03.2017 and should have achieved net profit in any of the above last 3 years.

Copy of Audited/ Chartered Accountant certified Balance sheet and Profit & loss Account of last 3 years ending on 31.03.2017 are to be submitted along with Techno – commercial Bid.

12 Technical Eligibility:

- a) Experience in successful execution of works during last 7 years ending on 30.06.2018 for the following:

Executed at least One similar work of value not less than Rs 3.12 lakh.

OR

Executed Two similar works of each value not less than Rs 1.95 Lakh.

OR

Executed Three similar works of each value not less than Rs 1.56 Lakh.

“ Similar job ” means Civil or infrastructural projects”.

- b) Bidder shall submit copy of Trade License, PAN, PF, ESI & GST registration certificate along with Techno – commercial Bid.
- c) For evaluation of Technical eligibility of bidder as per (a) above, bidder should submit copy of P.O, Completion certificate, bills etc along with Techno-commercial Bid.
- d) For startup MSE vendors relaxation in experience & turn over will be applicable as per norms.**

Detailed Scope of work :

Sl.No	Description of works	Unit	Approx Qty
1	Excavation of earth overburden etc. of existing old rail Track (1 in 8.5') upto a depth of 150 mm below the bottom of sleeper.	Meter	35
2	Dismantling of existing BG track (Any section of Rail with any kind of sleepers)	Meter	35
3	Lifting of old track upto 450 mm with packing and filling of earth	Meter	35
4	Laying of BG straight on curved 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
5	Renewal of existing damaged sleeper by PES of existing track along with lifting of track	No.	20
6	Spreading of track ballast 50 mm nominal size	CuM	42
7	Thorough packing i.e 1 st & 2 nd round packing below the track	Meter	35
8	Trolling of Rails , Sleepers at site for store by Contractor's transport/lorry upto a distance of 1 KM including released materials garbage etc. from site	L.S	1 Lot

List of supply materials

Sl.No	Description of Materials	Unit	Approx Qty
1	Stone Ballast (50 mm size)	CuM	42
2	"J" Type clips (Drg. No. T4158)	Set	40
3	Elastic Rail Clips (Drg. No T3701)	Nos.	140
4	Grooved Rubber Sole Plate (T-3711)	Nos.	140
5	Combination Metal Liner (T-3741 & 3742)	Nos.	140
6	Bolts with nuts (M-25x140)- Drg.No. T1899	Nos.	100
7	Bolts with nuts (M-25x300)- Drg.No. T11514	Nos.	40
8	Single Coil Spring washer (Drg. No. T0733)	Nos.	160
9	Double coil Spring Washer	Nos.	120
10	PVC pipe (31.5 mm diameter)- pressure 2.5kg/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 alongwith Guard rails.

Contractor's responsibility :

i) Contractor shall arrange all the requisite materials except those will be provided by BCL

Part – I (Techno – commercial Bid):**General Terms & Conditions :**

1. Earnest Money Deposit (EMD): Rs 5,000/- (Rupees Five Thousand only).
Bidders shall furnish Rs.5000/- (Rupees Five thousand only) as EMD in the form of crossed account payee demand draft / Pay Order drawn in favour of Braithwaite & Co Ltd. 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. Bids / Offers without EMD will not be considered. EMD of unsuccessful bidders will be returned immediately after finalization of the tender and shall be interest free. In case of a successful bidder, the same shall be retained by the Company till submission of security deposit or if so decided by the bidder to be adjusted against Security Deposit for the said tender.

Bidders registered for the tendered jobs with GeM, SSI units registered with NSC, MSME Units and PSU units approved may be exempted from submission of EMD. **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.**

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.

2. 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 Bank Guarantee (as per format provided by the Purchaser)/ Demand Draft / Pay order which shall remain valid till completion of contract period plus 6 months for catering to Warranty / Guarantee period of spares. The amount of Security Deposit will be 5% of contract value.

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.

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.

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.**

3. Performance Bank Guarantee:

In cases vendors being NSIC, SSI, registered or PSU qualifying for exemption from Security deposit, the Contractor shall submit a performance guarantee in the form of Bank Guarantee obtained from a Nationalized / scheduled bank, in a prescribed BCL format before the receipt of first payment.

The security Deposit may be converted to Performance Bank Guarantee & it will be clearly mentioned in the Purchase order.

The value of the PBG will be 5% of the contract value. The performance bank guarantee shall remain valid till the end of warranty period.

The PBG shall be released to contractor on completion of the guarantee / warranty period with full satisfaction of BCL as per the contract stipulation.

4. Liquidated Damages: In the event of failure on the part of the contractor to complete the job within the stipulated completion period, Braithwaite & Co Ltd reserve the right to recover a sum of 0.5% for every week or part thereof by way of LD subject to a maximum of 10% of the ordered value.

5. 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 BCL. BCL reserve the right to procure the materials from other agency/ agencies at your " RISK PURCHASE" basis and shall recover the extra cost thereof if incurred on the supplier.

6. Arbitration : All questions, disputes or differences whatsoever shall arise between the purchaser and the supplier upon or in relation to or in connection with the contract either party may forthwith give to the other notice in writing of the existing 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 office of the company not below the rank of a General Manager who is not directly with the 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,1956 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.

