



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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**TENDER ENQUIRY NO. BCL / ERP / AMC-BAAN / CW / 17 dt. 26.10.2017**

**Name of work:** Sealed Tenders are invited in Two bid system for engagement of contractor for Operation & Maintenance of BAAN IV c 4.0 ERP system at BCL's Clive works, Victoria works and Corporate Office functioning for the said job through BCL's IT/ERP department at Corporate Office as per Tender conditions.

1. Tender condition and issue of tender documents: Interested parties can get the tender documents from the office of GM (Co-ordination), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 43 on all working days on payment of Rs. 250/- (Rupees Two Hundred Fifty Only) by Bank Draft / Pay Order in favour of "Braithwaite & Co. Ltd." payable at Kolkata towards cost of tender document. Bidders who are registered with NSIC / MSME for the tendered job & PSUs are exempted from submission of cost of tender document.

The job is to be carried out at Clive works, Victoria works and Corporate Office of BCL. Bidders are requested to visit Clive works, Victoria works and Corporate Office and to be acquainted with the facilities and site / local work. No claim whatsoever shall be considered afterwards in this regard. No deviation in the tender conditions will be entertained and BCL reserves the right to reject such offers.

Sealed Tender, addressed to **GM (Co-ordination), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043** to be dropped in person / by post in **Tender Box no 1** but must reach by **14.30 hrs on 15.11.2017 (due date)**. No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt. Tendered to ensure timely delivery of the tender in the specific box.

2. Closing of tender Box: **14.30 hrs. On 15.11.2017**
3. Opening of Part-I bid of the tender: **15.00 hrs. On 15.11.2017**

The offer should comprise of parts as under: -

- Part-I : Techno-commercial bid & E.M.D  
Part-II : Price bid

Both Part – I & part – II shall be inserted separately in two (2) envelopes, sealed and super-scribed with Tender No. and Part No. These two bids shall be put in a 3<sup>rd</sup> envelope, sealed & super-scribed with **Tender No. & Due Date**.

The techno commercial bid shall be opened on **15.11.2017 at 15.00 hrs.** Tenderers may depute their authorized representative during opening of the tender. The price bid shall be opened for techno- commercially acceptable bidders for which opening date and time will be intimated in due course.

Tender documents can also be downloaded from our website [www.braithwaiteindia.com](http://www.braithwaiteindia.com). Bidders quoting against documents downloaded from website should submit a DD / Pay Order of Rs. 250/- along with Techno-commercial Bid towards cost of tender documents failing which their offer will not be considered. However, in respect of bidders who are PSUs or NSIC registered units / MSME units for the tendered job, submission of cost of tender document is exempted.

**For Braithwaite & Co. Ltd.**

**(A) QUALIFYING CRITERIA-**

**(i) Financial Eligibility:**

Bidder should have adequate financial capability of undertaking the job. In this regard Bidders should submit Audited/ CA certified Balance Sheet and Profit & Loss Accounts for previous years. Alternatively, Bidders should submit Bank solvency certificate from reputed Banks.

**(ii) Technical Eligibility:**

Bidder should have prior experience in working during last 7 years with Operation/Maintenance jobs in Baan ERP System or have experienced professionals with hands on working knowledge in Baan IV ERP system. Copy of POs or CVs of experienced professional with Employer's Certificate as appropriate are to be attached.

**(B) METHOD OF SUBMISSION:**

**PART - I: Techno-Commercial Bid:**

- i) Tenderer should submit all documents related to their Financial & technical eligibility.
- ii) PAN and GSTIN No. of the vendor. (copy of registration to be submitted)
- iii) List of details of works executed and under execution.
- iv) Trade license.
- v) Tenderer should submit the following declarations (as given in declaration in page No. 10).
  - Unconditional acceptance of our tender terms.
  - Tenderer have fully read and understood Technical Details and accordingly, prices have been quoted in Price Bid.
- vi) **Earnest Money Deposit (E.M.D)**
  - a. Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand Only) is required to be submitted by Crossed A/C Payee 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 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.

Bidders are responsible for authenticity of their submitted documents submitted in their bid. In the event of fraudulent effort the same is liable for rejection.

Offers without the above documents are liable to be rejected as "Techno-commercially non Responsive".

## **PART – II: Price Bid.**

Price Bid in 2nd part of the tender should contain only price. Price part shall be opened if Part-I is qualified. Part-I of the tender will be opened in presence of bidder's authorized representatives who wish to attend tender opening. Part-II of the tender will be opened later after evaluation of Part-I for which, date and time of opening will be intimated to the technically and commercially acceptable bidders to enable the bidders to be present during such opening. No overwriting or correction will be allowed in Price part. **Price shall only be quoted as per format of the Price Bid. All the columns of the price bid should be filled up by the bidder including the individual rates in totality. No alteration in the price format is allowed. In case of non-submission of Price Bid properly, the offer is liable for rejection.**

### **C. SCOPE**

#### **Operation of ERP system**

The Service Provider shall be responsible for running & operation of the BAAN IV C 4 ERP system under Oracle 10g(Release 10.2.0.1.0) Database installed at Clive Works, Victoria Works & Corporate Office. The broad scope of work for operation of the ERP system shall be as under:-

- a) Review & checking of the existing ERP functions at Clive Works, Victoria Works & Corporate Office at regular intervals for smooth running of the system.
- b) Day to day operation (except at user ends) of the ERP system in coordination with different users.
- c) Processing of Payroll and Wages on monthly basis and generation of Reports in Baan ERP or existing system of BCL
- d) Preparation of Employee related reports and MIS reports as and when required from the system.
- e) Regular Startup and Shutdown of the Server before & after completion of the daily operation
- f) Maintaining records for the concerned activities and submission of periodical report
- g) Reviewing error logs with BCL ERP incharge and deciding further actions required.
- h) To take remedial measures for any Troubleshooting at User ends and setting the system right at all times.
- i) Preparation and updation of the system documentation (user guide) as & when required.
- j) Providing guidance to users of Finance, Distribution (Store, Purchase & Sales) and Manufacturing module, as & when required.
- k) Entire Operation of the Tools module and master data entry and updation, as and when required
- l) To provide migration to GST regime from existing taxes/duties structure in existing ERP system if present system permits or in upgraded ERP system if installed within currency of the Order.
- m) Development of new reports and incorporation of new functionalities as required from time to time.
- n) Closure of Books of Accounts in the ERP system after end of financial year.
- o) Resolving issues with respect to financial and all other transactions in ERP system.
- p) Generation of various reports from ERP system as per requirement.
- q) To assist BCL in maintaining license & support contract for Baan
- r) Any other activities, which may be required for smooth operation of the BAAN ERP System and functioning of IT Department in BCL

#### **Maintenance of ERP system**

- a) To perform regular backup and recovery of database. Maintaining the Oracle database.
- b) Reinstallation of Baan Server in the existing Server or in any other server in case of breakdown of present server. If necessary, standby server arrangement or suitable backup arrangement is to be made.
- c) To perform routine tuning of the database for optimization.

- d) To solve database performance related problem, if any
- e) To be responsible for database security and user audit.
- f) To provide adequate training to users of other module and ERP department for troubleshooting, if necessary.
- g) Any other activities, which may be required for maintenance of the BAAN ERP System in BCL

**D. Terms and Condition for Operation and Maintenance of BAAN ERP**

• **General Condition :**

1. Contract period will be for 1 year initially from the date of Purchase Order. However, BCL reserves the right to increase the Contract period for further one year subject to satisfactory performance
2. The performance will be reviewed at the end of each month. In case the performance during the said period found non satisfactory, required decision about the continuation of the service will be made by the management.

• **Resident Software Engineers and Working Hours :**

1. It is mandatory to post one Software engineer for daily Operation (with adequate technical expertise and knowledge) . The Software Engineer should be supported by Specialist IT Resources and Functional Consultants as and when required. However, during Accounts Closing time, regular deployment of Functional Consultants should be made.
2. Working hours for Software engineer is from 9:30am to 5:30pm (Mon-Sat) and if required beyond Office hours and in holidays also depending on the requirement of Operation. The Concerned should be responsible for daily Startup and Shutdown of the BAAN Server.
3. Availability of the manpower should be maintained as explained. However, in case of absenteeism of deployed manpower, a suitable replacement to be provided by the party. Otherwise, in case of absenteeism, a proportionate amount will be deducted from Party's bill for a particular Month for the days of such absenteeism. In such case, 30days in a month will be considered for arriving at the proportionate man day rate
4. The attendance of Software Engineer and Experts/Consultants must be recorded and submitted along with the bills/invoice duly certified by ERP Incharge of BCL

• **Preventive Maintenance & Operation Activities:**

1. Maintenance activities like tuning, optimization may be at least once in a month.
2. Database Backup to be taken on daily basis at a specified time fixed for the same.
3. To make periodical review at least once in a month regarding new functionalities/ features to be incorporated for smooth operation of the System.
4. Adequate Training/Interaction Programme at least on bi-monthly basis may be made for all users.
5. A document on 'As is System' in the form System documentation and User Guide is to be made within 2 months of receipt of Purchase Order. The above document will be the base for all subsequent development activities and hence is to be updated as and when modifications in the System are made.

