



ब्रेथवैट एण्ड कम्पनी लिमिटेड  
(भारत सरकार का एक उपक्रम)

**BRAITHWAITE & CO LIMITED**  
(A Government of India Undertaking)

**MINISTRY OF RAILWAYS**

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CIN:U74210WB1976GOI030798

**Tender No: BCL/PUR/KSR/Fire Extinguisher/CW/2019 Dated: 08.02.2019**

**Due date : 18.02.2019**

Sealed Tenders are invited in Two bid system for procurement of the following new Fire Extinguisher required for our **Clive Works at 5, Hide Road, Kolkata-700 043.**

Sl. No.	Item Description	Qty. Reqd.
01	Dry Powder ABC type Portable Fire Extinguisher of Capacity-04 Kg.	20 Nos.
02	Dry Powder ABC type Portable Fire Extinguisher of Capacity-06 Kg.	40 Nos.
03	Co2 Squeeze Grip type Portable Fire Extinguisher of Capacity- 4.5 Kg.	25 Nos.
04	Foam (AFFF) type Portable Fire Extinguisher of capacity- 09 Liter	10 Nos.

**Details Specification:**

**1. Dry powder ABC type portable fire extinguisher capacity:- 04 kg;**

- The up to and valid BIS (Bureau Indian standard) certification IS 15683; 2006 needs to be submitted along with the offer.
- Dry chemical powder used as extinguishing agent should be Mono Ammonium Phosphate (MAP) with more than 90% concentration conforming to IS 14609:1999.
- The product should be EN PED Approved and CE marked (European Pressure Equipment directive).
- Vessel used in the manufacturing should be constructed using Deep Drawn Technology to keep seamless area not less than 70% of the cylinder.
- Each vessel needs to be checked for tensile strength up to 35 kgf/cm<sup>2</sup> and manufacturer has to submit Hydrostatic pressure testing certificate for the same.
- The extinguisher should be pressurized using high grade Dry nitrogen as per IS 1747 standard. OEM declaration should be submitted.
- In-house Helium Leak Detection Testing is must to ensure maintenance of stored pressure in the cylinder over a period of 5 Years. A sample of the In-house test report to be submitted along with the bid.

- h) It should be a temper – proof plastic safety seal (User friendly) & a metal pin.
- i) Fire rating as per IS 15683 for class A: 2A and Class B: 21B needs to be provided for the extinguisher.
- j) The firm must submit the product performance test report from NABL accredited lab/any Central Govt. Lab.
- k) The extinguisher must have a magnetic Pressure Gauge to enable the checking of Pressure Gauge's correct working without dismantling or opening the cylinder.
- l) EPDM hose for longer life and durability.
- m) Discharge time not less than 16 Secs.
- n) The extinguisher must have controllable discharge mechanism to provide flexibility of releasing extinguishing agent on targeted fire location.
- o) Minimum effective range 4 Meters.
- p) Can Construction: Deep drawn & Mig Co2 welded.
- q) Valve Construction: Forging & Machining.
- r) Internal coating of can: Epoxy Powder coating.
- s) External coating of can: Epoxy Polyester Powder coating.
- t) 05 Years warranty and a sample of the warranty card with terms and conditions to be submitted.

**Note :** Any addition, alteration, modification of the above given specification is necessary to comply with the up to date BIS, should be incorporated in the offer and the product.

**2. Dry Powder ABC type portable Fire Extinguisher capacity:- 06 Kg:**

- a) The current and valid BIS certification IS 15683:2006 needs to be submitted along with the offer.
- b) Dry chemical powder used as extinguishing agent should be Mono Ammonium Phosphate (MAP) with more than 90% concentration conforming to IS 14609:1999.
- c) The product should be EN PED Approved and CE marked.
- d) Vessel used in the manufacturing should be constructed using deep drawn Technology to keep seamless area not less than 70% of the cylinder.

**3. Co2 Squeeze Grip type portable Fire Extinguisher, capacity:- 4.5Kg.**

- a) The current and valid BIS certification IS 15683:2006 needs to be submitted along with offer.
- b) Extinguisher must be Squeeze Grip Types. The valve housing should be covered with a cap made of ABS Plastic to protect it from dust & moisture etc.
- c) The product should be EN PED Approved and CE marked.
- d) Tamper –proof plastic safety seal & a metal pin.
- e) Used/Unused readiness Indicator to identify the used Extinguisher from the unused Extinguishers.
- f) The carbon dioxide gas shall be conform to IS 15222 with latest amendment.

- g) Discharge valve shall conform to all the requirement given in IS 3224:2002 or latest version thereof.
- h) The Co2 cylinder shall be conform all the requirement given in IS: 7285:2004 standard.
- i) Minimum effective range 3 meters.
- j) Discharge time not less than 20 seconds.
- k) Fire rating for class B:8B needs to be provided for the extinguisher.
- l) The Co2 cylinder shall be PESO Approved (Petroleum & Explosive Safety Organization).
- m) The bidder must have valid PESO license to refill and store Compressed gas cylinder as per gas cylinder rules 2004.
- n) The bidder should submit the product performance test report for NABL accredited lab or any Central Government Lab.
- o) 01 (one) year warranty and a sample of the warranty card with terms & conditions to be submitted.**

**Note :** Any addition, alteration, modification of the above given specification is necessary to comply with the up to date BIS, should be incorporated in the offer and the product.

#### **4. Foam (AFFF) type portable Fire Extinguisher, Capacity :- 9 Ltr.**

- a) The current and valid BIS certification IS 15683:2006 needs to be submitted along with offer.
- b) Portable AFFF Foam type Fire Extinguisher fitted with squeeze grip type controllable discharge mechanism to provide flexibility of releasing extinguishing agent on targeted fire location.
- c) The extinguishing is an ISI marked, EN PED Approved and CE marked.
- d) It contains Standard AFFF Foam conforms to IS 4989 2006 Standard.
- e) It has a Magnetic Pressure Gauge to enable the checking of Pressure Gauges correct working without dismantling or opening the Cylinder.
- f) Vessel used in the manufacturing is constructed using Deep Drawn Technology to keep seamless area not less than 70 of the cylinder, Hydrostatic Pressure Test and Helium Leak Detection Test certification will have to be provided along with supply.
- g) Fire extinguisher capacity (Foam Based):9 Ltrs.
- h) Weight of Filled Portable Fire extinguisher:14.70 Kg
- i) Effective Discharge Time for Fire Extinguisher, Min:56 Seconds.
- j) Discharge range for class A Fire extinguisher ( $\geq 2$ )/Class B( $\geq 1$ ):6Meters.
- k) Fire rating For class –A Fire Extinguisher:3A.
- l) Fire rating For class –B Fire Extinguisher:34B.
- m) Test Pressure for foam based Powder:20 Bar
- n) Burst pressure, Min : 80 Bar

**Note :** Any addition, alteration, modification of the above given specification is necessary to comply with the up to date BIS, should be incorporated in the offer and the product.

#### **Other terms & condition:**

- 1) All materials are to be delivered by the part or BCL's Clive Works, 5 Hide Road, Kolkata 700043,by their own arrangement and cost.

- 2) The supplied materials should be covered with test certificate/Guarantee Certificate as per OEM should be accompanied with the supply.
- 3) Inspection of material will be carried out by BCL, at the time of Delivery.
- 4) Material to be delivered by the party to BCL Stores within **45 days** after receipt of Purchase Order.
- 5) Serial no. and date of manufacturing is embossed on the body of the Fire Extinguisher.

Closing of tender Box: **14.30 hrs.** on .....**18.02.2019**.....

Opening of bid : 15.00 hrs. on .....**18.02.2019**.....

Your offer must be submitted in sealed envelope super-scribed with our Tender Enquiry No BCL/PUR/MNG-PD/Fire Extinguisher/CW/18 Date 19.12.2018 and due date 28.12.2018. Quotation must be sent by Registered Post or may be dropped in our Tender Box No-2 in case of hand delivery.

The offer should comprise of two parts as under:

**Part-I : Techno-commercial bid .**

**Part-II: Price bid**

**Both Part – I & part – II shall be inserted separately in two (2) envelopes, being sealed and super-scribed with our Tender No. and Part No. These two envelopes bids shall be put into a 3<sup>rd</sup> envelope, which should also be sealed & super-scribed with Tender No. Due Date & Box No.**

Sealed Quotation addressed to **Sr Manager (Purchase ), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043 in two bid form (Techno-commercial bid- Part-I & Price bid Part-II)** 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 ...**18.02.2019**..... **(Due date) up to 14.30 hrs.** Bid will be opened on .....**18.02.2019**.....at 3.00PM. Bidders may depute their representative during opening of the Tender.

The price bid(s) (Part- II) shall be opened for techno-commercially acceptable bidders only for which opening date time will be intimated in due course.

**The following documents should be submitted along with the offer (Part-I) for those applying through our website:**

Bidders who are quoting against website display should submit all papers related to their credential and meet the following eligibility conditions and shall submit the relevant documents along with Bid:

**Financial Eligibility:**

The bidder should have average turnover of **Rs.1.2 lakh** during last three years ending on 31.03.2018 and also should have earned net profit in any of the last three years.

The bidder should submit a copy of audited / chartered accountant certificated Balance Sheets and Profit & Loss Accounts for the last 3 years ending on 31.03.18. The bidder should also have positive net worth as on 31.03.2018. Income Tax Return copies are to be submitted for last 03 Assessment years.

**Technical Eligibility:**

Experience of having successfully executed similar works (defined below) during last (7) seven years ending **31.03.2018** fulfilling any of the following criteria.

- a) Three similar executed works each costing not less than **Rs.1.64 lakh** against each such job.
- OR
- b) Two similar executed works each costing not less than **Rs.2.06 lakh** against each such job.
- OR
- c) One similar executed works costing not less than **Rs. 3.29 lakh** against such job.

**The term "similar job means Supply of fire extinguisher etc"**

- (i) The bidder should submit a copy of Work Order / Purchase Order & completion certificates / certified bill that the bidder has successfully executed the same as per the above technical eligibility condition.
- (ii) The bidder should have registration with PF, ESIC, and GST. Bidder should also have PAN Card. Copies of the same are to be enclosed with the Techno-commercial Bid.

**Note: Start- up MSE- For start-up MSE Vendors, relaxation in experience & turnover will be applicable as per norms)**

**GENERAL TERMS & CONDITIONS**

**1) Braithwaite & Co limited reserves the right to:**

- Cancel the tender at any stage.
- Postpone the above-mentioned due date.
- May ask for further clarification / documents during scrutiny of bids received.
- BCL shall not be responsible for any delay, loss, damage for bids sent by post.
- BCL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- Canvassing i.e. soliciting favour seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have the bid rejected summarily.
- If the bidder deliberately gives any wrong information in his tender to create in circumstance for the acceptance to his bid, Braithwaite reserves the right to reject such application.

2) **Earnest Money Deposit (E.M.D.):**

Earnest Money Deposit of **Rs.5,000 /-** (Rupees five thousand Only) is required to be submitted by 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 only and PSU units may be exempted from submission of EMD. Necessary documentary evidence shall have to be submitted along with the 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.

3) **Security Deposit:**

For due fulfillment of the contractual obligations, the successful bidder shall have to furnish a sum equal to 5% of the contract value towards Security Deposit in the form of Demand Draft / Pay Order drawn in favour of "BRAITHWAITE & CO. LTD.", payable at Kolkata or a Bank Guarantee (as per format provided by BCL) within 15 days from the date of issue of the Purchase Order. In case of submission of BG towards Security Deposit, BG shall cover the desired validity plus 03 months claim period.

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 the Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill.

Security Deposit may be waived for SSI, NSIC, MSME registered bidders and PSUs. Security Deposit will be returned only on completion of obligations under the contract.

4) **Performance Guarantee:**

The contractor 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 till completion of obligations under the contract.

The Security Deposit, if submitted, may be converted to Performance Guarantee. The contractors who will submit Security Deposit, no performance Bank Guarantee is required to be submitted by them in such case.

While submitting request for release of Security Deposit / PBG after completion of awarded job, contractor shall submit necessary SD / PBG details, P.O details and execution details as per requirement of BCL.

- 5) **Validity:** Offer shall remain valid for a period of 90 days from the date of opening of this tender.
- 6) The entire jobs are to be carried out at **Clive Works** areas.
- 7) **Completion time:** The Supply to be completed within 45 days from the date of issuance of P.O/LOI.
- 8) **Guarantee/Warranty:** 12 months from the date of completion of the job.
- 9) **Liquidated Damages:**  
Timely execution of the job and maintaining the delivery schedule is the essence of the contract. The job will have to be completed as per the delivery date mentioned in the Purchase Order. In case of non-execution of the job as per delivery schedule, the LD clause will be imposed @ 0.5% per week subject to maximum 10% of the order value.
- 10) **Risk Purchase:**  
In the event of failure or delayed execution within the reasonable period, the order may be cancelled and the purchaser reserves the right to get the job done by other Agency / Agencies on Risk Purchase basis and shall recover the extra cost thereof, if incurred from the contractor. BCL reserve the right to forfeit the Security Deposit/PBG also of the defaulting firm.
- 11) **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 sole Arbitrator who shall be the Chairman & Managing Director of BCL and he 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.
- 12) **Jurisdiction:** Any legal dispute that may arise will be settled within the jurisdiction of Courts at Kolkata.
- 13) **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.

- 14) **Termination of contract:** BCL reserves 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 time.
- 15) **Payment:** 100% after 30 days from the date of submission of Bills with all relevant documents after receipt of materials duly certified by **In-charge Maintenance, Clive Works**/ his authorized representative. MSME Vendors may avail payment through TReDS Platform.

**GST shall be applicable as per central Govt. Rules.**

**Common Notes regarding GST :**

- All Challans, Invoices shall be in the form specified by GST Authority.
  - HSN/HAC Code shall have to be mentioned.
  - BCL reserves the right to keep the payment of GST amount on hold till receipt of Input tax credit by BCL is ensured. In case of non-compliance, regarding documentation/monthly return to ensure availing input tax credit (ITC) by BCL, BCL also reserves the right to deduct the resultant amount.
- 16) Quoted rate(s) should remain firm up to end of the contract period. No price variation whatsoever will be entertained afterwards till completion / full execution of the contract.
- 17) **Quantity Variation:** Order quantity/value/period may vary  $\pm$  30% at the same rate, terms & conditions depending upon requirement of BCL.
- 18) **Repeat Order:** BCL also reserves the right to place repeat order for maximum 75% of original order quantity/value/period at the same rate & terms of original order for which acceptance of the same from the contractor shall be taken prior to placement of such repeat order.
- 19) An unconditional acceptance of all notes, terms & conditions of the tender must be given.

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

**PRICE BID**

- 1) The bidder should have to quote considering the scope of supply, terms & conditions of this tender.
- 2) The quoted rate should be same both in figures and words. If there is any difference between the figures and words, the quoted rate in words only will be considered.
- 3) Overwriting in price figure of the quotation will be rejected.
- 4) The bidder shall submit price in the following format. Quoted price should consider delivery Up to Clive Works.
- 5) Quoted rate should be valid till the completion of supply.
- 6) Lowest (L-1) bidder evaluation will be on the basis **of lowest GRAND TOTAL net off GST received from a bidder.**



**PRICE BID FORMAT**

Sl. No.	Description	Qty (No.)	Unit rate (Rs)	GST	Amount per unit with GST (Rs.)	Total Amount with GST (Rs.)
1	Dry Powder ABC type portable Fire Extinguisher, Capacity-04 kg	20				
2	Dry Powder ABC type portable Fire Extinguisher, Capacity-06 kg	40				
3	CO2 Squeeze Grip type portable Fire Extinguisher, Capacity-4.5 kg	25				
4	Foam(AFFF) TYPE Portable Fire Extinguisher, Capacity 9 Ltr	10				
					Grand Total(Rs)	
	Grand Total Amount in Words :					

**Note: GST rate to be mentioned**

For BRAITHWAITE & CO. LTD