



# BRAITHWAITE & CO LIMITED

(A Government of India Undertaking)

**SUBSIDIARY OF BBUNL**

Accredited with Quality Standards

ISO 9001 for Cranes / ISO 9002 for Railway Wagons

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA - 43, TEL 2439-7415, 2439-4114, 2439-6613, 2439-7413

E MAIL : [purchase@braithwaiteindia.com](mailto:purchase@braithwaiteindia.com) FAX : 91 (033)2439 7632 / 2439 5607.

Ref: Tender Enquiry No. BWT/CORP/PUR/CAP/RTVW/NPG/2006

Dated: 24.05.2006

Dear Sirs,

Please quote your rates for construction of Drain, Wall etc. along Railway Track at Braithwaite & Co. Ltd – Victoria Works. The detailed Scope of Work mentioned in Annexure-A.

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 3<sup>rd</sup> envelope and all the 3 envelopes shall be superscribed with our Tender Enquiry No.BWT/CORP/PUR/CAP/RTVW/NPG/2006 Dated: .05.2006 due on .5.2006.

Before submission of quotations (Techno-commercial bid as well as Price Bid) the Contractor/Bidder may visit the site. Please note that Joint Inspection Report of the site before submission of offer is extremely important.

**The quotation should reach us by 06.06.2006.**

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.

The general terms & conditions mentioned in Annexure-B

Sealed quotations addressed to Manager (Purchase), Braithwaite & Co. Ltd., 5 Hide Road, Kolkata 700043 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 06.06.2006. The techno-commercial bid will be opened on 07.06.06 at 2.30 p.m. You may present during opening of the tender.

An unconditional acceptance of commercial terms & conditions stipulated in Annexure-B of this tender enquiry is to be given alongwith the offer.

For Braithwaite & Co. Ltd

N P Ghosh  
Assistant Manager (Purchase)

Encl: Annexure – A & B

Tender Enquiry No BWT/CORP/PUR/CAP/RTVW/NPG/2006

PART –I : Techno – Commercial Bid

**Terms & Conditions**

1. Earnest Money Deposit (EMD) : Rs. 2,000/- ( Rupees Two thousand only)

E.M.D. is required to be submitted by Demand Draft/Pay Order/Bid Bond in the form of Bank Guarantee (format enclosed) and drawn in favour of Braithwaite & Co. Ltd. payable at Kolkata . However, for SSI units with single point registration with NSIC, payment of EMD/Security Deposit can be considered for exemption to the extent of monetary limit granted on submission of valid NSIC registration certificate for the items tendered. Copy of valid NSIC Registration Certificate should be furnished.

EMD will be forfeited or revoked if the tender is withdrawn 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 finalisation of contract.

2. Credentials :

Tenderer must submit the following documents:

- a) Copy of Sales Tax Clearance Certificate
- b) Copies of purchase orders for similar type of job done

3. Security Deposit: Security Deposit @ 10% of ordered value in the form of DD/Pay Order/Bank Guarantee must be submitted by the successful bidder within 10 (ten) days of receipt of Purchase Order.
4. Performance Guarantee : After completion of the job, @ 10% of the total order value in the form of DD/Pay Order/Bank Guarantee to be submitted duly valid till completion of guarantee/warranty period. However, security deposit may be converted to Performance Bank Guarantee.
5. Payment terms : 90% Payment will be made against your R/A bills within 30 days from the date of submission of bills enclosing two copies of joint measurement sheet certifying the successful completion of work. Measurement Sheets should be signed on behalf of Braithwaite by Manager (Maintenance)-CW/VW or his authorised representative and 10% after successful commissioning against submission of Performance Bank Guarantee. Alternatively, 10% payment is to be retained as retention money and will be released after one year from the date of completion/commissioning of the job.
6. Offer should remain valid for 90 days from the date of this tender.
7. The contractor's/bidder's rate should include supply of labour, material, tools & tackles, consumable excepting Necessary Cement, reinforcement round and burnt sand/rubbish will be supplied by Braithwaite & Co. Ltd free of charge. No extra charges will be paid for collection of materials from our stock/stores to site of work.
8. Electricity, water, space provided by BWT free of charges.
9. Quoted rate should remain firm till completion of the job and Price variation or wage escalation shall not be entertained.
10. The Contractor will maintain necessary registers as prescribed by the various acts in respect of your employees at your cost. The contractor will also comply with all other labour laws, rules & regulations and directives in force or framed/issued from time to time by Govt. (Central/State) or any local or duly constitution authority applicable to the work for which, no extra charge will be paid by BWT.