• **Breakdown Maintenance:**

1. During any breakdown issues in the Server, the same should be set right within the same day and for which all necessary actions including arrangements of Standby Server, Installation of Database, BAAN and data restore from the backup are to be made so that there is no data loss and/or minimal loss of downtime.
2. For any problem/issues at the User end, the same is to be rectified within 48 hrs after consultation with all concerned including Functional Consultants

**ADDITIONAL TERMS & CONDITIONS**

- i) There shall be no splitting of the tendered quantity and entire quantity shall be awarded to one contractor only.
- ii) Bidders shall note that in case of any discrepancies / forged documents submitted by the bidders in support of meeting qualifying criteria of the tender, it shall be the sole responsibility of them for any adverse consequences at later stage and BCL shall have no liability in this regard.
- iii) Order quantity may vary depending upon our requirement as per the order book position /production plan to the extent of +/- 30% of tendered quantity as per discretion of BCL.
- iv) BCL reserve the right to terminate the order by giving 21 (twenty one) days notice at any point of time in case of non-performance / poor quality of workmanship. In case the order placed by customer on BCL is

cancelled, the order to be placed by BCL against this tender will be correspondingly terminated without any financial implication on BCL.

- v) Joint venture / Consortium Bid will not be considered.
- vi) It is intended that bidders shall quote for the full tender quantity. In case full tender quantities are not quoted, the offers will be rejected.

**E. GENERAL TERMS AND CONDITIONS -**

**(i) RATE:**

Rate to be quoted considering Scope of work and terms & conditions of the tender as per Price Bid format. Quoted rate shall remain Firm till the end of contract period.

**(ii) PAYMENT:**

Payment will be made monthly with 30 days credit period on submission of certified bills along with feedback report in the format (to be decided mutually). No ad-hoc payment shall be made.

All invoices submitted by the bidder should be GST compliant. Payment of GST portion shall be as stipulated in the para for "Taxes & Duties".

Other Statutory deductions like Income Tax etc. will be made at source from the payments to be released to the contractor as applicable.

The existing procedure in BCL permits payments through RTGS mode. For this purpose, a Mandate Form is enclosed with the tender and the bidders shall submit the Mandate Form, dully filled in, along with the Part-I offer (i.e. Techno-commercial Bid). Bank charges towards RTGS will be borne by the contractor.

**(vii) TAXES & DUTIES:**

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.

**(F) SPECIAL TERMS AND CONDITIONS:**

**(i) Validity of the offer:**

Offer shall remain valid for a period of 90 days from the date of opening of this tender.

**(ii) Security Deposit**

(a) For due fulfilment of the contractual obligations, the successful bidder shall furnish Security Deposit in the form of Bank Guarantee / Demand Draft / Pay Order for a sum equal to 5% of the contract value. In case of submission of Bank Guarantee, the same shall be verified by BCL from the concerned issuing bank. The Security Deposit shall remain valid till Warranty / Guarantee period. In case security deposit is not submitted within 15 days from the date of issue of P.O, the release of security deposit will be after taking into account of the corresponding period of delay in submission of the same even though the warranty / guarantee period expires.

(b) 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 the Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered

from running bill. This option of security deposit submission if availed, there shall be no change after words.

- (c) Security Deposit may be waived for SSI, NSIC, MSME units, RDSO and DGS & D registered bidders and PSUs.
- (d) Security Deposit will be returned only on completion of contractor's obligations under the contract including any warranty obligation or specified in the contract.

(iii) Performance Guarantee

The contractor shall have to submit Performance Bank Guarantee for 5% of Order value subject to ceiling of Rs. 30 Lakhs as per format to be provided by BCL after placement of order. In respect of vendors being NSIC, MSME units, SSI, DGS & D, RDSO registered or PSU qualifying for exemption of submission of security deposit, Performance Bank Guarantee for 5% of order value subject to ceiling of Rs. 30 Lakhs 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.

Contractors are responsible for the quality of the materials, workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for supply item or poor workmanship, the agency is responsible for replacement of defective component or repairing of wagon wherever applicable, within 2 weeks from the date of receipt of intimation at free of cost.

(iv) Liquidated Damages

Timely execution of the job and adhering to the delivery schedule is the essence of the contract. The job will have to be completed as per the delivery date mentioned in the Purchase Order. In case of non-execution of the job within the delivery date in the P.O, the LD clause will be imposed @2% per month or part thereof subject to maximum of 10% of the order value.

(v) Risk Purchase

In the event of failure or delayed execution beyond the specified delivery schedule for reasons not attributed to BCL, 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.

(vi) Arbitration

All questions, disputes or difference whatsoever shall arise between the purchaser and the contractor 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 sole Arbitrator. Chairman & Managing Director of 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 the 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 Courts at Kolkata.

(vii) Warranty

The contractor warrants that the jobs performed under the Contract are free from any defect and that workmanship shall be of highest grade and consistent with the established and generally accepted for services of the type ordered and full conformity with the contract scope.

In case, the existing system or any component of it is damaged or the daily operation is interrupted due to bad-workmanship of the contractor, he shall, if required, replace or repair the components or such portion thereof, or make the system operable free of cost or at the option of Purchaser, the contractor shall pay to the Purchaser the value thereof at the contract price or in the absence of such price decided by the Purchaser and such other expenditure and damages as may arise by reason of breach of the conditions herein specified. The decision of the Purchaser in regard to the contractor's liability and the amount, if any payable under this warranty shall be final and conclusive.

(I) **EVALUATION OF LOWEST BID**

Evaluation of lowest bid shall be made on the basis of L-1 rate quoted in the price bid by a bidder in totality.

(J) **INSTRUCTION TO BIDDERS**

- Bidders meeting qualifying criteria of the tender should quote against this tender. Intending Bidders should also submit in the following documents:
- Covering letter for submission of offer.
- Complete set of tender documents including corrigendum, if any, duly signed on each page, as your acceptance of the tender condition & Tender Notice in Toto.
- Documentary evidence related to credentials for the bidder to establish that he fulfils the qualifying Criteria.

(K) **BRAITHWAITE & CO LIMITED RESERVES THE RIGHT TO:**

- Postpone the above-mentioned due date. Cancel the tender at any stage due to unforeseen reasons.
- May ask for further clarification during techno-commercial scrutiny of bids received.
- BCL shall not be responsible for any delay, loss, damage for bids sent by post.
- BCL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 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.

**For Braithwaite & Co. Ltd.**

**TENDER ENQUIRY NO. BCL / ERP / AMC-BAAN / CW / 17 dt. 26.10.2017****Price Bid Format:**

- i) Price Bid Part shall be opened only if Part –I is qualified.
- ii) Rates should be mentioned in figure as well as in words. In case of difference, the rate quoted in words shall be considered.
- iii) Quoted rate against this tender shall remain Firm till completion of the order.

<b>Sl. No.</b>	<b>Job Description</b>	<b>Quantity (Total contract period) (a)</b>	<b>Rate per month (Rs) (b)</b>	<b>GST @18% (c)</b>	<b>Total rate (Inclusive of GST@18%) (Rs) (d)= a x (b+c)</b>
A	Charges for Operation & Maintenance of BAAN IV c 4.0 ERP system at BCL's Clive works, Victoria works and Corporate Office functioning for the said job through BCL's IT/ERP department at Corporate Office as per Tender conditions	12			

Total rate in words \_\_\_\_\_

**For Braithwaite & Co. Ltd.**



**Format for declaration**

To,  
GM (Co-ordination)  
Braithwaite & Co. Ltd.  
5, Hide Road,  
Kolkata – 700 043

Dear Sir,

**Sub: Declaration**

**Ref: TENDER ENQUIRY NO. BCL / ERP / AMC-BAAN / CW / 17 dt. 26.10.2017**

We hereby submit the following declaration as per requirement of the tender:

- i) "We (i.e. the bidder) have fully read and understood all Technical Details and accordingly, prices have been quoted in Price Bid.
- ii) We submit our unconditional acceptance of all terms & conditions of the tender.

Thanking you,

Yours faithfully,

For \_\_\_\_\_

Signature of the Bidder with seal

**MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH RTGS MODE**

To,  
Braithwaite & Co. Ltd.  
5, Hide Road,  
Kolkata – 700 043

Dear Sir,

Sub: Authorization for release of payment due from BCL through RBI – RTGS  
Ref: Order Number \_\_\_\_\_ dated \_\_\_\_\_ and / or Tender / Enquiry / Letter Number  
\_\_\_\_\_ dated \_\_\_\_\_

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party : \_\_\_\_\_  
2. Address of the party : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_ PIN CODE : \_\_\_\_\_  
E-mail ID: \_\_\_\_\_  
Permanent Account Number: \_\_\_\_\_

3. Particulars of Bank:

Bank name		Branch name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(9 Digit Code number appearing on the MICR Band of the Cheque supplied by the BANK. Please attach Xerox copy of a Cheque of your bank for ensuring accuracy of the bank name and code number)			
Account type	Savings <input type="checkbox"/>	Current <input type="checkbox"/>	Cash Credit <input type="checkbox"/>
Account Number (as appearing in the Cheque Book)			
RTGS / IFSC Code			

4. Date from which the mandate should be effective:

I hereby declare that particulars given above are correct and complete. If any transaction is delayed or not effect for reasons of incomplete or incorrect information, I shall not hold Braithwaite & Co. Ltd., responsible. I also undertake to advise any change in the particulars of any account to facilitate updation of records for purpose of credit of amount through RBI – RTGS.

Place: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature of the Party / Authorized Signatory  
With seal:

Certified that the above particulars are found correct and matching with our records in respect of the above Beneficiary.

Bank's Stamp:  
Date:

(Signature of the Authorized Official from the bank)  
Bank Seal: