



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/ 305 repair BOBRN/ MMAW -CL- A1

Dated 10.10.2018

To,
M/s.

"Sealed offers in single bid system are invited from RDSO approved vendors/ their authorized dealers for supply of MMAW Class- A1 Electrodes as per tender conditions against repair BOBRN Wagon" at BCL's Clive works / Victoria works.

- | | |
|-------------------------------------|---------------------------------|
| 1. Closing of tender Box: | 14.30 hrs. on <u>23.10.2018</u> |
| 2. Opening of offers of the tender: | 15.00 hrs. on <u>23.10.2018</u> |

The offer should comprise of one part as under: -

i) Techno-commercial part & Price part

The above quotation shall be 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 Sr. Manager (Pur), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata–700 043.

The above quotation of the tender shall be opened on 23.10.2018 at 15.00 hrs. Tenderers may depute their authorized representative during opening of the tender .

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. Bidder(s), who shall submit offer(s) against website display of this tender / non registered with BCL, should submit the following documents along with the techno-commercial bid of the offer.

- 1) Experience documents related supply of **Mig wires / MMAW electrodes** executed during last 7 (seven) years ending on 31.08.2018. To proof of supply of similar item, P.O. copies along with completion certificate, certified bills etc. to be submitted.
- 2) Audited /C A certified Balance Sheet and Profit & Loss accounts for last three years ending on 31.03.2018.
- 3) Copy of the PAN, Trade license, GST registration certificate & income tax return for the last three years.
- 4) For startup MSE vendors relaxation in experience & turn over will be applicable as per norms.

B. Following documents to be submitted along with the techno-commercial bid of the offer:

- 1) Copy of the valid RDSO approval certificate for the tendered item(s).
- 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) The vendor should be GST compliant. They shall mention their GSTIN in their techno-commercial bid.
- 4) For startup MSE vendors relaxation in experience & turn over will be applicable as per norms.
- 5) A declaration of UAM (Udyog Aadhar Memorandum) number by MSE bidders of CPPP, failing which such bidders will not be able to enjoy the benefits as per PP Policy of MSMEs order,2012.

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 |
|--|--------------|
| 4mm dia MMAW Electrode CL- A1 & IRS: M-28/12, Code as per IS:814 -2004 | 198,250 pcs. |

D. The Techno-Commercial Bid (Part) :

1) Earnest Money Deposit (EMD) : Rs. 10,000/- (Rupees ten 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 GeM, SSI units registered with NSIC, MSME Units for the wagon components 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.

2) SECURITY DEPOSIT:

For due fulfillment 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 plus 6 months for catering to Warranty / Guarantee period of spares. 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 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 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.

In respect of Firms registered with SSI, NSIC, MSME Units, RDSO and PSU units SD may be waived.

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.

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 contract period plus 6 months for catering to guarantee / warranty period of contract. 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 raw materials, components, consumables for wagon, Bogies and Couplers.

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

E) Terms & conditions:

General Terms & Conditions:

- 1) The both part of the tender should be completed in all respects duly signed
- 2) All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be considered as invalid.
- 3) BCL reserves the right of postpone the due date of the tender / to cancel the tender at any stage.
- 4) Offer shall remain valid for 90 days from the date of opening the tender.
- 5) Payment Terms: 100% payment will be made with 30 days credit from the date of submission of bills with all relevant documents duly certified. However, payment shall be released after receipt of materials at BCL in good condition.

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 documents / monthly return to ensure availing in put tax credit (ITC) by BCL. BCL also reserves the right to deduct the resultant amount.

BCL reserves the right to reject the offer, if payment terms not accepted by the bidder. MSME vendors may avail their payment through TReDs platform.

- 6) **Delivery:** As per our production requirement and completion within 6 months from the date of P.O.
- 7) **Inspection:** By BCL
- 8) **Terms of Delivery:** Free to our Clive Works, 5 Hide Road, Kol-43 / Victoria Works, P-61, C.G.R. Road, Kolkata – 700 043.
- 9) 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.
- 10) 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.
- 11) Offer having delivery mode as 'Ex-works' will not be considered.
- 12) Current products having sufficient self-lifetime are required to be supplied only.
- 13) 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.
- 14) Non-submission of Way Bill to BCL will lead penal action as deemed to be fit.
- 15) 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.
- 16) 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.
- 17) Bill duly certified by In-charge Stores / BCL shall be submitted to our Accounts Deptt. along with MRR copy (to be received from Stores).
- 18) **Guarantee / Warranty: This guarantee / warranty period for your supply against this order will be six months from the date of supply.**
- 19) **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.
- 20) An unconditional acceptance of all notes, terms & conditions of the tender must be given along with the offer in Techno-Commercial Bid.
- 21) **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.

22) 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.

23) 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 an arbitrator who is not connected with either party in any way. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

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

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

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

26) Splitting of Order:- BCL reserves the right to place order on single party/ split the order qty. among two or more parties as per discretion of BCL but, minimum 60% of tender quantity will be reserved for L-1 bidder, provided offer of the L-1 bidder is techno-commercially eligible. Counter offer will be issued to other bidders. Balance 40% of tender quantity shall be counter offered at L-1 rate to other techno-commercially acceptable bidders in order of ranking position. However, distribution of the ordered quantities will depend upon the capacity of the individual vendor to supply per month. Also, stipulations of RDSO & reservation for MSME vendors will be maintained.

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

27) 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.

28) All chalans, invoices should be in the form as specified by the GST authority.

29) Party shall mention the HSN code for the tendered item in their techno-commercial bid along with GST rates.

30) Procedure of Raising Challan / Invoices.

a) The B.O. items reference, material code, description, drawing no. & alteration no. of components indicated in our Purchase Order as well as HSN code should be mentioned in GST compliant challans and invoices. All consignments must accompany challans, D.M. / I.C., test certificate 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, 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 (Wagon Stores). One copy of the same must be submitted along with the invoice forwarded to us.

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

31) 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.

32) GST shall be paid at actuals as per prevailing rate as applicable at the time of despatch against submission of documentary evidence.

33) Bidder(s) should submit a declaration along with Techno-commercial 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 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 failing which the bidder shall be prepared to accept the penalty, as will be decided by BCL including forfeiture of EMD/ equivalent amount.

34) 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 difference, rates quoted in words shall be considered.
- 4) Quoted rate should clearly indicate GST .
- 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.

G) Price Bid Format

| Description of items | Tendered quantity | Basic rate / kg. (Rs.) | Freight & Insurance charge /unit, if any, for delivery upto BCL's Angus Works,. (Rs.) | GST in (Rs.) | Total rate / nos. (Rs.) |
|-------------------------------|-------------------|------------------------|---|--------------|--------------------------|
| | (A) | (B) | (C) | (D) | F=(B+C+D) |
| 4mm dia MMAW Electrode CL- A1 | 198250 nos. | | | | |

NOTE: IN CASE THE L-1 BIDDER DOES NOT SUBMIT UNCONDITIONAL ACCEPTANCE / DOES NOT AGREE TO ALL TERMS & CONDITIONS OF THE TENDER / IS NOT TECHNO-COMMERCIALY ELEGIBLE, BCL RESERVES THE RIGHT TO REJECT THEIR OFFER & NEXT HIGHER BID (S) WILL BE CONSIDERED FOR EVALUATIONS.

Note: Quoted rate shall be net of input credit.

For Braithwaite & Co. Ltd.