11. Contractor will ensure that persons employed by you on the works are competent in their respective occupations and the workmanship shall be of highest standard and to our satisfaction. It will be your responsibility to adhere to safety regulations in force at the site of work and fulfill all statutory obligations applicable to that area and Braithwaite under no circumstances shall be held responsible to any mishap/accident/injury to your workmen caused due to your negligence on safety measure.
12. Contractor/bidder will on the instruction of Manager (Maint.)-CW/VW-BWT or his authorised representative, remove from our Works any person/persons employed by him who may be, in the opinion of our Manager (Maintenance)-CW/VW or his authorised representative, incompetent or misbehaving himself/themselves and such person/persons shall not be employed by the contractor further without the written permission of our Manager (Maintenance).
13. Contractor will provide, at their cost a full time competent Supervisor at the work site, Supervisor shall receive instructions from our Manager (Maintenance)-CW/VW or his authorised representative from time to time and shall be responsible to him for execution of work under his guidance.
14. Contractor labour shall be required to comply with Company's Rules and Regulations, which may be in force from time to time.
15. Quantity variation: Purchaser reserves the right to increase/decrease the ordered quantity upto +/- 30% at the same terms and conditions with extended delivery date, if required.
16. Splitting of Tender: The purchaser reserves the right to split up the tendered quantity as well as job within more than one bidder without assigning any reason to the bidder(s).
17. The tender is not transferable.
18. Liquidated Damages: In the event of failure on the part of the contractor to complete the job within the stipulated completion period, the purchaser reserves the right to recover a sum of 0.5% for every week or part thereof by way of L.D. subject to maximum limit of 10% of the ordered value.
19. 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,BWT 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.
20. Arbitration : Any dispute and difference, whatsoever arising between the contractor and the purchaser out of or relating to the construction, meaning, scope, operation or effect of the contract or validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration in pursuance thereof shall be binding on the contractor.
21. Tender will be considered as cancelled if the documents as required for part –I and part-II are not placed in respective envelope.
22. Any legal dispute that may arise will be settled within the jurisdiction of court of Kolkata.
23. The contractor shall mobilize his manpower and resources for commencement of job(s) within seven (7) days from the date of receipt of purchase order / L.O.I.
24. Inspection: The entire job will be subject to inspection by Braithwaite & Co. Ltd.
25. Completion period: The job shall be completed within 60 days from the date of receipt of purchase order .
26. The job cannot be sub-contracted by the contractor fully/partly without the permission of the purchaser.

27. Guarantee: The job shall be guaranteed for a period of twelve (12) months from the date of completion of the job.

Contd....3

Page-3

28. Braithwaite reserves the right to terminate the contract / order by giving seven (7) days notice at any point of time.

29. The purchaser will not pay any idle labour charges during execution of the job under any circumstance.

30. Canteen facilities will not be provided by the purchaser. Arrangement of meals and tiffin, if any, for contractor's employee will have to be made by the contractor from outside at his cost.

31. The contractor and his employees should follow all the instruction given to the contractor or his authorized representative by the purchaser while doing job within the premises of the purchaser.

32. The contractor's workmen should be covered by proper insurance against any injury / accident and / or death. The purchaser will not be responsible on this account under any circumstance. In case of coverage by ESI or Group Insurance, documentary evidence must be produced before taking up the work. The contractor shall observe all safety rules and regulations as per requirement of the particular nature of work.

33. The contractor will fulfill statutory obligations as under :

- a) Contract Labour (Regulation & Abolition) Act, 1970
- b) Contract Labour (Regulation & Abolition) Rules, 1970
- c) E.S.I. Scheme Act.
- d) Minimum Wages Act & Rules as fixed by Govt. time to time
- e) P.F. Act, 1952, Pension Act and allied Scheme
- f) Payment as per Bonus Act.
- g) To contribute as per Provident Fund Act, 1952, E.S.I. Scheme Act and Minimum Wage Act & Rules as fixed by Govt. from time to time.

34. The contractor/bidder should declare that they would be complying with the provisions & statutory requirement of contract labour (Regulation & Abolition) Act.

35. In case of any damage done to materials of Braithwaite by contractor's people during execution of work, it will be binding to the contractor to compensate Braithwaite for the damage done and amount of compensation will be decided by Braithwaite.

36. Braithwaite & Co. Ltd reserve the right to accept or reject the tender partly or fully without assigning any reason.

37. Unconditional acceptance of the terms & conditions as mentioned in annexure – B should be given by the bidder along with the offer.

Contd....4

## PART-II : PRICE BID

- I) The rate will remain firm till the execution of the order
- II) The rate to be quoted both in figures and words
- III) Over writing in price figure of the quotation will be rejected
- III) The bidder shall submit rates as per the enclosed format.

Sl.No.	Particulars of job	Approx. Qty	Rate	Total Amount
01	Earthwork in excavation & removal of surplus earth to outside of Co. Premises	2400 cft		
02	Dressing, remmimg and 3" flat Brick Soling	1000 sft		
03	Cement Brick work with 1:4 cement sand mortar	3600 cft		
04	Plastering (1:6 mix)	7200 sft		
05	Plain Cement concrete (1:3:6 mix) with ¾ and down stone chips	330 cft		

For Braithwaite &amp; Co. Ltd