7. Job to be carried out including supply of all required materials as given above. All materials are to be delivered by the party to BCL, Clive works, Kolkata -43 by their own arrangement and cost. Inspection of materials shall be carried out by BCL representative of Maintenance Deptt./CW

8. Payment terms: Payment shall be made after 30 days from the date of submission of bills with relevant documents after completion of job duly certified by Mgr (Maint)-CW 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.

Common Note for Payment

- i) All Challans, Invoices should be in the form as specified by GST authority.
- ii) Party shall mention the HSN code/SAC code for the tendered/ordered item(s)/Jobs in their invoice alongwith GST rates.
- iii) 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.

9. Completion of job: Job to be completed within 2 (Two) months after receipt of Purchase Order.

10. Inspection : Stage inspection with progress of work and final inspection at completion shall be carried out by BCL.

11. Price Confirmation: Quoted / Ordered rate shall remain firm till the completion of the job. Price variation shall not be entertained.

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

13. Security Deposit & PBG will be released only after completion of warranty / Guarantee period.

14. Guarantee / warranty : 12 months from the date of completion and certification of the job by the concerned Dept/ Indenter.

15. Job Certification : job will certified by Manager(Maint – CW/WW)/ his authorized representatives.

16. Bill certification : Bill will be certified by Mgr (Maint)- CW & WW / his authorized representatives. Bills shall be accompanied with all relevant documents including receipt copies of all news supply items.

17. Rejection : The contractor shall arrange for rectification of rejected / 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.

18. 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.

19. Un conditional Acceptance: Party should have to submit the unconditional acceptance of all the tender terms & conditions along with the Techno- commercial Bid.

20. No alteration/ 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.

21. A joint inspection report shall be prepared on the basis of parties 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.

22. Interested Bidder should visit the site to assess the job to be done before submission of quotation. For any query / clarification, bidder may contract Works Manager(I/C)- CW& WW/ Manager (Maint- CW/VW). The bidder should ensure / understand the job and accordingly they should submit a **Joint Inspection Report (JIR)** separately in techno –commercial bid and they have understood the job and rate is to be quoted accordingly. Afterwards, no claim for increase of rate shall be accepted by BCL on any ground.

23. Price bid part shall be opened only if Part –I is qualified.

PART -II (PRICE BID):

1. The rate to be quoted both in figures and words. The quoted rate should not be different between figures and words. If there is difference between the figures and words, we will take the quoted rate in words only.
2. This part must be free from any condition and signed with stamp.
3. Overwriting / use of white ink/ correction in price figure of the quotation will be rejected.
4. The bidder shall submit rate in the following format
5. Price Bid without signature shall be considered as cancelled.
6. **Lowest bid shall be evaluated on the basis of overall Grand total amount as per Price Bid Format.**

Price Bid Format:

GROUP-A: JOB

Sl. No	Job description	Unit (approx)	Qty	Unit Rate(Rs.)	GST per unit (Rs.)	TOTAL for full qty (Rs.)
1	Excavation of earth overburden etc. of existing old rail Track (1 in 8.5") upto a depth of 150 mm below the bottom of sleeper.	Meter	35			
2	Dismantling of existing BG track (Any section of Rail with any kind of sleepers)	Meter	35			
3	Lifting of old track upto 450 mm with packing and filling of earth	Meter	35			
4	Laying of BG straight on curved 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			
5	Renewal of existing damaged sleeper by PES of existing track along with lifting of track	No.	20			
6	Spreading of track ballast 50 mm nominal size	CuM	42			
7	Thorough packing i.e 1 st & 2 nd round packing below the track	Meter	35			
8	Trolling of Rails , Sleepers at site for store by Contractor's transport/lorry upto a distance of 1 KM including released materials garbage etc. from site	LS	1 Lot			
9						
	Total (Rs.)					

GROUP : B - SUPPLY MATERIALS						
Sl.No	Details of supply	Unit	Approx Qty	Unit Rate(Rs.)	GST per unit (Rs.)	TOTAL for full qty (Rs.)
1	Stone Ballast (50 mm size)	CuM	42			
2	"J" Type clips (Drg. No. T4158)	Set	40			
3	Elastic Rail Clips (Drg. No T3701)	Nos.	140			
4	Grooved Rubber Sole Plate (T-3711)	Nos.	140			
5	Combination Metal Liner (T-3741 & 3742)	Nos.	140			
6	Bolts with nuts (M-25x140)- Drg.No. T1899	Nos.	100			
7	Bolts with nuts (M-25x300)- Drg.No. T11514	Nos.	40			
8	Single Coil Spring washer (Drg. No. T0733)	Nos.	160			
9	Double coil Spring Washer	Nos.	120			
10	PVC pipe (31.5 mm diameter)- pressure 2.5kg/cm2 & wall thickness 5 mm	Meter	84			

Grand total Amount = Amount of GROUP-A + GROUP-B = Rs.

Braithwaite & Co Ltd.

JOINT INSPECTION REPORT FORMAT.

Sl.no	Description	Observation if any	Remarks
1.	The site has been shown / visited by us - YES / NO.		
2.	Details of job as per Annexure -I,II,III, IV has been shown and explained to us.		

Bidder's Declaration: I / We have been shown and explained all the parameter associated with this job and we are submitting our quotations being fully aware of all the parameter of job.

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Signature of BCL authority

Date :

.....
Signature of Bidder

Date :