



ब्रेथवेट 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
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CIN-‘U74210WB1976GOI030798’

Tender Enquiry No: BCL/PUR/MS Scrap Cutting/VW/18-19 Dated: 28.09.2018

M/s

Sealed offers are invited in single bid system, for engagement of contractor for **MS Scrap Cutting and Shifting** to be executed at **BCL – Victoria Works and / Clive Works** as per scope of supply and terms & conditions given in the tender.

- 1) Closing of Tender Box: 2.30 pm on 04.10.2018
- 2) Opening of Part – I bid: 3.00 pm on 04.10.2018

Your Quotation shall comprise of two parts –

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

Both the parts shall be submitted in a single envelope and shall be super-scribed with our Tender Enquiry No., Date & Due date.

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 **04.10.18** by **2.30 PM**. Both the bids will be opened on **04.10.18** at **3.00 PM**. Bidders may depute their representative during opening of the tender.

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

SCOPE OF SUPPLY:

Job Description	Quantity
Scrap Cutting and Shifting of MS Scrap (IS: 2062) Scrap Size: 500 mm (max) X 500 mm (max) X 1 mm to 50 mm thick (max).	500 MT
Scrap Cutting and Shifting of MS Scrap (IS: 2062) Scrap Size: Length 3000 mm (max) or below, Width 600 mm (max) or below, Thickness 1 mm to 50 mm (max).	700 MT

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 before and / or after gas cutting operation.
- **Safety Measures:** To be taken as per industrial norms. BCL will have no liability in this regard.
- **Machineries & Manpower:** Gas cutting set along with all accessories (viz. hose pipe, nozzles, regulators, etc) to execute the job. Other required tools and tackles / equipments / accessories to execute the job in all respect. Wire sling rope for material movement. Plasma accessories including tips along with maintenance (if required). Skilled labours along with supervisors, 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.

BCL's Responsibility:

- BCL will provide Consumables – LPG & Oxygen Gas.
- BCL will provide electricity, working space and water.
- BCL will provide Plasma Machine & EOT Crane without operator.

Note:

- In case of any query before quoting, bidders may contact Works Manager (I/C) – CW & VW. No claim shall be entertained afterwards.
- Bidders have to quote for both type of MS scraps or else their offer is not to be considered.

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 Purchase Orders along with documents for completion shall be submitted as a proof of experience along with the offer.

PART-I: TECHNO-COMMERCIAL PART

General Terms & Conditions:

1 Earnest Money Deposit (E.M.D):_Rs. 10,000 /- (Rupees Ten 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. Execution / Completion: As per our requirement and **Completion within 31.03.2019**. Bidders shall mobilize all equipments and manpower within 07 days from date of receiving of LOI / PO.

6. Inspection: By BCL – Victoria Works / Clive Works

7. Price: F O R BCL – Victoria Works.

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 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.

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. 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.

18. 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.**

19. Splitting of order quantity: BCL reserves the right to place order for entire quantity on lowest (L-1) bidder or BCL reserves the right to split the tender quantity in 60:40 ratio between the L-1 bidder and any other bidder by issuance of counter 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 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 PART

- 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 on the basis of lowest Grand Total Amount (all inclusive).**

SI No	Job Description	Quantity	Rate / Unit	GST	Total Rate / Unit (all inc)
			(a)	(b)	(c) = (a + b)
01	Scrap Cutting and Shifting of MS Scrap (IS: 2062) Scrap Size: 500 mm (max) X 500 mm (max) X 1 mm to 50 mm thick (max).	500 MT			
02	Scrap Cutting and Shifting of MS Scrap (IS: 2062) Scrap Size: Length 3000 mm (max) or below, Width 600 mm (max) or below, Thickness 1 mm to 50 mm (max).	700 MT			
GRAND TOTAL AMOUNT (all inc) (01+02)					

For Braithwaite & Co. Ltd.