



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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CIN-‘U74210WB1976GOI030798’

Tender Enquiry No: BCL / PUR / CAPEX/ LEDLIGHTS / 2018-19

Dated: 09.11.2018

M/s

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Sealed offers are invited in Single bid system, for procurement of LED High Bay Light & LED Flood Light for illumination at Clive & Victoria Works of BCL, as per the Scope of Supply.

Quotation in sealed cover, addressed to Sr. Mgr(Pur), 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. Sealed quotations must reach us positively within **22.11. 2018** by **2.30 PM**. Techno-commercial bid will be opened on **22.11.2018** at **3.00 PM**. Bidders may depute their representative during opening of the tender. Your quotation/offer must remain valid for 90 days.

SCOPE OF SUPPLY:

Sl No	Item Description	System Wattage	Make	Quantity required	
				CW	VW
1	LED High Bay Light	80	Philips / Crompton / Meanwell or eqv.	300	50
2	LED Flood Light	60	Osram / Nitia / Citizen (Japan) or eqv.	30	10
3	LED Flood Light	120	Osram / Nitia / Citizen (Japan) or eqv.	25	7

Technical Specification:

A) LED High Bay Light

Overall system wattage – 85 Watts (max)

No of COB : One, with integrated optical lens with Borosilicate Glass

Make of COB: Osram (GMbH), OSA-OPTO (GMbH), Citizen (Japan) or eqv.

LED should meet the LM-80 standard (Test report & Certification to comply the desired standard)

Expected LED life – 63000 Hrs

Expected Lumen efficiency – 157 Lm/ W

Fixture of LED – Must be on Die Cast Aluminium-LM06, having adequate area of heat dissipation. Silicon gasket for protection of dust to be provided. Aluminium reflector suitable to proper reflection to be provided with 60 degree beam angle.

LED Driver Specification:

Make : Philips, Crompton, Meanwell or eqv.

Type: Constant Current source for COB LED suitable for input voltage variation of 100-300 V and 47 – 63 Hz.

The driver circuit should consist of short circuit, over current, over voltage, over temperature protection system. The system shall consist of AC surge voltage protection device

B) LED Flood Light

Overall system wattage – 60 Watts

No of COB : 1

Make of COB: Osram (GMbH), OSA-OPTO (GMbH), Citizen (Japan) or eqv.

LED should meet the LM-80 standard (Test report & Certification to comply the desired standard)

Expected LED life – 50000 Hrs

Expected Lumen – 7100 Lm

CCT : Cool white

Fixture of LED – Should be on Die Cast Aluminium extrusion having adequate area of heat dissipation. Aluminium reflector suitable to proper reflection to be provided with 120 degree beam angle.

LED Driver Specification:

Make : Philips, Crompton, Meanwell or eqv.

Type: COB LED shall be suitable for input voltage variation of 150-270 V.

The driver circuit should consist of short circuit, over current, over voltage, over temperature protection system. The system shall consist of AC surge voltage protection device

Bidders have to ensure that the materials are sourced from Original manufacturer or their authorized dealers only. Supplied COB & Driver shall be accompanied by TC from OEM.

Qualifying Criteria (for website bidders only) :

Financial Eligibility: Bidders should have average turnover of Rs 7.70 lakh during the last 3 years ending on 31st March, 2018. Bidders should have achieved net profit in any of the last 3 years & should also have positive networth as on 31st March, 2018. Bidders should enclose copies of Audited / Chartered Accountant certified balance sheets & profit & loss accounts for last three years ending on 31st March, 2018.

Technical eligibility: Bidders should have previous experience of having successfully executed similar jobs (as defined below) during last 7 years ending on 30.09.2018 as per following:

a) Three similar works costing not less than Rs. 10.27 lakhs in each order.

OR

b) Two similar works costing not less than Rs. 12.85 lakhs in each order.

OR

c) One similar works costing not less than Rs. 20.55 lakhs.

Similar work means manufacturing / supply of LED lights & lighting fixtures to renowned companies, MNCs, PSUs.

Bidders should enclose work completion certificate & purchase orders in support of above technical eligibility criteria. However, relaxation in experience & turn-over will be applicable to start-up MSEs as per norms.

GENERAL TERMS & CONDITIONS

- 1) **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. Security Deposit will be released and returned to the supplier on completion of guarantee / warranty period. 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 supplier 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.
- 2) **Performance Guarantee:** The supplier shall have to submit Performance Bank Guarantee for 5% of Order value as per format to be provided by BCL after placement of order. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The performance bank guarantee shall remain valid up to guarantee / warranty period. The Security Deposit, if submitted, may be converted to Performance Guarantee. PSU & RDSO approved bidders are exempted from submission of Performance Guarantee. In case bidder opts for submission of Security Deposit, no Performance Guarantee is to be submitted. MSE vendors may opt for submission of SD or PBG as per their choice.
- 3) **Payment:** 100% within 30 days from the date of supply subject to submission of GST compliant invoice duly approved by User Department, dispatch document / challan, TC, GC etc. MSE vendors may avail their payment through TREDs platform.
- 4) Bidders have to submit the Integrity Pact Document (**as per Annexure A**) along with Techno-commercial Bid.

- 5) **EMD:** Earnest Money Deposit of Rs. 25,000/- (Rupees Twenty Five 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, PSU units and RDSO / Railway approved sources may be exempted from submission of EMD.** Necessary documentary evidence shall have to be submitted along with the techno-commercial bid.

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.

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.

- 6) **Delivery:** Within 60 days from the date of PO / LOI in maximum 4 installments.
- 7) **Inspection:** By BCL.
- 8) **Price Confirmation:** Quoted / Ordered Rate shall remain firm till to the completion of the full supply of materials.
- 9) **Splitting:** BCL reserves the right to split order quantity of any section or in totality between two or more vendors in the ratio 60: 40 through issue of Counter Offers at L-1 rate. 60% quantity will be awarded to L-1. In case, distribution is done between more than 2 vendors, distribution of balance 40% quantity will be in 60:40 ratio among other vendors other than L-1. Reservation for MSE as per norms will be maintained while distributing quantities.
- 10) **Validity:** Offer should remain valid for 90 days from the date of opening of the bid.
- 11) **Guarantee/Warranty:** Guarantee certificate shall be provided to cover all supplied materials with 5 years replacement warranty the date of supply. It is desirable that each COB shall have unique identification number / serial no & GC shall mention that serial number.
- 12) **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 of delay or part thereof by way of Liquidated Damages, subject to a maximum of 10% of the ordered value.
- 13) **Risk Purchase:** In the event of failure on the part of the supplier 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 the defaulting supplier.
- 14) No alternation / inclusion / deviation may be allowed after submission of offer. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be considered as invalid.
- 15) **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 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 the sole Arbitrator. MD/ CMD 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.
- 16) **Jurisdiction:** Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- 17) **Rejection/Replacement:** The supplier shall arrange for free replacement of rejected / defective lamps, if any, detected during inspection or installation or during warranty period, on receipt of our written advice to that effect. The replacement of defective lamps shall be made within 15 days from the date of replacement advice, failing which, BCL reserve the right to purchase the said quantity from other sources at supplier's cost. Collection of rejected materials from BCL Stores and delivery of replacement supplies at BCL Works shall be at supplier's cost and responsibility. If the rejected materials are not removed from our premises within a reasonable period, BCL will dispose the same off without any notice to supplier.
- 18) **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.
- 19) The Bidder shall submit an unconditional acceptance of Tender terms & conditions.

PRICE BID

- 1) This part must be free from any condition and signed with stamp.
- 2) The bidder shall submit rate in the following format.
- 3) No separate delivery charges will be paid.
- 4) Overwriting or correction in Price Bid may lead to rejection of offer.
- 5) In case the L-1 Bidder is not techno-commercially eligible, next lowest Bidder will be considered for placement of order.
- 6) Separate Purchase Orders will be issued against each unit.
- 7) **Lowest bid shall be evaluated on the basis of lowest Total Price, net of GST received against each item, as per price bid format.**

Item Description	Location	Qty (pc)	Basic Price per unit (Rs)	GST per Unit (Rs)	Total price (Rs)
		A	B	C	D= (B+C)*A
LED High Bay Light (80 W)	CW	300			
	VW	50			
LED Flood Light (60W)	CW	30			
	VW	10			
LED Flood Light (120W)	CW	25			
	VW	7			

Signature & stamp of Bidder _____

ANNEXURE – A

INTEGRITY PACT DOCUMENT (TO BE EXECUTED IN PLAIN PAPER)

INTEGRITY PACT

Between

The Braithwaite & Co. Ltd. (BCL) hereinafter referred to as "The BUYER",

and

_____ hereinafter referred to as "The Bidder/Contractor".

Preamble

The BUYER invites the bids from all eligible bidders and intends to enter into an agreement for _____ with the successful bidder (s), as per organizational systems & procedures. The BUYER values full compliance with all relevant laws and regulations, and the principle of economical use of resources and of fairness and transparency in this relation with the BIDDER and/or CONTRACTOR.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

In order to achieve these goals, the Principal cooperates with renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tended process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.
2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder / Contractor has committed a transgression through a violation of Section- 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent mega advice.

(3) If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder the damages equivalent to the amount equivalent to Earnest Money Deposit or Bid Security, whichever is higher.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Bidder Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

(1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors

(1) The Bidder/ Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor / Monitors
(three in number depending on the size of the contract)

(to be decided by the Chairman of the Principal)

(1) The Principal appoints competent and credible External Independent Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that the pact in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this infatuation directly to the Central Vigilance Commissioner, Government of India.

(9) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. **Kolkata.**

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
(Official Seal)

For the Bidder / Contractor
(OfficialSeal)

Place: _____
Date: _____

Witness: 1. _____
2. _____

Annexure B

CONFIRMATORY MATRIX

(Bidders should fill-up this form in all respect & submit it along with Techno-commercial Bid)

SI no	Description	Bidder's confirmation
1	Bidder to confirm all terms & conditions of GTC & STC are acceptable to them & all pages of Tender document has been signed & stamped, as required.	
2	To confirm submission of EMD & Tender fees (as applicable)	
3	To confirm submission of copies of GST & PAN registration	
4	To confirm submission of copies of balance sheet & profit & loss account of last 3 years ending on 31.03.2018(website bidder)	
5	To confirm submission of copies of work orders with completion certificates as mentioned in technical eligibility criteria(website bidder)	
6	To confirm that the prices are filled up in accordance with the price bid format & tender conditions.	
7	To confirm acceptance of Guarantee / warranty terms.	
8	To confirm acceptance of delivery period as given in Tender.	
9	To confirm validity of price till end of completion period	
10	To confirm submission of Blank price bid indicating Quoted / Unquoted against each item.	
11	To confirm submission of Annexure A & B duly filled up & signed & stamped	
12	To confirm that the Bidder is aware that in case of deviations to Tender terms & conditions, their bid is liable for rejection.	

Signature & stamp of Bidder

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: