TENDER NO. BCL/PUR/AB /copper earth pit/CW/2019  
Dt. 05.02.2020

To,
M/s. _______________

"SEALED OFFERS IN TWO BIDS TYPE ENQUIRY ARE INVITED FOR SUPPLY AND CONSTRUCTION OF SOLID COPPER EARTH PIT AT CLIVE & VICTORIA WORKS, AS PER TENDER CONDITIONS.

The offer should be submitted as under:

i. Part-I : Techno-commercial Bid
ii. Part-II : Price Bid.

These two parts shall be inserted separately in 2 (two) sealed envelopes super scribing tender number and part number. These two envelopes shall be put in 3\textsuperscript{rd} envelope and all the envelopes shall be super scribed with our Tender No., Part No., Box No. and Due date.

Sealed Tender, addressed to Dy.Manager (pur), Braithwaite & Co. Ltd. 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 14.02.2020 (due date) by 2.30 P.M.

Bidders who are interested to participate in the tender may also download the tender document from our Website 'www.braithwaiteindia.com' for which they have to submit all papers related to their credential and meet the eligibility conditions as per Techno commercial Bid (Part-I). Price part-II should contain only price.

Techno commercial bid shall be opened on 14.02.2020 at 3:00 P.M. During opening of Bid, the bidders may depute their authorized representative to be present as witness.
A. **Techno-commercial Bid :- (Part- I)**

1. Qualifying Criteria : (Website Bidder Only)

1.1 Financial Eligibility :-

Bidder should have average annual turnover not less than Rs. 1.62 lakh last 3 years ending on 31.03.2019 and should have achieved net profit in any of the above last 3 years.

Certified copy of Audited Balance Sheet and profit & Loss Account of last 3 years ending 31.03.2019 are to be submitted along with Techno-commercial Bid.

1.2 Technical Eligibility :-

a) Experience in successful execution of works during last 7 years ending on 31.12.2019 for the following

Executed at least One similar work of value not less than Rs. 4.30 lakh

OR

Executed Two similar works of each value not less than Rs. 2.69 lakh

OR

Executed Three Similar works of each value not less than Rs.2.15 lakh

“Similar Job” means Electrical job with civil job or without civil job/construction of copper earth pit.

a). Bidder shall submit copy of **valid electrical license holder Certificate from any GOVT. Authority**, Trade License, PAN, PF, ESI & GST registration certificate along with Techno-commercial Bid.

b). For valuation of Technical eligibility of bidder as per (a) above, bidder should submitted copy of P.O. Completion certificate, bills etc along with Techno-commercial Bid.
A. Scope of supply/ construction at CW & VW

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
</tr>
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<tbody>
<tr>
<td>1. Supply and construction of solid copper earth pit of depth 3 meter for CNC machine. 3 meter long G.I. pipe of class –B, 50mm diameter with copper earth plate (size: 600 x 600 x 6 mm) having funnel with wire mesh with 2 nos copper flat 50 x 6 mm, copper braized with earth flat, shall be placed inside the PIT. Alternate layers of charcoal &amp; salt to be filled inside the earth pit, installation and commissioning of earth pit. Including testing and laying of earth strip for inter connection of the machine and cutting bed. The above job is including of digging of earth pit (1.5m x 1.5m). The top of the pipe can be covered with a T- section to prevent mud and dust from entering and clogging the pipe.</td>
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<td>40.00 meter</td>
</tr>
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</table>

Note: The above is urgently required for installation of 6 nos, earth pit of another MESSERS plasma cutting machine at Bay-4 of Clive works along with 1 no earth pit of existing MESSERS plasma cutting machine at Bay -5 of Clive works and 1 no. earth pit of existing MESSERS plasma cutting machine at Victoria works.

