



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/Compressed Oxygen Gas/SS/VW/18-19/R

Dated: 13.11.2018.

M/s .....

Sealed offers are invited in two bid system, for supply of **Compressed Oxygen Gas** required for BCL – Victoria Works as per scope of supply and terms & conditions given in the tender.

- 1) Closing of Tender Box: 2.30 pm on 26.11.2018
- 2) Opening of Part – I bid: 3.00 pm on 26.11.2018

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 super-scribed with our Tender Enquiry No., Date & Due date. The quotation will be considered as cancelled if the documents required for Part-I & Part-II are not placed in the respective envelope.

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.

Sealed quotations addressed to GM (Co-ordination), 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 **26.11.2018** by **2.30 PM**. Techno-commercial bid will be opened on **26.11.2018** at **3.00 PM**. Bidders may depute their 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 document can also be downloaded from our website [www.braithwaiteindia.com](http://www.braithwaiteindia.com) and offer can be submitted meeting the tender requirements.

**For Braithwaite & Co. Ltd**

**SCOPE OF SUPPLY:**

Item Description	Quantity
Compressed Oxygen Gas in returnable Cylinder – Capacity 07 cu mtr per cylinder	18,900 cu mtr

**Note:**

(1) In case of any query before quoting, bidders may contact In-charge Production (WW) for clarification, if any. No claim shall be entertained afterwards.

(2) For the bidders claiming exemption from EMD on account of their single point registration with NSIC/ MSME / DGS&D / RDSO they must submit the relevant documents. For NSIC/ MSME/SSI registered bidders, copy of necessary valid documents along with indication for ownership (i.e. whether the owner is SC/ ST category). In case the owner is of SC / ST category, necessary documents is to be submitted.

***(3) No. of cylinder holding at BCL (WW) shall be 14 days wherein 1<sup>st</sup> 7 days from date of supply will be treated as free loan period and no payment will be made for this free loan period. Beyond that cylinder holding charges (if any) shall be paid as per bidders quoted rate in per day/per cylinder basis for maximum of 7 days.***

(4) The supplier should ensure that all cylinders shall be O.K. and good conditions. Defective cylinders shall be replaced immediately free of cost on receiving intimation in this regard. BCL shall have no liability in this regard.

(5) Gas must be supplied in returnable cylinders that should be completely filled in. Empty cylinders shall be collected from BCL's Victoria Works at supplier's cost & arrangement.

(6) Maintenance / servicing / repairing / replacement of valve / cylinder / regulator / accessories are to be borne by the supplier. BCL has no responsibility in this regard.

(7) Capacity of each cylinder (Gross weight, tare weight, net weight) with identification No. and marks if possible should have to be maintained.

(8) Copy of GST Registration Certificate to be submitted along with the offer.

**For Website Bidders:**

Bidders who are quoting against website display should submit all the following papers related to their credential i.e.

- Copy of GST Registration Certificate.
- Audited / Chartered Accountant Certified Balance Sheet and Profit & Loss A/cs. for last three (3) years ending on 31.03.2018. They should have average annual turnover of **Rs. 0.62 Lakhs** during last 3 years.
- Copies of purchase order for supply of **Oxygen Gas of Quantity 9,072 cu mtr or Value Rs. 1.65 Lakhs** along with completion documents /payment receipts **executed against multiple orders in last two years** for any reputed companies.

**PART-I: TECHNO-COMMERCIAL BID**

**General Terms & Conditions:**

**1 Earnest Money Deposit (E.M.D): Rs. 5,000 /- (Rupees Five 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 to be submitted by the successful bidder within 15 (Fifteen) days on receipt of Purchase Order at Victoria Accounts. **Security Deposit will be released and returned to the supplier on successful completion of all supplies 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 Supplier shall have to submit Performance Bank Guarantee for 5% of the order value before receipt of 1<sup>st</sup> payment. However, Security Deposit (if submitted) may be converted to Performance Bank Guarantee. The PBG shall be released after successful completion of all supplies under the contract.

**4. Payment: 100% within 30 days from the date of submission of bills** with all relevant documents after receipt of materials duly certified by In-charge Production, Victoria Works of BCL / his authorized representative. 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. Delivery:** As per our requirement on "as and when required basis" and completion within **09 (nine) months from date of LOI / PO.**

**6. Inspection:** By BCL

**7. Price:** F O R BCL – Victoria Works; P-61, Circular Garden Reach Road, Kol – 43

**8. Price Confirmation:** Quoted / Ordered Rate shall remain firm till to the completion of the full supply of materials. Price variation shall not be entertained.

**9. Loading & Unloading of materials:** Loading & Unloading of materials from the transport during delivery of the materials will be responsibility of the vendor.

**10. Validity:** Offer should remain valid for 90 days from the date of opening of the bid.

**11. 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.

**12. 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.

**13. 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 any officer of the Company as Arbitrator, not below the rank of 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.

**14. Jurisdiction:** Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

**15. Rejection/Replacement:** In case items are found defective, the supplier shall immediately arrange to replace the same failing which BCL reserves the right to recover necessary charges as deemed fit.

**16. 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.

**17. Termination of Contract:** BCL reserve the right to terminate the order at any point of time in case of non-performance/ non-compliance of delivery schedule/poor quality of materials by giving 7 days notice.

**18. 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.

**19.** Wherever all or most of the bidders quote equal rates, a cartel formation is noticed. BCL reserve the right to place order on one or more bidders with exclusion of the rest without assigning any reasons thereof.

**20. 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.
- Tender will be considered cancelled if the document required for Part – I & Part – II bids are not placed separately in respective & proper envelope. No prices should be indicated in the Techno-commercial (Part – I) Bid of the bidders else the tender shall be treated as cancelled.
- A copy of unquoted price bid (i.e. copy of price bid without any price figure but mentioning as “Price Quoted” in relevant columns) to be submitted along with Techno-commercial Bid.
- 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 BID**

- 1) The rate to be quoted both in figures and words. The quoted rate should not be different between figures and words. If there is any difference between the figures and words, we will take the quoted rate in words only.
- 2) This part must be free from any condition and signed with stamp. Price Bid without signature shall be considered as cancelled.
- 3) Overwriting / Correction or use of white ink in price figure of the quotation will be rejected.
- 4) The bidder shall submit rate in the following format.
- 5) **Lowest bid shall be evaluated on the basis of lowest Total Amount (all inclusive) as per price bid format. Cylinder Holding Charge is to be quoted as per format which will not be taken under evaluation criteria.**

<b>Description</b>	<b>Qty</b>	<b>Basic rate per cu mtr</b>	<b>Delivery charges if any per cu mtr</b>	<b>GST Rate per cu mtr</b>	<b>Total Rate Per cu mtr (all inc)</b>	<b>Total amount (all inc)</b>
	(a)	(b)	(c)	(d)	(e) = (b+c+d)	(f) = (e X a)
Compressed Oxygen Gas in cylinder	18,900 cu mtr					
Cylinder holding charges per day per cylinder (considering 7 cu mtr per cylinder) if any is Rs. = .....						
Total Cylinder holding charges for 7 days maximum in Rs = .....						

**For Braithwaite & Co. Ltd.**