



BRAITHWAITE & CO LIMITED

(A Govt. of India Undertaking)
UNDER MINISTRY OF RAILWAYS
ANGUS WORKS, ANGUS, HOOGHLY

Head Office & Regd. Office: 5, Hide Road, Kolkata - 700043

TEL 2633-6204 to 6208/6376/6378/5463 Fax, 2633-6377

EMAIL : angus@braithwaiteindia.com, Website : www.braithwaiteindia.com, CIN -U74210WB1976GOI030798

Tender Enquiry No: BCL/PUR/AKB/**G-01**/CO2/AW/17/302

Date:14.06.2017
Due Date:04.07.2017

"Sealed tender are invited for supply of CO2 Gas at BCL-AW as per tender conditions"

Item Description	Quantity
CO2 Gas in Cylinder	49920 Kgs

1. Issue of tender Documents: Any working day (except Sunday & Holiday) between 10.00 AM to 2.00 PM from 14.06.2017 to 04.07.2017 against payment of Rs.250/- (Non-refundable) by Demand Draft / Pay Order drawn in favour of "Braithwaite & Co. Ltd." and payable at Kolkata.
Bidders who are interested to participate in the tender may also download the tender document from our Website 'www.braithwaiteindia.com', for which they have to submit cost of the tender document of Rs. 250/- (Non-refundable) through Pay Order/DD along with techno-commercial bid (Part-I)
However, for bidders registered for the tendered items with NSIC and MSME units are exempted from submission of cost of Tender Documents.

No offer shall be accepted after closing of tender box at specified date & time.

2. Closing of Tender Box : 04.07.2017 at 2.30 P.M.
3. Opening of Part – I Bids : 04.07.2017 at 3.00 P.M.

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 3rd 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.

General Terms and Conditions mentioned in Techno-commercial Part (Part-I):

Sealed quotations addressed to Sr.M (Purchase), Braithwaite & Co. Ltd, Angus Works, P.O Angus, Dist. Hooghly 712221 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 **04.07.2017 by 2-30P.M** Techno-commercial bid will be opened on **04.07.2017 at 3.00 PM**. Bidders may depute their representative during opening of the tender.

An unconditional acceptance of commercial terms & conditions stipulated in Part-I of this tender is to be given along with the offer.

Note:

- (1) Professional & VAT / Sales Tax Registration Certificate to be submitted with techno-commercial offer.
- (2) If any queries, bidders are requested to contact authorized representative of Production Dept. AW.

(3) No. of days for cylinder holding at BCL/Angus Works shall be 14 days wherein 1st 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. (Capacity of each Cylinder: 30 Kgs (approx))

(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.

(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.

Qualifying Criteria :

Bidders who are quoting against website display should submit all papers related to their credential i.e. Copy of VAT / Sales Tax Registration Certificate and Trade License.

Audited / Chartered Accountant Certified Balance sheet and Profit & Loss A/cs. for last three (3) years ending on 31.03.16. They should have average annual turnover of Rs. **2.83 Lakh** during last 3 years.

Copies of purchase order for similar type of orders (Liquid Co2 Gas supplied in 30 Kgs capacity Cylinder) executed with reputed companies towards experience during last 7 years ending on 31.5.2017.

The bidder should have executed at least one order of value Rs. 7.56 Lakh or 39936 Kgs for supply of CO2.

OR

Two orders of each of value Rs. 4.72 Lakh or each 24960 Kgs for supply of CO2.

OR

Three orders of each of value Rs. 3.77 Lakh or each 19968 Kgs for supply of CO2.

PART-I: TECHNO-COMMERCIAL BID

GENERAL TERMS & CONDITIONS:

i) Earnest Money Deposit (E.M.D): Rs. 5,000/- (Rupees Five Thousand Only).

a. Earnest Money Deposit of Rs. 5,000/- (Rupees Five Thousand Only) is required to be submitted by Crossed A/C Payee Demand Draft/ pay order or in favour of Braithwaite & Co. Limited, payable at Kolkata or Bank Guarantee, failing which tender will not be considered. In case of B.G, the validity period should initially be 120 days from the date of opening of your offer. However, for SSI Units with valid single point registration with NSIC for the tendered items, DGS&D, RDSO Registered Firms MSME units and PSU Companies, payment of EMD can be considered for exemption.

b. EMD will be forfeited or revoked if the bidder withdraws, amends, impairs or derogates and/or if the price is escalated later within the period of validity of their offer.

c. EMD shall be returned to unsuccessful bidder only after finalization of the contract without any interest.

d. For successful bidder entire amount of EMD will be retained till submission of Security Deposit/Performance Guarantee. 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.

Offers without EMD (except exemptions provided in the tender) are liable to be rejected as "Techno-commercially non Responsive".

ii) Security Deposit:

- (a) Successful bidder should submit Security Deposit @ 5% of total order value of the purchase order in the form of Demand Draft/Pay Order or Bank Guarantee within 15 days from the date of our order which will be returned after completion of supply.
- (b) 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 in the form of DD/BG/Pay order. Balance 50% may be recovered from running bill.
- (c) Security Deposit may be waived for DGS&D, RDSO, NSIC, SSI Registered Vendors of tendered items, MSME units and PSU Companies. In case of submission of BG towards Security Deposit the BG shall cover the desired validity period plus 06 months claim period

iii) Performance Guarantee: The Supplier shall have to submit Performance Bank Guarantee for 5% of the order value as per format to be provided by BCL before receipt of first payment. However, Security Deposit (if submitted) may be converted to Performance Bank Guarantee. The PBG shall be released after completion of contract.

iv) Payment: 100% after 30 days from the date of submission of bill, with relevant documents, duly certified by BCL –AW authority.. Taxes & duties shall be paid as per prevailing rate as effective at the time of delivery of materials against submission of documentary evidence.

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

vi) Inspection: By BCL-AW

vii) Price Confirmation: Quoted Rate/ordered rate shall remain Firm till completion all supplies and price variation shall not be accepted during the currency of the contract period.

viii) Loading & Unloading of materials: Loading & Unloading of materials at AW Stores will be the suppliers responsibility and at their cost and arrangement.

ix) Delivery: As per our requirement on "as and when required basis" and completion within 08 months from date of LOI / PO.

x) 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 undelivered value.

xi) Risk Purchase: In the event of your failure to supply the materials within the stipulated time, BCL reserves the right to procure the items mentioned in our purchase order from alternative sources on Risk Purchase basis and recover the extra cost thereof, if incurred, from you. The security deposit/PBG may also be forfeited in such cases

xii) 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.

xiii) 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 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.

xiv) Price: Quoted rate shall be F.O.R Angus Works and the rate shall be valid for entire quantity.

xv) Successful bidders will take the schedule of delivery requirement from Angus Stores/ Production Dept.

Additional Terms & Conditions:

- 1) **Splitting of the 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 of 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 price 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 ranking 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.

- 2) Order quantity may vary depending upon our requirement to the extent of +/-30% of the tendered quantity as per discretion of BCL.
- 3) BCL reserve the right to place repeat order for maximum of 75% of order quantity and value at the same rate & terms.
- 4) BCL reserve the right to terminate the order by giving 7 (seven) days notice at any point of time in case of non-Performance / non- compliance of delivery schedule / poor quality of materials.
- 5) Bidders are expected to quote for a quantity not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected.
- 6) NSIC/MSME/SSI registered bidders should submit copy of their valid registration documents and also indicate their ownership (I,e whether SC/ST). In case the owner is under SC/ST category, copy of necessary documents are to be submitted
- 7) 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.
- 8) Prices are to be quoted only in Price Bid. The Techno-Commercial bid should not indicate any price. If the prices are quoted in Techno-Commercial Bid, the offers will be rejected.
- 9) BCL reserve the right :-
 - i) To cancel the tender at any stage
 - ii) To postpone / change the due date of the tender.
 - iii) To ask for further documents / clarification / confirmation based on the documents / statement originally submitted along with techno-commercial bid.
- 10) The bidder should have Sales Tax / VAT registration, Professional tax registration and Trade License with concerned authority, A Copy of the same is to be submitted with Techno-commercial bid.
- 11) In case of cartel formation following terms shall be maintained:

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.
12. Indemnity: Bidder shall indemnify BCL against all claims in respect of their supplies/ fulfilling contractual obligations. BCL shall not be held responsible in the event of non-compliance of statutory rules/obligations/laws etc. by the supplier.
13. 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.

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.
- 2) 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.
- 3) Overwriting 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 grand total amount as per price bid format i.e. Basic rate + taxes & duties + delivery charges , if any + charges for Cylinder holding days considering 7 days (maximum) received from a bidder.
- 6) In case the bidder does not mention freight charge, it is to be assumed that the freight charge is included in the unit rate for delivery F.O.R AW Works.

Sl.No.	Description	Qty (Kgs)	Basic unit rate (Rs.)	ED if any per unit (Rs.)	Sales Tax/VAT if any per unit (Rs.)	Delivery charges if any per unit (Rs.)	Total Rate per unit (Rs.)	Total amount(Rs.)
		(a)	(b)	(c)	(d)	(e)	f= (b+c+d+e)	g= (a x f)
1(a)	CO2 Gas cylinder	49920						
	Cylinder holding charges per day per cylinder (considering 30 kgs per cylinder) if any in Rs.=							
1(b)	Total Cylinder holding charges for 7 days maximum in Rs.=							
Grand total amount for 49920 Kgs i.e [Total Amount as per 1(a) + (b)]= Rs.								

For Braithwaite & Co. Ltd.