



ब्रेथवैट 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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E-mail : braithwaite_co@yahoo.com, web site: www.braithwaiteindia.com

CIN- 'U74210WB1976GOI030798'

TENDER ENQUIRY NO. BCL/ PUR/AKK/ 145 BOBRNHS M1/ MIG wire –CL -VII/R2

Dated 29.12.2016

To,
M/s.

“Sealed offers in two bid systems are invited from RDSO approved Part-I & Part-II vendors/ their authorized dealers for supply of Solid MIG Welding Filler Wire Class-VII as per tender conditions against 145 nos. BOBRNHS M1 Wagon”.

- | | |
|---|---------------------------------|
| 1. Closing of tender Box: | 14.30 hrs. on <u>04.01.2017</u> |
| 2. Opening of Part-I bid of the tender: | 15.00 hrs. on <u>04.01.2017</u> |

The offer should comprise of two parts as under: -

Part-I : Techno-commercial bid

Part-II : Price Bid

Both, Part-I & Part-II bids of the quotation shall be inserted in two (2) separate envelopes, being sealed and super-scribed. These two envelopes shall be put into 3rd envelope which should also be sealed and super-scribed our tender no., date, due date & box no. In case of hand delivery, the sealed tender shall be dropped directly in our Tender box no. 2 within due date of tender submission. No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt.

Sealed Tender is to be addressed to GM (MM), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata–700 043.

The techno commercial bid (Part-I) of the tender shall be opened on 04.01.2017 at 15.00 hrs. Tenderers may depute their authorized representative during opening of the tender .The price bids of techno - commercially acceptable bidders only shall be opened for which opening date & time shall be intimated in due course.

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

For Braithwaite & Co. Ltd.

Contd.....P/2

A. Qualifying Criteria:

1) RDSO approved vendors. However if the manufacturer decides to quote through any of their authorized dealer / distributor or their authorized dealers / distributors / agent or representative the same should be supported by original letter of authorization from the manufacturer indicating the enquiry no. and date. Copy of valid certificate for RDSO approval of the tendered item (s) of the vendor is to be submitted along with Techno-commercial Bid Part-I.

2) For NSIC/MSME/SSI registered bidders, copy of valid documents along with indication for ownership (i.e. whether the owner is of SC /ST category). In case the owner is of SC /ST category, necessary documents is to be submitted.

3) Copy of Sales Tax / VAT Registration Certificate to be submitted.

Offers without the above documents are liable to be rejected.

B. Special Note:

In case RDSO approved bidder(s) nominates and requests BCL for placing order on their dealer / distributor, an undertaking by the concerned dealer / distributor shall have to be submitted along with techno-commercial bid stating that they are agreeable to accept the landed rate and all terms & conditions as will be finalized with the concerned RDSO approved bidder as per tender.

C. SCOPE OF SUPPLY: Material must be from the approved vendors of RDSO, the names of which are available in valid vendor list.

Item description	Quantity
1.2mm dia Solid MIG welding filler wire. CL- VII & IRS:M-46/13, Grade as per AWS: A 5.9-10	1336.73 kgs.

D. The Techno-Commercial Bid (Part-I) :

1) Earnest Money Deposit (EMD) : Rs. 5,000/- (Rupees five thousand only)

EMD shall be submitted either in the form of DD / Pay Order drawn in favour of 'BRAITHWAITE & CO.LTD.' payable at Kolkata or in the form Bank Guarantee. Firms registered with DGS&D, SSI units registered with NSIC, MSME Units for the tendered items and RDSO approved vendors for the wagon components and PSU units may be exempted from submission of EMD.

The earnest money is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

Earnest Money lodged by unsuccessful tenderer shall be refunded to them immediately after finalization of a tender. In case of the successful tenderer, the same shall be retained by the Company, till submission of security deposit or if so decide by the tenderer adjusted against Security Deposit for the said job.

For authorized dealer / distributors of RDSO vendors EMD is to be submitted.

2) SECURITY DEPOSIT:

For due fulfilments 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. 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 supplier's/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 supplier/ 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.

If 50% of total amount of Security Deposit (to be deposited against DD/DG/Pay order etc.), is not submitted, such amount of Security Deposit can be recovered from 1st. running bill of the vendor / contractor, if necessary.

As and when an amendment is issued to the contract, the supplier /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 as amended.

Security Deposit may be waived for SSI, NSIC, MSME Units, PSU and vendors registered/ approved by DGS & D, RDSO.

Security Deposit will be discharged and returned to the supplier / contractor on completion of supplier's / contractor's obligations under the contract including any warranty obligation as specified in the contract.

