



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/LPG Metal Cutting Gas/CW & AW/2018 Dated: 28.02.2018

M/s

Sealed offers are invited in two bid system, for supply of **LPG Metal Cutting Gas** required for BCL – Clive Works & Angus Works as per scope of supply and terms & conditions given in the tender.

- 1) Closing of Tender Box: 2.30 pm on 13.03.2018
- 2) Opening of Part – I bid: 3.00 pm on 13.03.2018

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 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.

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 **13.03.2018** by **2.30 PM**. Techno-commercial bid will be opened on **13.03.2018** 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 and offer can be submitted meeting the tender requirements.

For Braithwaite & Co. Ltd

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(A) 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 31.03.2017. They should have average annual turnover of **Rs. 6.22 Lakhs** during last 3 years ending on 31.03.2017.
- Copies of purchase order for supply of **LPG Metal Cutting Gas** / equivalent of **Quantity 23,469 Kgs or Value Rs. 16.60 Lakhs** along with completion documents / payment receipts **executed against multiple orders in last two years** for any reputed companies.
- Copy of valid Explosive License issued by CCE, Govt of India, Nagpur.

Note:

The above credentials are not applicable for PSU Companies in the field of supply of tendered items or any dealers / distributors authorized by the PSU companies for quoting on behalf of them. However, the same are required for other bidders or dealers / distributors of the PSU Companies who intend to participate in the tender independently. For dealers / distributors, submission of authorized dealership certificate is must.

(B) Other documents, if applicable, to be submitted along with Techno-commercial Bid (Part – I) of the offer:

- i) For NSIC/ MSME/SSI registered bidders, copy of necessary valid documents along with indication for ownership (i.e. whether the owner belongs to SC / ST category). In case the owner is of SC/ST category, a necessary document is to be submitted.
- ii) Proof of valid dealership (in case of dealer / distributor) from their Principal (if any).

(C) Scope of Supply:

Item Description	Quantity	Unit
LPG Metal Cutting Gas for industrial use only	20,140 Kgs	Clive Works, 5 Hide Road, Kol-43
	16,530 kgs	Angus Works, Bhadreshwar, Hoogly

The supply shall be made in returnable cylinders (19 kgs cylinder).

Note: In case of any query before quoting, bidders may contact Works Manager (I/C)-CW & WW / GM (Co-ordination) for clarification, if any. No claim shall be entertained afterwards.

(D) General Terms & Conditions:

1 Earnest Money Deposit (E.M.D): Rs. 25,000 /- (Rupees Twenty 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 1st 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, of BCL / his authorized representative of CW & AW respectively.

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.

For PSU bidders in the field of supply of tendered item, the payment terms may be settled through mutual discussion at the time of placement of order.

5. Delivery: As per production requirement and completion within **12 months** from the date of LOI/PO. Delivery shall be free to our Clive Works & Angus Works respectively on progressive manner to meet our production schedule i.e. "As and when required basis" within delivery period. Materials are to be supplied as per the instruction of Production Department /Stores or their authorized representative.

6. Inspection: By BCL

7. Rate:

(a) Bidders should quote most competitive rate.

(b) Rate should be quoted per Kg basis as per price bid format. All costs of delivery upto BCL's Clive Works & Angus Works as well as costs of taking back empty cylinders shall be included in quoted rate. Quoted rate should consider the scope of supply and all terms & conditions of the tender.

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(c) Ordered rate shall be subject to revision as per monthly notification of PSU Oil / Gas Company (viz. IOCL / HPCL / BPCL only) as applicable and shall be paid at actual against monthly deliveries through issue of amendments in rate of P.O. for the applicable quantity from time to time.

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

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

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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.

19. Defective Cylinders: The supplier should ensure that all cylinders shall be OK and in 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.

20. Splitting of order quantity: BCL reserves the right to place order for entire quantity on lowest (L-1) bidder in or BCL reserves the right to split the tender quantity of each unit separately.

In case 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 prices 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.

21. 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.

22. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be considered as invalid.

23. Offer having delivery mode as Ex-works will not be considered.

24. Tender will be considered cancelled if the document required for Part – 1 & Part – II bids are not placed separately in respective & proper envelope. No price should be indicated in the Techno-commercial (Part – I) Bid of the bidders else the tender shall be treated as cancelled.

25. **Bidders may quote for any / both the groups as per price bid which shall be indicated in the Part-I bid.**

26. Empty cylinders shall be returned to supplier within reasonable time. No cylinder holding charges shall be paid to the supplier against the order to be finalized against this tender.

27. BCL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.

28. 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.

29. PSU Companies, who will authorize dealer(s) for placement of order on behalf of them, shall also have to submit an unconditional acceptance of our tender terms issued by the respective dealers.

30. Evaluation of lowest bid shall be done separately for Clive works & Angus works and separate orders shall be placed for both the units.

(E) Additional Terms & Conditions:

- 1) **Maintenance / Servicing / Repairing / Replacement:** Maintenance / servicing / repairing / replacement of valve / cylinder / regulator / accessories are to be borne by the supplier. BCL has no liability in this regard.
- 2) **Transportation / Lifting / Collection Charges:** No extra charges shall be paid for transport / delivery / lifting / collection etc. Quoted rate shall include the same.
- 3) **Cylinder Contents:** Supply shall be made in cylinders (for industrial use purpose) which are returnable. Gas must be supplied in cylinder that should be completely filled in. The content in each cylinder shall be **19 kgs.**

- 4) **Identification No / Marks:** The supplied cylinders should have indication in respective challan for capacity of each cylinder, Gross weight, tare weight, net weight with identification No. and marks etc as applicable.
- 5) **Cylinder Security Deposit:** No cylinder security deposit shall be paid by BCL.

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 have any difference 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.
- 3) Overwriting / Correction in price figure of the quotation / use of white ink will be rejected.
- 4) The bidder shall submit rate in the following format.
- 5) Price Bid without signature shall be considered as cancelled.
- 6) Quoted rate shall consider all terms & conditions of the tender. Quoted rate shall also consider free delivery of filled in cylinders to our Clive Works & Angus Works respectively and taking back of empty cylinders.
- 7) **Lowest bid shall be evaluated GROUPMSE on the basis of lowest TOTAL Rate per kg (all inclusive) as per price bid format**

GROUP – A (For CLIVE WORKS)

Description	Qty	Rate per Kg (Rs.)	GST (%)	TOTAL Rate per Kg (all inc) (Rs.)
LPG Metal Cutting Gas for industrial use only in returnable cylinders.	20140 Kgs			

GROUP – B (For ANGUS WORKS)

Description	Qty	Rate per Kg (Rs.)	GST (%)	TOTAL Rate per Kg (all inc) (Rs.)
LPG Metal Cutting Gas for industrial use only in returnable cylinders.	16530 Kgs			

For Braithwaite & Co. Ltd.