Terms & conditions for the above job/supply.

a) Above mentioned supply items shall be supplied at our CLIVE works, General stores, Kolkata-43

b) The total job are to be carried out within two months, among which 6 nos for new machine to be carried out within 15 days from the date of receipt of purchase order.

c) Materials shall be delivered at free of charge on F.O.R. basis at CW unit.

d) Interested party shall visit our workshop for inspection of the place and scope of works that to be carried out. This inspection report shall be jointly signed by the party and BCL and must be submitted along with the offer.

e) Lowest bid will be evaluated against in totality basis, received from the bidder.

f) An unconditional acceptance of all notes, terms & conditions of the tender must be given along with techno commercial offer (part-I).

g) Inspection by Braithwaite & Co. Ltd., at the time of delivery and stage inspection also.

h) Guarantee/warranty period: The party has to give one year guarantee for the above job from the date of successful commissioning and handover.

i) The contactor should maintain industrial safety norms during handing of machine at or within BWT premises.

j) Job to be carried out with prior program especially on Sunday/Holidays if shut down of power is required for existing machine and any day for new machine.

k) For any further query, party may communicate with works Manager (I/C)- CW6VW / Manager (Maint.)- CW 6VW.

l) Joint inspection and site visit is compulsory before submission of quotation, joint inspection report (JIR) in the following format to be attached with techno commercial bid. To avoid future complications site inspection and JIR in the following format is required to be submitted.
<table>
<thead>
<tr>
<th>Sl.no.</th>
<th>Description</th>
<th>Observation</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The site have seen/visited by us: YES/NO.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Detail of the job in Annexure-1 has been fully explain to us.</td>
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</table>

Declaration: I/We have been shown and explain all the parameter associated with the job and we are submitting our quotation being fully aware of all particular of the job.

Signature of BCL          Signature of Party

**General Terms & Conditions:**

1. Price quoted or order rate(s) should remain FIRM up to end of the contract period. During the period of contract, no request shall be entertained for any hike in the rates due to any reason whatsoever.

2. The contractor/vendors shall not assign or sublet the contract in part or full to any other person / agency.

3. **Security Deposit:** For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit within 15 days of receipt of purchase orders in the form of DD / pay order/ Bank Guarantee valid till completion of the order. The amount of Security Deposit will be 5% of the contract value for the respective jobs / orders.
   Security Deposit will be discharged and returned to the contractor completion of contractor’s 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 orders. 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 the 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 amended.
   In case, SD/ PBG is not submitted in time, a penalty of 1.5% of value of SD/ PBG per month or per thereof will be applicable for the delay period which will be deducted from the parties bill.

   Security Deposit may be exempted for NSIC, SSI, ROSO / D.G.S.D registered bidders, OEM and also PSU Company. However, valid documents for registration of the items tendered to be submitted with the techno-commercial bid.

4. **Performance Bank Guarantee:** The contractor shall have to submit Performance Bank Guarantee for 5% of Order value as per format to be provided by BCL after placement of order. In respect of vendors being NSIC, MSME units, SSI, DGS & D, ROSO registered, OEM or PSU qualifying for exemption of submission of security deposit, Performance Bank Guarantee for 5% of order value is to be submitted by them. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The Performance Bank Guarantee shall remain valid up to the warranty period.

   The Security Deposit, if submitted, may be converted to Performance Guarantee. The contractors who will submit Security Deposit, no performance Bank Guarantee is required to be submitted by them in such case.
In case, SD/PBG is not submitted in time, a penalty of 1.5% of value of SD/ PBG per month or part thereof will be applicable for the delay period which will be deducted from the parties bill.

Even providing Bank Guarantee, contractors are responsible for the quality of the workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for bad workmanship, the contractor shall arrange rectifying the defects / replacement wherever applicable within 2 weeks from the date of receipt of intimation at free of cost.

5. **Liquidated Damages**: In the event of failure on the part of the contractor to complete the job within the stipulated completion period, Braithwaite reserves the right to recover a sum of 0.5% for every week or part thereof vehicle wise, by way of L.D subject to a maximum of 10% of the ordered value apart from other penalties.

6. **Risk Purchase**: In the event of failure or delayed execution within the reasonable period, the order may be cancelled and the purchaser reserves the right to get the job done by other Agency / Agencies on Risk Purchase basis and shall recover the extra cost thereof, if incurred from the contractor. BCL reserve the right to forfeit the Security Deposit / PBG also of the defaulting firm.

7. **Arbitration**: All questions, disputes or differences whatsoever if arise between the purchaser and the contractor upon or in relation to or in connection with the contract, either party 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 adjudication of sole arbitrator. MD / CMD - BCL shall have the right and authority to appoint any officer of the company as arbitrator not below the rank of a General Manager who is not directly connected with 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, 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.

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

9. **Payment terms**: Payment shall be made after submission of bill (s) with 30 days credit with relevant documents after completion of part or full job/supply duly certified by Manager (Maint)- CW & VW or his authorized representative. Payment for GST shall be made at actual as applicable as per prevailing rate against relevant documents.

**Common Note for Payment**

- All Challans, Invoices should be in the form as specified by GST authority.
- Party shall mention the HSN code/SAC code for the ordered item(s)/Jobs in their invoice along with GST rates.
- 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.
- BCL also reserves the right to terminate the contract with 15 days notice if, the contractor’s performance found unsatisfactory.
11. TAXES & DUTIES:

The quoted rate shall be exclusive of GST as applicable. However, the Bidder may indicate amount of GST applicable in their Bid. While submitting bill for claiming payment, the break-up of GST must have to be submitted in the bill.

The contractor shall submit necessary documents as required for availing necessary input tax credit by BCL acceptable to tax authorities.

12. EVALUATION OF LOWEST BID: Evaluation of lowest bid shall be made on the basis of grand total price in Price Bid Format

13. Validity: Offer should remain valid for a period of 90 days from the date of opening of this tender.

14. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be rejected. However, any correction in price bid may result in rejection of Bid.

15. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, Tender Evaluation Committee / purchaser may demand further clarification / documents if required.

16. BCL shall reserve the right to cancel the tender at any stage before finalization of the tender.

17. NSIC / MSME/SSI registered bidders should submit copy of their valid registration documents along with indication of ownership (i.e. whether SC / ST). In case the owner is of SC/ST category, copy of necessary document is to be submitted.

E. Earnest Money Deposit (EMD):

a) Earnest Money Deposit of Rs.5,000/- (Rupees five Thousand Only) is required to be submitted by Demand Draft/ Pay Order in favour of Braithwaite & Co. Limited, 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. The units registered with DGS&D, SSI units registered with NSIC / MSME for the tendered items only OEM and PSU units may be exempted from submission of EMD. Necessary documentary evidence shall have to be submitted along with the techno-commercial bid.

b) 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.

c) EMD shall be returned to unsuccessful bidder after finalization of the tender without any interest. For successful bidder, the same will be retained by BCL till completion of the job or till submission of Security Deposit or if so decided by the bidder adjusted against Security Deposit for the said job.

IMPORTANT FOR BIDDERS

a. No offer will be considered without EMD except for the exemptions specified in the tender document.

b. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender is liable for rejection.

c. Alteration, inclusion, deviation will not be allowed once the bid is submitted. However Tender Evaluation Committee may demand further clarification, if required.

d. The tender is not transferable.
e. Bidders are requested to submit their price as per the Price Bid Format given in a separate sheet.

f. Tender will be considered cancelled if the documents required in bids are not placed in the envelope.

**PRICE BID (PART-II):**

Price Bid of the tender should contain only price. Techno-commercial parts (part-I) of the tender shall be opened on due date in presence of bidder’s authorized representatives who wish to attend tender opening. No overwriting or correction will be allowed in Price part. Price bids shall be opened for part-I qualified bidders only. Price shall only be quoted as per format of the Price Bid. In case of non-submission of Price Bid properly, the offer may run the risk of rejection.

Price Bid should be submitted in the following format:
- This part must be free from any condition.
- Rates should be quoted both in words & figures.
- Lowest Bid shall be evaluated as per Lowest Bid Evaluation criteria specified in the tender document.

**PRICE BID FORMAT**

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Basic rate/unit</th>
<th>GST</th>
<th>Total rate/unit</th>
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GRAND TOTAL =

Bidder’s stamp & sign.

For BRAITHWAITE & CO. LTD.