3) Performance Guarantee:- The contractor shall also submit a Performance Bank Guarantee for a sum equal to 5% of the contract value after receipt of order and before receipt of first payment. The Performance Bank Guarantee shall remain valid up to warranty period. The Security Deposit, if submitted, can be converted Performance Bank Guarantee.

Submission of Performance Bank Guarantee (PBG) by RDSO approved vendors is waived in respect of purchase of consumables for wagon, Bogies and Couplers.

PBG shall be returned/refunded only after successful completion of warranty period of the contract.

E) Terms & conditions:

- 1) Tender will be considered cancelled if the documents required for Part-I & Part-II bids are not placed in respective / proper envelope.
- 2) The Offer (Part-I & Part-II) should be completed in all respects duly signed and shall have no discrepancies. In case, prices are quoted in techno-commercial bid, the offer will be rejected.
- 3) All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be considered as invalid.
- 4) BCL reserves the right of postpone the due date of the tender / to cancel the tender at any stage.
- 5) Offer shall remain valid for 90 days from the date of opening the tender.
- 6) **Payment Terms:** Payment will be made 100% within 30 days from the date of submission of bills with relevant documents. However, payment shall be released after receipt of materials at BCL in good condition. In case Proforma Payment is claimed by the bidder, the same will be paid for material value only. Taxes & Duties shall be paid on submission of final bill. For proforma payment, cheque will be handed over at the time of receipt of materials. For quoted rate with proforma invoice payment term, interest shall be loaded for one month for price comparison purpose with quoted rate with 30 days credit payment term.
- 7) **Delivery:** As per our production requirement and completion within 15th March'2017.
- 8) **Inspection:** By RITES / BCL (as the case may be). In case of RITES Inspection, the inspection certificate shall accompany with the supply. If order value is below 1.50 Lakh no RITES inspection is required.
- 9) **Terms of Delivery:** Free to our Victoria Works, P/61, Circular Garden Reach Road, Kol-700 043.
- 10) Bidders are expected to quote for full tendered quantity. However, offered quantity should not be less than 50% of tender quantity.
- 11) Price quoted / ordered rate(s) should remain Firm up to completion of all deliveries and up to the end of the contract. No claim for price increase shall be entertained.
- 12) A Copy of unquoted Price Bid as per tender requirement and specification must be given along with Techno-commercial Bid (Part-I Bid) for our easy analysis of techno-commercial bids. No prices should be indicated in Techno-commercial (Part-I) Bid by the bidders, if any prices found in techno-commercial Bid (part-I) the bid shall liable for rejection.
- 13) Detail of materials as per specification and respective quantity to be supplied should be mentioned in Part-II (Price Bid) and Part-I (Techno-commercial Bid) both.
- 14) Bidders should mention their material's packaging pattern / quantity contained in each packet / case / container with weight and self life of item(s) and Brand name etc.
- 15) Offer having delivery mode as 'Ex-works' will not be considered.
- 16) Current products having sufficient self-lifetime are required to be supplied only.
- 17) All supplies must accompany proper challans, Excise Duty Gate pass / Invoices, Way Bill (if any), copy of RDSO certificate for Brand approval (if any), test certificate etc. to stores otherwise MRR for the same may not be processed.
- 18) Non-submission of Way Bill to BCL will lead penal action as deemed to be fit.
- 19) BCL reserves the right to terminate the order with 7 (seven) days notice at any point of time in case poor performance / non-compliance of delivery schedule / bad quality of materials.
- 20) BCL reserve the right to cancel / reduce the quantity of any item(s) ordered in the event of the deletion of any item(s) or withdrawal of any bidder's name from the valid / current vendor list of RDSO.
- 21) Quality of supplied material must be RDSO approved.
- 22) Bill duly certified by In-charge Stores / BCL shall be submitted to our Accounts Deptt. along with MRR copy (to be received from Stores).

23) Guarantee / Warranty: **This guarantee / warranty period for your supply against this order will be six months from the date of supply.**

24) Quantity Variation : Order quantity may vary \pm 30%. BCL also reserves the right to place repeat order for maximum 75% of original order quantity/value at the same rate & terms of original order for which acceptance of the same from the supplier shall be taken prior to placement of such repeat order.

25) An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer in Techno-Commercial Bid.

26) Price Bid part shall be opened only if Part-I is qualified.

27) Liquidated Damages : In the event of failure on the part of the supplier / contractor to complete the awarded job within the stipulated completion period, Braithwaite reserves the right to recover a sum of 0.5 % for every week of delay or part thereof by way of L.D. subject to a maximum of 10 % of the ordered value.

28) Risk Purchase : In the event of failure on the part of the supplier / contractor to complete the job within the reasonable period of time as decided by the Purchaser, the purchaser 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.

29) Arbitration : All questions, disputes or differences whatsoever shall, arise between the purchaser and the supplier / 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.

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

30) All information, documents etc. shall be given in Part-I offer i.e; in the Techno-Commercial Bid. Part-II i.e, Price Bid shall contain only price part as per prescribed format.

31) Test Certificate: Certificate containing test report is to be provided on demand.

32) Evaluation of lowest bid shall be on the basis of lowest net landed cost to BCL. Accordingly, lowest bid evaluation shall be lowest rate for the tendered item per kg. basis, received from a bidder with delivery up to BCL's Works as per Price Bid Format.

33) Splitting of Order:- BCL reserves the right to place order for entire quantity on lowest (L-1) bidder in the event L-1 bidder is a MSE Company or BCL reserves the right to split the tender quantity.

In case splitting of the tender quantity is decided by BCL, the same shall be in the ratio 80:20 between L-1 & another one bidder but the same shall be subject to taking care of reservation of 20% orders & preference to NSIC/MSME/SSI registered units as per MSMED Act. Initially counter offer to techno-commercially qualified NSIC/MSME/SSI registered bidders shall be issued in order of their ranking position for acceptance of L-1 rate & terms, as required, if quoted prices of such bidders fall within L-1 + 15% range. While deciding distribution of orders, reservation of orders for NSIC/MSME/SSI registered bidders with SC/ST ownership as per MSMED act shall be taken into consideration. If NSIC/MSME/SSI registered bidders do not accept counter offers, other bidders in order of their raking position shall be considered for issue of counter offers.

In case other bidders including MSEs do not accept counter offers, BCL reserves the right to award for the rest of the quantities to the L-1 bidder.

34) Rejection / Replacement: Notwithstanding the fact that the materials have been duly inspected and covered by DM. The supplier shall arrange for free replacement / rectification of rejected / defective components if any, detected during or after fitment at our works, on receipt of our written advice to that effect. The replacement of the components shall be made within 15 days from the date of our advise, failing which, we reserve the right to purchase the said quantity from other sources at supplier's cost. Collection of rejected materials from our Stores and delivery of replacement supplies at our Works will be at supplier's cost and responsibility. If the rejected materials are not removed from our premises within a reasonable period, we will dispose the same off without any notice to supplier.

35) Procedure of Raising Challan / Bill.

a) The B.O. items reference, material code, description, drawing no. & alteration no. of components indicated in our Purchase Order as well as C.E. Gate pass no. & date if, applicable should be mentioned in the challans and bills. All consignments must be accompany challans, D.M. / I.C., test certificate and Excise Gate Pass whenever applicable.

b) At the time of collection of the receipted challan, it should be ensured that the challan acknowledges the receipt of DM/IC and Excise Duty Gate Pass, if any.

c) Challan should be made out of in quadruplicate, out of which two copies will be returned to the supplier duly receipted by our by our In-Charge (VW Stores). One copy of the same must be submitted along with the bill forwarded to us.

d) Bill should be in triplicate duly supported by receipted challan & other relevant documents.

36) In case of cartel formation, following terms shall be maintained.

Wherever all or most of the bidders quote equal rates and cartel formation is noticed, BCL reserves the right to place order one or more bidders with exclusion of the rest without assigning any reason thereof.

37) Taxes & duties shall be paid at actuals as per prevailing rate as applicable at the time of despatch against submission of documentary evidence.

38) Indemnity:- Bidder shall indemnify BCL against all claims in respect of their contractual obligations in the event of non-compliance of statutory rules / obligations / laws / taxes & duties etc.

39) The Vendors who are not registered with BCL, if selected for order shall have to get registered with BCL prior to placement of order. They should Comply with necessary formalities at that stage.

F. Part-II: Price bid:

1) This part must be free from any condition and signed with stamp.

2) The bidder should quote rate(s) as per Price Bid Format.

3) The quoted rate shall be mentioned in figure as well as in words. In case of difference, rates quoted in words shall be considered.

4) Quoted rate should clearly indicate VAT / S. Tax / Excise Duty etc.

5) No over writing or correction will be allowed. Bid will be treated as cancelled if any over writing or correction is found in the price bid.

6) Quoted rates shall consider scope of supply and all terms & conditions of the tender.

G) Price Bid Format

Description of material	Quantity (Kgs)	Basic unit rate (Rs / unit)	ED (Rs / unit)	S. Tax / VAT (Rs / unit)	Other taxes / duties, if any	Freight & Insurance, etc upto VW Kolkata (Rs / unit)	RITES Inspection charge, if any	Total landed Rate (Rs / unit)
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(R) = (b) + (c) + (d) + (e) + (f) + (g)
1.2mm dia Solid MIG welding filler wire. CL- VII & IRS:M-46/13, Grade as per AWS: A 5.9-10	1336.73 kgs.							

For Braithwaite & Co. Ltd.