



## 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](mailto:purchase@braithwaiteindia.com), Website: [www.braithwaiteindia.com](http://www.braithwaiteindia.com)  
CIN: U74210WB1976GO1030798

Tender no: BCL/PUR/PM/Repairing of Road /Gate-7/AW/18

Date: 04.08.18

Due Date: 17.08.18

To,  
M/s .....

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**“Sealed quotation in two bid type is invited for engagement of contractor for Repairing of Road at BCL-AW Residential Area ( Gate No.7) as per tender “.**

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 3<sup>rd</sup>. 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 (17.08.18 ) by 2.30 PM.**

Techno – commercial bid of the tender shall be opened on **17.08.18 at 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](http://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)**

**11 Financial Eligibility:**

Bidder should have average annual turnover not less than Rs 1.15 lakh during last 3 years ending on 31.03.2017 and should have achieved net profit in any of the above last 3 years. The bidders should also have positive net worth as on 31.03.2017.

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 31.07.2018 for the following:

Executed at least One similar work of value not less than Rs 3.06 lakh.

OR

Executed Two similar works of each value not less than Rs 1.91 Lakh.

OR

Executed Three similar works of each value not less than Rs 1.53 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 1.2(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	Approx Qty
1	Earthwork excavation	1500 Cuft
2	Dressing, Levelling & Ramming	600 Sq.ft
3	Filling of Road by Black Sand of AW Foundry. The Contractor is to carry the Black sand by Truck from Foundry to Gate No.7 by their own arrangement & Costs.	LS
4	10" Thick 1st class Brickwork by sand, cement, Mortar ( 1:4 proportion)	250 Cuft.
5	5" Thick 1st class Brickwork by sand, cement, Mortar ( 1:4 proportion)	800 Sq.ft
6	Spreading of Cement, sand, Mortar ( 1:4 proportion) mixture on Top	5000 Sq.Ft
7	Brick soling by 1st class bricks	2800 Sq.ft
8	Pointing by Sand, Cement, Mortar ( 1:4 proportion)	3500 Sq.ft

**SPECIAL NOTE:**

**i) Contractor's Scope of supply : To complete the entire job, all supply items as mentioned above have to be supplied by the contractor. Record of quantities of Sand shifted for the job shall have to be maintained at Gate No. 7 & Main Gate of BCL**

**Part – I ( Techno – commercial Bid)****General Terms & Conditions :****1. Earnest Money Deposit (EMD): Rs 5,000/- ( Rupees Ten Thousand only).**

Bidders shall furnish Rs.5,000/- (Rupees Ten 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 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 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 other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudicator of sole Arbitrator. Managing Director/CMD 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.

**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, Angus works Residential premises by their own arrangement and cost. Inspection of materials shall be carried out by BCL representative of Maintenance Deptt./AW

**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 In-charge (Maint)-AW 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.

**8. Completion of job:** Job to be completed within **3 (Three) months** after receipt of Purchase Order.

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

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

11. **Validity** : Offer should remain valid for 90 days from the date of opening of the bid.
12. PBG will be released only after completion of warranty / Guarantee period.
13. **Guarantee / warranty** : **01 year from the date of completion and certification of the job by the concerned Dept/ Indenter.**
14. **Job Certification** : Job will certified by In-charge(Maint – AW)/ his authorized representatives.
15. **Bill certification** : Bill will be certified by In-charge (Maint)- AW / his authorized representatives. Bills shall be accompanied with all relevant documents including receipt copies of all news supply items.
16. **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.
17. **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.
18. **Un conditional Acceptance**: Party should have to submit the unconditional acceptance of all the tender terms & conditions along with the Techno- commercial Bid.
19. 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.
20. 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.
21. Interested Bidder should visit the site to assess the job to be done before submission of quotation. For any query / clarification, bidder may contact DGM(Maint)/In-charge ( Personnel Dept./AW). 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.
22. 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 Grand total amount as per Price Bid Format.**

**Price Bid Format:**

Sl. No	Job description	Unit	Qty	Unit Rate(Rs.)	GST per unit (Rs.)	Total per unit (Rs.)	TOTAL for full tender qty (Rs.)
1	Earthwork excavation	Cuft	1500				
2	Dressing, Levelling & Ramming	Sq.ft	600				
3	Filling of Road by Black Sand of AW Foundry. The Contractor is to carry the Black sand by Truck from Foundry to Gate No.7 by their own arrangement & Costs.	L.S	L.S				
4	10" Thick 1st class Brickwork by sand, cement, Mortar ( 1:4 proportion)	Cuft	250				
5	5" Thick 1st class Brickwork by sand, cement, Mortar ( 1:4 proportion)	Sq.ft	800				
6	Spreading of Cement, sand, Mortar ( 1:4 proportion) mixture on Top	Sq.ft	500				
7	Brick soling by 1st class bricks	Sq.ft	280				
8	Pointing by Sand, Cement, Mortar ( 1:4 proportion)	Sq.ft	350				
<b>GRAND TOTAL ( Rs.)</b>							

**JOINT INSPECTION REPORT(JIR) FORMAT**

Sl.no	Description	Observation if any	Remarks
1.	The site has been shown / visited by us - YES / NO.		
2.	Details of job 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.

Signature of BCL authority  
( Maintenance Deptt/AW)  
Date :

Signature of BCL authority  
( P&A Department/AW)  
Date :

Signature of Bidder  
Date: